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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OAK VALLEY ESTATES

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

We, the undersigned, constituting record owners of legal title of fifty one percent or more of the lots of the Oak Valley Estates Subdivision, do, by our signatures below, on this date 2/19/17 adopt this, the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oak Valley Estates, to-wit:

SECTION 1 – ARCHITECTURAL CONTROL COMMITTEE

The Property Owners of OAK VALLEY ESTATES SUBDIVISION have established an Architectural Control Committee (further known as ACC) to help preserve the integrity and beauty of the subdivision. No building shall be erected, placed, or exterior altered on any lot until the construction plans and specifications, along with a plan showing the location of the proposed building(s) on said lot, have been approved by the ACC as to the quality of workmanship and materials, harmony of design with respect to topography, and finish grade elevation.

Said ACC shall be composed of five (5) elected persons having a right, title or interest in one or more lots or parcels of land within this subdivision, and must represent five (5) different households. In the event of the death or resignation of any member, a successor will be elected by fifty-one percent (51%) of the lot owners. A majority of the lot owners in OAK VALLEY ESTATES SUBDIVISION may change the membership of the ACC or may withdraw or restore to the ACC any of its power or duties.

For construction to commence, plans will require approval from a majority of the ACC; three (3) out of five (5) members. The ACC's approval or disapproval required in these covenants shall be in writing. In the event the ACC or its designated representative(s) fail to approve the working drawings and written detailed specification submitted to them within thirty (30) days, or in any event, if no suit to enjoin the construction has been commenced prior to sixty (60) days after the completion thereof, such drawings, plans or construction shall be deemed approved and the construction of any submitted building and/or other improvement may commence. However, a lack of response from the ACC does not constitute a covenant variance of any kind, and any improvements must be erected in accordance with the plans originally submitted to the ACC, and must comply with the covenants listed herein. Further, no person or persons acting as members of the ACC shall incur any liability by the good faith exercise of their duties.



## SECTION 2 – NON-COMMERCIAL USE OF LOTS

No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, and (c) nothing dangerous is present that should not be there. Home offices are specifically allowed so long as they meet the requirements of (a), (b), and (c) above.

## SECTION 3 – BUILDING AND STRUCTURE STANDARDS

All buildings and structures on each lot shall be of new construction and in architectural harmony with the primary residential buildings. The terms “buildings” and “structures” do not include unpainted sheet metal or fiberglass accessory buildings, tents, double wide or manufactured homes, single wide mobile homes, or prefab houses, regardless of whether said buildings or structures are placed upon a permanent foundation. Said homes are not permitted within the Subdivision.

No structure of a temporary nature, whether trailer, motor home, basement, shack, garage, barn or other outbuilding shall be used on any lot, as a domicile, either temporarily or permanently, except as provided below. A property owner may, with written approval from the ACC, use an RV camper or motor home as his/her temporary domicile for up to nine (9) months during the construction of the primary residence, provided a septic system and water supply, approved by and in compliance with local, state and federal regulations and statutes, has been installed and the RV camper or motor home is placed behind the construction site. No lot shall be used as a camping ground. An extension beyond the original nine (9) months may be submitted to the ACC in writing for consideration.

In no event shall any primary residence be erected on any of said lots having a living area of less than one thousand four hundred (1,400) square feet, exclusive of porches, garages, guest/servants quarters, barns, or other appendages. All attached or detached garages, or carports constructed on said lots shall have a capacity of not less than two (2) standard-size automobiles. Garages must be designed so that no garage door opens from the front elevation of the residence. A minimum of forty percent (40%) of the outer walls of the residence and appurtenance garage must be constructed of either stucco, stone, rock or brick material; except that a log home or residence may be constructed with twenty (20%) percent masonry. One guest/servants house may be built, provided said guest/servants house contains no less than five hundred (500) square feet nor more than one thousand (1,000) square feet. The guest/servants house shall be built after or during which time the primary residence is being built. No structure (including but not limited to a barn, garage, storage building, workshop, pavilion, or other accessory structure) shall be erected prior to the commencement of construction of the main residence without written approval of the ACC.

Any building, structure or improvements commenced on any lot shall be completed as to the exterior finish and appearance within six (6) months from the commencement date.

## SECTION 4 – LOT SETBACKS

No building, or other structure, shall be erected on any lot nearer than one hundred (100) feet from any street nor closer than fifty (50) feet from any property line. Fences, gates and appurtenances thereof (e.g. lighting, gate openers, solar power systems, etc.) shall be exempt from the lot setback limits and may be erected within said lot setback limits provided the location of the erected fence is within or on the property boundaries of the lot in accordance with local and/or state regulatory ordinances and requirements. No perimeter fence shall be over six feet (6) in height.



## SECTION 5 – SUBDIVIDING

Except as provided below or as otherwise permitted in these restrictions, no tract shall be re-subdivided or split. Lots may be combined into one lot for building purposes and the interior common boundary line shall be extinguished by filing a recordable document of record. Thereafter, all set back lines shall refer to the exterior property lines.

## SECTION 6 – TRAILERS, RV'S, BOATS AND COMMERCIAL VEHICLES

All trailers, travel trailers, recreational vehicles, trucks (other than pickups of a size one (1) ton or less), boats, tractors, campers, commercial vehicles and commercial trailers shall be kept at all times, except when in actual use, either at the side yard or backyard of a primary residence, unless enclosed in a structure. The aforementioned items may not be stored on any lot where a primary residence is not present.

Trailers may not be stored loaded with refuse, garbage, waste materials, hazardous materials or any other materials that would otherwise degrade the appearance of a property and the Oak Valley Estates subdivision or present a health or safety hazard.

Commercial vehicles and commercial trailers shall be limited to no more than (4) four vehicles, trailers or combination thereof, and no single commercial vehicle or single commercial trailer shall exceed a GVWR of 14,000 lbs.

## SECTION 7 – ANIMALS

No animals other than domestic pets, horses, cattle, chickens, sheep and goats shall be permitted on any of said lots. Such animals may be kept on a lot if restrained within a fenced enclosure. No swine of any kind shall be permitted on any of the said lots.

## SECTION 8 – SIGNAGE

No signs or advertising devices may be displayed on any lot except in the event of a sale. There may be one "For Sale" sign per lot; said sign shall be no more than six (6) square feet in size.

## SECTION 9 – WASTE

No outside toilets will be permitted, and no installation of any kind for the disposal of sewage shall be allowed which would result in raw, treated, or untreated sewage or septic tank drainage on or into any surfaces, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the proper governmental agencies and authorities. All State, County and Municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times. Temporary toilets are permitted only after construction plans have been approved by the ACC and construction has commenced. Said temporary toilets must be removed once construction has been completed.

No trash, garbage, construction debris, or other refuse may be dumped, disposed of or allowed to remain upon any lot, vacant or otherwise. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements.

## SECTION 10 – HUNTING

No hunting shall be allowed in the subdivision.

#### **SECTION 11 – ABANDONED, INOPERABLE VEHICLES AND EQUIPMENT**

Abandoned or inoperable vehicles, yard, or farm equipment must not remain on any lot for a period of more than ten (10) days.

#### **SECTION 12 – COVENANTS**

These covenants shall be binding from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. The record owners of legal title of fifty-one (51%) percent of the lots as shown by the deed records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.

#### **SECTION 13 – VARIANCES**

The ACC may, at its discretion, grant a variance from compliance with any provision listed within these covenants when circumstances such as topography, natural obstructions, lot configuration, lot size, hardship, aesthetics, or environmental considerations require a variance. Such variances must be evidenced in writing and shall become effective when signed by a majority of the ACC. If any such variances are granted, no violation of the provisions of these covenants shall be deemed to have occurred with respect to the matter for which the variance is granted. The granting of a variance shall not affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property in question, or the recorded plat.

Applications for said variances shall be submitted in writing to the ACC, and must include the property owner's name and contact information, date of request, and proposed variance with justification. If a response from the ACC is not received within 30 days, the variance is not assumed to be approved.

#### **SECTION 14 – ENFORCEMENT**

Any person(s) having any right, title or interest in any lot, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations.



SWORN AND SUBSCRIBED TO THIS 23 day of FEBRUARY, 2017.

