

**Declaration of Restrictive Covenants of the  
Oak River Estates Subdivision in Anderson County, Texas**

These private land use restrictions for Property situated in Oak River Estates Subdivision in Anderson County, Texas (the "Restrictions") are executed effective as of the Date hereafter defined by Owner (as hereafter defined), and in accordance with the definitions, terms, provisions, and other matters hereafter set forth.

**Basic Information**

**Date:** June 16, 2025

**Declarant:** Oak River Estates, LP, a Texas Limited partnership

**Declarant's Address:** 3801 Brookside Dr.  
Tyler, Texas 75701

**Property Owners Association:**

Oak River Estates Property Owners Association, Inc., a Texas nonprofit corporation

**Property Owners Association's Address:**

Oak River Estates Property Owners Association, Inc.  
3801 Brookside Dr.  
Tyler, Texas 75701

**Subdivision:** Oak River Estates Subdivision in Anderson County, Texas, according to the map or plat thereof recorded in the office of the County Clerk of Anderson County, Texas, on 6/10/2025, recorded in Volume     , Page     , and thereafter filed in the Plat Cabinet in Sleeve 3612 Pages 1-7 and Sleeve 479 B Pages 1-7 in the Real Property Records of Anderson County, Texas to which map or plat and its recording reference is hereby made for all intents and purposes.

**Recitals**

- First. Declarant owns the fee simple title to the land in the Subdivision.
- Second. Declarant desires to carry out and have maintained a uniform plan for the use and improvement of the Subdivision, and Declarant has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the "Restrictions") to run with the land making up the Subdivision and to regulate the structural integrity, appearance and use of the lots owned by Declarant and depicted upon the plat of the Subdivision and the

improvements to be placed on such lots.

Third. Declarant has no knowledge of the availability of any public or private sewer or gas utility provider that serves or will serve the Subdivision.

Each Owner of a Lot is responsible for, at each Owner's sole cost and expense, acquiring from third parties any sewer or gas service that an Owner desires.

The installation of any sewer or gas (or any other type) of utility system must be done in a good and workmanlike manner and comply with these Restrictions and all applicable local, state, and federal regulations and laws.

Fourth. The Restrictions are entitled to run with the land comprising the Subdivision because: (i) the Restrictions touch and concern such land by, among other things, benefitting and controlling the use of such land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Declarant holding legal and equitable title to the land out of which the land shall be conveyed subject to the Restrictions; (iii) notice is given of the Restrictions contained herein when this instrument is filed in the Real Property Records in Anderson County, Texas, being the County in which the Subdivision is situated; and (iv) the Restrictions are reasonable in light of their purpose being for the common benefit of all of the land owners in the Subdivision, in order to reduce uncertainty in living conditions, and to encourage investment in the Subdivision.

Fifth. The Restrictions shall run with the land owned by Declarant in the Subdivision and shall be binding upon and inure to the benefit of the Declarant, as well as the Declarant's successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of the Subdivision, shall abide by and perform the Restrictions and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of such land out of the Subdivision to refer to this instrument, the Restrictions and other terms of this instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to the Restrictions and other terms hereof. It is understood and agreed that these Restrictions relate to and affect only the Subdivision as described above and no other land owned by Declarant adjacent thereto and/or in the vicinity thereof, and that the only Restrictions are those expressed in this instrument, and no other restrictive covenants are to be implied.

Furthermore, the Restrictions set forth herein shall apply solely to the Lots within the Subdivision. Nothing contained herein shall be construed to subject any other lands owned by Declarant, whether shown on the Plat or otherwise, to the Restrictions applicable to the Subdivision, and no restrictions, covenants, or conditions shall be created hereby with respect to such lands, whether by negative implication or otherwise. Notwithstanding the foregoing, the use of lands owned by the Upper Neches River Municipal Water Authority ("UNRMWA") that are adjacent to the Subdivision shall be governed by the rules and regulations set forth

by these Restrictions, UNRMWA and any other applicable local, state, or federal regulations.

## **ARTICLE I DEFINITIONS**

1.01 "ACC" means the Architectural Control Committee established in this Declaration.

1.02 "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

1.03 "Association" means the Oak River Estates Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns, as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in these Restrictions and any amended or supplemental Restrictions. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

1.04 "Board" means the Board of Directors of the Oak River Estates Property Owners Association, Inc., the election and procedures of which shall be set forth in the Certificate of Formation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporation law.

1.05 "Boathouse Lot(s)" means those certain deeded lease estates identified on the recorded Plat as Lots B1 through B45 that provide designated lakefront access for the construction of a pier and/or boathouse, subject to the applicable rules, guidelines, and permit requirements of the Upper Neches River Municipal Water Authority (UNRMWA). Boathouse Lots are intended for the exclusive use of the Owner of the corresponding Lot to which they are assigned. Boathouse Lots shall be conveyed together with the corresponding Lot unless the Association, in its sole discretion, grants prior written approval for a separate conveyance to another Owner. Access to Boathouse Lots shall be limited to the respective Owners and their guests, with access provided over and across The Reserve. Notwithstanding the foregoing, Declarant may assign or convey more than one Boathouse Lot to a single Lot Owner, and such Owner shall be entitled to exclusive use of each Boathouse Lot so conveyed, subject to the terms of these Restrictions and all applicable rules and regulations.

