



6/15

# The Oaks Property Owners Association Property Restrictions

## Covenants, Codes & Restrictions

As of June 11, 2022

WHEREAS, all of the property located in The Oaks Subdivision, Units I II, IV, V, IX, X and XI, are encumbered with restrictions as recorded in Volume 231, Pages 481-483, of the Deed Records of Comal County, Texas, and deeds now of record in the Deed Records of Comal County, Texas; and

WHEREAS, the majority of the lot owners of The Oaks Subdivision desire to amend and/or alter said existing restrictions affecting said Subdivision; and

WHEREAS, the undersigned lot owners of The Oaks Subdivision, being a majority of the lot owners in said Subdivision, hereby amend and alter said restrictions as recorded; and

BE IT RESOLVED, that the undersigned lot owners of said Subdivision hereby bind, encumber and make all lots in The Oaks Subdivision subject to the following RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, ASSESSMENTS, LIENS AND RESERVATIONS, and shall be the only valid ones in effect on the date the same become effective, SAVE and EXCEPT, assessments now of record this date, which assessments as revised, shall take effect as hereinafter provided, and in the event of any variance or conflicts between the now existing recorded restrictions and the ones contained herein, the ones contained herein shall prevail and shall be binding upon the present lot owners, their heirs, successors and/or assigns.

### RESTRICTIONS - "THE OAKS"

1. All lots shall be used solely for single family residential purposes except for lots designated as parks, access and those used to furnish utilities common to the subdivision. No owner shall occupy or use his/her lot or any improvements constructed thereon or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, their family, guests or tenants. No commercial operations of any nature are permitted.

2. No building other than a single family residence containing not less than 1000 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any lot in The Oaks. No building or structure shall be occupied or used until the exterior is completely finished and painted, and the exterior and roofs must be completed no later than six (6) months after laying foundation. Any building, deck or storage shed must be at least 10 feet from the rear property line. No residential structure of any kind may be moved onto the property. No structure of any type may be erected or moved onto the property until construction of permanent residence has been started. Servant's quarters, guest houses, garages, storage or utility buildings may be erected on the rear of the property only after completion, or simultaneously with, the construction of a permanent residence.

3. No improvements shall be erected or constructed on any lot in The Oaks nearer than twenty-five (25) feet to the front property line or nearer than five (5) feet to the side property line, except that in the case of corner lots, no improvements shall be erected or constructed within ten (10) feet of side



property line adjacent to streets. For the purpose of this covenant, eaves, steps, and open porches or carports shall be considered as a part of the residence. These distances may be changed by the Architectural Committee as appointed by The Oaks Property Owners Association Board of Directors for good cause shown by the owner of the lot.

Given that the view from each lot in The Oaks Property Owners Association is unique and weighs into the valuation of that lot, The Oaks Property Owner's Association adopts height restrictions for any building or remodeling done subsequent to June 11, 2022. Beginning June 11, 2022, the highest point of any structure or improvement shall not exceed more than 30 feet in height from the highest point as measured by laser from the highest point on the publicly accessible perimeter of each lot. A height variance may be granted by the Architectural Committee as appointed by The Oaks Property Owners Association Board of Directors for good cause shown by the owner of the lot after reviewing drone footage from any lots that may be impacted by the proposed variance.

The location of a residence on a lot shall be approved by the Architectural Committee. Each residence and other structures, if any, shall be located on a tract in a manner to be compatible with residences on adjacent tracts, the designated building areas, required setbacks, and maximum height restrictions.

4. No building or other improvements may be erected, placed or the exterior altered on any lot in the subdivision until the building materials, plans, specifications, and plot plans for such building have been approved in writing by the Architectural Committee of the subdivision to be appointed by The Oaks Property Owner Association Board of Directors, or to be designated from time to time by a majority of the lot owners. If such committee fails to disapprove such materials, plans and specifications within thirty (30) days after the same have been submitted and if no suit to enjoin the erection of the improvements has been commenced, it shall be deemed that such materials, plans and specifications have been approved. Fences may be erected subject to the approval of the Architectural Committee.