*Mikah Naylor*

MIKAH NAYLOR, OWNER, LOT 20

THE STATE OF TEXAS

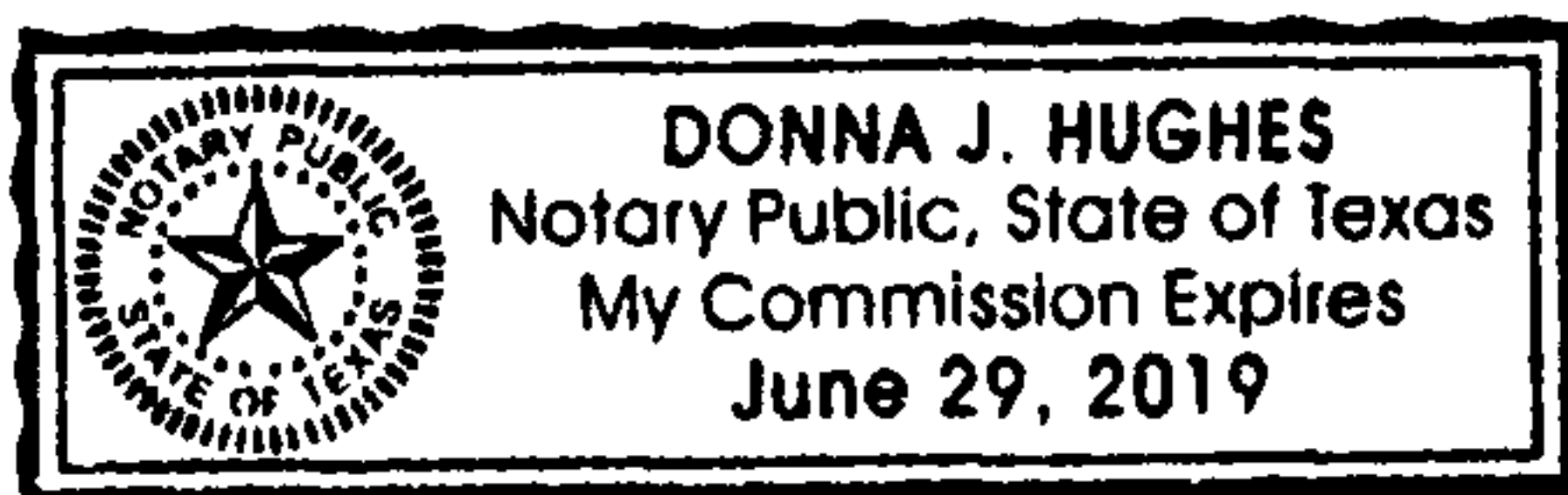
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§

COUNTY OF COMAL

§

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of FEBRUARY, 2017, by  
MIKAH NAYLOR.



*Donna J Hughes*

DONNA J HUGHES

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SWORN AND SUBSCRIBED TO THIS 20<sup>th</sup> day of FEBRUARY, 2017.

*Craig W & Elizabeth M Neill*

CRAIG W & ELIZABETH M NEILL, OWNER, LOT 17

THE STATE OF TEXAS

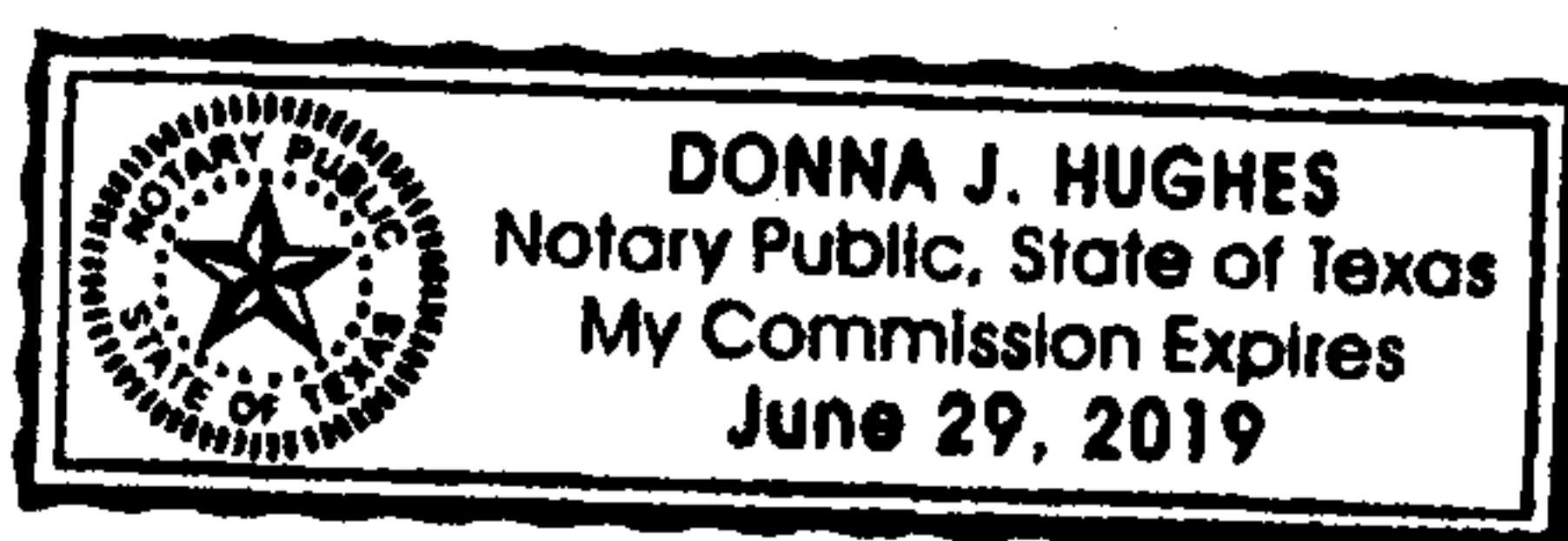
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COUNTY OF COMAL

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The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of FEBRUARY, 2017, by  
CRAIG W & ELIZABETH M NEILL.

