

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS
FOR
OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.**

**STATE OF TEXAS §
 §
COUNTY OF SMITH §**

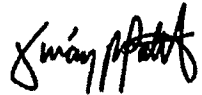
The undersigned, as attorney for Oak Hollow Property Owners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (the "*Property*"), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Design Guidelines and Community Rules and Regulations (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Oak Hollow Property Owners' Association, Inc. has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Smith County, Texas; and serves to supplement that certain Certificate and Memorandum of Recording of Dedicatory Instruments filed on November 22, 2021, as Instrument No. 202101048188, in the Official Public Records of Smith County, Texas; and that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on June 27, 2022, as Instrument No. 202201025004, in the Official Public Records of Smith County, Texas.

OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.,
a Texas Non-Profit Corporation




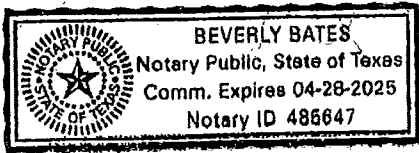
By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Oak Hollow Property Owners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 28th day of June, 2022.



Notary Public, State of Texas

· Design Guidelines and Community Rules and Regulations

WITNESSETH:

WHEREAS, Declarant owns the 174.430 acres, more or less, of real property described on Exhibit "A" which is attached hereto and incorporated herein for all purposes, hereinafter referred to as the "Oak Hollow Subdivision", which is to be developed as a master planned commercial and residential community;

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Property as part of a commercial and residential master planned community of high quality and standards in a consistent manner with continuity and to insure the creation of an architecturally harmonious development, Declarant desires to subject the Property to the covenants, conditions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth herein collectively called "Exhibit B;"

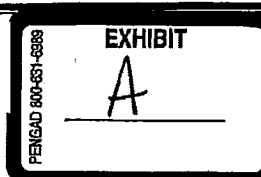
NOW THEREFORE, under Article VI – TERMS; AMENDMENTS; TERMINATIONS, 6.02 Amendments. Until the later of the date on which the Declarant shall have initially sold all of the Property, such sales being evidenced by the recording of a Deed from the Declarant to the initial buyer of a Lot or other portion or parcel of the Property, shall have the right to unilaterally change or amend this Declaration at any time, in any manner, and for any reason or purpose as determined at the sole discretion of the Declarant. After all the Property have been initially sold by Declarant, this Declaration may be amended or changed in whole or in part at any time only by the affirmative vote of the then Owners.

ARTICLE I - ARCHITECTURAL CONTROL

1.01 Reservation and Assignment of Architectural Control. The Declarant, desiring (i) to provide for the preservation of the values and amenities in and upon the Property and each Lot and (ii) to subject the Property and each Lot to the reservation of architectural control hereinafter expressed for the purpose of implementing a general plan of development for the Property to insure the creation of a high quality, architecturally harmonious subdivision, which general plan of development and reservation of architectural control is for the benefit of the Property and each Lot, or any part thereof, and each Owner, as well as for the benefit of the Declarant as developer of the Property, hereby reserves the right and all rights to approve or disapprove as to:

A. compliance with any specific restrictions imposed by Declarant, the Architectural Control Committee, or anyone acting on behalf of either the Declarant or the Architectural Control Committee, with respect to a Lot, the Lots, and the Property and/or any part thereof;

B. without limitation, harmony of external design, adequacy of structural design, location of improvements, allowing and location of exterior lighting, building and landscaping setbacks from property lines, playground equipment, recreational equipment, athletic equipment, basketball goals, swimming pools, spas, hot tubs, square footage of improvements, driveways, fences, walls, retaining walls and landscaping in relation to surrounding structures and topography which are now or hereafter may be existing or proposed, including, but not by way of limitation, architectural designs, setbacks, landscaping, color schemes, types and quality of construction materials, quality of workmanship, any and all subdivisions, resubdivisions (where permitted), exterior additions to, changes in, construction, paving, alteration or excavation of the Property or of any Lot or any part thereof (including, but not limited to the trees now located or to be located thereon) and any and all Dwellings, structures and other improvements located thereon, either permanent or temporary, including without limitation, additions to, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other



structures or improvements of any type or nature located thereon which any person or entity, including without limitation, governmental and quasi-governmental subdivisions or agencies, seeks to commence, erect, construct, place or maintain upon any Lot, or any part thereof.

1.02 **Appointment.** Declarant, as the Board of Directors, has the right, but not the obligation, to appoint an initial Architectural Control Committee consisting of three (3) or more persons, which committee shall serve at the pleasure of the Board of Directors. If the committee consists of three (3) or more persons, one-half or more of the members may act for the committee. The Architectural Control Committee shall be chosen from among the members of the Board of Directors of the association.

1.03 **Construction Requests.** All requests for approval of any of the items set forth in this Article shall be submitted in writing to the Architectural Control Committee, and such request for approval shall be accompanied by complete and specific plans and specifications showing the nature, kind, shape, elevations, height, materials, color, location, landscaping, and other material attributes of the Dwelling Unit and other Permanent Improvements, additions, changes, alterations or excavation of a Lot or any part thereof. The Architectural Control Committee shall have no duty to exercise the power of approval or disapproval hereby reserved. The Architectural Control Committee shall have the power and authority to charge an application fee to be submitted with all requests for approval of items as required in this Article.

1.04 **Designation of Power of Approval.** With respect to each Lot, or any part thereof, the Board of Directors does herein and hereby delegate the power of approval and disapproval, reserved in this Declaration to the Architectural Control Committee, if one is appointed. This delegation of the power of approval and disapproval may be rescinded at any time by the Board of Directors. As long as this delegation of the power of approval and disapproval is in effect, any person or entity owning any interest in any Lot, or any part thereof (where permitted), shall be required to deal with the Architectural Control Committee, and not the Board of Directors, and the Board of Directors shall have no responsibility or liability of any nature whatsoever for the actions of the Architectural Control Committee. If the Board of Directors acts as the Architectural Control Committee, the power of approval and disapproval will remain with the Board of Directors.

