

DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 1

98-R0025033

THE STATE OF TEXAS

THE COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

That DAR DEVELOPMENT CORP., a Texas corporation, desiring, as the present owner of the Property (as hereinafter defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the Property the following covenants, restrictions, charges, easements and liens (hereinafter referred to together as the "Covenants") which shall run with the land and be binding upon any Owner (as hereinafter defined), tenant or mortgagee of any Lot (as hereinafter defined) or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

ARTICLE 1

DEFINITIONS

The following terms, when used in these Covenants, shall have the following meanings:

- A. "ACC" shall mean the Architectural Control Committee, as designated by the Controlling Party and as more fully described in ARTICLE V. The initial address of the ACC for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- B. "Assessments" shall mean any Maintenance Assessments (as hereinafter defined).
- C. "Association" shall mean Oasis South Homeowners Association, Inc., a non-profit corporation to be established under the laws of the State of Texas, as well as the successors, legal representatives or assigns of Oasis South Homeowners Association, Inc. The initial address of the Association for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- D. "Board of Directors" shall mean the Board of Directors of the Association, as more fully described in Section 8.1. The initial address of the Board of Directors for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- E. "Common Areas" shall mean all land, including, but not limited to the Landscaped Area, amenities, easements and rights comprising a part thereof, located on, appurtenant to or near the Property, and which have been or will be conveyed to the Association by the Developer for the common use, enjoyment and benefit of the Owners (as hereinafter defined).
- F. "Controlling Party" shall mean the Developer until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to other Owners. Upon such conveyance the term "Controlling Party" shall mean the Association.
- G. "Developer" shall mean DAR Development Corp., a Texas corporation and its successors, legal representatives or assigns, other than Owners.

H. "Development Guidelines" shall mean those guidelines as contained in ARTICLE IV herein.

I. "Director" shall mean a member of the Board of Directors of the Association.

J. "Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, and any other structure associated with the development of any Lot.

K. "Landscaped Area" shall mean those certain parcels of land as may be designated by the Controlling Party and including, without limitation, the following areas: (1) Lot 1, Block 1 and Lot 1, Block 3 of the Subdivision adjoining the main entrance to the Property; and (2) any Lots designated for a park or playground area. The Landscaped Area may be required by the Landscape Plan (as hereinafter defined) and/or the Controlling Party to be landscaped with acceptable plant and/or other landscape materials and maintained and irrigated with the intent of enhancing the Property and preserving the Landscaped Area.

L. "Landscape Plan" shall mean the plan, if any, for landscaping the Landscaped Area as established by the Developer, as same may be modified from time to time by the Developer.

M. "Lot" shall mean any of the lots, designated as such on the Plat (as hereinafter defined), within the perimeter boundaries of the Property, which can be used, under applicable law and any applicable restrictions regarding the improvement or use thereof, for the construction of single family residences.

N. "Owner" shall mean the legal title holder of record, whether one or more persons, of any Lot, but excluding any person having such interest merely as security for the performance of any obligation, but including, without limitation, (1) any person or entity holding legal title as trustee, (2) an individual or entity holding legal title as an heir, legal representative, successor or assign of a previous Owner, and (3) all other persons, acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution or by any legal process or by operation of law or in any other legal manner.

O. "Plat" shall mean the valid plat(s) or map(s) of the Property or any part thereof now or hereafter recorded in the Plat Records of Smith County, Texas, appearing in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

P. "Property" shall mean that certain tract of land located in Smith County, Texas, as more particularly described on that certain plat recorded in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

Q. "Setback Areas" shall mean the area described in Section 4.4 upon which no Improvements shall be permitted.

## ARTICLE II

### USES

2.01 Permitted Uses. All Lots shall be used solely for single family residential purposes and, except as herein expressly provided, no structure other than a single family dwelling with permanent accessory structures shall be constructed or permitted to remain on any Lot. As contemplated above, accessory structures, such as garages, porte cocheres, cabanas, and tool sheds, shall be

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permitted, however, said structures shall be subject to the prior written approval of the ACC. Such structures must be of the same material as the house on the same Lot unless a variation therefrom is approved by the ACC.

2.02 Prohibited Uses and Activities. The following uses and activities are prohibited within the Property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of Improvements on any portion of the Property:

- A. Any illegal, noxious or offensive activity of any kind;
- B. Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion, or that is, in the opinion of the Association, unsightly (such as, but not necessarily limited to, vehicle repair);
- C. Any use which may cause or produce a nuisance as to any other portion of the Property;
- D. Any commercial or business use, including, without limitation, treller park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junkyard, scrap metal yard or waste material collection, storage and distribution, dumping disposal, incineration or reduction of garbage or refuse, fire or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- E. The keeping of livestock, poultry, swine or other animals or fowl of any kind, including, without limitation, horses and pot-belly pigs; however, Owner may keep bonafide household pets if confined to a fenced area or properly restrained;
- F. Warehousing of goods or materials for commercial purposes;
- G. Exterior storage of any goods and materials;
- H. Storage of oil, gasoline, or other flammable liquids, except for those in connection with normal household use;
- I. Overnight parking or storage of campers, motor homes, boats or trailers, which are visible from the Common Areas or any Private Street or which are offensive to any party whose complaint is approved by the Association, in its sole discretion;
- J. Overnight parking or storage of trucks larger than one ton in size;
- K. Overnight parking of any vehicle on a street;
- L. Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or other structure designed for use in boring for oil or natural gas; and
- M. The keeping of automobiles or other vehicles which are not in roadworthy condition or which do not have a current inspection sticker or license plates.
- N. The burning of any trash, brush, trees or other waste material, unless prior approval is obtained from the Developer or, upon activation, the Homeowners' Association.

O. The installation, maintenance, or use of an outdoor clothesline.

### ARTICLE III

#### CONSTRUCTION AND ALTERATION

3.01 Construction Standards. The construction and alteration of any improvement shall meet the standards set forth in these Covenants and the Development Guidelines as set forth in Article IV herein. When a construction material is specified herein, another material may be used in lieu thereof provided that such material is determined by the ACC to be equivalent to, or better than, the specified material.

3.02 Structures. Unless otherwise approved by the ACC, the design of all building, parking and other structures shall be in keeping with the Development Guidelines and the standards set forth in these Covenants and consist of no less than seventy percent (70%) brick or acceptable stone veneer. The design character of structures shall be such that it is aesthetically pleasing and consistent on all sides, and it is consistent and harmonious with other structures on adjacent and surrounding Lots. Design characteristics shall exhibit uncluttered forms of a nature devoid of inappropriate ornamentations. Building material and color selection shall achieve visual order through the consistent use of a limited mix of dominant materials of a harmonious color range on any structure or groups of structures. These materials shall preferably be brick, stucco, wood shingles, glass or glazing, and semi-transparent stained vertical grooved wood or lapped wood siding. Pre-engineered, fabricated metal outbuildings are permitted upon approval by the ACC.

3.03 Signs. No signs shall be erected or maintained on any Lot except for a "For Sale" or "For Lease" sign, which shall not exceed five (5) square feet in size, or a sign owned by the Association or the Developer.

3.04 Initial and Subsequent Construction. Each Owner shall take care not to cause damage to any street, easement, utility, Landscaped Area, Common Areas or any portion of or Improvements on the Property during construction or alteration of any Improvements on any Lot.

3.05 Indemnity. In the course of construction or alteration of any Improvement on any Owner's Lot, such Owner shall repair any damage caused to any street, curb, sidewalk, easement, utility, the Landscaped Area, Common Areas, or any other portion of, or Improvements on, the Property. Each Owner shall be solely responsible for the compliance of its plans and specifications with all applicable laws, rules and regulations. Each Owner shall indemnify and hold harmless the Developer and the Association from any and all costs, losses, damages and attorneys' fees incurred by the Developer or the Association in connection with or arising out of the construction or alteration of any Improvements on such Owner's Lot including but not limited to possible soil erosion resulting in damages to downstream property owners.

3.06 Temporary Structures. No temporary building or structure other than sales offices, construction offices and structures for related purposes during the construction period shall be installed or maintained on any Lot. All temporary structures used for construction or sales purposes must receive approval by the Controlling Party with regard to location and appearance, and must be removed promptly upon completion of construction or when otherwise no longer needed and that portion of the Lot from which

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same are removed, must be restored to its original condition or such condition as is otherwise required by these Covenants.

**3.07 Driveways.** Driveways of design and in location approved by the ACC and being of concrete and no less than sixteen feet (16') in width shall be constructed as a part of the development of each Lot. Existing roadway curbs shall not be disturbed before, during or after construction of driveways.

**3.08 Sprinkler System.** The Owner of each Lot shall have installed a sprinkler system in the front and side areas prior to the initial occupancy of a residence located thereupon, and shall maintain said system in good working order.

**3.09 Structured Wiring.** The Structured wiring specifications detailed herein addresses telephone/voice wiring using Category 5 grade cable/components, video over RG-6 cable, and computer networks using Category 5 grade cable/components. The Structured wiring shall be in a "star" or "home-run" configuration to a central location. The specification does not address electrical, security, fire/smoke, or audio systems wiring and requirements.

**A. Telephone Distribution.** All telephone system cable, outlets, components, accessories and the installation thereof shall conform to the Electronics Industry Association (EIA) and Telecommunications Industry Association (TIA) standard for Residential Communication Cabling. (EIA/TIA-570) This standard establishes a home wiring system that uses:

- i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; in addition, four (4) drops for computer local area network (LAN); and
- ii. Star wiring to each room from a central location in the home.

**B. Video Distribution and Entertainment.** Video distribution for the structured wiring system includes incoming services delivered to the central location such as cable TV. The system includes the distribution of these services from the central location throughout the home to application specific outlets. The recommendations of the various equipment manufacturers and providers of these services shall be followed. However, as a minimum, the installers shall adhere strictly to the following installation and component specifications:

- i. All incoming video services to the central location and the distribution of these services throughout the home shall be connected to the central location by a separate home-run of coaxial cable; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and
- ii. Each incoming service shall be routed through the central location for distribution throughout the home.

As a minimum, the coaxial cable shall be 75 ohm, quad shield RG6 which meets current FCC and cable company performance requirements to 1 GHz bandwidth. Coaxial connectors shall be "F" style crimp-on connectors and shall meet the above requirements in this section.

**C. Home-Run, Star Topology.** In the Star Topology, one end of each cable terminates at the central location and the other end terminates at different locations. Home-run is the name given to an individual cable that runs between the central location and an application outlet. All home-run cables shall be labeled uniquely and clearly.

- D. Pre-Wire. A home run with terminators on each end.
- E. Standards. Builders are encouraged to exceed these minimums when appropriate.

#### ARTICLE IV

##### DEVELOPMENT GUIDELINES

- 4.01 Further Subdivision. No Owner shall subdivide any platted Lot unless approved in writing by the Controlling Party.
- 4.02 Easements. Perpetual easements in, on and under Lots of width and extent shown on the Plat shall be available for use by the Controlling Party and the Owners for purposes of installing and maintaining utility services, and such other purposes as are contemplated by the Plat. The easements will be governed pursuant to Article VII herein. No structure shall be constructed or permitted to remain on or over any easement as shown on the Plat, and no party shall be liable to the Owner of such Lot for damages to any structure by reason of its use of such easement as contemplated hereby.
- 4.03 Frontage. Residential structures shall face the street upon which the subject Lot fronts. As between the two streets to which a corner Lot fronts, such Lot shall be deemed to front the street with respect to which there is the shortest linear abutment. In the event a Lot should have two (2) alternative frontage arrangements pursuant to this Section 4.01, the Controlling Party shall designate the required frontage arrangement for that particular Lot.
- 4.04 Set Back Areas. Any and all building lines as shown on the Plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, six feet (6') from either side boundary line, or twenty feet (20') from the rear boundary line.
- 4.05 Square Footage. All residential dwellings shall contain not less than 1,500 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.
- 4.06 Temporary Structure as a Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used at any time as a residence, either temporarily or permanently, nor shall any structures, of a temporary character be permitted on any Lot.
- 4.07 Garages. All garages shall have either a front or side entry.
- 4.08 Roofing. Any building constructed on a Lot shall have high quality wooden, shake, tile, or other heavy duty composition shingles (ie: 20-year minimum), and the minimum roof pitch shall be 8/12.
- 4.09 Tanks and Wells. No septic tanks shall be installed or permitted to remain on or under any Lot. No individual water wells shall be drilled, dug, maintained or operated by any Owner.
- 4.10 Antennas. No television, radio or other similar antennas, mast, or receiving or sending apparatus shall be erected on any portion of any Lot whatsoever. No Lot or Improvement shall be used as a base for any type of radio, television, or similar

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broadcasting system. Satellite dishes are permitted but must be hidden from the view of adjoining street(s) and Lot(s).

**4.11 Utilities.** Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Except as to special street lighting or other aerial facilities which may be required by any utility company or which may be installed by the Controlling Party pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property, whether upon individual Lots, easements, streets or rights of ways of any type, either by the utility company or any other person or entity, including but not limited to any person owning or acquiring any part of the Property, and all utilities, service facilities (including but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground. Within the set back area for each Lot, an easement and right-of-way is reserved for the Association and/or the Developer to properly facilitate and carry out any reasonable maintenance.

**4.12 Rooftop Solar Facilities.** Solar heating and/or electricity systems may be attached to or placed on any roof of any Improvement constructed or placed on any Lot, so long as no portion of such system can be seen from a street.

**4.13 Fences.** Any fences, gates or similar structures located on a Lot must be built of wood or a material that is determined by the ACC to be equivalent to, or better than, wood such as wrought iron or brick. Fences, gates or other similar structures located on a Lot may not be constructed of chain link, barbed wire or other metal material. Prior to occupancy, the owners of Lots 1 through 14, Block 1 must install a conforming fence along the east property line of their lot and the owners of Lots 2 & 3, Block 3, must install a conforming fence along the north property line of their lot.

**4.14 Mailboxes.** All mailboxes must be constructed with the same brick or stone as used for the residence on that Lot (other than the mailbox door). Each mailbox will be located adjoining the street on which the Lot faces and will be in a location consistent with that of the other Lots.

**4.15 Edging and Retaining Walls.** All retaining walls utilized on any Lot or dividing any two (2) Lots must be of brick or stone material consistent in nature with that utilized on the adjoining house or other material approved by the ACC. All flowerbed edging must be of brick, stone, or landscape metal.

**4.16 Drainage.** It is intended that the Property be developed in an orderly manner such that the Owner of each Lot shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Property as a whole. Without limiting the remedies otherwise described herein, to the extent any Lot should be developed in a manner which disproportionately diverts surface water onto another Lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Property's surface water drainage, the Controlling Party shall be entitled to require the Owner of any such Lot to rectify such situation and, if not timely rectified, to itself effectuate such maintenance or repairs as may be necessary to more equitably resolve any drainage problems. Without limiting the foregoing, the Controlling Party shall be entitled to install drainage devices or other arrangements as the Controlling Party may, in its sole discretion, deem necessary. To the extent the Controlling Party deems the necessity for such maintenance to be the responsibility

of only certain of the Lots, then, the Controlling Party may effectuate a special Maintenance Assessment against only those Lots. To the extent the Controlling Party deems any such drainage maintenance to not be attributable to only certain Lots, but, rather, the Property as a whole, then, any such maintenance may be effectuated by way of general Maintenance Assessments described in Section 9.1 hereof.