1.06 "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

1.07 "Common Area" means all real and personal property leased, owned or maintained by the Association for the common use and benefit of the Members of the Association. The initial Common Area to be owned by the Association is to be the areas of land comprising the streets of the Subdivision, which areas of land shall be conveyed to the Association by Declarant, subject however, to a reservation by Declarant of utility and access easement, in common with the Association, over and across the areas of land comprising the utility easements and the Reserve, all as depicted upon the Plat. Such reservation of utility and access easements by Declarant is to

provide rights of ingress to and egress from all lands owned by Declarant, and that are adjacent to and/or within the vicinity of the Subdivision; such reserved easements being for the benefit of Declarant, the successors and assigns of Declarant and any and all future owner(s) of and/or lienholder(s) upon such lands that are adjacent to and/or within the vicinity of the Subdivision. The Common Area also includes any entrance monuments, Subdivision area lying outside of the security gates and County Road 309, security gates, perimeter walls/fences, drainage facilities and detention ponds, buffer esplanade and right-of-way landscaping, any areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the lot owners, safety lanes, and other areas of the Subdivision not comprised of lots.

1.08 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.09 "Declarant" means Oak River Estates, LP, a Texas Limited partnership, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

1.10 "Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Association, and standards of the ACC, as amended.

1.11 "Development Period" shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Anderson County, Texas, and ending at the earlier of (i) such time as ten years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Anderson County, Texas. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

1.12 "Easements" means Easements within the Property for streets, utilities, drainage, and other purposes as shown on the Plat or of record.

1.13 "Interior Zone" means the area designated on the Plat or as otherwise determined by the ACC as Interior Zone and not included in the definition of Lakeside Zone above.

1.14 "Lakefront Lot" means any Lot within the Subdivision that is situated adjacent to Lake Palestine, with direct frontage on the lake, other than any portion of property owned by the Upper Neches River Municipal Water Authority (UNRMWA) lying between the Lot and the lake. A Lot shall be considered a Lakefront Lot even if separated from the shoreline by land owned by UNRMWA, provided that no other privately owned Lot lies between it and Lake Palestine.

1.15 "Lakeside Zone" means the area designated on the Plat as Block 1, Lot(s) 19 and 26-30, Block 2, Lot(s) 1-17, and Block 4, Lot 1 or as otherwise determined by the ACC as Lakeside Zone.

1.16 "Lot" means each plot or tract of land in the Subdivision and depicted as a lot or tract either on the recorded Plat, excluding the Reserve and areas that are part of the Common Area, or in a deed executed by Declarant to one or more third parties whereby such deed is made expressly subject to these Covenants.

1.17 "Member" means all those lot owners who are members of the Association as provided herein.

1.18 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

1.19 "Plat" means the Plat of the Property recorded in the office of the County Clerk of Anderson County, Texas, on 6/10/2025, recorded in Volume 498 Page 1-7 and thereafter filed in the Plat Cabinet in Sleeve 3612 Pages 1-7 of the Real Property Records of Anderson County, Texas and any replat of or amendment to the Plat made in accordance with this Declaration.

1.20 "Property" means all real property, including any improvements thereon, that is subject to this Declaration, including all Lots, the Common Area, the Reserve, streets, easements, and any additional property that may be annexed into the Subdivision and made subject to this Declaration in accordance with its terms. The Property includes the Subdivision as depicted on the recorded Plat and any amendments or replats thereof.

1.21 "Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

1.22 "Residence" means a detached building designed for and used as a shall refer to one single family dwelling.

1.23 "Resident" means each lot owner who resides within the Subdivision, a bona fide lessee who has an enforceable lease agreement with a lot owner and who resides on a lot, and any individual who is otherwise lawfully domiciled in a dwelling situated upon a lot.

1.24 "Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

1.25 "Street" means any automobile passageway shown as a thoroughfare on the Plat and any automobile passageway designated as such by any instrument executed by Declarant and/or the Association and filed for record in the Real Property Records of Anderson County, Texas.

1.26 "Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

1.27 "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

1.28 "The Reserve" means the tract of land in the Subdivision owned by the Upper Neches River Municipal Water Authority and labeled as The Reserve on the recorded Plat.

1.29 "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled method of transportation, whether self-propelled or towed.

## **ARTICLE II CLAUSES COVENANTS AND GENERAL RESTRICTIONS**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him, her, them or it to a fine, an action for amounts due to the Association, damages, or injunctive relief.

### **B. Plat, Estates, and Easements**

1. Estate. Each Lot shall be conveyed as a separately designated and legally described freehold estate according to (a) the Plat, subject to these Restrictions, but without the necessity of specifically referring to same and/or (b) a deed executed by Owner to one or more third parties whereby such deed is made expressly subject to these Restrictions.

2. Easements. All Lots are subject to certain easements over and across portions of each lot, as shown by (a) the recorded plat of the Subdivision and/or (b) reference to same in any deed executed by an Owner in which one or more Lots are conveyed. The easements are deemed

appropriate or necessary for the purpose of installing, using and maintaining public or private utilities and/or equipment necessary for the performance of any public, quasi-public or private utility service or function. The easements include the right of access for the purpose of further construction and maintenance. The right of access shall include the right, without liability on the part of the owners or operators of such utilities, to remove any obstructions on said easements as in its opinion may interfere with installation or operations. The easements are for the general benefit of the Subdivision and the lot owners and are reserved and created in favor of all utility companies serving the Subdivision. Nothing set out above shall prohibit the use of the easements or rights-of-way by abutting Owners for the construction of fences, walks or drives, provided no permanent structures are constructed in it and provided no damages shall accrue to the Owner, the political subdivision or subdivisions of the State of Texas with jurisdiction over the Subdivision, if any, or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of operating utilities in such easements.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Mineral Exception. There is hereby excepted from the Subdivision and Declarant will hereafter except from all its sales and conveyances within the Subdivision, or any part thereof, including the Lots and Common Area, all oil, gas, and other minerals in, on, or under the Subdivision, but Declarant hereby waives, to the extent of its ownership interest, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals, except in specified drill sites as per the recorded plat and/or other instruments filed of public record in Anderson County, Texas. Nothing in the Restrictions shall limit the rights of the mineral owners or lease holders from obtaining oil or gas from said property by slant or horizontal drilling to obtain minerals from adjacent properties or from any such designated drill sites.