1.05 **Prior Approval.** No dwelling, building, garage, storage building, fence, wall, sign, exterior lighting, pole, antenna, driveway, sidewalk, other walkway, mailbox, athletic equipment, recreational equipment, playground equipment, basketball goals, swimming pool, spa, hot tub, other structure, equipment or apparatus of any nature whatsoever, either permanent or temporary, or landscaping shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision, or resubdivision thereof, including without limitation changes in or alteration of grade, landscaping, roadways, and walkways, be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same shall have been submitted in writing to and approved in writing by the Architectural Control Committee, in its sole and exclusive discretion, as to (i) compliance with the Covenants herein contained, and (ii) harmony of external design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not limited to, architectural designs, setbacks, landscaping, color schemes and construction materials. The Architectural Control Committee shall have the right to promulgate a form for submission of such items to the Architectural Control Committee, and upon such promulgation, all Owners shall be required to use the form for all such submissions. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to the Architectural Control Committee, approval will not be required, and the requirements for approval set forth in this Article shall be deemed to have been fully met and performed. Non-exercise of the powers hereby reserved in one or more instances shall not be deemed to constitute a waiver of the right to

exercise such power in any other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of gross negligence or willful misconduct attributable to the Architectural Control Committee, the Architectural Control Committee and the individual members of the Architectural Control Committee shall not be liable for the improper enforcement or failure to exercise any of the powers reserved and delegated unto said Architectural Control Committee pursuant to this Declaration. The fact that some type of structure or improvement may be mentioned in this Declaration is not in any manner to be construed as a statement that such type of structure or improvement will be allowed on any Lot in the Subdivision, as the final approval or disapproval for any type of structure or improvement on any Lot shall be expressly vested solely in the Architectural Control Committee to be exercised at its sole discretion.

1.06 **No Liability.** In no event shall any approval obtained from the Architectural Control Committee pursuant to the terms of this Declaration be in any manner deemed to be a representation of any nature regarding the structural integrity or safety or engineering soundness of the structure or other item for which such approval was obtained, nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations, nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval. No member of the Architectural Control Committee shall at any time have any liability to any Owner, Member or other person or entity for any decision(s) that are made by the Architectural Control Committee as long as such decision(s) are made by the decision maker without willful and intentional misconduct. Any and all errors or omissions from the plans submitted to the Architectural Control Committee shall be the sole responsibility of the Owner of the Lot to, which the plans and improvements relate, and the Architectural Control Committee, and each member thereof, shall have no obligation to check the plans for errors or omissions or to check such plans for compliance with this Declaration, zoning ordinances, laws, building lines, easements or rights-of-way, or any other issue.

1.07 **Consent or Approval Requirement.** Whenever the consent or approval of the Declarant, the Architectural Control Committee, the Board or the Association is required under the terms of this Declaration, the Declarant, the Architectural Control Committee, the Board and the Association, as applicable, shall have the right to withhold such consent or approval for any reason or for no reason, unless expressly provided otherwise in this Declaration.

1.08 **Restriction on Commencement of Construction.** No construction nor pre-construction (site clearing, tree cutting or trimming, dirt removal, etc.) work of any type, kind or nature may be commenced on any Lot unless and until the Owner has received the written approval of the Architectural Control Committee as required by this Declaration.

ARTICLE II - GENERAL RESTRICTIONS

2.01 **Single-Family Residential Purposes.** All Lots and all Permanent Improvements thereon shall be used for single-family residential purposes only and for no other purposes. No Lot in the Subdivision shall ever be used, even temporarily, for any commercial, business or professional purposes; as such use shall be determined solely by the Architectural Control Committee and whose determination shall not be subject to challenge, review or appeal, judicially or otherwise. Each Owner by accepting a Deed to a Lot hereby waives any and all rights to challenge, review or appeal the determination by the Architectural Control Committee of whether or not a use is for commercial, business or professional purposes.

2.02 **Types of Structures.** Unless otherwise approved by the Architectural Control Committee, no Permanent Improvements shall be erected, constructed, altered or permitted to remain on any Lot other than one (1) detached single-family, residential dwelling. Each Dwelling Unit shall have a private garage

as provided in Section 2.03, below. No used or previously constructed building or other structure shall be moved onto any Lot at any time. No structure of any kind of a temporary character nor any trailer, mobile home, manufactured home, trailer home, recreational vehicle, travel trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either permanently or temporarily. Nothing in this Paragraph 2.02 nor otherwise in this Declaration shall preclude an Owner from constructing an approved outbuilding for storage on a Lot as long as the Owner obtains the prior written approval for such outbuilding from the Architectural Control Committee.

2.03 Garage Construction. Plans and specifications for all garages to be constructed on any Lot shall be approved in writing by the Architectural Control Committee prior to the commencement of construction of the Dwelling Unit on such Lot. Garages may not at any time be closed in and occupied or used as part of a Dwelling Unit. Garages may not be used for anything other than storage and parking vehicles, boats, boat trailers and all-terrain vehicles without the prior express written consent of the Architectural Control Committee. Any garage that faces or fronts any street in the Subdivision shall (i) have a screen or barrier that restricts the sight of the garage entry from the street on which it faces that is approved by the Architectural Control Committee in its sole and exclusive discretion, and (ii) be located and constructed at least thirty-five (35) feet further back from the street on which it faces or fronts than the front setback line for the Lot as provided in Section 2.04, below; provided, however, the Architectural Control Committee in its sole and exclusive discretion shall have the right and authority to require any garage to be located a distance of less than thirty-five (35) feet from the street in a proper circumstance as determined by the Architectural Control Committee in its sole and exclusive discretion.