**4.17 Lawn and Landscaping.** Prior to occupancy, each Owner must install a lawn of sod, hydromulch, sprigs or seed sufficient to cover the entire yard area of the Lot within a growing season. Also, prior to occupancy, each Owner must install adequate landscaping in the front yard area to be consistent with the neighborhood pattern, including shrubbery along the front of the house. Each Owner must obtain prior approval of such installation from the ACC and shall maintain said lawn and landscaping in a manner acceptable to the Association.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

**5.01 Architectural Control Committee.** The ACC shall be composed of three (3) individuals or business entities, one of which must be the president of the Association, selected and appointed by Controlling Party, each generally familiar with residential and community development design matters and knowledgeable about the Controlling Party's concern for a high level of taste and design standards within the Property. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate and appoint a successor. The ACC shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property. No member of the ACC shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

**5.02. Approval of Plans and Specifications.** No Improvements shall be erected, placed or altered on any Lot or any construction or on-site preparation work of any nature whatsoever begun until all plans and specifications, a plot plan and a general landscape plan have been submitted to and approved in writing by the ACC, or a majority of its members, as to:

A. quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;

B. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

C. the other standards set forth within these Covenants (and any amendments hereto).

The ACC is authorized and empowered to consider and review any and all aspects of the construction of any Improvements, which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

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**5.03 Approval Procedure.** Final plans and specifications shall be submitted to the ACC for approval or disapproval. The ACC is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the ACC, one complete set of plans and specifications will be retained by the ACC and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with these Covenants, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants. Any modification or change to the disapproved set of plans and specifications must again be submitted to the ACC for its inspection and approval. The ACC's approval or disapproval, as required herein, shall be in writing. If the ACC fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission, then such plans shall be submitted to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans and specifications within fifteen (15) days, then the approval of the ACC and Association shall be presumed.

## ARTICLE VI

### COMPLIANCE WITH THESE PROTECTIVE COVENANTS

**6.01 Duty.** The Owner of a Lot shall keep and maintain that Lot and the Improvements located thereon in a safe, clean and attractive condition and otherwise in compliance with these Covenants; provided, however, it shall be the exclusive responsibility of the Association, as described in Section 9.1, to keep and maintain the Common Areas, specifically including, but not limited to, the Landscaped Area.

**6.02 Failure to Comply.** If, in the opinion of the Developer or the Association, any Owner is failing in the duty set forth in these Covenants, then either the Developer or the Association may give such Owner notice of such fact and such Owner shall, within ten (10) days of such notice, undertake the work required to restore said Owner's Lot to a safe, clean and attractive condition, and otherwise bring said Lot into compliance with these Covenants (including, but not limited to, the installation and maintenance of landscaping). Should any such Owner fail to fulfill this duty and responsibility after such notice, then the Developer or the Association shall have the right and power (but not the obligation) to enter upon such Lot (without liability for trespass or other cause of action) and perform such work and bring such Lot into compliance with these Covenants, and the Owner of the Lot on which such work is performed by Developer or the Association, shall be liable for the cost of any such work and shall on demand pay the party or parties who performed such work such amount, together with interest thereon at the maximum rate allowed by applicable law (or, if there is no maximum rate, at eighteen percent (18%) per annum) from the date incurred by such party or parties until paid. If such Owner shall fail to so pay the Developer or the Association, as the case may be, within thirty (30) days after demand therefor, then said cost and interest thereon shall be a debt of such Owner, payable to the Developer, or the Association, as the case may be, and shall be secured by a lien against such Owner's Lot, in accordance with the provisions of Section 9.6.

## ARTICLE VII

EASEMENTS

7.01 Adoption. The Plat dedicates for use, subject to the limitations set forth therein, certain easements shown and provided for thereon, and the Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Lots. Additionally, the Controlling Party may hereafter grant, create and dedicate, by recorded instruments, certain other easements and related rights affecting the Setback Areas of certain of the Lots. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements and related rights heretofore or hereafter made by the Controlling Party affecting the Property are incorporated herein by reference and made a part of these Covenants for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Controlling Party conveying or leasing any part of the Property.

7.02 Title to Easement Estates and Appurtenances Not Conveyed. Title to any Lot conveyed by Developer shall not be held or construed, in any event, to include the title to any easement estates or any Improvements within such easements estates constructed by Developer, or its agents, through, along or upon any portion of the Property, and the right to maintain, repair, sell, or lease such Improvements to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

7.03 Association Easement. An easement is hereby granted to the Developer and the Association, their respective officers, agents, employees, and management personnel to enter upon any Lot to render any service or perform any of their respective functions. In addition, an easement is hereby granted to all police, sheriff, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their duties.

7.04 Restriction. Owner shall not grant any easement on, over, under or across any Lot without the prior written approval of the Controlling Party.

7.05 Surface Areas. The surface of easement areas for underground utility services may be used for planting and maintenance of shrubbery, trees, lawns, or flowers and for driveways providing ingress and egress across such areas subject to the requirements of the grantee(s) of such easement(s) and applicable governmental regulations. However, neither the Controlling Party nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

## ARTICLE VIII

THE ASSOCIATION

8.01 Non-Profit. The Association will be formed and organized by the Developer prior to December 31, 1998, and once

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formed shall be operated, as a non-profit corporation under the laws of the State of Texas.

8.02 Purposes. The purposes of the Association shall be as set forth in its Articles of Incorporation and include the collection and use of the Assessments as described in Article IX.

8.03 Board of Directors. The Association shall act through a three (3) to five (5) member Board of Directors, which shall manage the affairs of the Association. The initial Directors shall be selected by the Developer. Each initial Director shall serve on the Board of Directors until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to Owners and until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members (as defined in Section 8.4) shall elect a Board of Directors as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by an election of the remaining Board Members pursuant to the Bylaws. The person elected to fill any such vacancy shall serve for the remainder of his predecessor's term and until his successor is duly elected and qualified.

8.04 Membership. The Association shall have one class of Members. Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association (hereafter referred to as "Member" individually or "Members" collectively) and shall remain a Member thereof until its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the Owner's legal ownership in any Lot and may not be separated from such interest. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer or membership in the Association, and no certificate of membership will be issued. The Developer shall also be a Member of the Association so long as Developer is the holder of legal title to a Lot.

## ARTICLE IX

### COVENANTS FOR ASSESSMENTS

9.01 Maintenance Assessments. Maintenance Assessments (so called herein) shall be levied by the Board of Directors against the Members and may be used by the Association for the purposes of promoting the health, safety and welfare of the Owners, residents and tenants of the Property as the Association in its discretion may deem appropriate, including, but not limited to, the following:

A. Maintaining, illuminating and repairing the Common Areas and any and all improvements constructed by the Controlling Party and located thereon;

B. Planting, landscaping, sprinklering, mowing, tree surgery and general upkeep of the Landscaped Area;

C. Provision of safety and security measures;

D. Construction, maintenance, and repair of lighting along any roadway or street used for traffic, entrance area, and/or park;

E. Capital items necessary to accomplish the foregoing purposes, as determined by the Association, in its sole discretion;

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F. Reimbursement for reasonable out-of-pocket expenses incurred by Developer or the Association in connection with or arising out of these Covenants; and

G. Non-capital items or expenses as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these provisions and for the general benefit of the Members, including, but not limited to, general liability insurance on the Common Areas.

Irrespective of anything contained herein to the contrary, in no event shall the Developer or the Association be responsible for the cost of initial planting and landscaping of Lots owned by an Owner.

9.02 Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Maintenance Assessments. "Owner", as used in this Section with respect to payment of assessments, excludes the Developer and Association.

9.03 Basis of Maintenance Assessments. For the current fiscal year and each subsequent year, the annual Maintenance Assessment shall be established at \$100.00 per Lot. Each year or otherwise from time-to-time, the annual Maintenance Assessment may be increased as the Association deems appropriate. Furthermore, the Board of Directors may determine and certify that the then current annual Maintenance Assessment is not sufficient to meet the expenses of the Association and, at a meeting called for such purpose by majority vote of all Directors present, in person or by proxy, may vote to increase the annual Maintenance Assessment up to an amount which is consistent with other first-class residential developments then in existence in Smith County, Texas or like communities. It is expressly understood that although the Property will be developed in phases, the Maintenance Assessment shall be established on a per Lot basis.

9.04 Payment of Assessments -- Due Dates. After one (1) year from the time a Lot is sold by the Developer, a subsequent sale of a Lot, or occupancy of a residence constructed on a Lot, whichever occurs first, the Maintenance Assessments shall be due and payable in advance on a monthly, quarterly or annual basis as the Association may require. The Association is further empowered to change the timing of such required payments in its discretion.

9.05 Effect of Non-Payment of Assessments -- The Personal Obligation of the Owner; The Lien; Remedies of Association. If any Assessments are not paid on the date when due and payable as specified herein, then such Assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, becoming a continuing lien on the Lot as well as the personal obligation of the then Owner. If such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use or abandonment of its Lot.

9.06 Lien to Secure Assessments -- Subordination of Lien to Mortgages. The Assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the

DECLARATION OF COVENANTS

same shall be subordinate and inferior to (A) all liens for taxes levied by County and State governments or any political subdivision or special district thereof, and (B) all liens or deeds of trust in favor of any lender and granted by Developer, and all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price of any Lot and/or cost of improvements placed thereon, to the extent such liens described in this item (B) should be filed for record prior to the date when such Assessments become due and payable. No foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

9.07 Association's Power to Borrow Money. The Association shall have the right, but not the obligation, to borrow money on terms acceptable to the Association, in its sole discretion, for the purpose of paying expenses incurred by the Association pursuant to Section 9.1. Any such debt shall be repaid with monies collected from the Maintenance Assessments described in Section 9.1.

9.08 Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as of the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All Members shall have the right during regular business hours to inspect the books and records of the Association at the office of the Association.

9.09 Limited Liability. It is understood that the judgment of the Association, its successors, legal representatives and assigns, in the allocation and expenditure of the Assessments shall be final so long as such judgment is exercised in good faith. None of the Developer, Association, the Board of Directors, or any Director, shall have any liability to any person or entity under any theory or circumstance for any error or judgment, action or inaction of the Developer, Association, the Board of Directors, or any Director. The enumeration of the services for which the assessments may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

9.10 Developer Exempted. Notwithstanding anything herein to the contrary, the Developer and Association are specifically exempted from the payment of any assessments authorized in these Covenants.

ARTICLE I

RESERVATION OF RIGHT TO RESUBDIVIDE, FURTHER RESTRICT AND ADDED ADDITIONAL PROPERTY

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Developer hereby reserves the right, so long as the Developer is the Controlling Party, to subdivide or resubdivide, as the case may be, plat or replat, as the case may be, and/or execute further covenants, restrictions, charges, easements and liens on all or any portion of the Property. It is acknowledged and understood that the Property may be developed in phases. Developer is specifically authorized and reserves the right to plat or replat and to undertake the development, if any, which occurs with respect to the phases of the

DECLARATION OF COVENANTS

Property and specifically with respect to the initiation of the work as to any subsequent phase. It is expressly understood and agreed that the term Property, as utilized herein, includes all phases of the proposed development.

Developer hereby further reserves the right, so long as the Developer is the Controlling Party, to annex additional adjacent property in order to develop such property and to do all things and execute all documents in order to obtain title to such adjacent property and ready same for development. Any such annexation shall have the effect of imposing these Covenants against such adjacent property.

#### ARTICLE XI COVENANT TO DEVELOP

By acceptance of a deed for a Lot, each owner covenants and agrees to complete the construction on and/or development of such Lot as a single family residence, in accordance with these Covenants and all applicable governmental ordinances and requirements, within two (2) years from the date of such deed ("Construction Period"). The Developer reserves the right, title and privilege to repurchase the Lot at eighty percent (80%) of the original purchase price, if construction of the Improvements have not been initiated one (1) year after the conveyance of the Lot to Owner. Such repurchase option shall be exercised by the Developer giving thirty (30) days prior written notice to Owner, at Owner's address as specified herein, of the Developer's election to repurchase the Lot. Such election notice shall specify the time, date and place of repurchase of the Lot and shall have attached thereto the form of deed to be used to convey the Lot to Developer. Such deed shall be substantially similar in form as the deed to Owner, containing the same warranties of title and shall be subject to any and all exceptions of record. The original purchase price for the Lot shall be the same price paid by Owner to the Developer for the purchase of the Lot.

#### ARTICLE XII

##### MISCELLANEOUS

12.01 Enforcement. These Covenants shall run with and bind the Property, and (except where expressly provided otherwise) shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to these Covenants. The Association, the Developer, or any Owner shall have the right to enforce, by proceedings at law or in equity, (A) all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in these Covenants, and (B) unless specifically provided to the contrary therein, all restrictions, covenants, conditions, reservations, liens, charges, assessments and other provisions set out in any deed, ground lease or other instrument executed by Developer further restricting, as herein authorized, the use or development of the Property or any portion thereof; provided, however, that the failure of the Association, the Developer, or any Owner to take any action upon a breach of these Covenants shall not render such party liable in any manner for such failure. Failure of the Association, the Developer, or any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of the right to take enforcement action upon any subsequent breach or default.

12.02 Termination of Covenants. These Covenants shall be effective upon the date of recordation hereof, and as amended from

DECLARATION OF COVENANTS

time to time, shall continue in full force and effect to and including December 31, 2020. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless the Owners of eighty percent (80%) of the Lots within the Property, by written declaration signed, acknowledged and filed for record, elect to terminate these Covenants. Notwithstanding the foregoing, the Developer may, so long as the Developer is the Controlling Party, alter, amend, terminate or extend these Covenants, and Owners may alter, amend, terminate or extend these Covenants, and this right shall exist as long as the then Owners of eighty percent (80%) of the Lots within the Property desire; provided, however, that no amendment of the Permitted Uses in Section 2.1 shall have a retroactive application to any Improvements theretofore constructed or for which construction has commenced.

12.03 Assignability of Developer's Rights. Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association. Upon any such written assignment or delegation, Developer shall be relieved of the rights and obligations so assigned or delegated. In the event that Developer no longer owns nor has ground leased any portion of the Property, all rights and obligations of Developer hereunder shall automatically be transferred to and assumed by the Association, and Developer shall automatically be relieved of same, without need of any written assignment or delegation.