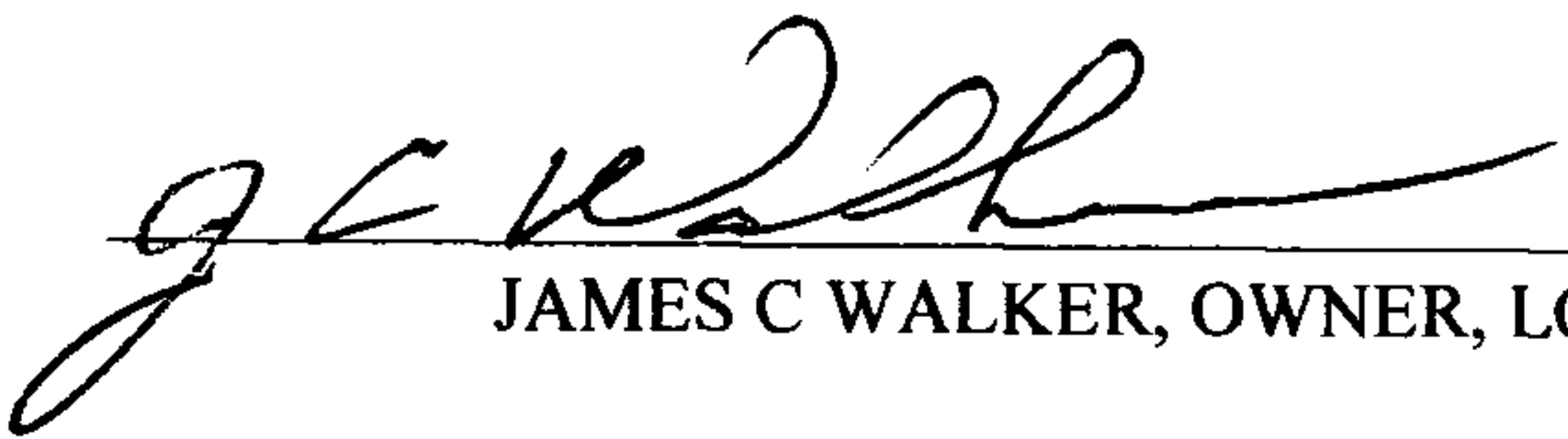


*Donna J Hughes*

DONNA J HUGHES

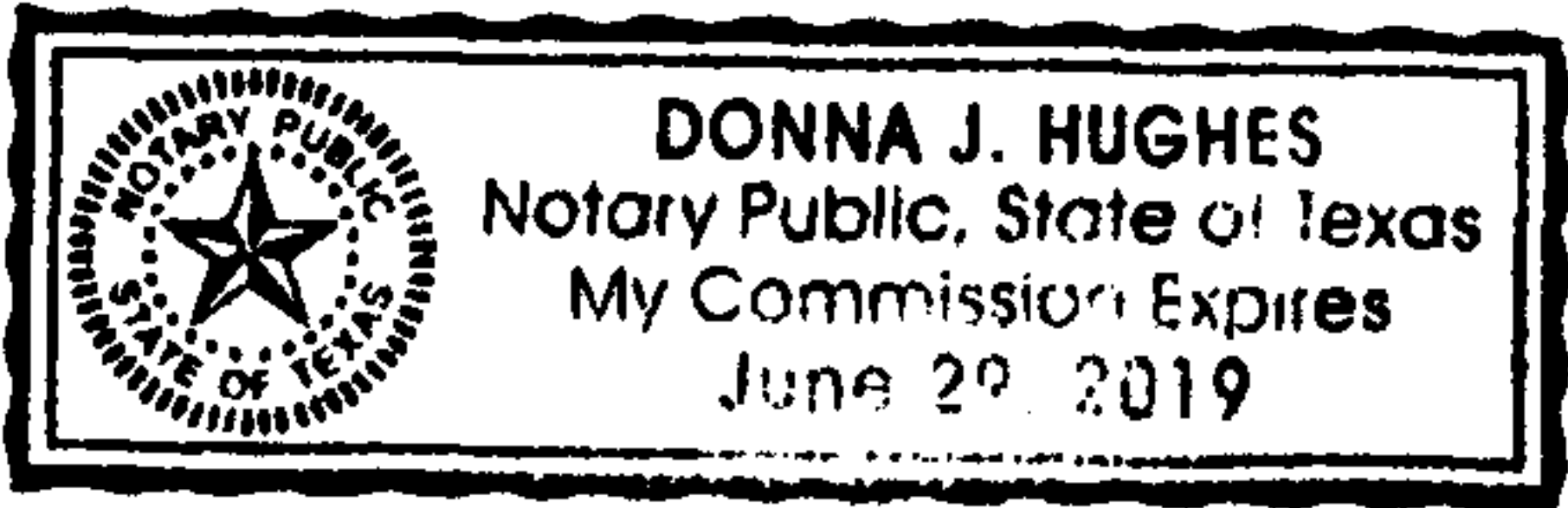
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

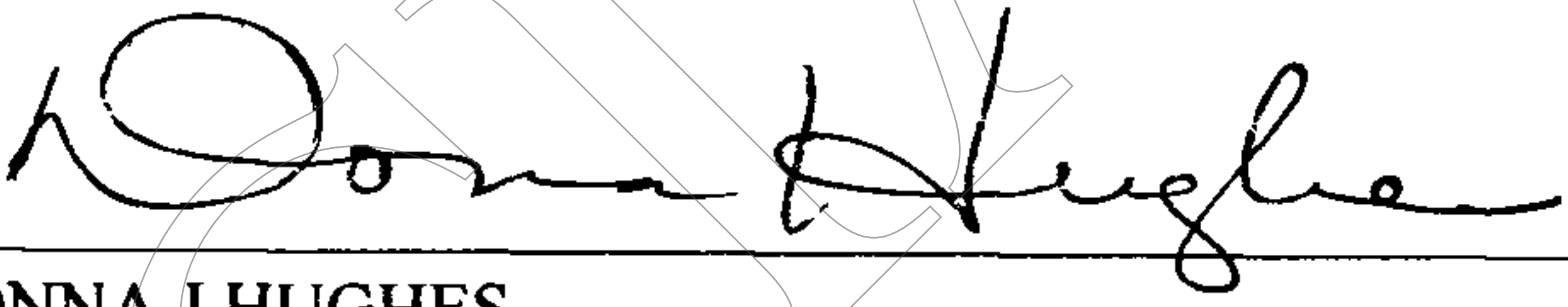
SWORN AND SUBSCRIBED TO THIS 22 day of FEBRUARY, 2017.

  
JAMES C WALKER, OWNER, LOT 15


THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of FEBRUARY, 2017, by JAMES C WALKER.



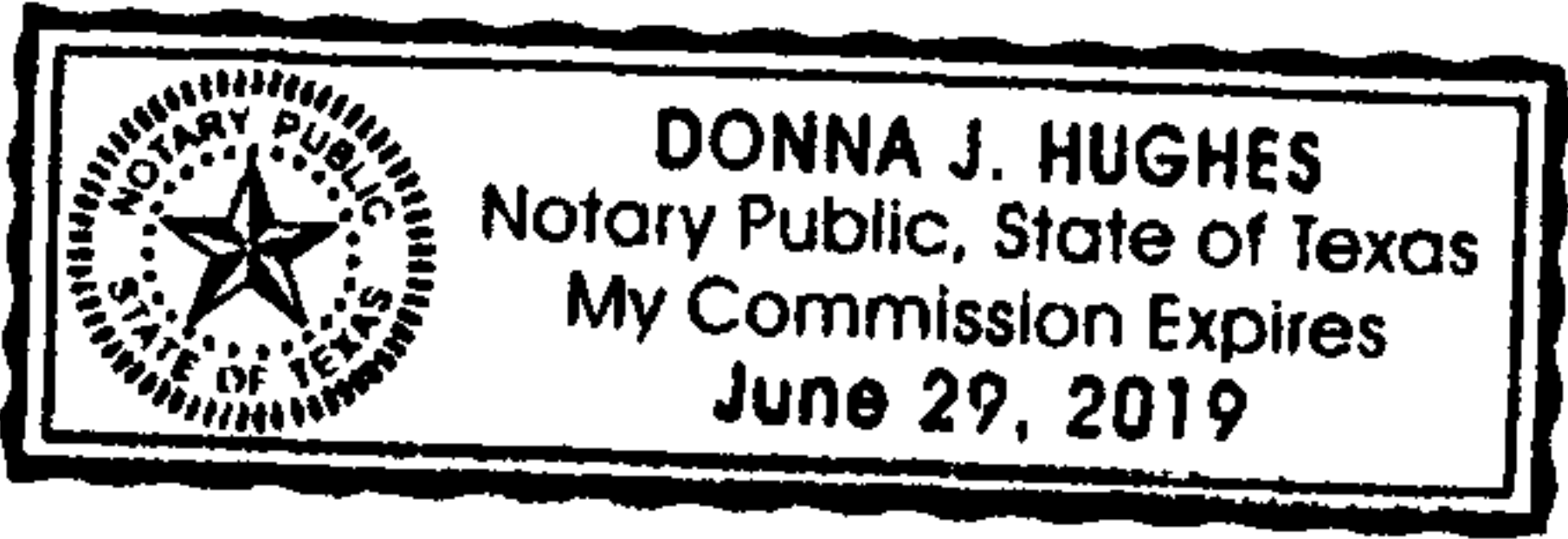
  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

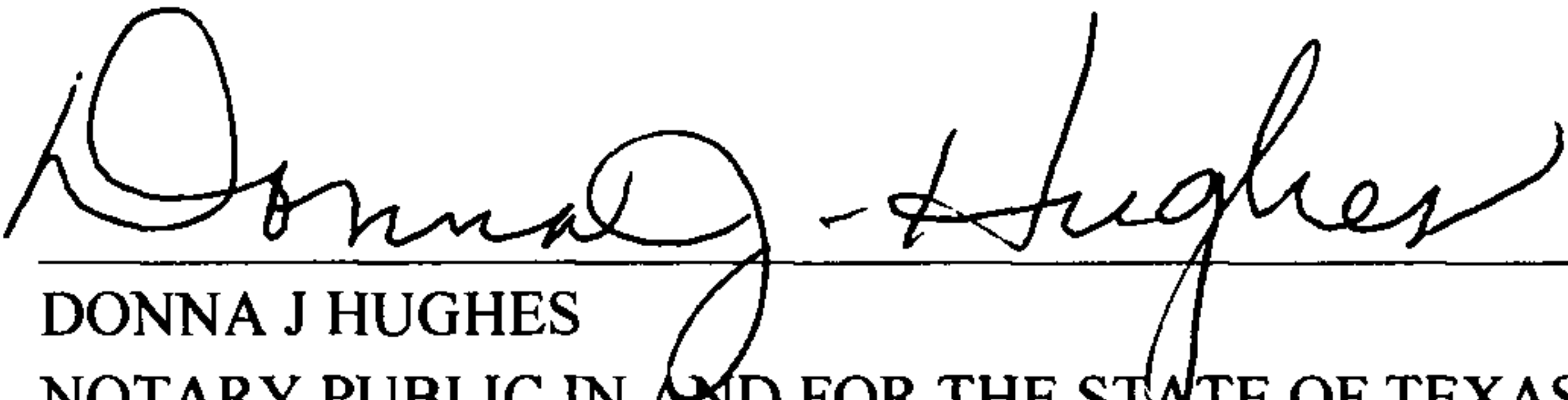
SWORN AND SUBSCRIBED TO THIS 19<sup>th</sup> day of FEBRUARY, 2017.