- a. **Barrett Heights:** Any garage that faces or fronts any street in the Subdivision shall be located and constructed at least twenty-five (25) feet further back from the street on which it faces or fronts than the front setback line for the Lot as provided Setbacks; provided, however, the Architectural Control Committee in its sole and exclusive discretion shall have the right and authority to require any garage to be located a distance of less than fifty (50) feet from the street in a proper circumstance as determined by the Architectural Control Committee in its sole and exclusive discretion.
- b. **Bishop's Gate:** Any garage that faces or fronts any street in the Subdivision shall be located and constructed only as specifically allowed by the Architectural Control Committee in writing. The Architectural Control Committee shall have the right and power to require such setback of the garage on any Lot as determined solely by the Architectural Control Committee in its sole discretion. All doors on any garage shall be the style, type of material, type of construction and type of workmanship as shall be required and approved in writing by the Architectural Control Committee. No garage doors may be installed for the garage on any Lot until the Owner has received the written approval for the garage doors. All garages shall be constructed to accommodate at least two (2) full size automobiles.
- c. **The Stables:** Any garage that faces or fronts any street in the Subdivision shall be located and constructed at least twenty (20) feet further back from the street on which it faces or fronts than the front setback line for the Lot as provided in Section 2.04, below; provided, however, the Architectural Control Committee in its sole and exclusive discretion shall have the right and authority to require any garage to be located a distance of less than twenty (20) feet from the street in a proper circumstance as determined by the Architectural Control Committee in its sole and exclusive discretion.
- d. **Water's Edge:** Any garage that faces or fronts any street in the Subdivision shall be located and constructed at least fifteen (15) feet further back from the street on which it faces or fronts than the front setback line for the Lot as provided in Section 2.04, below; provided, however, the

Architectural Control Committee in its sole and exclusive discretion shall have the right and authority to require any garage to be located a distance of less than fifteen (15) feet from the street in a proper circumstance as determined by the Architectural Control Committee in its sole and exclusive discretion. If an Owner's garage faces or fronts any street in the Subdivision, the garage door in such case may not have a width greater than ten (10) feet without the prior written approval of the Architectural Control Committee.

2.04 Setbacks.

Barrett Heights: Except as provided in this Section 4.04, below, no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than twenty-five (25) feet.

1. On the side of Lots 22 and 31 that face Barrett Court, there will be at least a twelve (12.0) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on either Lot 22 or 31 nearer to such side Lot line than twelve (12.0) feet. For all Lots other than Lots 22 and 31, there will be at least a seven and one-half (7.5") foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than seven and one-half (7.5") feet.
2. For that 63.11 foot portion of Lot 5 that has frontage on Oak Alley and that portion of Lot 5 that has frontage on Oak Alley that is identified a Curve C12, there will be at least a twelve (12.0) foot building setback line. For the remainder of Lot 5 that has frontage on Oak Alley, there will be a twenty-five (25.0) foot building setback line.
3. For that portion of Lot 15 that has frontage on Oak Alley that is identified a Curve C 10 and that one-half of that portion of Lot 15 that has frontage on Oak Alley that is identified a Curve C11, there will be at least a twelve (12.0) foot building setback line. For the remainder of Lot 15 that has frontage on Oak Alley, there will be a twenty-five (25.0) foot building setback line.

Bishop's Gate: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty (20) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than fifteen (15) feet. On one side of each Lot, there will be a ten (10) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than ten (10) feet. On the other side of each Lot, the side of the Lot opposite the ten foot building setback line (the "Zero Lot Line Side"), there shall be no building setback and the Dwelling Unit may abut the boundary line of the Lot on such other side.

The Owner of each Lot (the "Easement Holder") shall have an easement appurtenant over, across, on and under the Lot (the "Servient Lot") located immediately next and adjoining the Zero Lot Line Side of the Easement Holder's Lot as follows:

1. The easement shall be ten (10) feet in width, and the easement shall be located within the ten (10) foot side building setback line of the Servient Lot as provided above.
2. The easement shall run from the front boundary line of the Servient Lot to the back boundary line of the Servient Lot.

3. The easement shall be used solely for allowing the Easement Holder, and his contractors, agents and representatives, to access the Servient Lot for the purposes of constructing the Dwelling Unit and other Permanent Improvements upon the "Easement Holder's Lot, reasonable maintenance of the Dwelling Unit and other Permanent Improvements upon the Easement Holder's Lot, and reasonable repair, remodeling or reconstruction of the Dwelling Unit and other Permanent Improvements upon the Easement Holder's Lot.

Hadley Court: No Dwelling Unit or other Permanent Improvement on any of Lots 1 - 27 and Lots 38 - 42 shall be located on any Lot nearer to the front Lot line (the Lot boundary line facing Princedale street) than twenty (20) feet. No Dwelling Unit or other Permanent Improvement on any of Lots 28 - 37 shall be located on any Lot nearer to the front Lot line (the Lot boundary line facing Knights Court street) than twenty (20) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than fifteen (15) feet. Lot 27 does not have a back Lot line.

Shaddock Ridge: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than twenty-five (25) feet. On the side of Lot 1 and Lot 12 that faces Dueling Oaks Drive, there will be at least a twelve and one-half (12.5) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on either Lot 1 or Lot 12 nearer to such side Lot line than twelve and one-half (12.5) feet. On the side of Lot 1 and Lot 12 that does not face Dueling Oaks Drive, there will be at least a ten (10) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on either Lot 1 or Lots 12 nearer to such side Lot line than ten (10) feet. For all Lots other than Lot 1 and Lot 12, there will be at least a ten (10) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than ten (10) feet.

Plantation: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than thirty (30) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than thirty (30) feet. On the side of Lots 1 and 17 that faces Nottaway Drive, there will be at least a fifteen (15) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on either Lot 1 or 17 nearer to such side Lot line than fifteen (15) feet. On the side of Lots 1 and 17 that does not face Nottaway Drive, there will be at least a seven and one-half (7.5) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than seven and one-half (7.5) feet. For all Lots other than Lots 1 and 17, there will be at least a seven and one-half (7.5) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than seven and one-half (7.5) feet.

The Shadows: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than twenty-five (25) feet. On the side of Lots 1 and 6, Block 1570-P that face Mulberry Grove Street, there will be at least a twelve and one-half (12.5) foot building side setback line on the West side of the Lot next to Park Slope Street, and no Dwelling Unit or other Permanent Improvement shall be located on either Lot 1 or 6, Block 1570-P nearer to such side Lot line than twelve and one-half feet (12.5) feet. For all other side setback lines on all Lots in the Subdivision there will be at least a seven and one-half (7.5) foot building setback line for the side of each Lot, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than seven and on half (7.5) feet.