### C. Use and Activities

1. **Use.** Each Lot may be used for single family residential use only. The term residences and residential use shall expressly exclude mobile homes, manufactured homes, barndominiums, house trailers, modular and prefabricated homes, which, except as provided herein, shall not be allowed. In addition thereto, accessory buildings and/or structures (such as a guest house, boathouse, well house, a household assistant's quarters, a storage building, gazebo, spa, greenhouse or a child's playhouse) shall be permitted upon a Lot provided that it is compatible with the dwelling to which it is appurtenant in terms of design and material composition. All such accessory buildings and structures shall be subject to the approval of the ACC.

2. **Recreational Vehicles.** Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RV's"), shall not be used for residential purposes on any Lot. The following exception shall apply to this section:

(a) Owners may use and occupy an RV on their Lot during the construction of

- a house on their Lot; provided such use shall not exceed one (1) year.
- (b) RV's shall not be kept, stored or permitted to remain on any Lot unless stored in or under a permanent structure that complies with these Restrictions.

**3. Business Activities.** An Owner or occupant of a Residence may conduct business activities within a Residence or on a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (iv) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

**4. Propane Tanks.** All liquid propane tanks must be properly screened with plant materials or buried so they cannot be seen from any road in the Subdivision or an adjoining Lot.

**5. Building Location.** Residences and Improvements shall be situated on each Lot no nearer than: (a) twenty-five (25) feet from any roadway or right-of-way and no nearer than ten (10) feet from any side property line, and thirty (30) from any rear property line for the Lakeside Zone; and (b) twenty-five (25) feet from any roadway or right-of-way no nearer than twenty (20) feet from any side property line, and thirty (30) feet from any rear property line for the Interior Zone; provided for any corner lot with road frontage on two sides of the Lot, no Residence may be closer than twenty-five (25) feet from any roadway or right of way. The Declarant or the Board may grant a variance in writing allowing that Improvements may be constructed closer than the limitations set forth above from a property line or property lines on an irregularly shaped Lot. Written approval of such variance is required separately for each Lot for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

**6. Sewage Disposal.** No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum OSSF requirements set forth by federal, state and local authorities. Owner will be required to have a permitted OSSF system approved by the appropriate jurisdiction, if applicable.

**7. Environmental Safeguards.** The Owner of each Lot shall never allow any hazardous substance to be brought onto, installed, used, stored, treated, disposed of or transported over a Lot in violation of any applicable law, and all activities on the Lot shall, at all times, comply with applicable law.

**8 Garbage and Refuse Disposal.** Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property.

9. **Nuisances.** No obnoxious, noxious or offensive activities shall be carried out or upon any Lot or on any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood. This includes exterior lighting of any sort that rises to the level of a nuisance as determined by the Declarant and/or Association in their sole and absolute discretion.

10. **Fencing.** All fencing within the Subdivision shall be subject to prior written approval by the Architectural Control Committee ("ACC") and must comply with the following requirements:

*10.1 Permitted Fence Types:*

- Lakeside Zone: Fencing shall be limited to open-style wrought iron or split rail (or substantially similar materials) approved by the ACC. Fences must be black or natural wood in color and free from decorative emblems, ornamental features, or embellishments. Privacy fencing is strictly prohibited in the Lakeside Zone.
- Interior Zone: Privacy fencing is permitted and may be constructed of wood, vinyl, or other materials approved by the ACC, provided it meets the standards outlined in this Section.

*10.2 Location and Setback Requirements:*

Fences shall not be installed in any front yard or extend beyond the front plane of the residential structure. All fences must connect to ("tie into") the residence, garage, or approved accessory structure. Standalone fence segments or isolated enclosures are prohibited. Fences must be located entirely within the Lot boundaries and may not interfere with rights-of-way or impede access to utility or drainage easements. Lakefront Lots will be subject to UNRMWA rules and regulations.

*10.3 Height Limitations:*

Fences shall not exceed six feet (6') in height; provided that, fences along the rear property line in the Interior Zone may be up to eight feet (8') in height, subject to ACC approval. Any split-rail type fencing must not exceed four (4) feet in height.

*10.4 Materials and Design:*

All fences must be constructed of new materials and be compatible with the design, color, and material composition of the dwelling to which they are appurtenant. Acceptable materials include wood, wrought iron, or brick, subject to ACC approval; provided, however, that fencing in the Lakeside Zone shall be limited to wrought iron or split rail (or a substantially similar material) as described in Section 10.1. Chain link fencing is strictly prohibited in all

areas of the Subdivision, regardless of location or screening. Barbed wire and similar hazardous materials are also prohibited unless expressly authorized by the ACC.

*10.5 Construction and Maintenance Standards:*

Fences must be constructed in a neat and professional manner, with the finished side facing outward toward adjacent properties or streets. Gates must match the materials and design of the fence. Owners are responsible for maintaining fences in good condition, including timely repairs, repainting, or restraining as needed. Fences must remain free of rust, damage, debris, or deterioration.

*10.6 Approval Process:*

No fence shall be erected, modified, or replaced without prior written approval from the ACC. Submittals must include plans, elevation drawings, materials, dimensions, and location of the proposed fence.