12.04 Protection of Name. No Owner, or any tenant or mortgagee of any Owner shall use the phrase "Oasis South" or any phrase or phrases similar thereto in connection with any Lot or any business operated in connection with any Lot, without the prior written consent of Developer except that Owner may use such phrase to identify the location of such Lot and Owner's contemplated development thereof. This restriction is for the benefit of and may be enforced only by Developer. Nothing contained herein shall be construed to restrict Developer's use of the words described herein and further, Developer specifically reserves the right to use such phrase.

12.05 Utility District. Notwithstanding anything herein to the contrary, any land within the Property conveyed by the Developer to a municipal utility district or other public authority to provide utility service to the Property shall not be subject to these Covenants (including, without limitation, the provisions hereof pertaining to the assessments so long as such land is owned by such utility district or other public authority for the provisions of utilities to the Property).

12.06 Corrections. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Covenants by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical errors or any ambiguity or inconsistency appearing herein.

12.07 Interpretation. If these Covenants or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of contradicting interpretations, the interpretation which is most nearly in accordance with the general purposes and objectives of these Covenants shall govern.

12.08 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Covenants is omitted herefrom, such omission is unintentional and

the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

**12.09 Notices.** All notices or other communications required or permitted to be given pursuant hereto shall be in writing and shall be considered as properly given if (A) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (B) by delivering same in person to the intended addressee, (C) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (D) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the address of any Owner shall be the last known address of such Owner as shown on the records of the Controlling Party at the time of such mailing and the addresses of Developer, the Association and the ACC shall be shown in Article I hereof; provided, however, that (A) any Owner shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Controlling Party in the manner set forth herein; and (B) any of the Developer, the Association and the ACC shall have the right to change their respective addresses for notice hereunder to any other location within Smith County, Texas by the giving of thirty (30) days' notice to the Owners in the manner set forth herein.

**12.10 Rules of Construction.** The singular, wherever used herein, shall be construed to include the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, males or females, shall in all cases be assumed as though in each case fully expressed. The word "or" is not exclusive. The words "herein", "hereinafter", "hereafter", "hereunder" and "hereof" refer to these Covenants as a whole and not merely to the sections in which such words appear, unless the context otherwise requires.

**12.11 Severability.** The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

**12.12 Headings.** All headings contained herein are for convenience only, and shall not be deemed to modify any substantive provision hereof.

**12.13 Writing Required.** In the event the approval or consent of the Developer, Association, Controlling Party or Board of Directors is required under these Covenants, such approval or consents must be obtained in writing to be effective unless expressly provided to the contrary herein.



Executed this 25th day of June, 1998.

DAR DEVELOPMENT CORP.

By: A. Khalifa  
Name: ANNAR KHALIFA  
Title: President

STATE OF TEXAS )  
COUNTY OF SMITH )

This instrument was acknowledged before me on the 26<sup>th</sup> day of June, 1998, by ANNAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas Corporation, on behalf of said Corporation.



Vicki Glover  
NOTARY PUBLIC, STATE OF TEXAS

Filed for Record in  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK  
On Jun 26 1998  
At 9:27am  
Deputy - Jenette Steveson

After recording, return to:

DAR Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the date and time stamped hereon by me and  
was duly recorded in the Official Public records  
of Smith County Texas



JUN 26 1998

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By: Jenette Steveson Deputy

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
OASIS SOUTH SUBDIVISION UNIT 1 2

98-R0048979

This Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, is made as of the 7<sup>TH</sup> day of DECEMBER, 1998, by the undersigned, herein called "Declarant".

WITNESSETH:

WHEREAS, on June 25, 1998, Dar Development Corp., a Texas corporation, executed a Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1 (the "Declaration"), filed in Volume 4377, Page 108, Official Public Records of Smith County, Texas; and

WHEREAS, the undersigned, being the Declarant in the above referenced Declaration, desires to amend the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows, and as it applies to the lots in said subdivision presently owned by Declarant:

1. Paragraph 3.09A.i. of the hereinabove Declaration relating to "Structured Wiring" is hereby amended to read:
  - i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and

2. Paragraph 4.05 of the hereinabove Declaration relating to Square Footage is hereby amended to read:

4.05 Square Footage. All residential dwellings shall contain not less than 1,400 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.

Except as expressly modified hereby, the Declaration shall remain in full force and effect as originally written and amended.

DAR DEVELOPMENT CORP.

By: *A Khalifa*  
Name: ANWAR KHALIFA  
Title: President

Filed for Record in:  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Dec 08 1998  
At 3:47pm

Deputy - Jennette Steveson

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on the 7<sup>TH</sup> day of DECEMBER, 1998, by ANWAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas corporation, on behalf of said corporation.



*Stephen Dement*  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the date and time stamped hereon by me and  
was duly recorded in the Official Public records  
of Smith County, Texas.



DEC 8 1998

After recording, return to:

Dar Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By *Jennette Steveson* Deputy

DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 1

98-R0023033

THE STATE OF TEXAS

THE COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

That DAR DEVELOPMENT CORP., a Texas corporation, desiring, as the present owner of the Property (as hereinafter defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the Property the following covenants, restrictions, charges, easements and liens (hereinafter referred to together as the "Covenants") which shall run with the land and be binding upon any Owner (as hereinafter defined), tenant or mortgagee of any Lot (as hereinafter defined) or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

ARTICLE 1

DEFINITIONS

The following terms, when used in these Covenants, shall have the following meanings:

- A. "ACC" shall mean the Architectural Control Committee, as designated by the Controlling Party and as more fully described in ARTICLE V. The initial address of the ACC for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- B. "Assessments" shall mean any Maintenance Assessments (as hereinafter defined).
- C. "Association" shall mean Oasis South Homeowners Association, Inc., a non-profit corporation to be established under the laws of the State of Texas, as well as the successors, legal representatives or assigns of Oasis South Homeowners Association, Inc. The initial address of the Association for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- D. "Board of Directors" shall mean the Board of Directors of the Association, as more fully described in Section A.1. The initial address of the Board of Directors for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.
- E. "Common Areas" shall mean all land, including, but not limited to the Landscaped Area, amenities, easements and rights comprising a part thereof, located on, appurtenant to or near the Property, and which have been or will be conveyed to the Association by the Developer for the common use, enjoyment and benefit of the Owners (as hereinafter defined).
- F. "Controlling Party" shall mean the Developer until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to other Owners. Upon such conveyance the term "Controlling Party" shall mean the Association.
- G. "Developer" shall mean DAR Development Corp., a Texas corporation and its successors, legal representatives or assigns, other than Owners.

H. "Development Guidelines" shall mean those guidelines as contained in ARTICLE IV herein.

I. "Director" shall mean a member of the Board of Directors of the Association.

J. "Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, and any other structure associated with the development of any Lot.

K. "Landscaped Area" shall mean those certain parcels of land as may be designated by the Controlling Party and including, without limitation, the following areas: (1) Lot 1, Block 1 and Lot 1, Block 3 of the Subdivision adjoining the main entrance to the Property; and (2) any Lots designated for a park or playground area. The Landscaped Area may be required by the Landscape Plan (as hereinafter defined) and/or the Controlling Party to be landscaped with acceptable plant and/or other landscape materials and maintained and irrigated with the intent of enhancing the Property and preserving the Landscaped Area.

L. "Landscape Plan" shall mean the plan, if any, for landscaping the Landscaped Area as established by the Developer, as same may be modified from time to time by the Developer.

M. "Lot" shall mean any of the lots, designated as such on the Plat (as hereinafter defined), within the perimeter boundaries of the Property, which can be used, under applicable law and any applicable restrictions regarding the improvement or use thereof, for the construction of single family residences.

N. "Owner" shall mean the legal title holder of record, whether one or more persons, of any Lot, but excluding any person having such interest merely as security for the performance of any obligation, but including, without limitation, (1) any person or entity holding legal title as trustee, (2) an individual or entity holding legal title as an heir, legal representative, successor or assign of a previous Owner, and (3) all other persons, acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution or by any legal process or by operation of law or in any other legal manner.

O. "Plat" shall mean the valid plat(s) or map(s) of the Property or any part thereof now or hereafter recorded in the Plat Records of Smith County, Texas, appearing in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

P. "Property" shall mean that certain tract of land located in Smith County, Texas, as more particularly described on that certain plat recorded in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

Q. "Setback Areas" shall mean the area described in Section 4.4 upon which no Improvements shall be permitted.

## ARTICLE II

### USES

2.01 Permitted Uses. All Lots shall be used solely for single family residential purposes and, except as herein expressly provided, no structure other than a single family dwelling with permanent accessory structures shall be constructed or permitted to remain on any Lot. As contemplated above, accessory structures, such as garages, porte cocheres, cabanas, and tool sheds, shall be

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permitted, however, said structures shall be subject to the prior written approval of the ACC. Such structures must be of the same material as the house on the same Lot unless a variation therefrom is approved by the ACC.

**2.02 Prohibited Uses and Activities.** The following uses and activities are prohibited within the Property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of Improvements on any portion of the Property:

- A. Any illegal, noxious or offensive activity of any kind;
- B. Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion, or that is, in the opinion of the Association, unsightly (such as, but not necessarily limited to, vehicle repair);
- C. Any use which may cause or produce a nuisance as to any other portion of the Property;
- D. Any commercial or business use, including, without limitation, trailer park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junkyard, scrap metal yard or waste material collection, storage and distribution, dumping disposal, incineration or reduction of garbage or refuse, fire or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- E. The keeping of livestock, poultry, swine or other animals or fowl of any kind, including, without limitation, horses and pot-belly pigs; however, Owner may keep bonafide household pets if confined to a fenced area or properly restrained;
- F. Warehousing of goods or materials for commercial purposes;
- G. Exterior storage of any goods and materials;
- H. Storage of oil, gasoline, or other flammable liquids, except for those in connection with normal household use;
- I. Overnight parking or storage of campers, motor homes, boats or trailers, which are visible from the Common Areas or any Private Street or which are offensive to any party whose complaint is approved by the Association, in its sole discretion;
- J. Overnight parking or storage of trucks larger than one ton in size;
- K. Overnight parking of any vehicle on a street;
- L. Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or other structure designed for use in boring for oil or natural gas; and
- M. The keeping of automobiles or other vehicles which are not in roadworthy condition or which do not have a current inspection sticker or license plates.
- N. The burning of any trash, brush, trees or other waste material, unless prior approval is obtained from the Developer or, upon activation, the Homeowners' Association.

O. The installation, maintenance, or use of an outdoor clothesline.

### ARTICLE III

#### CONSTRUCTION AND ALTERATION

3.01 Construction Standards. The construction and alteration of any improvement shall meet the standards set forth in these Covenants and the Development Guidelines as set forth in Article IV herein. When a construction material is specified herein, another material may be used in lieu thereof provided that such material is determined by the ACC to be equivalent to, or better than, the specified material.

3.02 Structures. Unless otherwise approved by the ACC, the design of all building, parking and other structures shall be in keeping with the Development Guidelines and the standards set forth in these Covenants and consist of no less than seventy percent (70%) brick or acceptable stone veneer. The design character of structures shall be such that it is aesthetically pleasing and consistent on all sides, and it is consistent and harmonious with other structures on adjacent and surrounding Lots. Design characteristics shall exhibit uncluttered forms of a nature devoid of inappropriate ornamentations. Building material and color selection shall achieve visual order through the consistent use of a limited mix of dominant materials of a harmonious color range on any structure or groups of structures. These materials shall preferably be brick, stucco, wood shingles, glass or glazing, and semi-transparent stained vertical grooved wood or lapped wood siding. Pre-engineered, fabricated metal outbuildings are permitted upon approval by the ACC.

3.03 Signs. No signs shall be erected or maintained on any Lot except for a "For Sale" or "For Lease" sign, which shall not exceed five (5) square feet in size, or a sign owned by the Association or the Developer.

3.04 Initial and Subsequent Construction. Each Owner shall take care not to cause damage to any street, easement, utility, Landscaped Area, Common Areas or any portion of or Improvements on the Property during construction or alteration of any Improvements on any Lot.

3.05 Indemnity. In the course of construction or alteration of any Improvement on any Owner's Lot, such Owner shall repair any damage caused to any street, curb, sidewalk, easement, utility, the Landscaped Area, Common Areas, or any other portion of, or Improvements on, the Property. Each Owner shall be solely responsible for the compliance of its plans and specifications with all applicable laws, rules and regulations. Each Owner shall indemnify and hold harmless the Developer and the Association from any and all costs, losses, damages and attorneys' fees incurred by the Developer or the Association in connection with or arising out of the construction or alteration of any Improvements on such Owner's Lot including but not limited to possible soil erosion resulting in damages to downstream property owners.

3.06 Temporary Structures. No temporary building or structure other than sales offices, construction offices and structures for related purposes during the construction period shall be installed or maintained on any Lot. All temporary structures used for construction or sales purposes must receive approval by the Controlling Party with regard to location and appearance, and must be removed promptly upon completion of construction or when otherwise no longer needed and that portion of the Lot from which

DECLARATION OF COVENANTS

same are removed, must be restored to its original condition or such condition as is otherwise required by these Covenants.

3.07 Driveways. Driveways of design and in location approved by the ACC and being of concrete and no less than sixteen feet (16') in width shall be constructed as a part of the development of each Lot. Existing roadway curbs shall not be disturbed before, during or after construction of driveways.

3.08 Sprinkler System. The Owner of each Lot shall have installed a sprinkler system in the front and side areas prior to the initial occupancy of a residence located thereupon, and shall maintain said system in good working order.

3.09 Structured Wiring. The Structured wiring specifications detailed herein addresses telephone/voice wiring using Category 5 grade cable/components, video over RG-6 cable, and computer networks using Category 5 grade cable/components. The Structured wiring shall be in a "star" or "home-run" configuration to a central location. The specification does not address electrical, security, fire/smoke, or audio systems wiring and requirements.

A. Telephone Distribution. All telephone system cable, outlets, components, accessories and the installation thereof shall conform to the Electronics Industry Association (EIA) and Telecommunications Industry Association (TIA) standard for Residential Communication Cabling. (EIA/TIA-570) This standard establishes a home wiring system that uses:

- i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; in addition, four (4) drops for computer local area network (LAN); and
- ii. Star wiring to each room from a central location in the home.

B. Video Distribution and Entertainment. Video distribution for the structured wiring system includes incoming services delivered to the central location such as cable TV. The system includes the distribution of these services from the central location throughout the home to application specific outlets. The recommendations of the various equipment manufacturers and providers of these services shall be followed. However, as a minimum, the installers shall adhere strictly to the following installation and component specifications:

- i. All incoming video services to the central location and the distribution of these services throughout the home shall be connected to the central location by a separate home-run of coaxial cable; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and
- ii. Each incoming service shall be routed through the central location for distribution throughout the home.

As a minimum, the coaxial cable shall be 75 ohm, quad shield RG6 which meets current FCC and cable company performance requirements to 1 GHz bandwidth. Coaxial connectors shall be "F" style crimp-on connectors and shall meet the above requirements in this section.

C. Home-Run, Star Topology. In the Star Topology, one end of each cable terminates at the central location and the other end terminates at different locations. Home-run is the name given to an individual cable that runs between the central location and an application outlet. All home-run cables shall be labeled uniquely and clearly.