The Stable's: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty (20) feet. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the back Lot line than fifteen (15) feet. On one side of each Lot, there will be a ten (10) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than ten (10) feet. On the other side of each Lot, the side of the Lot opposite the ten foot building setback line (the "Zero Lot Line Side"), there shall be no building setback and the Dwelling Unit may abut the boundary line of the Lot on such other side.

The Owner of each Lot (the "Easement Holder") shall have an easement appurtenant over, across, on and under the Lot (the "Servient Lot") located immediately next and adjacent to Zero Lot Line Side of the Easement Holder's Lot as follows:

1. The easement shall be ten (10) feet in width, and the easement shall be located within the ten (10) foot side building setback line of the Servient Lot.
2. The easement shall run from the front boundary line of the Servient Lot to the back boundary line of the Servient Lot.
3. The easement shall be used solely for allowing the Easement Holder, and his contractors, agents and representatives, to access the Servient Lot for the purposes of constructing the Dwelling Unit and other Permanent Improvements upon the Easement Holder's Lot, reasonable maintenance of the Dwelling Unit and other Permanent Improvements upon the Easement Holder's Lot, and reasonable repair, remodeling or reconstruction of the Dwelling Unit and other Permanent Improvements upon the Easement Holder's Lot.

Water's Edge: No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer any Lot boundary line than shown on the Plat of the Subdivision.

For purposes of this Section 2.04, the terms "Dwelling Unit" and "Permanent Improvements" do not include patios, decks, porches, gazebos, hot tubs, swimming pools, sidewalks, walking paths, fences, retaining walls, awnings, gutters, canopies or other similar improvements. The Architectural Control Committee may, unilaterally, and without amendment to this Declaration, permit a change in any direction of the setback line on any Lot when in the sole opinion of the Architectural Control Committee it is determined to be advisable to permit such change; provided, however, that no such change shall be in any manner deemed to be a waiver of any of the Covenants nor shall any change in any manner be deemed or construed as a statement of precedent for the consideration of any other setback change. No Dwelling or Permanent Improvement (see exclusions above) may be built in, under, across, on or over any dedicated easement located on any Lot.

2.05 **Retaining Walls, Fences, Hedges and Other Screening Material.** No retaining wall, fence, planter, hedge or other screening material may be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee. No crossties, landscape timbers or keystone blocks or stone (or similar types of materials) may be used on any Lot for any purpose without the prior written consent of the Architectural Control Committee.

- a. **Bishop's Gate:** Prior to the Completion of Construction as discussed below in Section 2.35, the Owner of any Lot within the Subdivision which bounds the Common Area or Greenbelt Areas shall construct along the common boundary a fence which shall be (i) subject to the prior written approval of the Architectural Control Committee, and (ii) be consistent and architecturally

harmonious with all other fences of the other adjacent Owners whose Lots have a common boundary line with the same Common Area or Greenbelt Area in the Oak Hollow Subdivision as to height, type of construction materials, and design, all as determined by the Architectural Control Committee in its sole and exclusive discretion.

Once properly constructed, the maintenance of the portion of the fence bounding the Common Area or Greenbelt Area shall be the sole obligation of the Association, and the Association shall maintain such fences, at the sole cost and expense of the Association as its assignee, in a good, workmanlike and attractive condition (all as determined by the Architectural Control Committee or the Association as its assignee, as applicable).

- b. **Barrett Heights**: The Owners of Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 may, with the prior written approval of the Architectural Control Committee, construct a wall at the back boundary line of the Lot not to exceed eight (8) feet in height.
- c. **Shaddock Ridge**: All fences facing any street, either Dueling Oaks Drive or Shaddock Ridge Street, shall be constructed of masonry and/or wrought iron materials.
- d. **Water's Edge**: All fences facing the street located at the front of any residence constructed on any Lot shall be constructed of brick or brick and wrought iron, unless the Owner obtains the prior written consent of the Architectural Control Committee to use other materials for such fence.

No fence or similar structure may be constructed at any point North of the South boundary line of the easement shown running along the North boundary line of Lots 5, 6, 7, 8, 9, 1, 11 and 12, N.C.B. 1570-H of the Subdivision. The Owners of Lots 5, 6, 7, 8, 9, 1, 11 and 12, N.C.B. 1570-H of the Subdivision may use the easement area so shown in conjunction with the owner of such easement as long as the Owner's use of such easement does not conflict with the use of the owner of the easement; provided, however, the Owners may not store any materials or items in the easement area at any time. The easement is to be used for ingress and egress only. Each Owner shall be responsible for the reasonable care, maintenance and mowing of that portion of said easement that is located on the Owner's respective Lot.

2.06 **Construction Materials**. All materials used in the construction of any Dwelling Unit or other Permanent Improvement must be approved in writing by the Architectural Control Committee before commencement of construction. Only new construction materials shall be used (except for brick if and as approved in advance by the Architectural Control Committee on a case by case basis).

2.07 **Drilling Activity**. At no time shall the drilling, usage or operation of any water well or any well or excavation for any oil, gas or other minerals be permitted on any Lot without the prior written consent of the Architectural Control Committee.

2.08 **Air Conditioners and Heaters**. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any Dwelling Unit or elsewhere on any Lot. All approved air conditioning and heating units shall be screened as determined and required by the Architectural Control Committee.

2.09 **Utilities**. Each Dwelling Unit shall be required to be connected to the water distribution system and sanitary sewer collection system in the Subdivision in the easements adjacent to or within the respective Lot upon which the Dwelling Unit is located. Individual underground electrical service drops must be installed to each Dwelling Unit. Each Owner shall comply with the requirements of the applicable utility company regarding such underground service installations, including without limitation the

payment of any lawful charges which might be incurred for the installation of the underground service as set forth in applicable utility company rules, regulations and terms and conditions of service, as the same may be amended from time to time without notice. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

2.10 On Street Parking. On street parking on the street in the Subdivision shall be and is hereby restricted to only reasonable and normal deliveries, pick-ups, or short-time guests and invitees. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on the public streets in the Subdivision (i) any motor home, recreational vehicle, bus, tractor, trailer, tractor-trailer, travel trailer, utility trailer, all-terrain vehicle, or bob tail truck, nor (ii) any van in excess of three-quarters ($\frac{3}{4}$) of a ton, or truck of any type in excess of three-quarters ($\frac{3}{4}$) of a ton.