5. All necessary County building and sanitation permits must be obtained before receiving Architectural Committee approval for any construction.

6. No sign of any kind may be kept or displayed to the public view other than names and street number signs and conventional signs offering such lot for sale, said sign shall not exceed eight (8) square feet in size. The Oaks Property Owners Association Board of Directors can remove any sign violating this provision, without the consent of the lot owner and without any liability.

7. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.

8. An assessment shall run against each lot in the subdivision for the maintenance of streets, parks, and recreational facilities. Such assessment shall be and is hereby secured by a lien on each lot respectively, and shall be payable to The Oaks Property Owners Association on the first day of June of each year. The amount of this assessment shall be one hundred fifty dollars (\$150.00) a year, the payment of which shall commence on June 1, 2020 until this amount is changed or altered by a proceeding conducted at the annual meeting of The Oaks Property Owners Association or similar entity which will be responsible for the maintenance of streets, parks and recreational facilities in the subdivision. A notice of the meeting at which such sum shall be altered shall be given to each property owner by regular mail, to be mailed no less than fifteen (15) days prior to the date of such meeting and the address listed with the



Property Owners Association, by each property owner, shall be conclusive as to the address of the then property owners. If a change in the amount of the assessment is made, it shall be properly documented and filed in the proper records of Comal County, Texas. In cases where one owner owns adjoining lots, used for, or intended for the construction of a single residence, such contiguous lots shall be considered as a single lot for maintenance assessment purposes. Non-payment of the maintenance fee specified above will result in loss of privileges to use the respective facilities. Payments not received within sixty (60) days of assessment due date shall be considered delinquent. If any such assessment is not paid within sixty (60) days after the date of delinquency, the assessment shall bear interest from the date of the delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever the lesser and incur a late payment penalty of twenty-five percent (25%) of the assessment due.

In addition, the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot in compliance with Texas Property Code 209.0092. There shall be added to the amount of the assessment any reasonable and necessary attorney's fees and costs incurred in the prosecution of such action. Each owner bests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such owner, and the expenses incurred in connection therewith, including interest, costs, and reasonable and necessary attorney's fees shall be chargeable to the delinquent owner and secured by the lien.

9. Lot owners who are current in the payment of their maintenance fees, members of their immediate family, and accompanied guests, shall have free and exclusive use of the subdivision's recreational facilities and access to and through the parks and private roads as shown on plats of "The Oaks", subject to rules and regulations of The Oaks Property Owners Association. All such facilities shall be available for use by the lot owners, their family members and guests at their own risk.

10. No noxious, offensive, unlawful, or immoral use shall be made of the premises.

11. No trailer, mobile home, manufactured home, tent, shack, garage, barn or outbuilding shall be erected or moved onto the track at any time, without first obtaining written permission from the Architectural Committee. No structure of a temporary character shall ever be used as a residence. House trailers (mobile homes) are strictly prohibited. No trailers or recreational vehicles may be kept on the lot until a permanent residence has been constructed. Vehicles and trailers that fit the following descriptions are strictly forbidden to park overnight on any Oaks lot or street: no single vehicle with a GVWR of more than 26,001 pounds, a trailer with a GVWR of more than 10,000 pounds or if the gross combination weight rating of a vehicle and trailer is more than 26,001 pounds and any vehicle designed to transport more than 15 persons including the driver. All camping shall be restricted to the Charter Oak Park which is designated for this purpose. No overnight camping is permitted in Cove Park or on any U.S. Corps of Engineers Property (below the 918 elevation) adjacent to the Oaks Property.

12. Tanks for storage of gases or liquids used for fuel shall be placed on the property in a manner as approved in writing by the Architectural Committee.