- D. **Pre-Wire.** A home run with terminators on each end.
- E. **Standards.** Builders are encouraged to exceed these minimums when appropriate.

#### ARTICLE IV

##### DEVELOPMENT GUIDELINES

- 4.01 **Further Subdivision.** No Owner shall subdivide any platted Lot unless approved in writing by the Controlling Party.
- 4.02 **Easements.** Perpetual easements in, on and under Lots of width and extent shown on the Plat shall be available for use by the Controlling Party and the Owners for purposes of installing and maintaining utility services, and such other purposes as are contemplated by the Plat. The easements will be governed pursuant to Article VII herein. No structure shall be constructed or permitted to remain on or over any easement as shown on the Plat, and no party shall be liable to the Owner of such Lot for damages to any structure by reason of its use of such easement as contemplated hereby.
- 4.03 **Frontage.** Residential structures shall face the street upon which the subject Lot fronts. As between the two streets to which a corner Lot fronts, such Lot shall be deemed to front the street with respect to which there is the shortest linear abutment. In the event a Lot should have two (2) alternative frontage arrangements pursuant to this Section 4.03, the Controlling Party shall designate the required frontage arrangement for that particular Lot.
- 4.04 **Set Back Areas.** Any and all building lines as shown on the Plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, six feet (6') from either side boundary line, or twenty feet (20') from the rear boundary line.
- 4.05 **Square Footage.** All residential dwellings shall contain not less than 1,500 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.
- 4.06 **Temporary Structure as a Residence.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used at any time as a residence, either temporarily or permanently, nor shall any structures, of a temporary character be permitted on any Lot.
- 4.07 **Garages.** All garages shall have either a front or side entry.
- 4.08 **Roofing.** Any building constructed on a Lot shall have high quality wooden, shake, tile, or other heavy duty composition shingles (ie: 20-year minimum), and the minimum roof pitch shall be 8/12.
- 4.09 **Tanks and Wells.** No septic tanks shall be installed or permitted to remain on or under any Lot. No individual water wells shall be drilled, dug, maintained or operated by any Owner.
- 4.10 **Antennas.** No television, radio or other similar antennas, mast, or receiving or sending apparatus shall be erected on any portion of any Lot whatsoever. No Lot or Improvement shall be used as a base for any type of radio, television, or similar

##### DECLARATION OF COVENANTS

broadcasting system. Satellite dishes are permitted but must be hidden from the view of adjoining street(s) and Lot(s).

**4.11 Utilities.** Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Except as to special street lighting or other aerial facilities which may be required by any utility company or which may be installed by the Controlling Party pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property, whether upon individual Lots, easements, streets or rights of ways of any type, either by the utility company or any other person or entity, including but not limited to any person owning or acquiring any part of the Property, and all utilities, service facilities (including but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground. Within the set back area for each Lot, an easement and right-of-way is reserved for the Association and/or the Developer to properly facilitate and carry out any reasonable maintenance.

**4.12 Rooftop Solar Facilities.** Solar heating and/or electricity systems may be attached to or placed on any roof of any Improvement constructed or placed on any Lot, so long as no portion of such system can be seen from a street.

**4.13 Fences.** Any fences, gates or similar structures located on a Lot must be built of wood or a material that is determined by the ACC to be equivalent to, or better than, wood such as wrought iron or brick. Fences, gates or other similar structures located on a Lot may not be constructed of chain link, barbed wire or other metal material. Prior to occupancy, the owners of Lots 1 through 14, Block 1 must install a conforming fence along the east property line of their lot and the owners of Lots 2 & 3, Block 3, must install a conforming fence along the north property line of their lot.

**4.14 Mailboxes.** All mailboxes must be constructed with the same brick or stone as used for the residence on that Lot (other than the mailbox door). Each mailbox will be located adjoining the street on which the Lot faces and will be in a location consistent with that of the other Lots.

**4.15 Edging and Retaining Walls.** All retaining walls utilized on any Lot or dividing any two (2) Lots must be of brick or stone material consistent in nature with that utilized on the adjoining house or other material approved by the ACC. All flowerbed edging must be of brick, stone, or landscape metal.

**4.16 Drainage.** It is intended that the Property be developed in an orderly manner such that the Owner of each Lot shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Property as a whole. Without limiting the remedies otherwise described herein, to the extent any Lot should be developed in a manner which disproportionately diverts surface water onto another Lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Property's surface water drainage, the Controlling Party shall be entitled to require the Owner of any such Lot to rectify such situation and, if not timely rectified, to itself effectuate such maintenance or repairs as may be necessary to more equitably resolve any drainage problems. Without limiting the foregoing, the Controlling Party shall be entitled to install drainage devices or other arrangements as the Controlling Party may, in its sole discretion, deem necessary. To the extent the Controlling Party deems the necessity for such maintenance to be the responsibility

of only certain of the Lots, then, the Controlling Party may effectuate a special Maintenance Assessment against only those Lots. To the extent the Controlling Party deems any such drainage maintenance to not be attributable to only certain Lots, but, rather, the Property as a whole, then, any such maintenance may be effectuated by way of general Maintenance Assessments described in Section 2.1 hereof.

**4.17 Lawn and Landscaping.** Prior to occupancy, each Owner must install a lawn of sod, hydromulch, sprigs or seed sufficient to cover the entire yard area of the Lot within a growing season. Also, prior to occupancy, each Owner must install adequate landscaping in the front yard area to be consistent with the neighborhood pattern, including shrubbery along the front of the house. Each Owner must obtain prior approval of such installation from the ACC and shall maintain said lawn and landscaping in a manner acceptable to the Association.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

**5.01 Architectural Control Committee.** The ACC shall be composed of three (3) individuals or business entities, one of which must be the president of the Association, selected and appointed by Controlling Party, each generally familiar with residential and community development design matters and knowledgeable about the Controlling Party's concern for a high level of taste and design standards within the Property. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate and appoint a successor. The ACC shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property. No member of the ACC shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

**5.02. Approval of Plans and Specifications.** No Improvements shall be erected, placed or altered on any Lot or any construction or on-site preparation work of any nature whatsoever begun until all plans and specifications, a plot plan and a general landscape plan have been submitted to and approved in writing by the ACC, or a majority of its members, as to:

A. quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;

B. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

C. the other standards set forth within these Covenants (and any amendments hereto).

The ACC is authorized and empowered to consider and review any and all aspects of the construction of any Improvements, which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

### DECLARATION OF COVENANTS

**5.03 Approval Procedure.** Final plans and specifications shall be submitted to the ACC for approval or disapproval. The ACC is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the ACC, one complete set of plans and specifications will be retained by the ACC and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with these Covenants, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants. Any modification or change to the disapproved set of plans and specifications must again be submitted to the ACC for its inspection and approval. The ACC's approval or disapproval, as required herein, shall be in writing. If the ACC fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission, then such plans shall be submitted to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans and specifications within fifteen (15) days, then the approval of the ACC and Association shall be presumed.

#### ARTICLE VI

##### COMPLIANCE WITH THESE PROTECTIVE COVENANTS

**6.01 Duty.** The Owner of a Lot shall keep and maintain that Lot and the Improvements located thereon in a safe, clean and attractive condition and otherwise in compliance with these Covenants; provided, however, it shall be the exclusive responsibility of the Association, as described in Section 9.1, to keep and maintain the Common Areas, specifically including, but not limited to, the Landscaped Area.

**6.02 Failure to Comply.** If, in the opinion of the Developer or the Association, any Owner is failing in the duty set forth in these Covenants, then either the Developer or the Association may give such Owner notice of such fact and such Owner shall, within ten (10) days of such notice, undertake the work required to restore said Owner's Lot to a safe, clean and attractive condition, and otherwise bring said Lot into compliance with these Covenants (including, but not limited to, the installation and maintenance of landscaping). Should any such Owner fail to fulfill this duty and responsibility after such notice, then the Developer or the Association shall have the right and power (but not the obligation) to enter upon such Lot (without liability for trespass or other cause of action) and perform such work and bring such Lot into compliance with these Covenants, and the Owner of the Lot on which such work is performed by Developer or the Association, shall be liable for the cost of any such work and shall on demand pay the party or parties who performed such work such amount, together with interest thereon at the maximum rate allowed by applicable law (or, if there is no maximum rate, at eighteen percent (18%) per annum) from the date incurred by such party or parties until paid. If such Owner shall fail to so pay the Developer or the Association, as the case may be, within thirty (30) days after demand therefor, then said cost and interest thereon shall be a debt of such Owner, payable to the Developer, or the Association, as the case may be, and shall be secured by a lien against such Owner's Lot, in accordance with the provisions of Section 9.6.

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## ARTICLE VII

EASEMENTS

7.01 Adoption. The Plat dedicates for use, subject to the limitations set forth therein, certain easements shown and provided for thereon, and the Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Lots. Additionally, the Controlling Party may hereafter grant, create and dedicate, by recorded instruments, certain other easements and related rights affecting the Setback Areas of certain of the Lots. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements and related rights heretofore or hereafter made by the Controlling Party affecting the Property are incorporated herein by reference and made a part of these Covenants for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Controlling Party conveying or leasing any part of the Property.

7.02 Title to Easement Estates and Appurtenances Not Conveyed. Title to any Lot conveyed by Developer shall not be held or construed, in any event, to include the title to any easement estates or any Improvements within such easement estates constructed by Developer, or its agents, through, along or upon any portion of the Property, and the right to maintain, repair, sell, or lease such Improvements to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

7.03 Association Easement. An easement is hereby granted to the Developer and the Association, their respective officers, agents, employees, and management personnel to enter upon any Lot to render any service or perform any of their respective functions. In addition, an easement is hereby granted to all police, sheriff, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their duties.

7.04 Restriction. Owner shall not grant any easement on, over, under or across any Lot without the prior written approval of the Controlling Party.

7.05 Surface Areas. The surface of easement areas for underground utility services may be used for planting and maintenance of shrubbery, trees, lawns, or flowers and for driveways providing ingress and egress across such areas subject to the requirements of the grantee(s) of such easement(s) and applicable governmental regulations. However, neither the Controlling Party nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

## ARTICLE VIII

THE ASSOCIATION

8.01 Non-Profit. The Association will be formed and organized by the Developer prior to December 31, 1998, and once

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formed shall be operated, as a non-profit corporation under the laws of the State of Texas.

**8.02 Purposes.** The purposes of the Association shall be as set forth in its Articles of Incorporation and include the collection and use of the Assessments as described in Article IX.

**8.03 Board of Directors.** The Association shall act through a three (3) to five (5) member Board of Directors, which shall manage the affairs of the Association. The initial Directors shall be selected by the Developer. Each initial Director shall serve on the Board of Directors until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to Owners and until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members (as defined in Section 8.4) shall elect a Board of Directors as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by an election of the remaining Board Members pursuant to the Bylaws. The person elected to fill any such vacancy shall serve for the remainder of his predecessor's term and until his successor is duly elected and qualified.

**8.04 Membership.** The Association shall have one class of Members. Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association (hereafter referred to as "Member" individually or "Members" collectively) and shall remain a Member thereof until its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the Owner's legal ownership in any Lot and may not be separated from such interest. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer or membership in the Association, and no certificate of membership will be issued. The Developer shall also be a Member of the Association so long as Developer is the holder of legal title to a Lot.

## ARTICLE IX

### COVENANTS FOR ASSESSMENTS

**9.01 Maintenance Assessments.** Maintenance Assessments (so called herein) shall be levied by the Board of Directors against the Members and may be used by the Association for the purposes of promoting the health, safety and welfare of the Owners, residents and tenants of the Property as the Association in its discretion may deem appropriate, including, but not limited to, the following:

- A. Maintaining, illuminating and repairing the Common Areas and any and all improvements constructed by the Controlling Party and located thereon;
- B. Planting, landscaping, sprinklering, mowing, tree surgery and general upkeep of the Landscaped Area;
- C. Provision of safety and security measures;
- D. Construction, maintenance, and repair of lighting along any roadway or street used for traffic, entrance area, and/or park;
- E. Capital items necessary to accomplish the foregoing purposes, as determined by the Association, in its sole discretion;

### DECLARATION OF COVENANTS

F. Reimbursement for reasonable out-of-pocket expenses incurred by Developer or the Association in connection with or arising out of these Covenants; and

G. Non-capital items or expenses as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these provisions and for the general benefit of the Members, including, but not limited to, general liability insurance on the Common Areas.

Irrespective of anything contained herein to the contrary, in no event shall the Developer or the Association be responsible for the cost of initial planting and landscaping of Lots owned by an Owner.

9.02 Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Maintenance Assessments. "Owner", as used in this Section with respect to payment of assessments, excludes the Developer and Association.

9.03 Basis of Maintenance Assessments. For the current fiscal year and each subsequent year, the annual Maintenance Assessment shall be established at \$100.00 per Lot. Each year or otherwise from time-to-time, the annual Maintenance Assessment may be increased as the Association deems appropriate. Furthermore, the Board of Directors may determine and certify that the then current annual Maintenance Assessment is not sufficient to meet the expenses of the Association and, at a meeting called for such purpose by majority vote of all Directors present, in person or by proxy, may vote to increase the annual Maintenance Assessment up to an amount which is consistent with other first-class residential developments then in existence in Smith County, Texas or like communities. It is expressly understood that although the Property will be developed in phases, the Maintenance Assessment shall be established on a per Lot basis.

9.04 Payment of Assessments -- Due Dates. After one (1) year from the time a Lot is sold by the Developer, a subsequent sale of a Lot, or occupancy of a residence constructed on a Lot, whichever occurs first, the Maintenance Assessments shall be due and payable in advance on a monthly, quarterly or annual basis as the Association may require. The Association is further empowered to change the timing of such required payments in its discretion.

9.05 Effect of Non-Payment of Assessments -- The Personal Obligation of the Owner; The Lien; Remedies of Association. If any Assessments are not paid on the date when due and payable as specified herein, then such Assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, becoming a continuing lien on the Lot as well as the personal obligation of the then Owner. If such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use or abandonment of its Lot.

9.06 Lien to Secure Assessments -- Subordination of Lien to Mortgages. The Assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the

DECLARATION OF COVENANTS

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same shall be subordinate and inferior to (A) all liens for taxes levied by County and State governments or any political subdivision or special district thereof, and (B) all liens or deeds of trust in favor of any lender and granted by Developer, and all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price of any Lot and/or cost of improvements placed thereon, to the extent such liens described in this item (B) should be filed for record prior to the date when such Assessments become due and payable. No foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

9.07 Association's Power to Borrow Money. The Association shall have the right, but not the obligation, to borrow money on terms acceptable to the Association, in its sole discretion, for the purpose of paying expenses incurred by the Association pursuant to Section 9.1. Any such debt shall be repaid with monies collected from the Maintenance Assessments described in Section 9.1.