- a. **Bishop's Gate and Hadley Court Owners:** On street parking on the streets in the Subdivision shall be and is hereby restricted to only reasonable and normal residential deliveries, normal residential pick-ups, or short-time guests and invitees (short-time guests and invitees being those that may park their vehicle on a street in the Subdivision for less than three (3) days). At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on the public streets in the Subdivision (i) any motor home, recreational vehicle, bus, tractor, trailer, tractor-trailer, travel trailer, utility trailer, all-terrain vehicle, or bob-tail truck, nor (ii) any van in excess of three-quarters ($\frac{3}{4}$) of a ton, or truck of any type in excess of three-quarters ($\frac{3}{4}$) of a ton. Both the Architectural Control Committee and the Board, acting either jointly or independently, shall have the right and authority to determine if the On Street Parking privileges for the Subdivision are being violated or abused by any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot. In the event that the Architectural Control Committee and/or the Board determines that the On Street Parking privileges are being violated or abused, the Architectural Control Committee and/or the Board shall have the power to levy a fine, in an amount to be determined by the Architectural Control Committee and/or the Board, as applicable.

2.11 Off Street Parking. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on any Lot in the Subdivision any (i) boat, boat trailer, motor home, recreational vehicle, bus, tractor, trailer, tractor-trailer, travel trailer, utility trailer, all-terrain vehicle, or bob-tail truck, or similar item, nor (ii) van in excess of three-quarters ($\frac{3}{4}$) of a ton, or truck of any type in excess of three-quarters ($\frac{3}{4}$) of a ton, unless parked completely inside the garage of a Dwelling Unit such that the door on the garage can be completely closed and such that such boat, boat trailer, motor home, recreational vehicle, bus, tractor, trailer, travel trailer, all-terrain vehicle, bob-tail truck, van or other type of truck is completely concealed from being visible from all points outside the Dwelling Unit.

2.12 No Exterior Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Architectural Control Committee. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, boat trailers, recreational vehicles, motorcycles, all-terrain vehicles and unmounted pick-up camper units. Additionally,

and without limitation, no boat, boat trailer, recreational vehicle, motorcycle, all-terrain vehicle, trailer, automobile, truck, or other vehicle or any type whatsoever, regardless of ownership, age, condition, type or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval of the Architectural Control Committee. Additionally, and notwithstanding the foregoing covenants in this Section 2.12, no boat nor any boat trailer may be kept, stored, or otherwise allowed to remain anywhere on any Lot if such boat or boat trailer is visible from any part of the Subdivision or from any Common Area or Greenbelt Area that is shown on any plat of any part of the Oak Hollow Subdivision that has been or shall be hereafter recorded in the Official Public Records of Smith County, Texas.

2.13 **Garbage.** No rubbish, garbage, or trash shall be placed or be allowed to remain at the exterior of any Dwelling Unit or other structure on any Lot, except in containers meeting the specifications of the Declarant or the Architectural Control Committee. The placement, maintenance, and appearance of all such containers shall be subject to reasonable rules and regulations of the Architectural Control Committee. The placement of all such containers shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, Lots, Dwelling Units, pathways, and streets. Each Owner is responsible to provide that all rubbish, garbage, and trash shall be regularly removed from said Owner's Lot and rubbish, garbage, and trash shall not be allowed to accumulate

2.14 **Animals.** No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except with the prior written consent of and in accordance with rules and regulations promulgated by the Architectural Control Committee or the Association; provided, however, that dogs, cats, birds, or fish may be kept thereon as household pets so long as, in the sole discretion of the Architectural Control Committee, such pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other Owners.

2.15 **Re-subdivision.** No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant, its successors or assigns, which approval may be withheld for any reason or for no reason.

2.16 **Burning and Incinerators.** No open fires shall be permitted on any Lot at any time, and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues, grills or chimaneas.

2.17 **Signs.** No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior approval and authorization of the Architectural Control Committee, except that mailboxes, residential nameplates, "For Sale" signs not to exceed five (5) square feet in size, and signs designating the contractor of the Dwelling Unit upon such Lot may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted from time to time by the Architectural Control Committee.

2.18 **Septic Tanks and Sewage Disposal.** No septic tank or other means of sewage disposal may be installed on any Lot unless previously approved in writing by all governmental authorities having jurisdiction with respect thereto and by the Architectural Control Committee. No outside toilets of any kind are permitted, except during the period of construction of a Dwelling Unit during which time chemically treated outside toilets shall be maintained in a manner subject to approval of the Architectural Control Committee. No installation of any type of device for disposal of sewage shall be allowed which

would result in raw or untreated or unsanitary sewage being carried into any body of water or water source or onto any Lot.

2.19 **Firearms and Weapons.** No Lot or any other portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

2.20 **Diseases and Insects.** No Owner shall permit anything or condition to exist upon any Lot which shall in the sole opinion of the Architectural Control Committee induce, breed or harbor plant disease or noxious insects.

2.21 **Machinery, Fixtures and Equipment.** No machinery, fixtures or equipment of any type, including without limitation, air conditioning or refrigeration equipment and clothes lines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval of the Architectural Control Committee (subject to all required approvals as to architectural control), and no such machinery, fixtures or equipment shall be placed, allowed, or maintained anywhere other than the ground (such as on the roof) except with prior written approval of the Architectural Control Committee.

2.22 **Motor Vehicles.** The operation of any and all motorized vehicles within or upon the Property or any part thereof shall be subject to such rules and regulations as shall from time to time be established by the Architectural Control Committee, the Association or the Declarant.

2.23 **Misuse and Mismanagement.** No Lot shall be maintained or utilized in such manner as to (i) present an unsightly appearance, (ii) unreasonably offend the sensitivity of a reasonable person, or (iii) constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, any Owners or residents of the Subdivision, as determined in the sole opinion of the Architectural Control Committee. No noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted anywhere on the Property as determined in the sole opinion of the Architectural Control Committee.