  
THOMAS G JR & LAUREL H WILSON, OWNER, LOT 26

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by THOMAS G JR & LAUREL H WILSON.



  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS


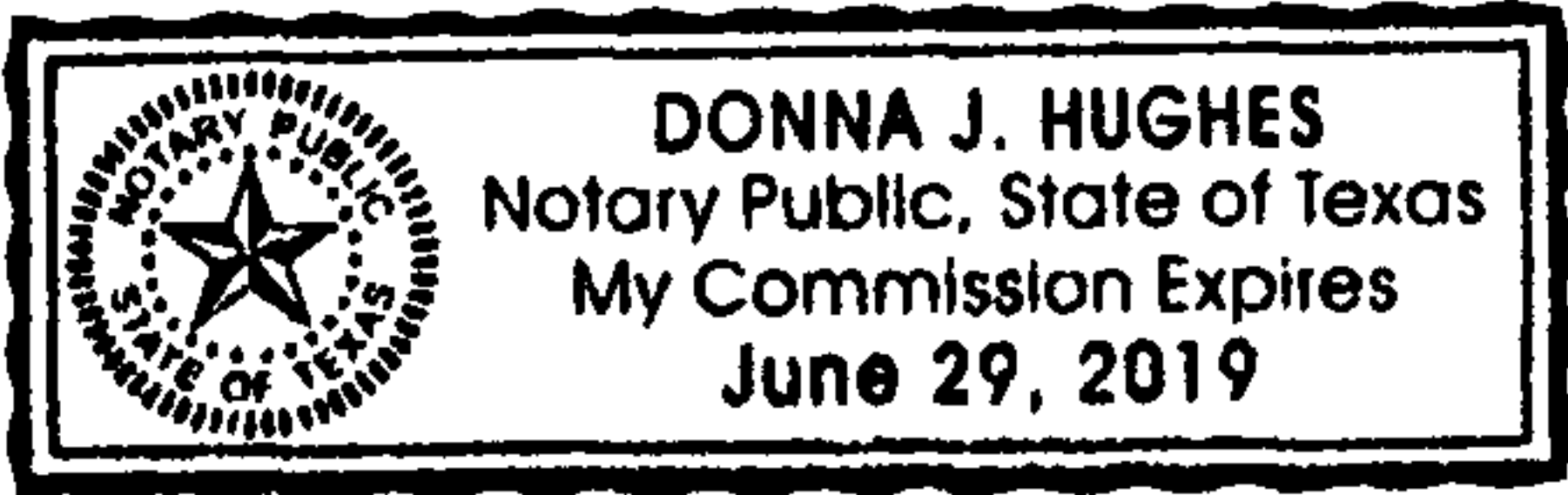
SWORN AND SUBSCRIBED TO THIS 22 day of FEBRUARY, 2017.



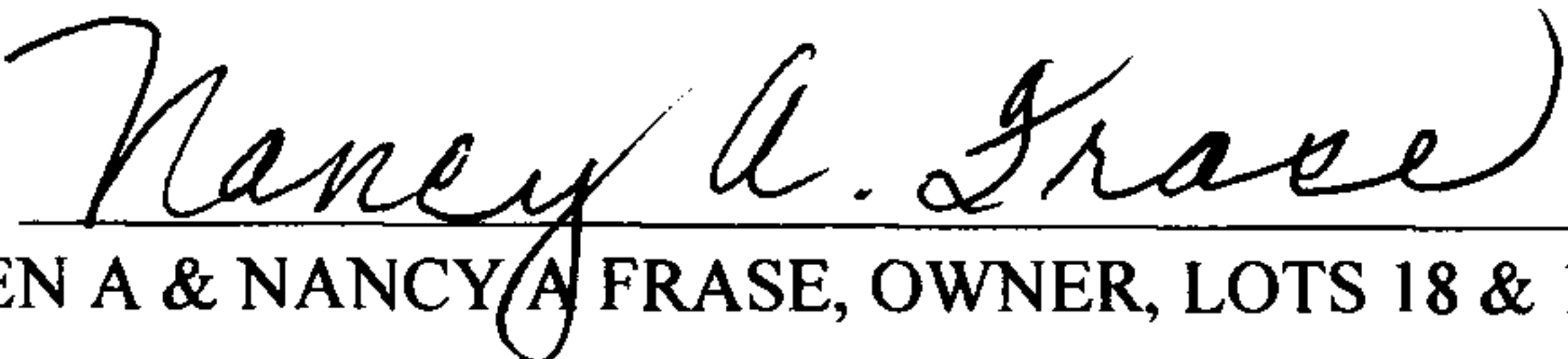
ROGER AND WENDY EFRAIMSEN, OWNER, LOTS 12 & 13

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of FEBRUARY, 2017, by  
ROGER AND WENDY EFRAIMSEN.

  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

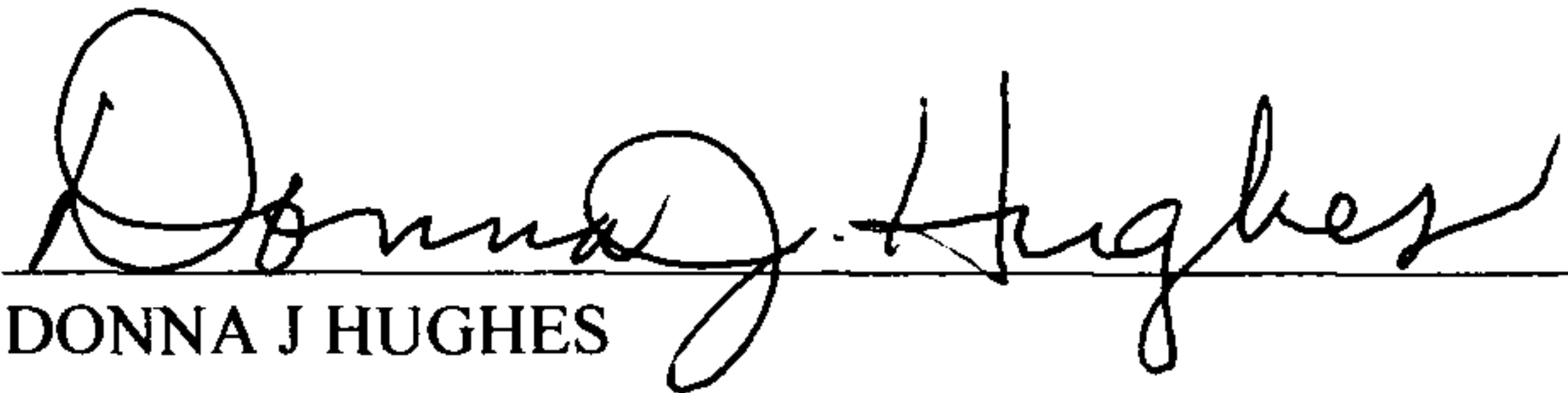
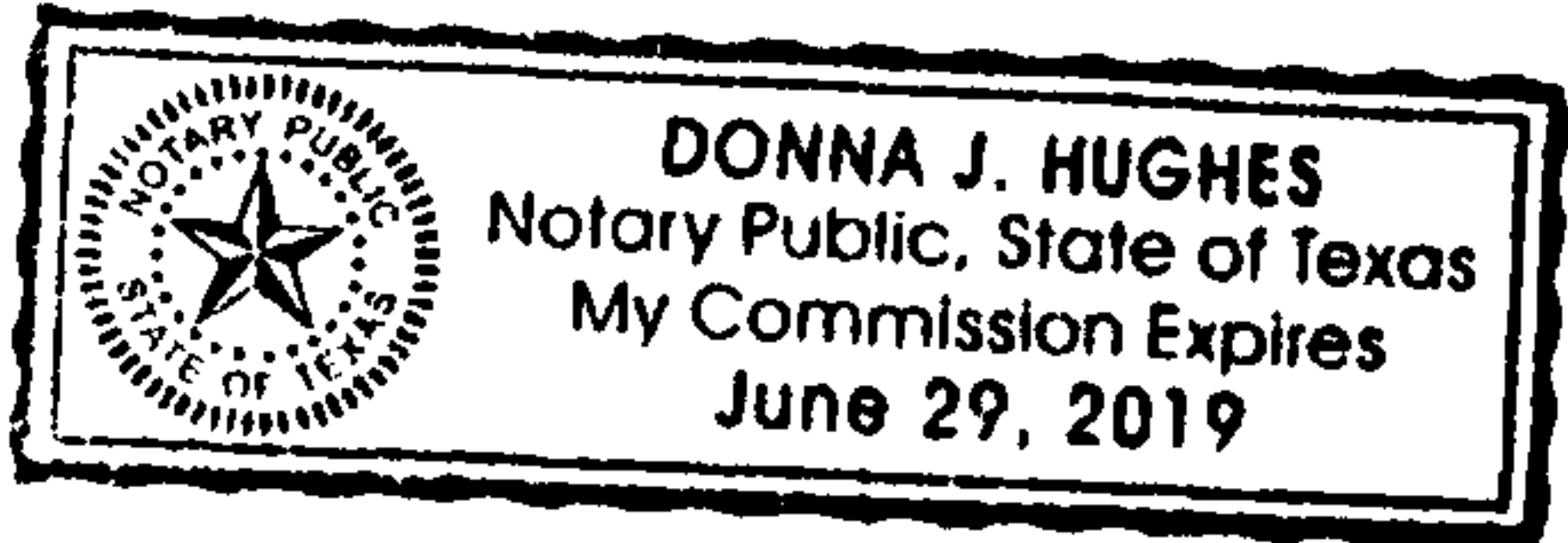
SWORN AND SUBSCRIBED TO THIS 19 day of FEBRUARY, 2017.



