

**RESTRICTIVE COVENANTS OF OAK VALLEY ESTATES PHASES 8 AND 9**

**(RESTATED and AMENDED FOR PHASE 9)**

STATE OF TEXAS

COUNTY OF JOHNSON

RESTRICTIVE COVENANTS FOR OAK VALLEY ESTATES, PHASES 8 & 9, an Addition to Johnson County, Texas.

A. COVENANT:

1. KNOW ALL BY THESE PRESENTS, that R. A. DEVELOPMENT, INC. and GARRETT DEVELOPMENT CO., ("Owners") are the owners of the real property set forth on the attached Exhibit "A" referred to as the "Property" in the above described real estate Subdivision. Owners do hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of all the Property, which includes lots located in OAK VALLEY ESTATES, PHASES 8 & 9, as recorded in the Plat filed on December 20, 2001 in Volume 8, Page 876 and June 29, 2001 in Volume 8, Page 810 respectively of the Real Property Records of Johnson County, Texas. The lots are more particularly described as:

OAK VALLEY ESTATES  
PHASE 9  
15.6103 Acres

BLOCK 11, LOTS 20-33  
BLOCK 12, LOTS 1-26  
BLOCK 13, LOTS 1-9  
BLOCK 14, LOTS 1-2

OAK VALLEY ESTATES  
PHASE 8  
10.507 Acres

BLOCK 10, LOTS 1-23  
BLOCK 11, LOTS 1-19

2. These restrictions are for the benefit of and shall inure to each and every property owners of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots located in Oak Valley Estates, Phases 8 & 9 violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event any owner of one or more lots of Oak Valley Estates, Phases 8 & 9, may institute legal proceedings to enjoin, abate and/or correct such violation and/or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions shall pay all attorney's fees to be fixed by the Court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute. Oak Valley Estates Home Owners Association, Inc., (hereafter referred to as "The Association"), may act on behalf of residents of Oak Valley Estates Phases 8 & 9 to institute legal proceedings regarding these restrictions.
3. Invalidation of any aspect of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

4. These covenants and restrictions shall run with and bind the land Subject thereto for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the owners of the subject lots has been recorded, agreeing to change said covenants and restrictions.
5. Notwithstanding any provisions to the contrary, these restrictions may be amended prior to the expiration of the initial thirty (30) year term hereof by the recording of an instrument signed by the then owners of at least two-thirds of the restricted lots in the aforementioned subdivision.

B. USAGE:

1. Each lot is hereby designated for use solely as a site for construction of one single-family detached dwelling and may not be occupied unless it meets all requirements of these covenants.
2. All houses and structures permitted shall be completed within six (6) months, once construction is started. No structure shall be occupied unless and until the improvements are properly connected to the City of Burleson utility services.
3. Other than the usual and ordinary household pets, no livestock or poultry of any kind shall be raised, bred, or kept on any lot. No commercial breeding of domesticated pets will be allowed.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. Engaging in a trade or business within the subdivision and/or the houses and structuring is prohibited.
6. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or any structure designated for use in boring, for oil or natural gas shall be erected, maintained, or permitted on any lot.
7. All trash, ashes, residue, and garbage must be collected in suitable covered containers and moved from the lot regularly by an authorized garbage service licensee, to which service each lot owner herein shall subscribe. No trash, ashes or other residue may be thrown or dumped on any lot in this addition, or allowed to remain thereon.
8. No lot shall be used or maintained as a junk yard for rubbish or wrecked automobiles. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
9. No individual sewage disposal system shall be permitted on any lot.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one (1) sign of not more than five (5) square feet to advertise the property for sale or rent, or signs for use by the builder to advertise or identify the property during the construction or sales period.
11. No car, machine, boat or recreational vehicle repair or paint or body work or any other mechanical work that may require more than two (2) hours to complete nor any inoperable vehicle shall be permitted on any portion of the lot which is visible from a public road or street.
12. No vehicle larger than a 1 ton pickup truck, including boats, trailers, recreational vehicles, motor homes, travel trailers, or hobby vehicles, may be parked on the lawn, in the driveway, or on the street, in front of or on the side or in the driveways outside the building line of any lot for more than a twenty four (24) hour period. Any such vehicles in the property for longer than twenty four (24) hours shall be kept in a garage or behind a fence.