2.24 **Violation of Statutes, Ordinances, and Regulations.** No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Smith, the City of Tyler, or any other governmental or quasi-governmental agency or subdivision having jurisdiction over the Property.

2.25 **Violation of Rules or of Covenants.** No Lot shall be maintained or utilized in violation of (i) this Declaration, or (ii) the rules and regulations of the Declarant, the Architectural Control Committee, the Board or the Association, or (iii) any of the Covenants.

2.26 **No Commercial Activity or Use.** No Lot or improvements on any Lot shall ever be used for any business, professional, commercial or industrial purposes of any kind whatsoever. No activity or use, whether or not for profit, shall be conducted on any Lot or in any improvements on any Lot which is not related to single family residential purposes. Nothing in this Declaration shall prohibit the Declarant from using a Dwelling Unit as a temporary sales office until the Declarant's last Lot in the Subdivision shall be sold and closed and all Dwelling Units being constructed by Declarant, or any of the Declarant's owners, have sold all Dwelling Units constructed or under construction owned by them. No business or commercial deliveries may be made to or taken from any Dwelling Unit at any time.

2.27 **Vehicle Parking.** Any and all vehicles to be parked overnight on any Lot shall be parked in the garage on the Lot to the extent that the garage is fully utilized (e. g. if a garage is a two car garage, there must be two motor vehicles parked inside the garage before the Owner shall be allowed to park any vehicle outside the garage; if a garage is a three car garage, there must be three motor vehicles parked

inside the garage before the Owner shall be allowed to park any vehicle outside the garage, etc.). If, and only if, the garage is fully utilized by parking vehicles inside the garage, then an Owner may allow a vehicle to be parked overnight on the paved driveway of an Owner's Lot outside of the garage. The Architectural Control Committee or the Association shall have the right adopt parking rules or regulations that are more restrictive than the restrictions set forth in this Section 2.27 at the sole discretion of the Architectural Control Committee or the Association, and the more restrictive measure shall control in the event of any conflict between this Section 2.27 and any rule or regulation adopted by the Architectural Control Committee or the Association.

2.28 **Lot Exterior Lighting.** Upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, as determined by the Architectural Control Committee in its sole and exclusive discretion, the Owner of the Lot on which said exterior lighting is located shall immediately remove any such lighting or shield or redirect the exterior lighting in such a way that it is no longer objectionable to the Architectural Control Committee.

2.29 **Minimum Floor Space.**

- a. **Bishop's Gate:** Each Dwelling Unit within shall contain a minimum of one thousand five hundred (1,500) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.
- b. **Hadley Court:** Each Dwelling Unit within shall contain a minimum of one thousand eight hundred (1,800) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.
- c. **The Stable's:** Each Dwelling Unit within shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.
- d. **The Shadows and Water's Edge:** Each Dwelling Unit within shall contain a minimum of two thousand five hundred (2,500) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.
- e. **Barrett Heights, Shaddock Ridge, and Plantations:** Each Dwelling Unit within shall contain a minimum of three thousand (3,000) square feet of air-conditioned floor area, exclusive of all porches, garages, patios or breezeways.

2.30 **Building Materials and Exterior Paint.** The exterior walls (excluding doors and windows) of each Dwelling Unit constructed or placed on a Lot shall consist of at least seventy-five percent (75%) brick or brick veneer, or stone or stone veneer, stucco, or other material that is approved by the Architectural Control Committee. The exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, brick veneer, stone, stone veneer, stucco, hardboard, wood siding or other material that is approved by the Architectural Control Committee. No material on the exterior of any Dwelling Unit or other Permanent Improvement except wood, hardboard or stucco, shall be stained or painted, without the prior written approval of the Architectural Control Committee. All exterior paint colors must be approved in writing by the Architectural Control Committee prior to commencement of any exterior painting on any Permanent Improvements.

2.31 **Landscaping Requirements.** The Architectural Control Committee shall have the right and power to require an Owner to install and properly maintain specific types of landscaping (trees, shrubs, plants, grass, flower bed and garden borders, etc.) as a condition to any approvals or consents required to be obtained by and Owner from the Architectural Control Committee pursuant to this Declaration. Failure of any Owner to properly install or maintain any landscaping required by the Architectural Control Committee shall be a violation of this Declaration.

2.32 Drainage.

- a. Prior to commencement of any dirt work, site work, tree removal or any other improvements of any nature to any Lot, the Owner of the Lot shall be required to submit to the Architectural Control Committee for approval a written drainage plan, and no dirt work, site work, tree removal or other improvements to any Lot shall be commenced until the Owner receives written approval of the drainage plan from the Architectural Control Committee.
- b. Each Permanent Improvement on a Lot shall have rain gutters and downspouts to catch and handle all water that shall run off of the roof of such Permanent Improvements. All rain gutters and downspouts shall be constructed such that they are directed into an underground drainage system that shall drain according to the drainage plan described above.
- c. Neither the Declarant, the Architectural Control Committee, the Board nor the Association, nor any of their respective successors or assigns, shall ever be liable for any loss of, or damage done to, any Dwelling Unit, Permanent Improvements, shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, drainage waters or other water or storm damage, each Owner by accepting a Deed to a Lot thereby releasing the Declarant and the Architectural Control Committee, the Board and the Association from any and all such loss or damage.

2.33 Antennas, Aerials and Satellite Dishes.

- a. Any antenna or satellite dish less than one meter in diameter shall be installed so as to not be visible from any street and shall be integrated and architecturally and aesthetically compatible with the Dwelling Unit and the surrounding landscape.
- b. All broadcast television antennas and all other antennas and aerials shall be located inside the attic of the residence constructed on the Lot.
- c. One (1) satellite dish over one meter in diameter may be permitted on a Lot only if it is not visible from any street or the ground level of an adjoining Lot and does not extend above the height of the fence.
- d. With respect to any antenna or satellite dish covered by Section 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, the provisions of Section 2.35(A) and (B) shall be applicable only to the extent that the requirements hereof do not (i) preclude reception of an acceptable quality signal, (ii) unreasonably delay or prevent installation, maintenance and use of the antenna or satellite dish, or (iii) unreasonably increase the cost of installation, maintenance and use of the antenna or satellite dish.
- e. No ham radio antennae or other antennae of any type, size, height or nature whatsoever shall be allowed on the exterior of any Permanent Improvement without the prior written consent of the Architectural Control Committee.