STEVEN A & NANCY A FRASE, OWNER, LOTS 18 & 19

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by  
STEVEN A & NANCY A FRASE.

  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

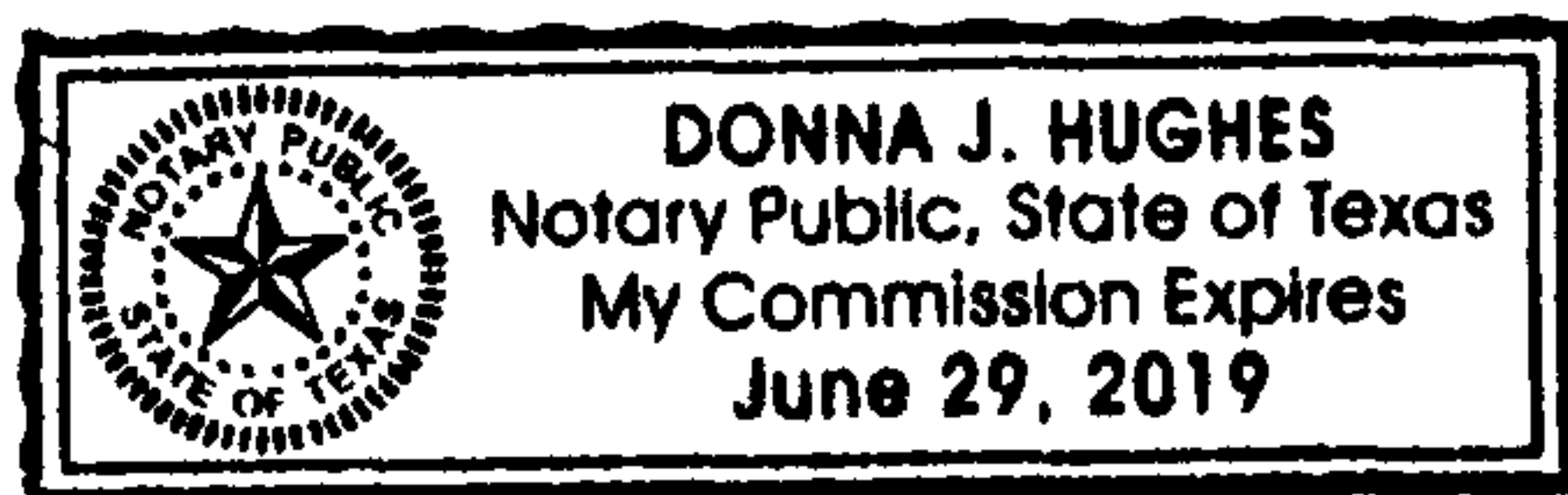


SWORN AND SUBSCRIBED TO THIS 20 day of FEBRUARY, 2017.

Lucia Barrera  
EDGAR E & LUCIA BARRERA, OWNER, LOT 14

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of FEBRUARY, 2017, by  
EDGAR E & LUCIA BARRERA.



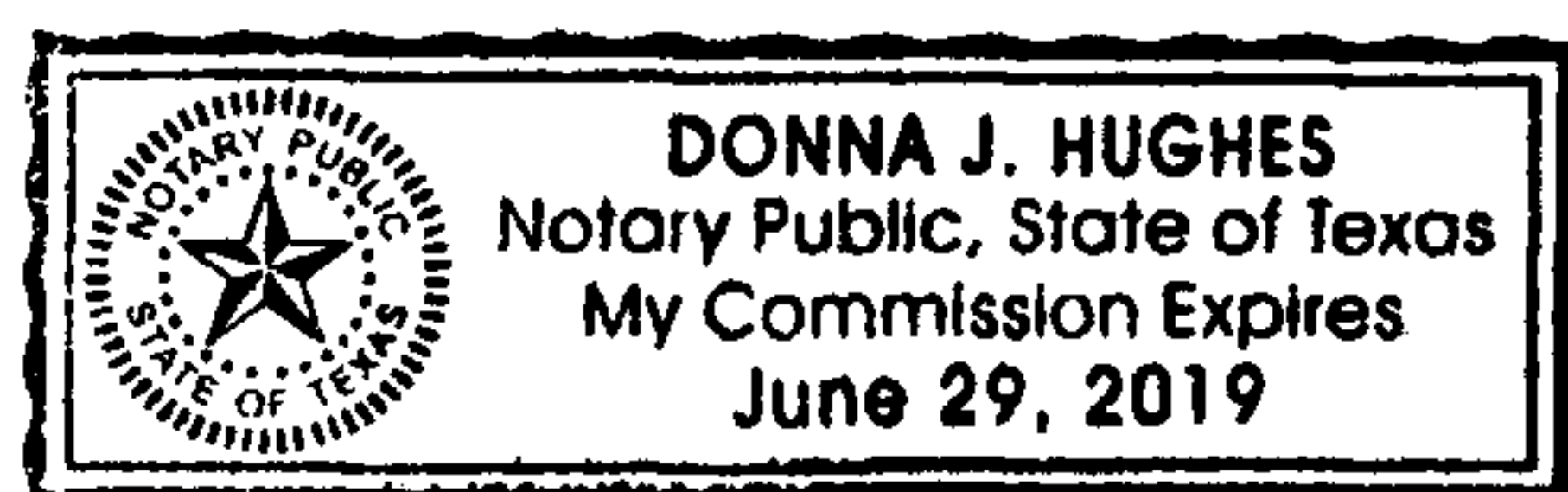
Donna J. Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SWORN AND SUBSCRIBED TO THIS 19 day of FEBRUARY, 2017.

Robert Carr  
CARR REVOCABLE TRUST, OWNER, LOT 24

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by  
CARR REVOCABLE TRUST.



Donna J. Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

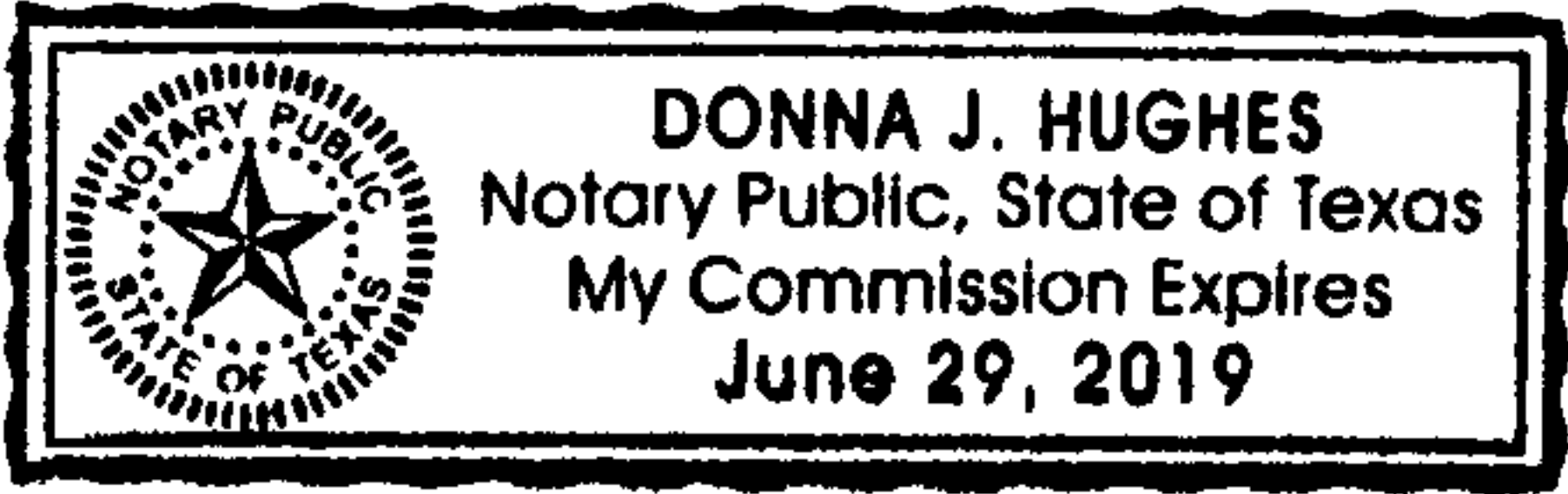


SWORN AND SUBSCRIBED TO THIS 19 day of FEBRUARY, 2017.