13. No hunting shall be allowed in the subdivision and any discharge of firearms or shooting of fireworks is prohibited.



14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. No lot shall be used as a dumping ground for refuse of any type. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other facilities for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be of neat and attractive appearance. No junk or wrecking yards shall be located on any lot, and no unused or inoperative vehicles, boats, appliances, furniture, or equipment shall be stored outside. Material of any kind stored on said property shall be arranged in a neat and orderly manner on the rear one-third of the property and shall be properly covered.

16. No livestock (cattle, horses, goats, sheep, pot belly pigs, hogs) commercial or domestic, rabbits, poultry, fowl or exotic animals (lions, tigers, wild cats, cougars) may be kept or raised on any part of the subdivision. Household pets may be kept, but may not be bred or maintained for commercial or show purposes or for sale. Pets shall not be allowed to become a nuisance to others.

17. No lot shall be re-subdivided or lot lines changed without written permission of The Oaks Property Owners Association Board of Directors.

18. LEASING. Each owner shall have the right to lease his/her property provided that such lease is in writing and provides that the tenant shall be bound by the provisions of this Declaration, the Association's Bylaws, and the Association's Rules and Regulations and that failure to comply with the provisions of these documents shall constitute a default under the lease. No owner shall lease his/her property for transient purposes. Any lease which is for a period of less than thirty (30) days shall be deemed to be for transient purposes.

19. These covenants shall be binding for a period of thirty (30) days from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term, for successive periods of ten (10) years each. Fifty-one percent (51%) of the record owners of legal title of the lots shown by the Deed Records of Comal County, Texas, who are present or by proxy vote at an annual meeting or special meeting 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 the same in the office of the County Clerk of Comal County, Texas.

20. Invalidity or failure to comply with any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect, including mortgage loans or bona fide lien which may in good faith be then existing on the above property. If any provision of these restrictions should conflict with the County Code of Comal County, then the County Code shall be followed.

21. If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, to prosecute anyone violating or attempting to violate any such covenant and either to enjoin said person

or persons from doing so or to recover damages, plus court costs and attorney's fees, or other dues for such violations.

**JUNE 11, 2022 LIST OF OWNERS IN FAVOR OF AMENDING THE COVENANTS**

Adams  
Bartkiewicz  
Besly  
Bonney  
Briggs  
Bryant  
Coley  
Cooper  
Cooper  
Cox  
Crawford Living Trust  
Defelice  
Disanto, Jr.  
Dixon  
English  
Farr  
Fletcher  
Fletcher  
Goudge Residence Trust  
Goudge Residence Trust  
Hall  
Hendricks  
Hines-Caesar  
Holick  
Holick  
Hudak  
Jannise  
JBH TRUST 1/20/2021  
Jones  
Lennox  
Livingston  
Lopez  
Lowe  
Lowry  
Marshall  
McClung  
Mira  
Moore  
Murphy  
Murphy  
Owen  
Parkhouse  
Pence

Penk  
Quick  
Reeves  
Roberts  
Rousseau  
Salazar  
Sanchez, Jr.  
Scroggins, et.al.  
Smith  
Smith  
Staats  
Strauch  
Vance  
Vanriper  
Walters  
White  
White  
Whitney  
Wilson  
Winch, Jr.

Executed this 9<sup>th</sup> day of August, 2022.

THE OAKS PROPERTY OWNERS ASSOCIATION  
(A Non-Profit Corporation)

BY:   
James White, President

STATE OF TEXAS §  
COUNTY OF COMAL §

This instrument was acknowledged before this 9<sup>th</sup> day of August, 2022 by James White, President of THE OAKS PROPERTY OWNERS ASSOCIATION (A Non-Profit Corporation) in the capacity therein stated.

PRINTED NAME: Jason Edward Pucel

  
Notary Public, State of Texas

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
08/10/2022 01:49:07 PM  
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Bobbie Koepp