*10.7 Fences on Common Areas:*

No fences may be installed by an Owner on or across any Common Area without the prior written approval of the Association and the ACC.

*10.8 Enforcement:*

Violations of this Section are subject to enforcement, including fines, removal at the Owner's expense, and other remedies available under the Association's governing documents.

**11. Livestock, Pets Poultry and Other Animals.** No cattle, horses, swine, sheep, goats, poultry, or livestock of any other kind, other than dogs, cats, and other types of pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any Lot; provided that, Residents in the Interior Zone are allowed to keep a maximum of six (6) female chickens ("hens") in an enclosed coop. At no time shall a Resident be allowed to keep a male chicken ("rooster") on the Property. Except as provided in the following paragraphs, no pets may be kept or bred for commercial purposes. No animals or pets shall be allowed to run at large within the Subdivision. Should ordinary household pets (or hens) become a nuisance, in the opinion of the Declarant, and thereafter in the opinion of the Association, they must be immediately removed from the Subdivision.

**12. Storage of Recreational Equipment.** No junk, wrecking or auto storage shall be located on any Lot. Trailers and boats shall not be kept, stored or permitted to remain on any Lot unless stored in a structure or out of plain sight.

**13. Mineral Production and Excavation.** Any and all kinds of oil or gas drilling, oil or gas operations, and quarrying or mining operations are prohibited on all Lots except by directional drilling from a surface location other than the Property. With the exception of personal use by the Owner of the Lot for improvements on the Lot from which the product is excavated,

excavation of sand, gravel or rocks is prohibited.

**14. Consolidation of Lots.** An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

**15. Easements.** No easement in a Lot may be granted without ACC approval, except as permitted herein.

**16. ATV's, Golf Carts, etc.** Use of golf carts, ATV's, etc. are permitted but must adhere to posted speed limits and operated in a safe manner.

**17. Maintenance of Lots.** All Lots shall be maintained and mowed in a reasonable manner so as not to become an unsightly nuisance to other Owners.

**18. Aerials.** Without the written consent of the ACC first had and obtained, no radio, telephone, television or other aerial communication antennae or wires shall be maintained on any portion of any Lot forward of the front wall line of the main dwelling constructed on such Lot.

**19. Swimming Pool Equipment.** All pool or pool service equipment shall be located either (a) in a side yard between the front and rear boundaries of the main dwelling or (b) in the rear yard directly abutting and adjacent to the main dwelling. In addition, this equipment (a) must be visually screened by a solid masonry wall, wood fence of approved type and construction or sufficient landscaping and (b) meet with the approval of the ACC. All screening walls shall be fully landscaped with landscaping of a type, quality and quantity approved by the ACC.

**20. Sales Event Signage Restriction.** No Owner shall place or display any "For Sale" sign or other marketing signage on their Lot during any sales event conducted by the Declarant, including the day of the event, without the prior written consent of the Declarant.

**21. The Reserve.** The Association may adopt, amend, and enforce reasonable rules and guidelines governing the use and enjoyment of The Reserve by Owners, Residents, and their guests. Such rules may address access, permitted activities, hours of use, and conduct, and shall be aimed at preserving safety, environmental quality, and community enjoyment. Use of The Reserve is a privilege and may be limited or suspended by the Association for violations of such rules or for maintenance, safety, or regulatory reasons.

#### **D. Improvements, Utilities and Easements**

##### **1. Construction of Improvements.**

(a) All Residences, including the primary residence and any secondary dwelling unit must be built on concrete slab foundations.

(b) All primary Residences must not be less than one thousand eight hundred (1,800) square feet.

- (c) All improvements, including but not limited to the Residence, boathouses, storage buildings, outbuildings, piers, and fences, must be constructed on site using new materials and in a skilled and workmanlike manner. All accessory buildings — including any garage, household assistant’s quarters, guesthouse, storage building, workshop, or other detached structure — must receive prior written approval from the Architectural Control Committee (ACC) before construction begins. Any accessory building shall be located on the rear one-third (1/3) of the Lot unless a variance is granted in writing by the ACC. The total square footage of all such detached accessory buildings shall not exceed the greater of: (a) 1,800 square feet, or (b) fifty percent (50%) of the heated and cooled square footage of the main Residence. These location and size limitations do not apply to non-residential accessory buildings such as workshops or storage buildings, though such structures still require prior ACC approval. No more than three (3) structures, including the primary Residence, may be constructed on a Lot without prior ACC approval.
- (d) Exterior materials for all Residences must include at least 45% masonry such as brick, stone, stucco, or cementitious siding. Materials like concrete block, vinyl, plywood, or unfinished aluminum are not allowed. Painted brick is permitted if it meets specific standards and receives ACC approval. Earth tones are required for all exterior colors, with bright, pastel, or primary colors prohibited. All visible sides of accessory buildings must be compatible with the Residence to which it is appurtenant in terms of design and material composition. Any metal buildings must be earth-toned and meet screening requirements.
- (e) All improvements, including but not limited to aerobic septic systems, shall meet or exceed all applicable regulations and guidelines and Owners are solely responsible for obtaining all necessary building permits.
- (f) Prior to any aerobic septic system being installed on any Lot, the Owner of such Lot shall obtain all required permits and approvals for an on-site sewage facility (OSSF) from the Texas Commission on Environmental Quality (TCEQ) and any other agency with the authority to regulate OSSFs on the Property and the Lot.
- (g) Driveways and driveway aprons shall be no more than forty (40) feet in width and any entry or driveway which crosses a drainage ditch must be constructed of asphalt or concrete (any other material will have to be approved by the ACC) with a suitable culvert so that such entry or driveway does not impede nor redirect the drainage of water through such drainage ditch. All driveway culverts must meet or exceed the minimum size specifications set forth in Exhibit “A”. No culvert smaller than the listed dimensions shall be permitted.
- (h) Prior to any piers, bulkheads, boathouses or other improvements being constructed and installed on any Lot that borders Lake Palestine, the Owner of such Lot shall obtain all required permits and approvals from the Upper Neches River Authority of Texas and any other agency with the authority to regulate the same.