William Tays  
WILLIAM H & NANCY TAYS, OWNER, LOT 11

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 19 day of FEBRUARY, 2017, by WILLIAM H & NANCY TAYS.



Donna J. Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

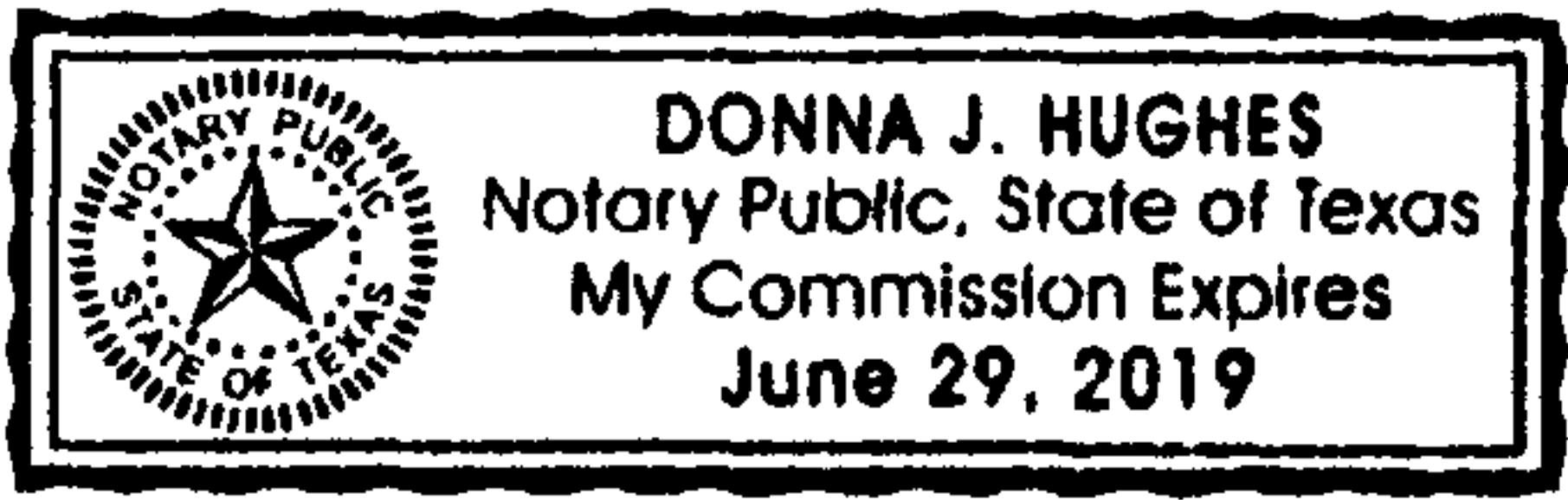
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SWORN AND SUBSCRIBED TO THIS 19 day of FEBRUARY, 2017.

Rachael W. Croom  
DOUGLAS L & RACHAEL W CROOM, OWNER, LOT 23

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by DOUGLAS L & RACHAEL W CROOM.



Donna J. Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

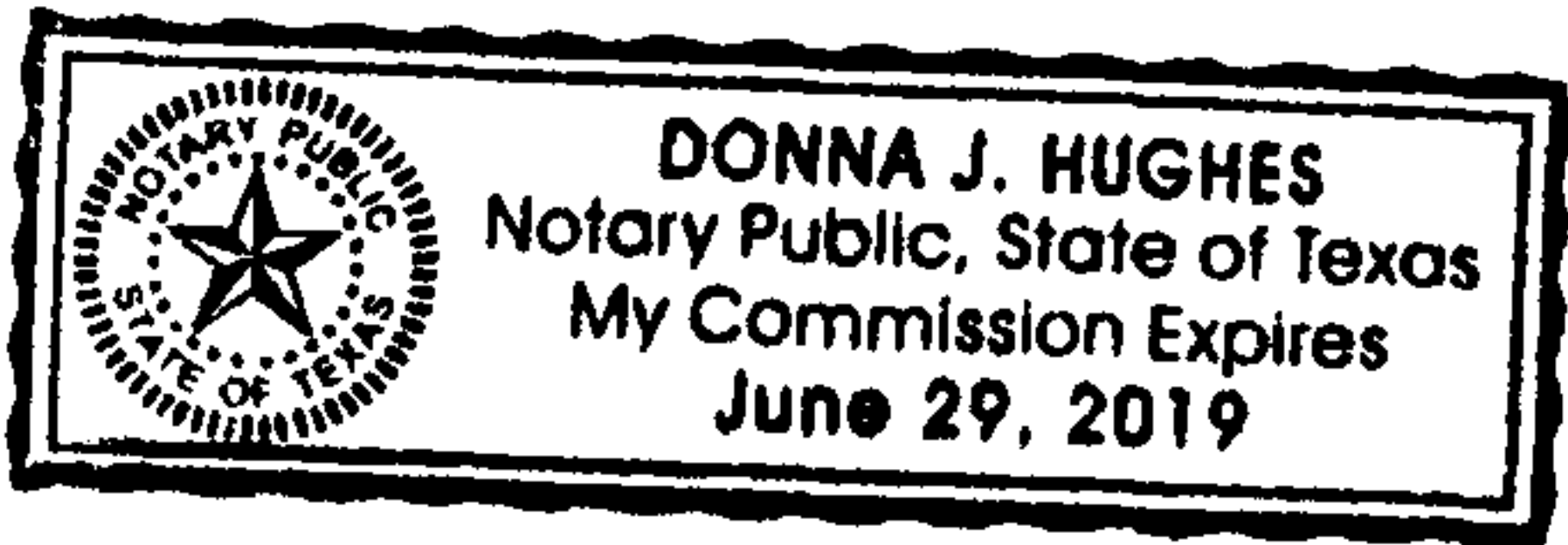
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SWORN AND SUBSCRIBED TO THIS 19<sup>th</sup> day of FEBRUARY, 2017.

Blake L & Heather N Dornburg  
BLAKE L & HEATHER N DORNBURG, OWNER, LOT 7

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL               §

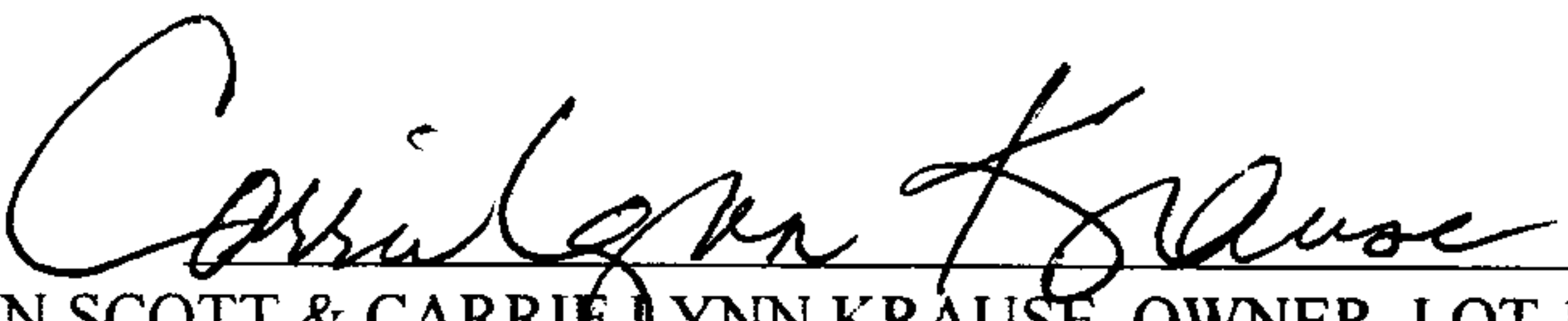
The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by BLAKE L & HEATHER N DORNBURG.