13. Specifically excepted from the provisions of this section are activities by the developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by him are completed. There is an existing drainage system located on Lot 11, Block 10 in Oak Valley Estates, Phase 8. This system allows for the rear yards of Lots 9, 10, 11 and 12, Block 10, to drain into the existing drainage channel located at the rear of the lots. The owner of Lot 11, Block 10, at the owner's sole cost and expense, must preserve, protect and maintain the drainage system. This obligation includes the duty to preserve the storm drain grate that is installed on Lot 11, Block 10 and to ensure that the drainage system does not become clogged and remains free-flowing. If the owner of Lot 11, Block 10 fails or neglects to perform the duties imposed by this Section, the Association may perform the work and the cost thereof will be an additional assessment against Lot 11, Block 10 and its owner. In case of emergency, the Association and any owner of Lots 9, 10, and 12, Block 10, may enter Lot 11, Block 10, with or without notice, for the purpose of unclogging the storm drain system that serves said lots. By acquiring any title or interest in Lot 9, 10, 11, or 12, Block 10, the owner thereof covenants and agrees to be bound by this Section and the obligations contained herein.

C. ARCHITECTURAL STANDARDS:

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building, sites or lots than existed in the original platting of said combined lots.
2. No structure shall exceed (except by Architectural Control Committee approval) two (2) stories in height and a private garage of not more than three (3) cars.
3. Accessory structures to the main living structure (including, but not limited to, dog houses, gazebos, metal storage sheds, playhouses, detached garages, greenhouses, and the like) are allowed if and only if they meet the following requirements:
  - a. Designed for outdoor use.
  - b. All accessory structures other than a detached garage shall be less than eight (8) feet ten (10) inches in height to the top of the roof ridge. A detached garage shall have less than seven (7) feet in height from the top of the wall to the top of the roof ridge. A detached garage shall have no more than eight (8) feet tall exterior walls.
  - c. An accessory structure other than a detached garage shall have less than 120 square feet of floor space.
  - d. Visually harmonious with the house or fence to which it is most visually related or physically attached, including matching major materials such as siding (brick or masonry is not required on accessory structures) and roofing (to be the same color as the residence), dominant colors, construction details, and pitch of roof.
  - e. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the Association reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or remove it.

4. Every residence must meet all applicable requirements established by Johnson County and any alteration or addition to any residence must meet these same requirements. All residences shall be substantially constructed in compliance with the City of Burleson Building Code.
5. All Lots and Blocks contained in Oak Valley Estates, Phase 9, shall have a minimum of 1700 square feet of living area. All Lots and Blocks contained in Oak Valley Estates, Phase 8, shall have a minimum of 1700 square feet of living area.
6. The exterior walls of each house shall be 80% masonry, stone or brick construction on the first floor or living area unless the Architectural Control Committee specifically approves a variance in writing.