2.34 Obligation for Commencement of Construction of Residence. If any Lot owner does not, within twenty-four (24) months after the date of the Closing of the sale and purchase of such Owner's Lot, commence substantial and meaningful construction of a residential structure on the Lot, the plans and specifications of which shall have been approved by the Architectural Control Committee as provided in this Declaration, the Owner agrees to and shall pay to the Declarant a sum and amount equal to ten

percent (10.0%) of the gross sales price paid by the Owner to the Declarant at Closing for the Lot (i) on the first day following the expiration of said twenty-four (24) month period, and (ii) on the same day of each year thereafter until the Owner commences substantial and meaningful construction of a residential structure on the Lot. For the purposes hereof, "substantial and meaningful construction of a residential structure on a Lot" shall mean that the forms for the foundation of the residential structure have been constructed and all of the rough-in plumbing work has been completed.

2.35 Obligation to Complete Construction of Residence. Once substantial and meaningful construction has commenced on a residential structure on a Lot, the Owner of the Lot agrees to and shall with reasonable diligence and dispatch substantially complete the construction of the residential structure in accordance with the approved plans and specifications within twelve (12) months from the date of the commencement of construction. The determination of whether or not the residential structure has been substantially completed in accordance with the approved plans and specifications shall be made solely and exclusively by the Architectural Control Committee, whose decision shall be final and non-appealable with respect thereto. If any Lot owner does not, within said twelve (12) month time period, substantially complete the construction of the residential structure in accordance with the plans and specifications, the Owner agrees to and shall pay to the Declarant a sum and amount equal to one percent (1.0%) of the gross sales price paid by the Owner to the Declarant at Closing for the Lot (i) on the first day following the expiration of said twelve (12) month period, and (ii) on the same day of each month thereafter until the Owner substantially completes the construction of the residential structure on the Lot in accordance with the approved plans and specifications.

2.36 Declarant's Right to Extend Time Periods. The Declarant, in its sole and exclusive discretion, shall have the unilateral right, but not the obligation, exercisable at any time, to waive or extend either or both of the twenty-four (24) month time period set forth in Paragraph 2.34, above, and/or the twelve (12) month time period set forth in Paragraph 2.35, above.

2.37 Renting Restricted. No part of any Dwelling Unit, guest quarters, garage or other structure of any type whatsoever on any Lot may be rented by any Owner or by any other person or entity at any time without notification to the Board of Directors, managing agent, or both. Owners will be required to provide a copy of the Rental Agreement/Lease and tenant contact information to the Board of Directors, managing agent, or both. Owner acknowledges sole responsibility for their tenant's actions. Furthermore, it is the Owner's obligation to supply their tenants with all association governing documents, amendments, and/or policies of the Oak Hollow Subdivision. Any violation of the governing documents, amendments, or policies will be the Owner's sole responsibility to cure. Any fines associated with a tenant being out of compliance will be the sole responsibility of the Owner to pay. If a tenant becomes a nuisance to the association, the Board of Directors may request the lease be terminated.

ARTICLE III – LOT MAINTENANCE AND MAINTENANCE CHARGES

3.01 Maintenance of Lot by Owner. In the event any portion of any Lot, any Dwelling Unit, or any Permanent Improvement is in the reasonable judgment of either the Architectural Control Committee or the Board so maintained by the Owner thereof (i) as to present a public or private nuisance, (ii) as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property or the Oak Hollow Subdivision, or (iii) as to in any manner fail to comply with any of these Covenants, the Architectural Control Committee or the Board, as applicable, may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver written notice thereof to the offending Owner that unless corrective action, such corrective action to be stated in the written notice to the Owner, is taken within ten (10) days from the date of such written notice to remedy the situation, the Architectural Control Committee or the Board will cause such action to be taken at such Owner's cost and expense to remedy the situation, including entry upon the Owner's Lot, if necessary. Any entry upon

a Lot by the Architectural Control Committee or the Board, or anyone at the direction of the Architectural Control Committee or the Board, shall not be deemed a trespass or other violation of any law, ordinance or statute. Each Owner grants to the Architectural Control Committee and the Board the right to enter upon the Owner's Lot at all reasonable times to fulfill the obligations under this Article V, and neither the Architectural Control Committee nor the Board nor anyone else entering upon any Lot at their direction shall be subject to any liability therefor. If after the expiration of said ten (10) day period the requisite corrective action has not been completed to the reasonable satisfaction of the Architectural Control Committee or the Board, as applicable, the Architectural Control Committee or the Board shall be and is hereby authorized and empowered by the violating Owner to cause such remedial action to be taken on the Owner's behalf, and all costs and expenses thereof and associated therewith, including but not limited to the costs of collection, court costs and reasonable attorneys' fees, such costs and expenses being herein collectively called the "Maintenance Charges," together with interest accruing thereon from the date or dates of the remedial action of such costs at the rate of a (i) ten percent (10.0%) per annum or (ii) the highest rate allowed by law if the highest legal rate is less than ten percent (10.0%) per annum, from such date until paid, shall be charged and assessed against the offending Owner and the offending Owner's Lot. The Maintenance Charges, together with all interest accruing thereon, shall be secured by the Assessment Lien as provided in Article VI hereof. Written notice of such assessment shall be delivered to the offending Owner by the Architectural Control Committee or the Board which notice shall specify the amount of such Maintenance Charges and shall demand payment thereof within thirty (30) days after the date of said notice. By acceptance of a Deed to a Lot, every Owner agrees to and shall pay all Maintenance Charges that shall be charged or assessed against an Owner's Lot.