- (i) All exterior construction of the primary Residence, garage, porte cochere, porches, driveways, and any other appurtenances or appendages of every kind on any Lot, and all interior construction (including but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational [including being connected to water and sewer lines], all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than twelve (12) months following the date on which foundation forms are set.
- (j) Subject to the provisions of these Restrictions, the Declarant, during the Development Period, and the Association, by unanimous consent of the Board, may each, from time to time, impose upon the Lots property design guidelines applicable to the development of the Property and the construction of Improvements on the Lots as the Declarant or the Association may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision. Such Design Guidelines shall be effective as of the date an executed and acknowledged document imposing such Design Guidelines is filed in the official public records of Anderson County, Texas.
- (k) All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- (l) No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line, except that the ACC may authorize the construction of improvements on corner Lots facing either diagonally across such Lot or facing the street abutting the longer dimension of such Lot. All Structures must be located behind the front wall of the Residence.
- (m) Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days (or within a longer period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.
- (n) Prior to the occupancy of any dwelling, except as otherwise approved by the ACC, the Owner will plant and maintain shrubs and/or other forms of landscaping, as well as a complete grass covering in all areas of the Lot between the street in front of such dwelling, and the location of the front edge of the foundation.
- (o) No Residence shall exceed two stories in height, unless a written variance is granted in advance by the ACC.
- (p) For any Lot containing a drainage easement, the Owner shall not alter, obstruct, modify, or redirect the flow of water within the easement without the prior written approval of the Declarant or POA.

2. **Further Subdivision.** No Lot may be further subdivided without the consent of Anderson County, Texas and the Board.

3. **Utilities**

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric utilities and related equipment (including, without limitation, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.

(b) **Utility Equipment.** Each local electric utility provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

4. **Easements**

(a) **Roadway Easements.** Owners shall have permanent easements and rights of way over and across the roads and streets of the Subdivision as shown on the Plat (the "Roads"). During the Development Period, Declarant shall have the sole authority to make all decisions and take all actions deemed necessary, in Declarant's sole discretion, to install, improve and maintain the Roads. After the Development Period is terminated, the Association shall have the sole authority to make all decisions and take all actions deemed necessary, in the Association's sole discretion, to install, improve and maintain the Roads.

(b) **Declarant's Permanent Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under, over and across private and dedicated streets, for ingress and egress and development of all roads, drainage, and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

5. **Remedies of Declarant and the Board as to land use.** By acceptance of deed to a Lot each Owner agrees that Declarant, the Board, and any representatives, agents,

employees or contractors of Declarant and the Board, shall have the right to enter upon any Lot on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, AND THE ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

6. **Owners Acknowledgment.** Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Association shall act to relieve an Owner from such duty of compliance. Each Owner agrees that neither the Association nor any of Declarant's successors and Assigns, shall have any liability for any act or omission of Declarant which occurred prior to the effective date of any succession or assignment.

### ARTICLE III PROPERTY OWNERS ASSOCIATION

#### A. Establishment and Governance

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Each owner of a Lot shall be a member of the Association. Except as provided in this paragraph, there is one membership for each Lot, and in those instances where a single Lot is owned by more than one party, the multiple Owners of such lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per each Lot owned. When more than one person is an

Owner, each is a Class A Member. The vote for 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.

b. *Class B.* The Class B Member is Declarant and has four (4) votes for each Lot owned. The Class B Membership ceases and converts to Class A Membership on the happening of either of the following events, whichever occurs earlier:

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. at such time as the Declarant has conveyed ninety percent (90) or more of the Lots, whether in a single transaction or multiple transactions, to an individual or entity.

4. *Suspension of Voting Rights.* All voting rights of a Lot owner may be suspended by the Board of Directors of the Association during any period in which such Lot owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation thereunder or under the Bylaws or rules and regulations of the Association.

5. *Registration with the Association.* In order that the Owner and the Association can properly determine voting rights and acquaint every Lot purchaser and every Lot owner with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Lot owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Lot owner; (b) the personal address, occupation and telephone number of other local individuals who can be contacted (in the event the Lot owner cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. In the event any Lot owner fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Lot owner shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

## **B. Architectural Control Committee -- ACC**

### **1. Establishment**

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC shall consist of no less than three (3) persons or more than seven (7) persons appointed by the Board. The Board may remove or replace an ACC member at any time. In the event of the death or resignation of any member

of the ACC, the remaining member or members shall have full authority to designate and appoint a successor. Members of the ACC shall serve without compensation.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Designated Representative.* A majority of the then members of the Committee may designate a representative to act for it.

e. *No Liability.* The ACC and its members shall be free from liability for actions within the scope of the ACC's function, unless gross negligence is proven. All owners of Lots hereby expressly waive and relinquish any and all claims against the ACC or its members, except for claims of gross negligence.