9.08 Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as of the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All Members shall have the right during regular business hours to inspect the books and records of the Association at the office of the Association.

9.09 Limited Liability. It is understood that the judgment of the Association, its successors, legal representatives and assigns, in the allocation and expenditure of the Assessments shall be final so long as such judgment is exercised in good faith. None of the Developer, Association, the Board of Directors, or any Director, shall have any liability to any person or entity under any theory or circumstance for any error or judgment, action or inaction of the Developer, Association, the Board of Directors, or any Director. The enumeration of the services for which the assessments may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

9.10 Developer Exempted. Notwithstanding anything herein to the contrary, the Developer and Association are specifically exempted from the payment of any assessments authorized in these Covenants.

ARTICLE X

RESERVATION OF RIGHT TO RESUBDIVIDE, FURTHER RESTRICT AND ADDED ADDITIONAL PROPERTY

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Developer hereby reserves the right, so long as the Developer is the Controlling Party, to subdivide or resubdivide, as the case may be, plat or replat, as the case may be, and/or execute further covenants, restrictions, charges, easements and liens on all or any portion of the Property. It is acknowledged and understood that the Property may be developed in phases. Developer is specifically authorized and reserves the right to plat or replat and to undertake the development, if any, which occurs with respect to the phases of the

DECLARATION OF COVENANTS



Property and specifically with respect to the initiation of the work as to any subsequent phase. It is expressly understood and agreed that the term Property, as utilized herein, includes all phases of the proposed development.

Developer hereby further reserves the right, so long as the Developer is the Controlling Party, to annex additional adjacent property in order to develop such property and to do all things and execute all documents in order to obtain title to such adjacent property and ready same for development. Any such annexation shall have the effect of imposing these Covenants against such adjacent property.

## ARTICLE XI COVENANT TO DEVELOP

By acceptance of a deed for a Lot, each owner covenants and agrees to complete the construction on and/or development of such Lot as a single family residence, in accordance with these Covenants and all applicable governmental ordinances and requirements, within two (2) years from the date of such deed ("Construction Period"). The Developer reserves the right, title and privilege to repurchase the Lot at eighty percent (80%) of the original purchase price, if construction of the Improvements have not been initiated one (1) year after the conveyance of the Lot to Owner. Such repurchase option shall be exercised by the Developer giving thirty (30) days prior written notice to Owner, at Owner's address as specified herein, of the Developer's election to repurchase the Lot. Such election notice shall specify the time, date and place of repurchase of the Lot and shall have attached thereto the form of deed to be used to convey the Lot to Developer. Such deed shall be substantially similar in form as the deed to Owner, containing the same warranties of title and shall be subject to any and all exceptions of record. The original purchase price for the Lot shall be the same price paid by Owner to the Developer for the purchase of the Lot.

## ARTICLE XII

### MISCELLANEOUS

12.01 Enforcement. These Covenants shall run with and bind the Property, and (except where expressly provided otherwise) shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to these Covenants. The Association, the Developer, or any Owner shall have the right to enforce, by proceedings at law or in equity, (A) all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in these Covenants, and (B) unless specifically provided to the contrary therein, all restrictions, covenants, conditions, reservations, liens, charges, assessments and other provisions set out in any deed, ground lease or other instrument executed by Developer further restricting, as herein authorized, the use or development of the Property or any portion thereof; provided, however, that the failure of the Association, the Developer, or any Owner to take any action upon a breach of these Covenants shall not render such party liable in any manner for such failure. Failure of the Association, the Developer, or any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of the right to take enforcement action upon any subsequent breach or default.

12.02 Termination of Covenants. These Covenants shall be effective upon the date of recordation hereof, and as amended from

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time to time, shall continue in full force and effect to and including December 31, 2020. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless the Owners of eighty percent (80%) of the Lots within the Property, by written declaration signed, acknowledged and filed for record, elect to terminate these Covenants. Notwithstanding the foregoing, the Developer may, so long as the Developer is the Controlling Party, alter, amend, terminate or extend these Covenants. Thereafter, the Owners may alter, amend, terminate or extend these Covenants, and this right shall exist as long as the then Owners of eighty percent (80%) of the Lots within the Property desire; provided, however, that no amendment of the Permitted Uses in Section 2.1 shall have a retroactive application to any Improvements theretofore constructed or for which construction has commenced.

12.03 Assignability of Developer's Rights. Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association. Upon any such written assignment or delegation, Developer shall be relieved of the rights and obligations so assigned or delegated. In the event that Developer no longer owns nor has ground leased any portion of the Property, all rights and obligations of Developer hereunder shall automatically be transferred to and assumed by the Association, and Developer shall automatically be relieved of same, without need of any written assignment or delegation.

12.04 Protection of Name. No Owner, or any tenant or mortgagee of any Owner shall use the phrase "Oasis South" or any phrase or phrases similar thereto in connection with any Lot or any business operated in connection with any Lot, without the prior written consent of Developer except that Owner may use such phrase to identify the location of such Lot and Owner's contemplated development thereof. This restriction is for the benefit of and may be enforced only by Developer. Nothing contained herein shall be construed to restrict Developer's use of the words described herein and further, Developer specifically reserves the right to use such phrase.

12.05 Utility District. Notwithstanding anything herein to the contrary, any land within the Property conveyed by the Developer to a municipal utility district or other public authority to provide utility service to the Property shall not be subject to these Covenants (including, without limitation, the provisions hereof pertaining to the assessments so long as such land is owned by such utility district or other public authority for the provisions of utilities to the Property).

12.06 Corrections. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Covenants by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical errors or any ambiguity or inconsistency appearing herein.

12.07 Interpretation. If these Covenants or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of contradicting interpretations, the interpretation which is most nearly in accordance with the general purposes and objectives of these Covenants shall govern.

12.08 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Covenants is omitted herefrom, such omission is unintentional and

the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

**12.09 Notices.** All notices or other communications required or permitted to be given pursuant hereto shall be in writing and shall be considered as properly given if (A) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (B) by delivering same in person to the intended addressee, (C) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (D) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the address of any Owner shall be the last known address of such Owner as shown on the records of the Controlling Party at the time of such mailing and the addresses of Developer, the Association and the ACC shall be shown in Article I hereof; provided, however, that (A) any Owner shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Controlling Party in the manner set forth herein; and (B) any of the Developer, the Association and the ACC shall have the right to change their respective addresses for notice hereunder to any other location within Smith County, Texas by the giving of thirty (30) days' notice to the Owners in the manner set forth herein.

**12.10 Rules of Construction.** The singular, wherever used herein, shall be construed to include the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, males or females, shall in all cases be assumed as though in each case fully expressed. The word "or" is not exclusive. The words "herein", "hereinafter", "hereafter", "hereunder" and "hereof" refer to these Covenants as a whole and not merely to the sections in which such words appear, unless the context otherwise requires.

**12.11 Severability.** The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

**12.12 Headings.** All headings contained herein are for convenience only, and shall not be deemed to modify any substantive provision hereof.

**12.13 Writing Required.** In the event the approval or consent of the Developer, Association, Controlling Party or Board of Directors is required under these Covenants, such approval or consents must be obtained in writing to be effective unless expressly provided to the contrary herein.

Executed this 25th day of June, 1998.

DAR DEVELOPMENT CORP.

By: [Signature]  
Name: ANWAR KHALIFA  
Title: President

STATE OF TEXAS )  
COUNTY OF SMITH )

This instrument was acknowledged before me on the 26<sup>th</sup> day of June, 1998, by ANWAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas Corporation, on behalf of said Corporation.



[Signature: Vicki Glover]  
NOTARY PUBLIC, STATE OF TEXAS

Filed for Record in  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Jun 25 1998  
At 9:27am

Deputy - Janette Steveson

After recording, return to:

DAR Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the date and time stamped herein by me and  
was duly recorded in the Official Public records  
of Smith County Texas



JUN 26 1998

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By: [Signature] Deputy

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
OASIS SOUTH SUBDIVISION UNIT 1

2

98-R0048979

This Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, is made as of the 7<sup>TH</sup> day of DECEMBER, 1998, by the undersigned, herein called "Declarant".

WITNESSETH:

WHEREAS, on June 25, 1998, Dar Development Corp., a Texas corporation, executed a Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1 (the "Declaration"), filed in Volume 4377, Page 108, Official Public Records of Smith County, Texas; and

WHEREAS, the undersigned, being the Declarant in the above referenced Declaration, desires to amend the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows, and as it applies to the lots in said subdivision presently owned by Declarant:

1. Paragraph 3.09A.i. of the hereinabove Declaration relating to "Structured Wiring" is hereby amended to read:
  - i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and
2. Paragraph 4.05 of the hereinabove Declaration relating to Square Footage is hereby amended to read:

4.05 Square Footage. All residential dwellings shall contain not less than 1,400 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.

Except as expressly modified hereby, the Declaration shall remain in full force and effect as originally written and amended.

DAR DEVELOPMENT CORP.

By: *A Khalifa*  
Name: ANWAR KHALIFA  
Title: President

Filed for Record in:  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

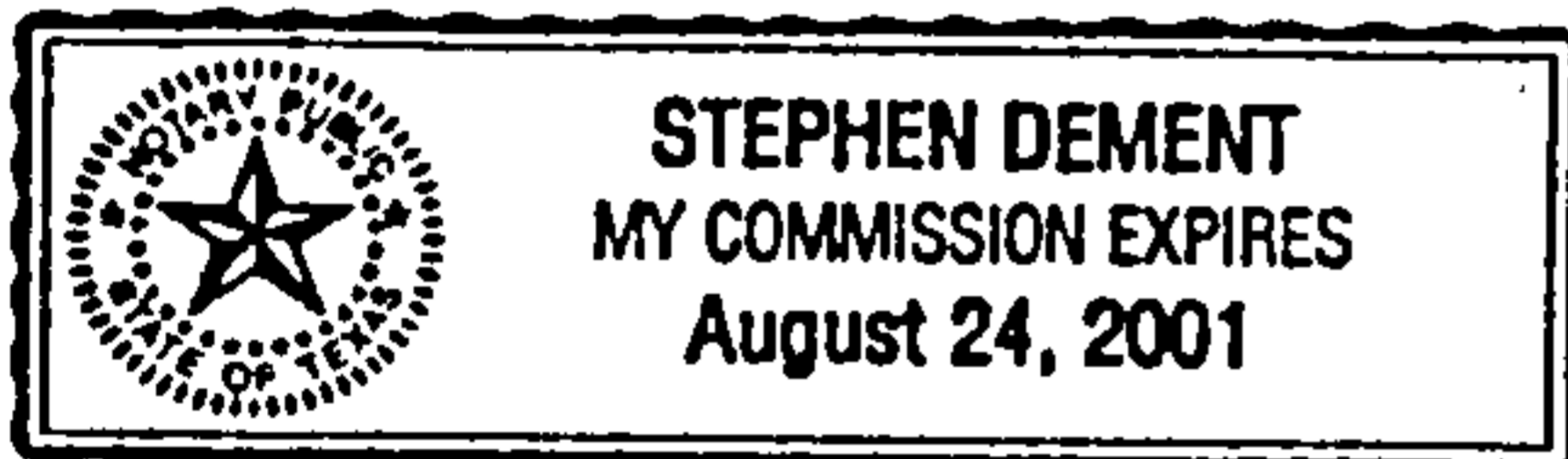
On Dec 08 1998  
At 3:47pm

Deputy - Jennette Steveson

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on the 7<sup>TH</sup> day of DECEMBER, 1998, by ANWAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas corporation, on behalf of said corporation.



*Stephen Dement*  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the date and time stamped hereon by me and  
was duly recorded in the Official Public records  
of Smith County, Texas.



DEC 8 1998

After recording, return to:

Dar Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By *Jennette Steveson* Deputy

DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 2

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That DAR DEVELOPMENT CORPORATION, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

DAR DEVELOPMENT CORPORATION hereby ratifies, extends and imposes upon Oasis South Subdivision Unit 2, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 2, as well, as if set out herein verbatim.

"Property" as that term applies to this Declaration shall mean that certain tract of land located in Smith County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, for all purposes, and as described on that certain plat recorded in Cabinet D, Slide 112-B, Plat Records of Smith County, Texas.

Executed this 12th day of June, 2001.

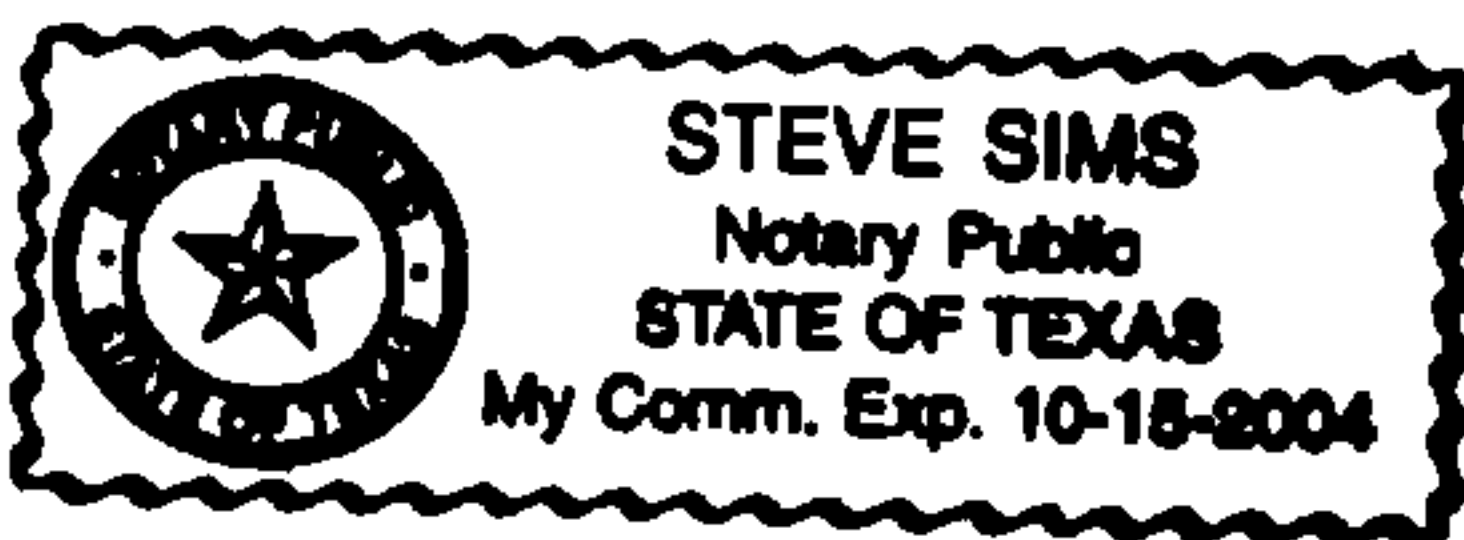
DAR DEVELOPMENT CORPORATION

By: [Signature]  
ANWAR KHALIFA, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 12th day of June, 2001, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
Notary's Printed Name: STEVE SIMS  
My commission expires: 10-15-2004

EXHIBIT "A"

BEING a part of the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, and being a part of a called 53.406 acre tract conveyed by Ahmed Khalifa and wife Aida Geumei to Anwar Khalifa by deed dated October 24, 1997 and recorded in Vol. 4074, pg. 331, Official Public Records and being more particularly described as follows:

BEGINNING at the Northwest Corner of a called 9.029 Acre Tract conveyed to Dar Development Corporation by deed dated October 24, 1997 and recorded in Vol. 4074, pg. 323, from which a 1/2" iron rod found for witness bears South 89 16'00" East, a distance of 41.85 feet;

THENCE South 00 degrees 21'25" West a distance of 283.92 feet to a 1/2" iron rod set for corner;

THENCE South 83 degrees 16'49" West a distance of 124.09 feet to a 1/2" iron rod set for corner;

THENCE South 0 degrees 0'01" West a distance of 2.62 feet to a 1/2" iron rod set for corner;

THENCE South 89 degrees 31'20" West a distance of 213.87 feet to a 1/2" iron rod set for corner;

THENCE North 80 degrees 10'33" West a distance of 78.28 feet to a 1/2" iron rod set for corner;

THENCE South 89 degrees 31'20" West a distance of 876.70 feet to a 1/2" iron rod set for corner;

THENCE South 70 degrees 51'31" West a distance of 75.51 feet to a 1/2" iron rod set for corner;

THENCE North 11 degrees 56'03" West a distance of 77.00 feet to a 1/2" iron rod set for corner;

THENCE South 78 degrees 03'57 West a distance of 178.00 feet to a 1/2" iron rod set for corner;

THENCE North 11 degrees 56'03" West a distance of 8.06 feet to a 1/2" iron rod set for corner;

THENCE South 78 degrees 03'57" West a distance of 120.00 feet to a 1/2" iron rod set for corner;

THENCE North 12 degrees 00'27" West a distance of 329.25 feet to a 3/8" iron rod found for corner;

THENCE South 89 degrees 16'00" East a distance of 1741.39 feet to the place of beginning and containing 11.850 Acres of Land.