Notwithstanding anything contained in this Declaration or elsewhere, a homebuilder who purchases a Lot directly from the Declarant on which the homebuilder shall construct a Dwelling Unit that shall be sold to a third party shall not be required to pay nor otherwise be responsible for payment of any annual maintenance charge or any special assessment for a period of one (1) year from the date that such homebuilder purchases a Lot from the Declarant, such purchase date being the date that the Deed is signed by the Declarant conveying the Lot to the homebuilder. If, prior to the expiration of the one-year exemption period, the homebuilder sells the Lot to any other person or entity, the exemption shall automatically and without notice lapse, and the new Owner shall then be fully responsible for all annual maintenance charges and special assessments from and after the date of such sale as evidenced by the date of the Deed from the homebuilder to the Owner.

3.02 Maintenance of Lot by Association; BISHOP'S GATE AND HADLEY COURT ONLY. In addition to the assessments as described in Article V, Section 5.06 Assessments, of the Declaration of Covenants, Restrictions, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement For Oak Hollow, the owners within Bishop's Gate and Hadley Court are hereby subject to a special Common Area Property charge for front and back yard lawn maintenance to include mowing, edging, clean-up and seasonal leaf removal. The special Common Area Property assessment shall be used only for the purposes of front and back yard lawn maintenance. If an owner shall own more than one lot, the owner will be responsible for this assessment on all lots owned. If an owner forgoes using the service provided by the association, the owner is still obligated for the special Common Area Property assessment for lawn maintenance. The Declarant shall not at any time be required to pay nor otherwise be responsible for this assessment. The rate of this assessment will be based on the per lot cost charged by the lawn service provider. Owners will receive a notice of not less than 30 days and not more than 60 days of any change in assessment for this service.

ARTICLE IV -RIGHTS AND POWERS

4.01 Right to Inspect. The Declarant, the Architectural Control Committee and the Association, jointly or severally, shall have the right to enter upon all Lots for the purpose of inspecting whether or not the

Owner thereof is in compliance with the Declaration and Covenants, and each Owner grants the Declarant, the Architectural Control Committee and the Association the right to enter upon the Owner's Lot for such inspection purposes. If during the course of construction of a Dwelling Unit upon a Lot, the Declarant, the Architectural Control Committee or the Association, jointly or severally, determines in its/their sole discretion that there is a violation of the Covenants, the Declarant, the Architectural Control Committee or the Association, as appropriate, may order a discontinuance of the construction of the Dwelling Unit until such time as corrective measures have been taken to assure full compliance with the Covenants, and an Owner's failure to immediately discontinue or cause the discontinuance of construction of the Dwelling Unit, upon demand by Declarant, the Architectural Control Committee or the Association, shall constitute a further violation of this Declaration by that Owner.

4.02 **Fines.** The Association and/or the Board shall have the right to levy reasonable fines against any Owner who (i) violates any of the Covenants, (ii) violates any other covenant, restriction, reservation, charge, servitude, assessment or conditions set forth in this Declaration, or (iii) violates any rule, condition or regulation enacted, passed or otherwise required or approved by the Declarant, the Architectural Control Committee, the Board or the Association. Such fines against any Owner shall be an Assessment, as herein defined.

- a. When the Association or the Board shall levy a reasonable fine against any Owner or Owners, the Association or the Board, as applicable, shall give written notice of such fine to the affected Owner or Owners at such Owner's or Owners' most recent address according to the records of the Association by United States mail, certified mail, return receipt requested, with proper postage affixed thereon. Upon receipt of such written notice, the Owner or Owners shall have ten (10) days to request in writing a private meeting with the Association or Board, as applicable, to discuss the nature of the violation giving rise to the fine.
- b. At the conclusion of the private meeting provided for in Section 4.02(A), above, or if no private meeting is requested by the Owner or Owners, the Association or the Board, as applicable, shall advise the Owner or Owners in writing of its final decision with respect to the violation. If the final decision results in a fine being levied against the Owner or Owners, the Owner or Owners shall pay such fine within ten (10) days of such final decision. If such fine is not fully paid within such ten-day period, the Association or the Board may to enforce such Assessment as provided in this Declaration.

CERTIFICATE & ACKNOWLEDGEMENT

S&T Development, Inc., as the Declarant for Oak Hollow Property Owners Association, Inc., certifies that the foregoing "Exhibit B – Design Guidelines and Community Rules and Regulations" of Oak Hollow Property Owners Association, Inc. were adopted for the benefit of the Association by the Declarant, with the consent and approval of the Board of Directors of Oak Hollow Property Owners Association, Inc.,

DocuSign Envelope ID: 98944398-21DE-447E-898D-86E39119DEA6

Signed this 6/28/2022 day of June, 2022.

Oak Hollow Property Owners Association, Inc.
a Texas corporation


DocuSigned by:

By 88893883F88442
J. P. Davis, S&T Development (Declarant)

EXHIBIT B

Those tracts and parcels of real property located in the City of Tyler, Smith County, Texas and more particularly described as follows:

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for Oak Hollow** filed on **January 18, 2002**, as **Instrument No. 2002-0010251** of the **Official Public Records of Smith County, Texas**, including amendments and supplements thereto; and
- All property subject to the **Final Plat of SHADDOCK RIDGE AT OAK HOLLOW**, an **Addition to the City of Tyler, Texas**, as shown on the Plat thereof recorded in **Cabinet E, Slide 167-A**, **Plat Records of Smith County, Texas**; and
- All property subject to the **New City Block One Thousand Five Hundred Seventy-M (1570-M) BISHOP'S GATE AT OAK HOLLOW, UNIT 3**, according to the map or plat thereof recorded in **Cabinet E, Slide 257-C** of the **Plat Records of Smith County, Texas**.

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202201025362

eRecording - Real Property

NOTICE

Recorded On: June 29, 2022 10:54 AM

Number of Pages: 21

Billable Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$102.00

******* 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: 202201025362
Receipt Number: 20220629000048
Recorded Date/Time: June 29, 2022 10:54 AM
User: Jennafer M



**STATE OF TEXAS
COUNTY OF SMITH**

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 Smith County, Texas.

Karen Phillips
Smith County Clerk
Smith County, TX