f. *Change of Membership and Amendment of Authority.* The record owners of at least seventy-five percent (75%) of the Lots in the Subdivision shall have the power, at any time with Declarant's consent, or, after ten (10) years from the date of this instrument without Declarant's consent, through a duly recorded written instrument, to change the membership of the ACC, to withdraw powers and duties from the ACC, or to restore the powers and duties of the ACC. Such action shall be effective upon recordation of a written instrument properly reflecting same in the Real Property Records of Anderson County, Texas.

g. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

## 2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure or improvement may be erected, placed or altered on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC as to: (i) quality of workmanship and materials; (ii) harmony of external design with existing structures and improvements; (iii) location with respect to topography and finish grade elevation; and (iv) compliance with these Restrictions. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

### b. *Procedures*

i. *Complete Submission.* All final plans and specification must be submitted in duplicate to the ACC for approval prior to the start of any construction. Any structure or improvements affected by these Restrictions

shall be the subject of such a plan. Within fifteen (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Procedure for Review.* At such time as the plans and specifications meet the approval of the ACC, one complete set of such plans and specifications will be retained by the ACC and the other complete set will be marked "approved" and returned to the Lot owner. Any modification or change to the approved set of plans and specifications which affects an aspect which is the subject of these Restrictions must be approved by the ACC. In the event such plans and specifications are not approved, or in the event construction is not in conformity with the approved plans and specifications, the Lot owner and the contractor agree and covenant to conform such construction to the requirements of these Restrictions and the ACC.

iii. *Deemed Approval.* If the ACC or its designated representative, fails to give notice of disapproval of the plans and specifications to the submitting Owner within fifteen (15) days after complete submission, and if no suit to enjoin the construction is commenced prior to the completion of such construction, the submitted plans and specifications are deemed approved.

iv. *Authority to Modify.* The ACC shall have the right and authority to waive or modify any Regulation where, in the opinion of the ACC, such action is necessary for the advantage and best appearance of the Subdivision, but only in the following circumstances:

- a. Where one Lot and all or a portion of other contiguous Lots are being used together for the purpose of building a single family residence;
- b. In the case of a Lot or Lots which are unusual in size, or which are of an unusual or irregular shape; or,
- c. In the case of changed circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these Restrictions.

c. *Architectural Standards Bulletins.* The ACC may (but shall not be obligated to) from time to time promulgate and publish architectural standards bulletins ("Bulletins") which shall be fair, reasonable, and uniformly applied and

shall carry forward the spirit and intention of these Restrictions. Although the ACC shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the ACC shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design and use of private property. Such Bulletins shall supplement these Restrictions and are incorporated herein by reference and shall be furnished to each Lot owner upon request.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

### C. Assessments

1. *Authority.* To the extent the Annual Maintenance Charge is insufficient, the Association may levy one or more assessments hereafter contained in this Part C (the "Assessments") to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to pay the costs and related expenses need to repair, maintain or replace the roadbed of the roadways in the platted subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Area.

2. *Equal Division.* All assessments made by the Association shall be divided equally among the Lot Owners (other than the Declarant), provided however that an Owner or Owners who own two or more contiguous Lots, titled in the same name or names, may, upon written election of the Owner or Owners, be allocated such assessments as if two or three contiguous Lots were one Lot. A group of two or three lots counted as one Lot for assessment purposes shall also be counted as one Lot for all voting purposes of the Association. This exception applies for up to three contiguous Lots which are titled in the same name or names. An Owner or Owners who own contiguous Lots may use this exception for only one group of two or three Lots. This exception must be claimed by the Owner or Owners by written notification to the Board. This election cannot be revoked or changed unless or until the property is sold or otherwise conveyed.

3. *Personal Obligation.* Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) The Assessments or charges; and (2) member charges levied against individual Lot owners to reimburse the Declarant or Association (as the case may be) for extra or unusual costs incurred by the Declarant or Association (as the case may be) for curing the lot owner's violation of a restrictive covenant or other provision contained in these Restrictions. The

Assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are herein provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot or Lots against which each such Assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such Lot at the time the obligation accrued.

4. *Use of Assessments.* The Assessments levied by the Association shall be used for upgrading, repairing and/or maintaining streets and installing, acquiring, maintaining, repairing and up keeping improvements and/or facilities of the Association or the Subdivision (such as paying electricity charges of street lights), as well as for the purpose of promoting the recreation, health, safety and welfare of the lot owners, and in particular, for the improvement, maintenance and operation of the Subdivision, including the Common Area, as well as services and facilities devoted to this purpose and related to the use and enjoyment of the Subdivision by the lot owners.

5. *Creation of Lien.* Each and every Assessment or charge including but not limited to the Annual Maintenance Charge contained in this Part C are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments and charges. Each lot owner, by his, her or its 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 lot 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 non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint one or more agents, to mail and file the notices required by Texas Property Code § 51.002 (as well as any other applicable section of the Texas Property Code or other applicable laws), to conduct the sale, and to otherwise comply with the applicable statute(s). 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 lot Owner may waive or otherwise escape liability for the Assessments provided for herein by virtue of abandonment of a Lot.

6. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

7. *Budget.* Each year, the Board of Directors of the Association shall adopt an annual budget and, when applicable, set the amount of the annual assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and the future needs of the Association. The annual budget shall be adopted by the Board of Directors at least thirty (30) days prior to the commencement of each calendar year.

8. *Member Charge.* In addition to the annual assessment and any special assessment, the Association, by a majority vote of the Board of Directors, may impose a charge (Member Charge) upon any lot owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of

landscaping or site improvements on any particular lot when the Board of Directors has determined the maintenance, repair or replacement of improvements associated with such owner's lot has been neglected to the point where conditions existing on such lot are not in conformance with the maintenance obligations set forth in these Restrictions. The owner of such lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the deficiencies. The owner of such lot shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance. Member charges are due and payable within thirty (30) days after the lot owner was served with notice by the Association of the amount of such Member Charge.

9. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

10. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to the vendor's lien and the lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The lien of the assessments provided for herein shall be subordinate to the lien or liens of any mortgage or mortgages now or hereafter placed upon the lot or 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 or lots 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 or lots from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. *Notice of Lien.* Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Anderson County, Texas of an Affidavit of Delinquent and Notice of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known lot owner or owners of record, and the legal description of the lot.

12. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

#### **D. Remedial Rights**

1. *Late Charges and Interest.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board of Directors, not to exceed the maximum rate of interest permitted by law. If the Board of Directors shall refuse or fail to determine a rate of interest, the rate of interest shall be the lesser of ten per cent (10%) per annum or the maximum rate of interest permitted by law. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* In addition to the foregoing charges for delinquent accounts, each lot owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable collection

charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

3. *Payment Application.* All payments shall be applied first to costs and attorney's fees, then to applicable charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

5. *Foreclosure.* At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such lot by forcible detainer, by writ of possession, or by any other remedy allowed by law.

6. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

7. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### **E. Maintenance Charges and Fund**

1. *Maintenance Fund Obligation.* Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay to the Association an Annual Maintenance Charge. The Board of Directors, at its first meeting of each calendar year, shall establish the Annual Maintenance Charge for that year.

2. *Exemption from Annual Maintenance Charge.* Declarant shall be exempted from the payment of the Annual Maintenance Fund.

3. *Maintenance Fund.* The Board of Directors of the Association, for the benefit of the lot owners, shall establish and maintain a maintenance fund into which shall be deposited the Annual Maintenance Charge collected from lot 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 any Common Area rather than against the individual lot owners, if any.
- B. Care and preservation of the Common Area.
- C. Repair and/or maintenance of roadbeds and roadways.
- D. Legal and accounting services.
- E. A policy or policies of insurance insuring the Association, as well as its directors and/or officers, against any liability to the public or to the lot owners (and/or invitees 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 By-Laws 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 assessment assessed against an individual lot owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of these Restrictions or by law or which in its opinion shall be necessary or proper for the enforcement of these Restrictions.
- I. Perpetual maintenance and enhancement of all areas maintained by the Association, including walls, gates, roads, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.

**F. Powers and Duties of Board**

1. *General Powers and Duties.* The Board of Directors of the Association, for the benefit of the lot owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for in these Restrictions, by law, and in the Bylaws of the Association:

- A. To execute all declaration of ownership for tax assessment purposes and with regard to any Common Area, if any, on behalf of all lots owners.
- B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent lot owners if the Board of Directors sees 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 any Common Area 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 any 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 lot owners.
- F. To make available for inspection by lot 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 lot 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 lot 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 lot owner for violation of such provisions or rules.
- I. To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.
- J. To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.
- K. To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.
- L. To accept title to real and/or personal property for any streets, Common Area, and Reserves.

2. *Exclusive Rights.* The Board of Directors 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 of Directors except as otherwise provided herein.

3. *Full Authority to Contract.* The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any lot owner or other person or entity for the performance by the Association of services which the Board of Directors 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 of Directors may deem proper, advisable and in the best interest of the Association.

4. *Creation of Lien.* The payment of the Annual Maintenance Charge shall be secured by the same lien that is created by the provisions of these Restrictions to secure the payment of Assessments as set forth in Article III of these Restrictions. The Board of Directors shall have the same rights of enforcement as well as all remedies that are set for in Article III. The lien to secure the Annual Maintenance Charge shall be subordinate to the lien of a mortgage to the same extent as set forth in paragraph 10 of said Part C.

#### **G. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to -

- a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- c. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3rds) of the Owners at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

#### **H. Boathouse Lots**

1. *Assignment and Use.* Certain Lots within the Subdivision may be assigned one or more Boathouse Lots, as reflected on the recorded Plat or as otherwise conveyed by Declarant. Each Boathouse Lot is intended for the exclusive use of the Owner of the corresponding Lot and may not be used by other Owners or Residents except with the permission of the assigned Owner.

2. *Conveyance and Separate Ownership.* Boathouse Lots shall be conveyed with the corresponding Lot unless the Association, in its sole discretion, grants prior written approval for a separate conveyance. Any approved separate conveyance must include a recorded instrument

clearly identifying the Boathouse Lot and the new Owner, who shall thereafter be responsible for all obligations related to that Boathouse Lot under these Restrictions.

3. *Multiple Boathouse Lots Per Owner.* The Declarant may assign or convey more than one Boathouse Lot to a single Lot Owner, and such Owner shall be entitled to the exclusive use of each Boathouse Lot so conveyed. Following the expiration of the Development Period, the Association may, in its sole discretion, approve the assignment or transfer of multiple Boathouse Lots to a single Lot Owner.

4. *UNRMWA Rules and Construction Requirements.* Use of a Boathouse Lot is subject to all applicable rules, regulations, and permitting requirements of the Upper Neches River Municipal Water Authority (UNRMWA), including design standards, construction requirements, and the payment of an annual limited-use permit fee. No improvements may be constructed on a Boathouse Lot without the prior written approval of UNRMWA and the ACC.

5. *Access Through The Reserve.* Access to Boathouse Lots shall be via The Reserve, subject to the rules and guidelines adopted by the Association for use of The Reserve. Use of The Reserve to access Boathouse Lots shall not interfere with the rights of other Owners to use and enjoy The Reserve for permitted purposes.