Bearing Basis: North line Oasis South Unit 1, Cabinet D., Slide 8-D

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Jun 12 2001  
At 1:58pm  
Receipt #: 200722  
Recording: 11.00  
Doc/Num : 2001-00028310  
Doc/Type : REC  
Deputy - LIBBY KENNEDY

After recording, return to:  
Steven R. Sims  
400 First Place  
Tyler, TX 75702

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was  
filed on the date and time stamped hereon  
by me and was duly recorded in the Official  
Public records of Smith County, Texas



JUN 12 2001

Judy Carnes  
JUDY CARNES  
COUNTY CLERK, Smith County, Texas



MANAGEMENT CERTIFICATE  
OASIS SOUTH HOMEOWNERS ASSOCIATION

STATE OF TEXAS

COUNTY OF SMITH

Pursuant to section 209.004 of the Texas Property Code, OASIS SOUTH HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (the "Association"), records this Management Certificate, executed May 17, 2012.

Subdivision: OASIS SOUTH

Property Owners' Association: OASIS SOUTH HOMEOWNERS ASSOCIATION

Management: Self-managed by the Association's Board of Directors

Plats: See Exhibit "A" attached to this Management Certificate

Declarations/Restrictive Covenants: See Exhibit "B" attached to this **Management Certificate**

Other Dedicatory Instruments: See Exhibit "C" attached to this **Management Certificate**  
(Payment Plan Policy, Records **Production Policy**, Records Retention Policy, & Violations & Fine Policy)

Association Mailing Address: P.O. Box 64  
Flint, TX 75762

E-mail Address: oasis.south98@gmail.com

OASIS SOUTH HOMEOWNERS ASSOCIATION  
a Texas non-profit corporation

By: 

Hal Walker, President

[ACKNOWLEDGMENT AND EXHIBITS FOLLOW]

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared Oasis South, known to me to be the person whose name is subscribed above, and acknowledged to me that she executed this instrument for the purpose therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20 day of July, 2012.

Mary Anne

Notary public for the State of Texas

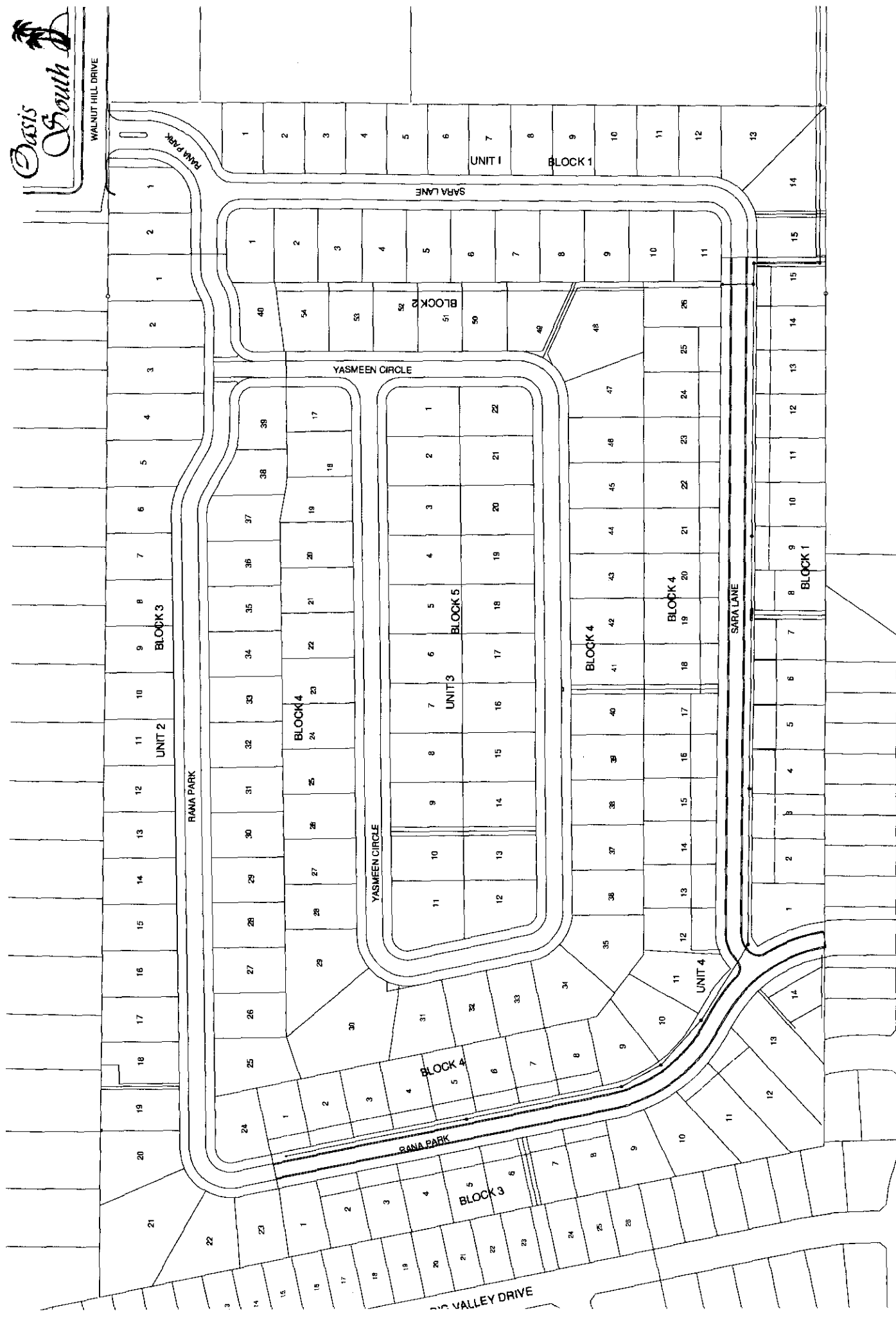
November 15, 2015

My Commission Expires



AFTER RECORDING, RETURN TO: Kent, Good, Anderson, & Bush, P.C.  
Attn: Billy D. Anderson  
Woodgate I, Suite 200  
1121 E.E.E. Loop 323  
Tyler, TX 75701

EXHIBIT A - PLAT



OASIS SOUTH HOMEOWNERS ASSOCIATION  
RECORDS RETENTION POLICY

This Records Retention Policy was approved by the Board of Directors for Oasis South Homeowners Association, Inc. (the "Association") on the 17<sup>th</sup> of May, 2012.

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations, Restrictive Covenants and all amendments to those documents	Permanent
Association tax returns and tax credits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Five (5) years
Contracts with a term of more than one year	Four (4) years after contract expires
Minutes of member meetings and Board meetings	Seven (7) years

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

CERTIFICATION

"I, the undersigned, being the President of the Oasis South Homeowners Association, Inc., herby certify that the foregoing Resolution was adopted by at least a majority of the Oasis South Homeowners Association Board of Directors."

By: \_\_\_\_\_

Hal Walker, President

SUBSCRIBED AND SWORN to before me, the undersigned authority, by the above-mentioned Affiant on this the \_\_\_\_ day of July, 2012, to certify which witness my hand and seal of office.



\_\_\_\_\_  
Beth A Jones  
Notary Public, State of Texas

AFTER RECORDING RETURN TO: Kent, Good, Anderson, & Bush, P.C.  
Attn: Billy D. Anderson  
Woodgate I, Suite 200  
1121 E.E.E. Loop 323  
Tyler, TX 75701

4

**DECLARATION OF PROTECTIVE COVENANTS**

**OASIS SOUTH SUBDIVISION UNIT 4**

THE STATE OF TEXAS       §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH         §

That **DAR DEVELOPMENT CORPORATION**, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

**DAR DEVELOPMENT CORPORATION** hereby ratifies, extends and imposes upon **Oasis South Subdivision Unit 4**, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 4, as well, as if set out herein verbatim, save and except, the following modified provision:

**AS TO UNIT 4**, Article IV, Development Guidelines, paragraph 4.04 should read as follows:

*4.04 Set Back Areas. Any and all building lines as shown on the plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, five feet (5') from either side boundary line, ten feet (10') from the rear boundary line, or ten feet (10') from side boundary line with a side street.*

"Property" as that term applies to this Declaration shall mean that certain tract of land, being 15.28 acres, more or less, located in the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, as more particularly described as the Final Plat of OASIS SOUTH SUBDIVISION UNIT 4, according to the plat of record in Cabinet E, Slide 154-D, of the Plat Records of Smith County, Texas, incorporated herein by reference, for all purposes.

Executed effective the 1<sup>st</sup> day of June, 2010.

DAR DEVELOPMENT CORPORATION

By:   
ANWAR KHALIFA, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 27th day of January, 2011, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.



Steve Sims  
Notary Public, State of Texas  
Notary's Printed Name: STEVE SIMS  
My commission expires: 10-20-2012

EXHIBIT "A". LEGAL DESCRIPTION

BEING a part of the Ventura Tejada Survey, A - 21, Smith County, Texas, and being the remainder of a called 53.406 acre tract described in a deed recorded in Vol. 4074, pg. 333, Official Public Records, Smith County, Texas, and also being all of Lot 16, Block 1, Oasis South Subdivision, Unit 1, as recorded in Cabinet D, Slide 8-D, Plat Records, Smith County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the Southeast corner of called Lot 48 of Oasis South Subdivision Unit 3 recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas and being in the West line of Oasis South Subdivision Unit 1 recorded in Cab. D, Sl. 8-D, Plat Records, Smith County, Texas:

THENCE S 00°25'50" W, with the West line of said Oasis South Subdivision Unit 1, a distance of 130.00 feet to a 1/2" iron rod found for an angle corner in the East line of tract described herein and being the Southwest corner of called Lot 11, Block 2 of said Oasis South Subdivision Unit 1;

THENCE S 89°16'00" E, with the West line of said Oasis South Subdivision Unit 1, a distance of 42.41 feet to a 1/2" iron rod found for an angle corner in the East line of tract described herein and being in the West line of said Oasis South Subdivision Unit 1;

THENCE S 00°44'00" W, with the West line of said Oasis South Subdivision Unit 1, a distance of 60.00 feet to a 1/2" iron rod found for the Northwest corner of said Lot 16 of said Oasis South Subdivision Unit 1, and being in the South Right of Way Line of Sara Lane, a 60 feet wide Right of Way;

THENCE S 89°16'00" E, with the North Line of said Lot 16, Blk. 1, a distance of 52.50 feet to a 1/2" iron rod set for the P.C. of a curve to the left having a radius of 85.00 feet, a delta angle of 14°14'20", a chord bearing of N 82°04'40" E, and a chord distance of 21.07 feet;

THENCE with said curve to the left an arc length of 21.12 feet to a 1/2" iron rod set for the Northeast corner of said Lot 16, Block 1, the same being the Northwest corner of Lot 15, Block 1 of said Oasis South Subdivision Unit 1;

THENCE S 00°27'43" W, with said line between said Lot 16, Block 1 and said Lot 15, Block 1, a distance of 117.57 feet to the Southeast corner of said Lot 16, Block 1, the same being the Southwest corner of said Lot 15, Block 1, and being in the North line of a tract of land described in a deed to Kenny Varnell recorded in Vol. 5580, pg. 6, Official Public Records, Smith County, Texas;

[ CONTINUED ON PAGE 2 ]

Project: Oasis South Subdivision Unit 4  
Project Engineer: Ballard and Braughton Engineering  
Exhibit Prepared by: Turley Land Surveying Co.  
Date: 06-29-2010  
W.O: 10-0203

  
WESLEY TURLEY, R.P.L.S. 2114  
P.O. BOX 23 WHITEHOUSE, TEXA 75791

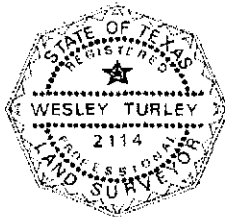


EXHIBIT "A", LEGAL DESCRIPTION

[CONTINUED FROM PAGE 1]

THENCE N 89°37'34" W, with the North line of said Varnell tract and the North line of a called 19.43 acre tract described in a deed to M & M Joint Venture recorded in Vol. 7064, pg. 311, Official Public Records, Smith County, Texas, a distance of 1586.92 feet to a 4" concrete monument found for the Southwest corner of tract described herein and being the Northwest corner of said M & M Joint Venture tract and being in the East line of the remainder of a tract of land described in a deed to M & M Joint Venture recorded in Vol. 6172, pg. 159, Official Public Records, Smith County, Texas;

THENCE N 11°52'58" W, with the East line of said tract recorded in Vol. 6172, pg. 159, a distance of 319.09 feet to a ½" iron rod set for the southeast corner of Lot 26 of The Ranch Subdivision Phase Two as recorded in Cabinet E, Slide 9-A, Plat Records, Smith County, Texas;