Donna J. Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



SWORN AND SUBSCRIBED TO THIS 23 day of FEBRUARY, 2017.

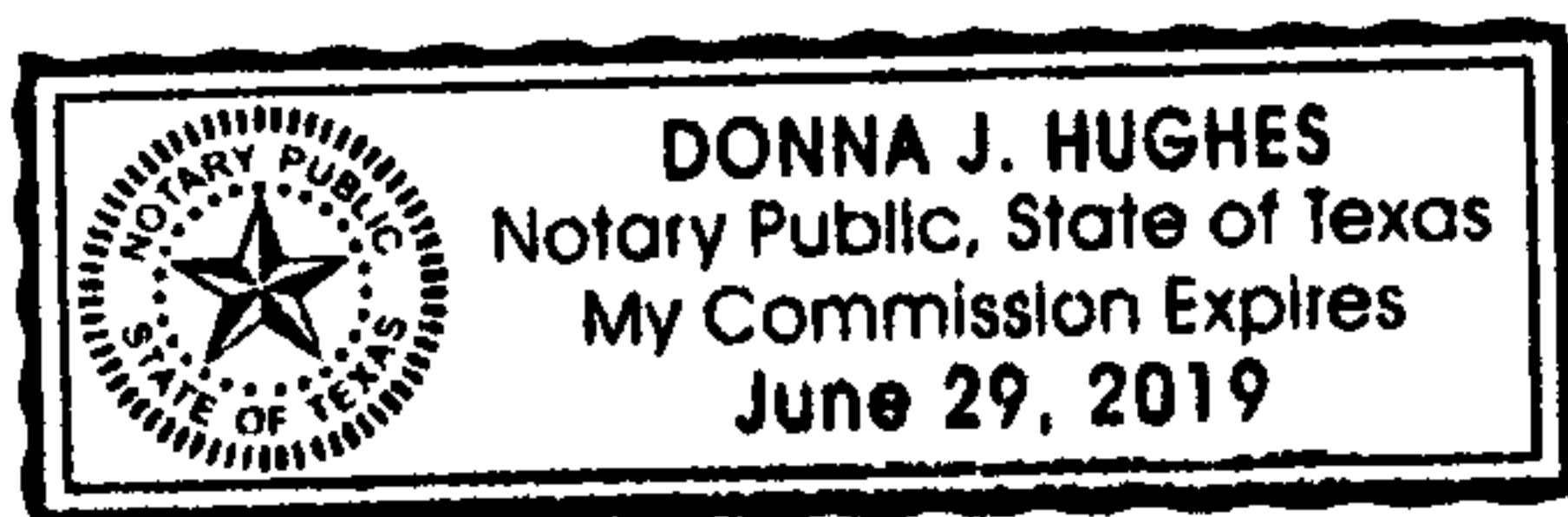
  
GLENN SCOTT & CARRIE LYNN KRAUSE, OWNER, LOT 10 & 9


THE STATE OF TEXAS

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COUNTY OF COMAL

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of FEBRUARY, 2017, by  
WILLIAM H & NANCY TAYS.



  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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SWORN AND SUBSCRIBED TO THIS 19<sup>th</sup> day of FEBRUARY, 2017.

Karen Smith

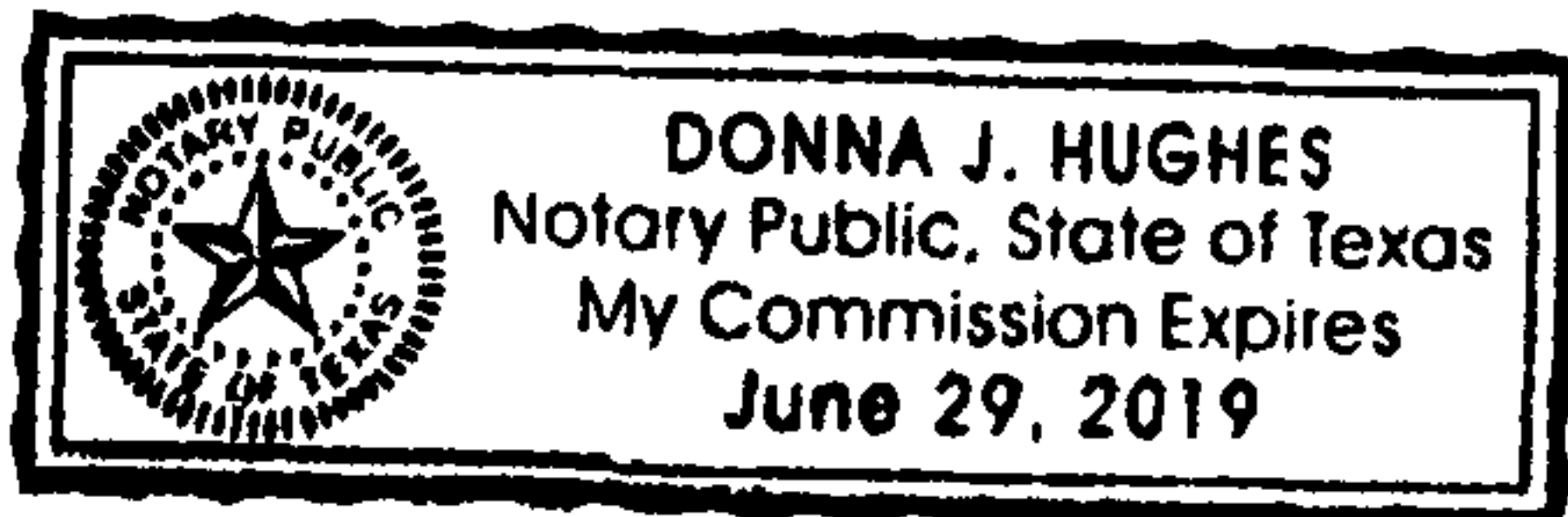
VARNEY & KAREN SMITH LIVING TRUST, OWNER, LOT 4A

THE STATE OF TEXAS

COUNTY OF COMAL

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The foregoing instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2017, by  
VARNEY & KAREN SMITH LIVING TRUST.



Donna J Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Julie Viruette

SWORN AND SUBSCRIBED TO THIS 23 day of FEBRUARY, 2017.

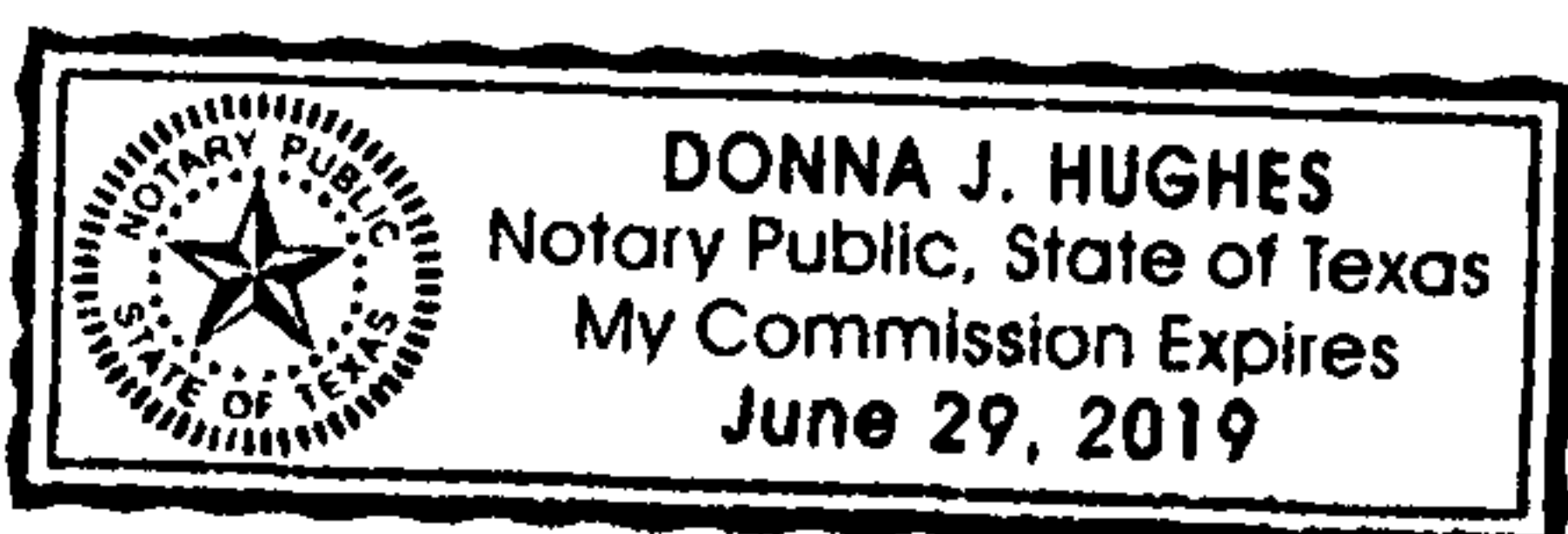
Julie Viruette  
JULIE VIRUETTE, OWNER, LOT 3

THE STATE OF TEXAS

COUNTY OF COMAL

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The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of FEBRUARY, 2017, by  
JULIE VIRUETTE.