6. *Association Responsibility and Enforcement.* The Association shall not be responsible for the maintenance or inspection of Boathouse Lots or any improvements thereon but may enforce the provisions of these Restrictions and any related rules as applicable.

## **I. Enforcement**

1. *Parties Bound.* These Restrictions shall be binding upon Declarant, Declarant's successors and assigns, and all parties claiming by, through or under Declarant and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons, entities or parties shall be liable except with respect to breaches committed during ownership of said lots.

2. *Limitation of Impact on Mortgages.* The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, security agreement or other lien or security interest acquired and held in good faith against any lot, or any part thereof, but such liens or security interests may be enforced as against any and all lots so encumbered.

3. *Standing and Remedies.* The Association, any lot Owner, Declarant, or the holder of a lien, deed of trust, security agreement, or mortgage on any lot or lots in the Subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Association, any lot owner, Declarant, any party holding a lien, security interest or mortgage on any lot in the Subdivision, or the ACC, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the lot owner, or his, her, it's or their tenants, invitees or representatives from so doing; to correct such violation; to

recover damages; or, to obtain such other relief for such violation as then may be legally available.

4. *Result of Conflicting Restrictions.* These Restrictions shall not permit any action or thing prohibited by the laws, rules or regulations of any governmental authority. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, or these Restrictions shall govern and control.

## **J. General Provisions**

1. *Term.* This Declaration and Restrictions set forth herein shall continue and be binding upon Owner and Owner's successors and assigns for a period of fifty (50) years ("Primary Term") from the date of this instrument, unless terminated or amended. At the expiration of the Primary Term, these Restrictions shall automatically be extended for an additional ten (10) year period ("Extension Term") and for successive ten (10) year periods of the Extension Term thereafter, unless terminated or amended. After the expiration of the Primary Term, the owners of seventy-five per cent (75%) of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Real Property Records of Anderson County, Texas, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the Restrictions set forth in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver. No waiver or consent, express or implied, by any lot owner to or of any breach or default by any lot owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such lot owner of the same or any other obligations of such lot owner hereunder. Failure on the part of a lot owner to complain of any act of any other lot owner or to declare any lot owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended as follows:

- a. By Declarant. Declarant, during the Development Period, reserves the sole and exclusive right, without joinder or consent of the Association or any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. However, this Declaration or other dedicatory instrument of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association,

consisting of Owners assume office.

- b. By Owners. Following the expiration of the Development Period, this Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect all the Los. The date an owner's signature is acknowledged shall constitute *prima facia* evidence of the date of execution and adoption of said amendment by such Owner. Those Members of the Board of Directors of the Association entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the real property records of Anderson County Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Owners voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.
- c. By the Association. The Bord of Directors has the right in tis sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:
  - i. To resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or to confirm this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or
  - ii. To conform this Declaration to the requirements of any governmental agency including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

- iii. To amend the Rule and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and
- iv. To amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply the Texas or federal law.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Attorney's Fees.* Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, and travel and expert witness fees from the non-prevailing party.

8. *Binding Effect.* This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

9. *Choice of Law.* This instrument shall be subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Anderson County, Texas.

10. *Legal Construction.* In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) two (2) days following the date the Notice was properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according


to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

12. *Recitals.* Any recitals in this instrument are represented by the parties hereto to be accurate and constitute a part of the substantive agreement.

13. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and legal banking holidays in the State of Texas. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

14. *No Representations or Warranties.* No representation or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

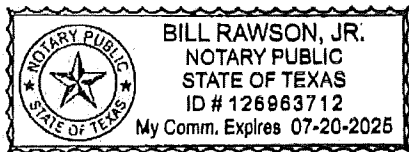
Oak River Estates, LP, a Texas limited partnership,  
by and through its general partner, Oak River GP,  
LLC

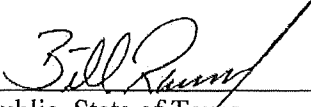
BY:   
Nathan Spillman, President

STATE OF TEXAS

COUNTY OF ANDERSON )

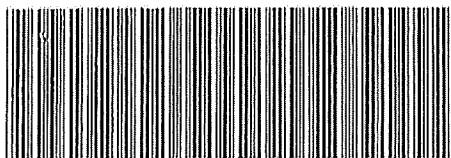
This instrument was acknowledged before me on 16, June   , 2025, by Nathan Spillman, President of Oak River GP, LLC, a Texas limited liability company on behalf of Oak River Estates, LP, a Texas limited partnership.



  
Notary Public, State of Texas  
My commission expires: 7-20-2025

After recording, please return to: ✓

Oak River Estates, LP, a Texas limited partnership  
3801 Brookside Dr.  
Tyler, Texas 75701



\*VG-103-2025-3768\*

Anderson  
County  
Mark Staples  
Anderson County  
Clerk

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Document Number: 2025 - 3768

Real Property Recordings  
RESTRICTIVE COVENANTS

Recorded On: June 16, 2025 11:55 AM

Number of Pages: 31

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" Examined and Charged as Follows: "

Total Recording: \$141.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 2025 - 3768  
Receipt Number: 20250616000032  
Recorded Date/Time: June 16, 2025 11:55 AM  
User: Melissa H  
Station: ANCO\_WS467

**Record and Return To:**

OAK RIVER ESTATES LP  
3801 BROOKSIDE DR  
TYLER TX 75701



STATE OF TEXAS  
COUNTY OF ANDERSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Anderson County, Texas.

Mark Staples  
Anderson County Clerk  
Anderson County, TX