THENCE N 11°58'32" W, with the East line of said Ranch Subdivision Phase Two, and with the East line of The Ranch Subdivision Phase One recorded in Cab. D, Sl. 177-C, Plat Records, Smith County, Texas, a distance of 606.33 feet to a ½" iron rod set for the Southwest corner of called Lot 26A of the Revised Plat of Lot 24, Lot 25, and Lot 26, Block J Oasis South Subdivision Unit 2 recorded in Cab. D, Sl. 248-C, Plat Records, Smith County, Texas, and being in the East line of said The Ranch Subdivision;

THENCE N 81°54'13" E, with the South line of said Lot 26A, a distance of 119.04 feet to a ½" iron rod found for an angle corner in the North line of tract described herein and being the Southeast corner of said Lot 26A and being in the West Right of Way line of Rana Park;

THENCE N 78°08'56" E, with the South line of Oasis South Subdivision Unit 2 recorded in Cab. D, Sl. 112-B, Plat Records, Smith County, Texas, a distance of 59.98 feet to the Southwest corner of Lot 16, Block 4, Oasis South Subdivision Unit 2;

THENCE N 78°00'56" E, with the South line of Oasis South Subdivision Unit 2, a distance of 118.00 feet to a ½" iron rod found for the North most corner of tract described herein and being the Southeast corner of said Lot 16, Block 4 of said Oasis South Subdivision Unit 2 and being in the West line of called Lot 15 of said Oasis South Subdivision Unit 2;

[ CONTINUED ON PAGE 3]

Project: Oasis South Subdivision Unit 4  
Project Engineer: Ballard and Braughton Engineering  
Exhibit Prepared by: Turley Land Surveying Co.  
Date: 06-29-2010  
W.O: 10-0203

  
WESLEY TURLEY, R.P.L.S. 2114  
P.O. BOX 23 WHITEHOUSE, TEXAS 75791

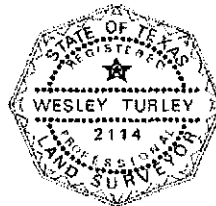




EXHIBIT "A", LEGAL DESCRIPTION

[CONTINUED FROM PAGE 2]

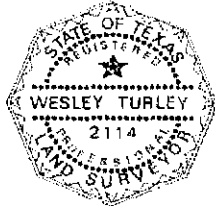
THENCE S 11°56'04" E, with the West line of said Lot 15 of Oasis South Subdivision Unit 2 and with the West line of Oasis South Subdivision Unit 3 recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas and with the West line of called Lot 34A of Oasis South Subdivision, Unit 3A recorded in Cab. E, Sl. 77-D, Plat Records, Smith County, Texas, a distance of 606.13 feet to a 1/2" iron rod found for an angle corner in the North line of tract described herein and being an angle corner in the West line of called Lot 34 A of said Oasis South Subdivision, Unit 3A:

THENCE S 53°00'51" E, with the West line of said Lot 34 A and with the West line of called Lot 35 A of said Oasis South Subdivision Unit 3A, a distance of 108.12 feet to a 1/2" iron rod found for an angle corner in the North line of tract described herein and being the Southwest corner of said Lot 35A:

THENCE S 89°44'04" E (being the bearing basis for the tract herein described, as recorded on the Plat of Oasis South Unit 3, recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas), with the South line of said Lot 35A and with the South line of Block 4 of said Oasis South Subdivision Unit 3, a distance of 1161.64 feet to the Place of Beginning and containing 15.28 acres of land.

Project: Oasis South Subdivision Unit 4  
Project Engineer: Ballard and Broughton Engineering  
Exhibit Prepared by: Turley Land Surveying Co.  
Date: 06-29-2010  
W.O: 10-0203

  
WESLEY TURLEY, R.P.L.S. 2114  
P.O. BOX 23 WHITEHOUSE, TEXAS 75791



OASIS SOUTH HOMEOWNERS ASSOCIATION, INC.  
PAYMENT PLAN POLICY

This payment plan policy (the "Policy") was approved by the Board of Directors for Oasis South Homeowners Association, inc. (the "Association") on the 17<sup>th</sup> day of May, 2012.

1. Property owners are entitled to pay their fees and assessments according to the terms of this approved payment plan policy as long as an owner has not failed to honor the terms of a previous payment plan during the past two (2) years.
2. All payment plans require a down payment and monthly payments.
3. The Association cannot charge late fees during the course of a payment plan, but will charge a \$25.00 fee for the costs of administering the payment plan.
4. Upon written request delivered to the Association, any property owner will be automatically approved for a payment plan consisting of a payment of 25% down of the entire amount owing, with the balance paid off in three (3) monthly installments to be paid in the months immediately following the initial down payment. The payment plan will be effective upon the initial down payment of 25% of the balance owing.
5. If an owner defaults on any payment plan by failing to make a required payment, by paying less than the agreed upon amount, or otherwise, the payment plan is automatically terminated. Following default under an approved payment plan, the Association will not be obligated to make another payment plan with the owner for the next two (2) years and the full amount owing shall immediately become due.
6. Alternative payment plan proposals must be submitted to the Association in writing and approved by the Association. The Association is not obligated to approve alternate payment plan proposals. No payment plan may be shorter than two (2) months or longer than six (6) months.
7. If any owner's, who has not set up a payment plan, assessments are not paid in full and postmarked by January 31<sup>st</sup> of each fiscal year, the owner will be charged a \$25.00 late fee that will continue incurring every quarter (April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) until a total incurring late fee of \$100.00 is charged. If total fees and assessments are not paid or a payment plan is not established between owner and the association by December 31<sup>st</sup> of the same fiscal year, the association may proceed with filing a lien on the owner's property, in which the owner will be charged any additional costs and legal fees the association incurred in taking such action.

This Policy supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declaration of Covenants, Assessments, Charges, Servitudes, Liens, Restrictions, and Easements of Oasis South Subdivision, any amendments thereto, or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

"I, the undersigned, being the President of Oasis South Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Oasis South Homeowners Association Board of Directors."

By: Hal Walker  
Hal Walker, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 20 day of July, 2012, to certify which witness my hand and seal of office.



Mary Anne Owens  
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO: Kent, Good, Anderson, & Bush, P.C.  
Attn: Billy D. Anderson  
Woodgate I, Suite 200  
1121 E.E.E. Loop 323  
Tyler, TX 75701

**OASIS SOUTH HOMEOWNERS ASSOCIATION, INC.**  
**RECORDS PRODUCTION POLICY**

This Records Production Policy was approved by the Board of Directors for Oasis South Homeowners Association, Inc. (the "Association") on the 17<sup>th</sup> day of May, 2012.

- I. Copies of Association records will be available to all Owners upon proper request and at their own expense. A proper request:**
  - a. Is sent certified mail to the Association's address as reflected in the most recent management certificate;
  - b. Is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
  - c. Contains sufficient detail to identify the records being requested.
  
- II. Owners may request to inspect the books and records or may request copies of specific records.**
  - a. If the owner makes a request to inspect the books and records, then the Association will respond within 10 business days of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
  - b. If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date the records will be made available (within 15 business days) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.
  
- III. The Association hereby adopts the following schedule or costs:**

<u>COPIES</u>	10 cents per page, for regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc.) \$1.00 for each CD or audio cassette \$3.00 for each DVD
<u>LABOR</u>	\$25.00 per hour, with one (1) hour minimum, for actual time to locate, compile, and reproduce the records.
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 20 pages in length.)
<u>MATERIALS</u>	Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

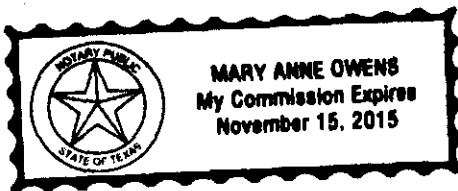
- IV. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- V. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than on owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.
- VI. With regard to the inspection of ballots, only persons who tabulate ballots under 209.00594 of the Texas Property Code may be given access to the ballots cast in an election or vote.

CERTIFICATION

"I, the undersigned, being the President of Oasis South Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Oasis South Homeowners Association, Inc., Board of Directors."

By: Hal Walker  
Hal Walker, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 20 day of July, 2012, to certify which witness my hand and seal of office.



Mary Anne Owens  
NOTARY PUBLIC, State of Texas

# Oasis South Homeowners' Association

## Violations & Fine Policy

The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed in the Deed Restrictions. It is not intended to be a complete list of all possible violations. For more complete information refer to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE OASIS SOUTH HOMEOWNERS' ASSOCIATION (henceforth referred to as DCR's).

### **VIOLATIONS**

All properties should be kept neat and well-maintained at all times.

**Yard maintenance needed:** Yards must be maintained frequently enough to maintain an overall well-kept appearance. This includes:

- Mowing: Entire yard (this includes front, back & sides)
- Edging: Along foundation of house and perimeter of flowerbeds, sidewalk, driveway, curb, and around utility boxes (if applicable); no runners should be showing on paved surfaces
- Weed control: Flowerbeds, lawn & non-lawn areas, and cracks of sidewalks, and driveways
- Vegetation requirements: The majority of the front yard will consist of grass of sod or seed. No hard, packed earth or barren spots. Weeds are not an acceptable ground cover.
- Yard debris, including lawn clippings and tree & shrub trimmings, must be removed from view after maintenance until trash pick-up day. Blowing, raking or sweeping lawn clippings and leaves into the street are not acceptable.
- The front of the home should have flowerbeds with shrubs. All shrubs on the Lot must be neat and pruned and should not extend over paved areas.
- Removal of dead plants, shrubs, trees in a timely manner
- Watering grass & flowerbeds regularly
- Keeping Lot areas that are visible from the street picked up and clear of miscellaneous items which are not meant to be permanently placed in yard. (Example: furniture, toys, yard tools or materials)
- A whole yard irrigation system kept in good working order is required.

**Unapproved exterior changes:** All "Improvements" (including all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, porte cocheres, cabanas, tool sheds) constructed on any Lot shall be permitted, but only with the prior written approval from the Association's Architectural Control Committee. No improvements shall be erected, placed or altered on any Lot or any construction or on-site preparation work of any nature whatsoever begun until all plans and specifications, a plot plan and/or a general landscape plan have been submitted to and approved in writing by the ACC.

**Animals:** All pets must be properly restrained. Pets may not foul another owner's property, any part of the streets, or the Association's common areas. If an accident occurs, the pet's owner must immediately remove the feces from the property.

**Boats, trailers, and other recreational vehicles and equipment:** No overnight parking or storage of campers, motor homes, boats, or trailers, which are visible from the Common Areas or any Street or which are offensive to any party whose complaint is approved by the Association, in its sole discretion. If any of these items are to be stored on a homeowner's property, they must be stored inside the garage or behind the fence.

**Vehicles:** No overnight parking of any vehicle on a street. No overnight parking or storage of trucks larger than one ton in size. No keeping of automobiles or other vehicles which are not in roadworthy condition or which do not have a current inspection sticker or license plates. Vehicles may only be parked on the driveway or inside the garage. Parking vehicles in the yard is not permitted.

**Signs:** No signs shall be erected or maintained on any Lot except for a "For Sale" or "For Lease" sign, which shall not exceed five (5) square feet in size, or a sign owned by the Association or Developer. Fence signage is limited to "Beware of Dog" signs. Alarm system signs are permitted, but not to exceed one (1) square foot in size.

**Window coverings and treatments:** All windows that can be viewed from the street that have fitted window coverings must be in good condition (no bent/broken slats, no tattered/torn edges). Covering windows with foil, reflective film, blankets, sheets, or paper is not permitted.

**Delinquent Homeowner's Dues:** Delinquent or unpaid homeowner's dues, that are postmarked after the due date of January 31<sup>st</sup> each year will be subject to fines and thereafter a lien on the property by the Association. See association's payment plan policy for more details.

**Other:** Examples of additional things that could incur violations are:

- Deferred maintenance of the property including painted surfaces.
- Burning of trash, brush, trees, or other waste material
- Illegally parked vehicles (I.E. parking of vehicles too close to a stop sign)
- Torn window screens or other unsightly items.
- Any other violation stated in the association's protective covenants.

### **NOTIFICATION OF VIOLATION & TIMELINE TO RESOLVE**

**Notification:** Formal notification will be made to the homeowner of the Non-Compliance issue, which shall be written communication by mail or e-mail. The Owner then has ten (10) days of the notice, or given an amount of time in which the board sees fit, to undertake the work required to restore the Lot and/or it's Improvements to a safe, clean and attractive condition so that it is in compliance.

An issue of Non-Compliance or Violation that requires immediate attention such as overnight parking of vehicles on the street, signs in yard, or something posing an immediate threat or safety issue, the allotted time to comply will be given as the board sees fit.

If the homeowner fails to comply after such notice, then the Association has the right and power (but not the obligation) to enter upon the lot (without liability for trespass or other cause of action)

and perform the work needed to bring the Lot into compliance with the Covenants, and the Owner of the Lot on which the work is performed by the Association, will be liable for the cost of all work done and upon demand, pay the party or parties who performed the work. If the Owner fails to so pay the Association, within thirty (30) days after demand, then all costs and interest thereon will be a debt of the Owner, payable to the Association and will be recurred by a lien against the Owner's Lot, in accordance with the provisions of the Association's Payment Plan Policy.

## **FINES**

The Board of Directors is given express power in the Association's Covenants and Bylaws to adopt and publish rules and regulations to enforce the protective covenants. In order to enforce these rules the HOA Board has also adopted a fining policy to address repeat violations.

All fines collected will be deposited in the Oasis South HOA banking account and used to offset the cost of management and enforcement of the neighborhood rules and regulations.

Notices of violations will be mailed and will include the date, type and number of the violation. Residents may report violations in writing. The recipient of a "concerned neighbor" violation will not know the source of the complaint; however anonymous reports will not be addressed.

Fines will be assessed as follows:

- 2nd violation of a similar kind will result in a \$25 fine.
- 3rd violation of a similar kind will result in a \$50 fine.
- 4th violation of a similar kind will result in a \$75 fine.
- Each subsequent similar violation will result in \$100 fine.
- If the condition is remedied and remains remedied for 180 days, the process will begin again as a 1<sup>st</sup> violation.

**Definition & Example:** The 2nd notice for a violation, or the 2nd violation of a *similar kind*, will result in a \$25 fine and each subsequent similar violation will incur an additional fine. Example: Two notices falling under the violation category of "Yard Maintenance Needed" will receive an initial \$25 fine. This can be any combination of mowing, edging, weed control, etc.; not just two notices to mow, or two notices to edge.

When a fine is assessed, the owner will receive the notice of violation along with an invoice showing the fine has been added to their assessment account. An owner will have the opportunity to contest any fine that is assessed against their assessment account. This must be done in writing and mailed by certified mail to the association's mailing address.

These fines are guidelines for standard fines only. The Board reserves the right to levy lesser or greater fines, and provide additional warnings or fewer warnings before fines are made.




**SUMMARY**

The goal of adopting this policy for violation notification is to make the homeowners aware of ongoing problems that affect their neighbors and the overall quality of the neighborhood. The violation process includes multiple notifications, ample time to take corrective actions, and fair enforcement by an objective third party.