7. Boundary fences shall be of the construction of Wood (as approved by the Architectural Control Committee) and shall not exceed more than six (6) feet in height. No fence shall be erected or maintained on any lot or plat nearer the front street than the front wall of the residence building line unless approved by the Architectural Control Committee, but in no event less than the boundary lines set by the City of Burleson. All other types of fencing shall be subject to approval by the Architectural Control Committee.
8. All residences will face the front line of the lot and shall not protrude forward of the front building lines as set forth on the dedicated plat. The building lines as indicated on the plat have a front building line of twenty-five (25) feet from the front pin of the lot. All side yard and rear building lines shall comply with the building ordinances of the City of Burleson, Johnson County, Texas,
9. New structures only shall be erected on and permitted to remain in the addition. No structures may be moved in to the addition. No structure of a temporary character, trailer, basement, tent, or shed, or garage, barn or other out building shall be used on any lot at any time as a residence either temporary or permanently.
10. No mobile homes or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements.
11. Roofs shall be covered in 220 pound laminated shingles or better grade composition. No roof pitch shall be less than six to twelve (6-12). No roof shall be constructed of any tile, shingles or other materials which, when completed, results in a roof color other than Weatherwood. Should Weatherwood no longer be available as a color selection, a substitute similar color should be submitted to the Architectural Control Committee for approval.
12. All television antennas or any other mechanism used for receiving television reception shall be stored in the attics of the residences and shall not be permitted to be mounted on top of the roofs. Satellite dishes of 30" or less may be mounted to the dwelling. No CB or citizen's band antennas and/or towers will be permitted within the subdivision, without prior approval of the Architectural Control Committee.
13. Each lot must contain reasonable landscaping around the residence within 190 days after construction has been completed.
14. Any and all pool and/or spa equipment shall be installed in the back yard so as not to be seen from the roadway or on the side of the house behind the rear fencing installed on the property.

D. ARCHITECTURAL CONTROL:

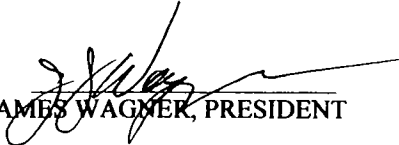
1. The Architectural Control Committee as referred to herein shall be designated by the Oak Valley Estates Homeowners Association, Inc. board of directors. The architectural control committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Each lot shall be entitled to one vote, irrespective of the number of person owning an interest in such lot.
2. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within the thirty days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

E. DUES AND SUBORDINATION OF LIEN RIGHTS:

1. Dues, membership fees and transfer fees shall be paid to the Oak Valley Estates Home Owners Association, Inc., for the purpose of maintaining the condition of neighborhood entrances on South Hurst Road and upholding the standards listed in these restrictions in accordance with the Association by-laws and articles of incorporation.
2. The initial home owners association annual dues shall be due upon the sale of a completed residence and shall be collected at the closing of the property. The amount of the initial dues shall be EIGHT AND 33/100 DOLLARS (\$8.33) per month for each month between closing and the second Monday of the next July. Annual dues shall be due and payable on the second Monday of July and shall be due each year thereafter. The amount of the annual dues shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00).
3. Upon subsequent sale or transfer of ownership of the residence, a one-time transfer fee will be paid to the Association and a notification of the name of the new owner will be given to the Association. The amount of the transfer fee will be FIFTY AND NO/100 DOLLARS (\$50) and will be paid by the buyer.
4. Any lien created pursuant to the Association By-Laws or these Restrictions to secure payment of sums due the Association for dues, assessments, special assessments or otherwise shall remain second and inferior to any lien granted to a lender to secure a purchase money loan on any lot, including any refinance of such loans.
5. All membership fees, transfer fees and dues shall be paid to the Association board of directors and may be sent by mail to the Oak Valley Estates Homeowner's Association, PO Box 2893, Burleson, TX, 76097.

EXECUTED THIS 5<sup>th</sup> DAY OF AUGUST, 2008

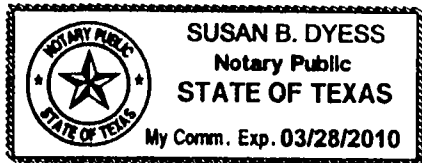
OAK VALLEY ESTATES HOME OWNERS ASSOCIATION, INC.

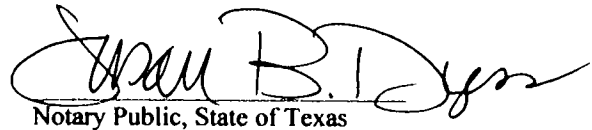
BY:   
JAMES WAGNER, PRESIDENT

STATE OF TEXAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 5<sup>th</sup> day of August by JAMES WAGNER, President of OAK VALLEY ESTATES HOME OWNERS ASSOCIATION, INC., Texas Corporation, on behalf of said Corporation.



  
Notary Public, State of Texas