Donna J Hughes  
DONNA J HUGHES  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



SWORN AND SUBSCRIBED TO THIS \_\_\_\_\_ day of FEBRUARY, 2017.

\_\_\_\_\_  
CHRISTOPHER K & KAREN D LEGATE, OWNER, LOT 6

THE STATE OF TEXAS

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COUNTY OF COMAL

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The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of FEBRUARY, 2017, by  
CHRISTOPHER K & KAREN D LEGATE.

\_\_\_\_\_  
DONNA J HUGHES

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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SWORN AND SUBSCRIBED TO THIS 22 day of FEBRUARY, 2017.

Paula R Lynch

JEFFRY D & PAULA R LYNCH, OWNER, LOT 2

THE STATE OF TEXAS

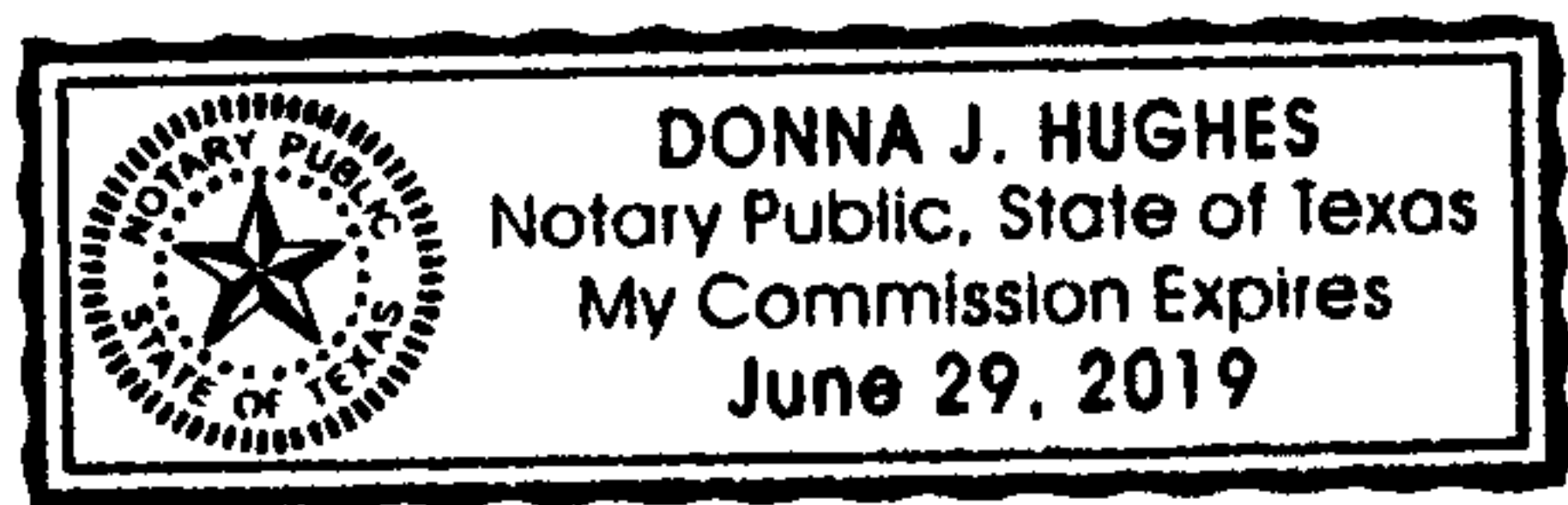
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COUNTY OF COMAL

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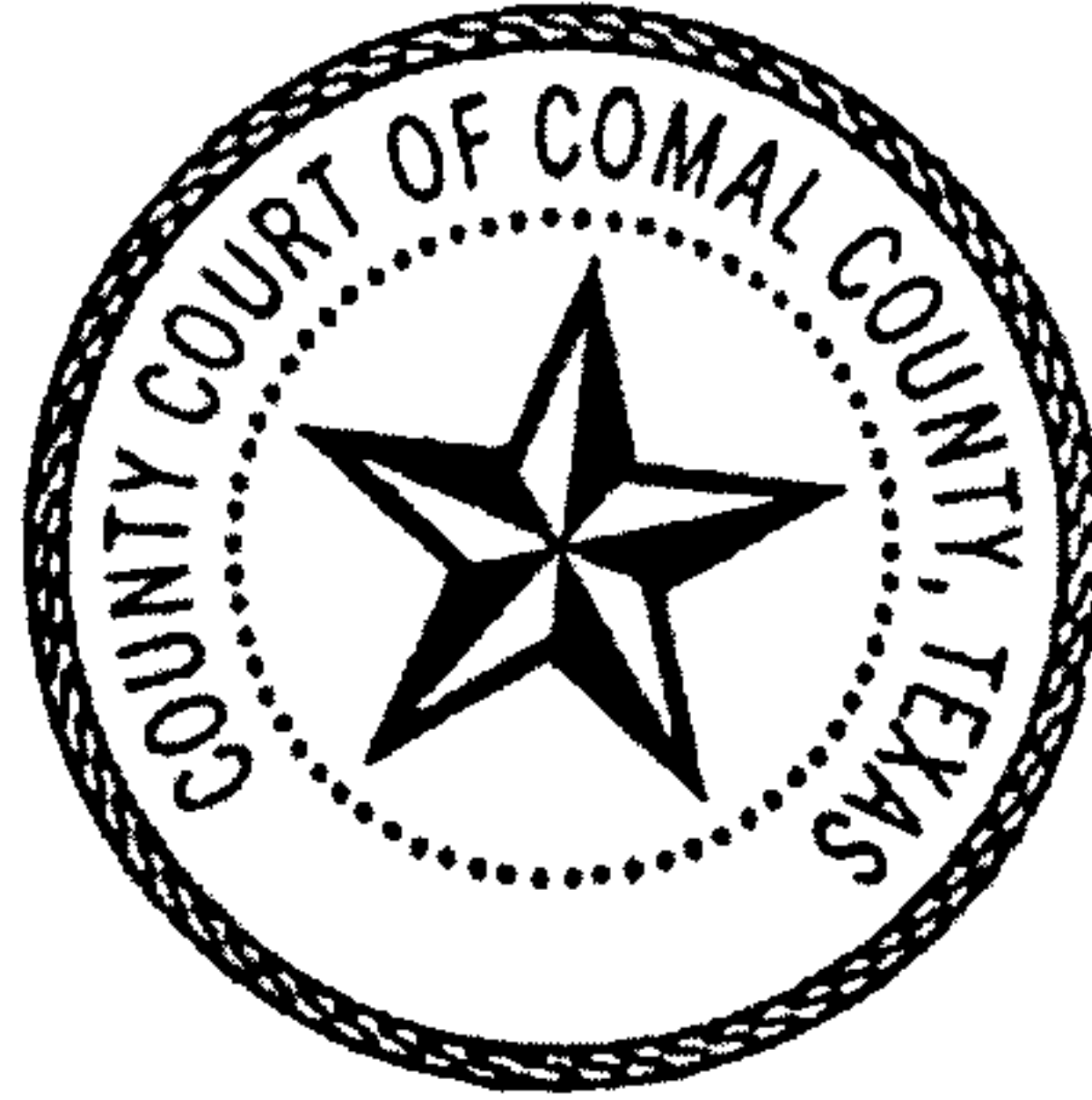
The foregoing instrument was acknowledged before me on the 22nd day of FEBRUARY, 2017, by  
JEFFRY D & PAULA R LYNCH.



Donna J Hughes

DONNA J HUGHES

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
03/02/2017 10:23:54 AM  
MEDINM 14 Page(s)  
201706008106



*Bobbie Koepp*