This fining policy is to provide an incentive to homeowners to address ongoing problems that are going without correction. Refusal to take corrective actions when notified must be followed up with a monetary penalty that is contributed to the process of improvement for our neighborhood.

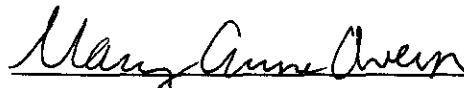
**CERTIFICATION**

"I, the undersigned, being the President of Oasis South Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Oasis South Homeowners Association Board of Directors."

By:   
Hal Walker, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 20 day of July, 2012, to certify which witness my hand and seal of office.



  
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO: Kent, Good, Anderson, & Bush, P.C.  
Attn: Billy D. Anderson  
Woodgate I, Suite 200  
1121 E.E.E. Loop 323  
Tyler, TX 75701

## DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 1

98-R0025033

THE STATE OF TEXAS  
THE COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

That DAR DEVELOPMENT CORP., a Texas corporation, desiring, as the present owner of the Property (as hereinafter defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the Property the following covenants, restrictions, charges, easements and liens (hereinafter referred to together as the "Covenants") which shall run with the land and be binding upon any Owner (as hereinafter defined), tenant or mortgagee of any Lot (as hereinafter defined) or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

## ARTICLE 1

DEFINITIONS

The following terms, when used in these Covenants, shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee, as designated by the Controlling Party and as more fully described in ARTICLE V. The initial address of the ACC for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.

B. "Assessments" shall mean any Maintenance Assessments (as hereinafter defined).

C. "Association" shall mean Oasis South Homeowners Association, Inc., a non-profit corporation to be established under the laws of the State of Texas, as well as the successors, legal representatives or assigns of Oasis South Homeowners Association, Inc. The initial address of the Association for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.

D. "Board of Directors" shall mean the Board of Directors of the Association, as more fully described in Section 8.3. The initial address of the Board of Directors for notice purposes is as follows: 5704 Churchill Drive, Tyler, Texas 75703.

E. "Common Areas" shall mean all land, including, but not limited to the Landscaped Area, amenities, easements and rights comprising a part thereof, located on, appurtenant to or near the Property, and which have been or will be conveyed to the Association by the Developer for the common use, enjoyment and benefit of the Owners (as hereinafter defined).

F. "Controlling Party" shall mean the Developer until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to other Owners. Upon such conveyance the term "Controlling Party" shall mean the Association.

G. "Developer" shall mean DAR Development Corp., a Texas corporation and its successors, legal representatives or assigns, other than Owners.

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H. "Development Guidelines" shall mean those guidelines as contained in ARTICLE IV herein.

I. "Director" shall mean a member of the Board of Directors of the Association.

J. "Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, and any other structure associated with the development of any Lot.

K. "Landscaped Area" shall mean those certain parcels of land as may be designated by the Controlling Party and including, without limitation, the following areas: (1) Lot 1, Block 1 and Lot 1, Block 3 of the Subdivision adjoining the main entrance to the Property; and (2) any Lots designated for a park or playground area. The Landscaped Area may be required by the Landscape Plan (as hereinafter defined) and/or the Controlling Party to be landscaped with acceptable plant and/or other landscape materials and maintained and irrigated with the intent of enhancing the Property and preserving the Landscaped Area.

L. "Landscape Plan" shall mean the plan, if any, for landscaping the Landscaped Area as established by the Developer, as same may be modified from time to time by the Developer.

M. "Lot" shall mean any of the lots, designated as such on the Plat (as hereinafter defined), within the perimeter boundaries of the Property, which can be used, under applicable law and any applicable restrictions regarding the improvement or use thereof, for the construction of single family residences.

N. "Owner" shall mean the legal title holder of record, whether one or more persons, of any Lot, but excluding any person having such interest merely as security for the performance of any obligation, but including, without limitation, (1) any person or entity holding legal title as trustee, (2) an individual or entity holding legal title as an heir, legal representative, successor or assign of a previous Owner, and (3) all other persons, acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution or by any legal process or by operation of law or in any other legal manner.

O. "Plat" shall mean the valid plat(s) or map(s) of the Property or any part thereof now or hereafter recorded in the Plat Records of Smith County, Texas, appearing in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

P. "Property" shall mean that certain tract of land located in Smith County, Texas, as more particularly described on that certain plat recorded in Cabinet D, Slide 8-D, Plat Records of Smith County, Texas.

Q. "Setback Areas" shall mean the area described in Section 4.4 upon which no Improvements shall be permitted.

## ARTICLE II

### USES

2.01 Permitted Uses. All Lots shall be used solely for single family residential purposes and, except as herein expressly provided, no structure other than a single family dwelling with permanent accessory structures shall be constructed or permitted to remain on any Lot. As contemplated above, accessory structures, such as garages, porte cocheres, cabanas, and tool sheds, shall be

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permitted, however, said structures shall be subject to the prior written approval of the ACC. Such structures must be of the same material as the house on the same Lot unless a variation therefrom is approved by the ACC.

2.02 Prohibited Uses and Activities. The following uses and activities are prohibited within the Property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of Improvements on any portion of the Property:

- A. Any illegal, noxious or offensive activity of any kind;
- B. Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion, or that is, in the opinion of the Association, unsightly (such as, but not necessarily limited to, vehicle repair);
- C. Any use which may cause or produce a nuisance as to any other portion of the Property;
- D. Any commercial or business use, including, without limitation, trailer park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junkyard, scrap metal yard or waste material collection, storage and distribution, dumping disposal, incineration or reduction of garbage or refuse, fire or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- E. The keeping of livestock, poultry, swine or other animals or fowl of any kind, including, without limitation, horses and pot-belly pigs; however, Owner may keep bonafide household pets if confined to a fenced area or properly restrained;
- F. Warehousing of goods or materials for commercial purposes;
- G. Exterior storage of any goods and materials;
- H. Storage of oil, gasoline, or other flammable liquids, except for those in connection with normal household use;
- I. Overnight parking or storage of campers, motor homes, boats or trailers, which are visible from the Common Areas or any Private Street or which are offensive to any party whose complaint is approved by the Association, in its sole discretion;
- J. Overnight parking or storage of trucks larger than one ton in size;
- K. Overnight parking of any vehicle on a street;
- L. Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or other structure designed for use in boring for oil or natural gas; and
- M. The keeping of automobiles or other vehicles which are not in roadworthy condition or which do not have a current inspection sticker or license plates.
- N. The burning of any trash, brush, trees or other waste material, unless prior approval is obtained from the Developer or, upon activation, the Homeowners' Association.

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O. The installation, maintenance, or use of an outdoor clothesline.

### ARTICLE III

#### CONSTRUCTION AND ALTERATION

3.01 Construction Standards. The construction and alteration of any improvement shall meet the standards set forth in these Covenants and the Development Guidelines as set forth in Article IV herein. When a construction material is specified herein, another material may be used in lieu thereof provided that such material is determined by the ACC to be equivalent to, or better than, the specified material.

3.02 Structures. Unless otherwise approved by the ACC, the design of all building, parking and other structures shall be in keeping with the Development Guidelines and the standards set forth in these Covenants and consist of no less than seventy percent (70%) brick or acceptable stone veneer. The design character of structures shall be such that it is aesthetically pleasing and consistent on all sides, and it is consistent and harmonious with other structures on adjacent and surrounding Lots. Design characteristics shall exhibit uncluttered forms of a nature devoid of inappropriate ornamentations. Building material and color selection shall achieve visual order through the consistent use of a limited mix of dominant materials of a harmonious color range on any structure or groups of structures. These materials shall preferably be brick, stucco, wood shingles, glass or glazing, and semi-transparent stained vertical grooved wood or lapped wood siding. Pre-engineered, fabricated metal outbuildings are permitted upon approval by the ACC.

3.03 Signs. No signs shall be erected or maintained on any Lot except for a "For Sale" or "For Lease" sign, which shall not exceed five (5) square feet in size, or a sign owned by the Association or the Developer.

3.04 Initial and Subsequent Construction. Each Owner shall take care not to cause damage to any street, easement, utility, Landscaped Area, Common Areas or any portion of or Improvements on the Property during construction or alteration of any Improvements on any Lot.

3.05 Indemnity. In the course of construction or alteration of any Improvement on any Owner's Lot, such Owner shall repair any damage caused to any street, curb, sidewalk, easement, utility, the Landscaped Area, Common Areas, or any other portion of, or Improvements on, the Property. Each Owner shall be solely responsible for the compliance of its plans and specifications with all applicable laws, rules and regulations. Each Owner shall indemnify and hold harmless the Developer and the Association from any and all costs, losses, damages and attorneys' fees incurred by the Developer or the Association in connection with or arising out of the construction or alteration of any Improvements on such Owner's Lot including but not limited to possible soil erosion resulting in damages to downstream property owners.

3.06 Temporary Structures. No temporary building or structure other than sales offices, construction offices and structures for related purposes during the construction period shall be installed or maintained on any Lot. All temporary structures used for construction or sales purposes must receive approval by the Controlling Party with regard to location and appearance, and must be removed promptly upon completion of construction or when otherwise no longer needed and that portion of the Lot from which

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same are removed, must be restored to its original condition or such condition as is otherwise required by these Covenants.

3.07 Driveways. Driveways of design and in location approved by the ACC and being of concrete and no less than sixteen feet (16') in width shall be constructed as a part of the development of each Lot. Existing roadway curbs shall not be disturbed before, during or after construction of driveways.

3.08 Sprinkler System. The Owner of each Lot shall have installed a sprinkler system in the front and side areas prior to the initial occupancy of a residence located thereupon, and shall maintain said system in good working order.

3.09 Structured Wiring. The Structured wiring specifications detailed herein addresses telephone/voice wiring using Category 5 grade cable/components, video over RG-6 cable, and computer networks using Category 5 grade cable/components. The Structured wiring shall be in a "star" or "home-run" configuration to a central location. The specification does not address electrical, security, fire/smoke, or audio systems wiring and requirements.

A. Telephone Distribution. All telephone system cable, outlets, components, accessories and the installation thereof shall conform to the Electronics Industry Association (EIA) and Telecommunications Industry Association (TIA) standard for Residential Communication Cabling. (EIA/TIA-570) This standard establishes a home wiring system that uses:

- i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; in addition, four (4) drops for computer local area network (LAN); and
- ii. Star wiring to each room from a central location in the home.

B. Video Distribution and Entertainment. Video distribution for the structured wiring system includes incoming services delivered to the central location such as cable TV. The system includes the distribution of these services from the central location throughout the home to application specific outlets. The recommendations of the various equipment manufacturers and providers of these services shall be followed. However, as a minimum, the installers shall adhere strictly to the following installation and component specifications:

- i. All incoming video services to the central location and the distribution of these services throughout the home shall be connected to the central location by a separate home-run of coaxial cable; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and
- ii. Each incoming service shall be routed through the central location for distribution throughout the home.

As a minimum, the coaxial cable shall be 75 ohm, quad shield RG6 which meets current FCC and cable company performance requirements to 1 Ghz bandwidth. Coaxial connectors shall be "F" style crimp-on connectors and shall meet the above requirements in this section.

C. Home-Run, Star Topology. In the Star Topology, one end of each cable terminates at the central location and the other end terminates at different locations. Home-run is the name given to an individual cable that runs between the central location and an application outlet. All home-run cables shall be labeled uniquely and clearly.

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- D. Pre-Wire. A home run with terminators on each end.
- E. Standards. Builders are encouraged to exceed these minimums when appropriate.

#### ARTICLE IV

##### DEVELOPMENT GUIDELINES

4.01 Further Subdivision. No Owner shall subdivide any platted Lot unless approved in writing by the Controlling Party.

4.02 Easements. Perpetual easements in, on and under Lots of width and extent shown on the Plat shall be available for use by the Controlling Party and the Owners for purposes of installing and maintaining utility services, and such other purposes as are contemplated by the Plat. The easements will be governed pursuant to Article VII herein. No structure shall be constructed or permitted to remain on or over any easement as shown on the Plat, and no party shall be liable to the Owner of such Lot for damages to any structure by reason of its use of such easement as contemplated hereby.

4.03 Frontage. Residential structures shall face the street upon which the subject Lot fronts. As between the two streets to which a corner Lot fronts, such Lot shall be deemed to front the street with respect to which there is the shortest linear abutment. In the event a Lot should have two (2) alternative frontage arrangements pursuant to this Section 4.03, the Controlling Party shall designate the required frontage arrangement for that particular Lot.

4.04 Set Back Areas. Any and all building lines as shown on the Plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, six feet (6') from either side boundary line, or twenty feet (20') from the rear boundary line.

4.05 Square Footage. All residential dwellings shall contain not less than 1,500 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.

4.06 Temporary Structure as a Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used at any time as a residence, either temporarily or permanently, nor shall any structures, of a temporary character be permitted on any Lot.

4.07 Garages. All garages shall have either a front or side entry.

4.08 Roofing. Any building constructed on a Lot shall have high quality wooden, shake, tile, or other heavy duty composition shingles (ie: 20-year minimum), and the minimum roof pitch shall be 8/12.

4.09 Tanks and Wells. No septic tanks shall be installed or permitted to remain on or under any Lot. No individual water wells shall be drilled, dug, maintained or operated by any Owner.

4.10 Antennas. No television, radio or other similar antennas, mast, or receiving or sending apparatus shall be erected on any portion of any Lot whatsoever. No Lot or Improvement shall be used as a base for any type of radio, television, or similar

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broadcasting system. Satellite dishes are permitted but must be hidden from the view of adjoining street(s) and Lot(s).

4.11 Utilities. Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Except as to special street lighting or other aerial facilities which may be required by any utility company or which may be installed by the Controlling Party pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property, whether upon individual Lots, easements, streets or rights of ways of any type, either by the utility company or any other person or entity, including but not limited to any person owning or acquiring any part of the Property, and all utilities, service facilities (including but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground. Within the set back area for each Lot, an easement and right-of-way is reserved for the Association and/or the Developer to properly facilitate and carry out any reasonable maintenance.

4.12 Roof-top Solar Facilities. Solar heating and/or electricity systems may be attached to or placed on any roof of any Improvement constructed or placed on any Lot, so long as no portion of such system can be seen from a street.

4.13 Fences. Any fences, gates or similar structures located on a Lot must be built of wood or a material that is determined by the ACC to be equivalent to, or better than, wood such as wrought iron or brick. Fences, gates or other similar structures located on a Lot may not be constructed of chain link, barbed wire or other metal material. Prior to occupancy, the owners of Lots 1 through 14, Block 1 must install a conforming fence along the east property line of their lot and the owners of Lots 2 & 3, Block 3, must install a conforming fence along the north property line of their lot.

4.14 Mailboxes. All mailboxes must be constructed with the same brick or stone as used for the residence on that Lot (other than the mailbox door). Each mailbox will be located adjoining the street on which the Lot faces and will be in a location consistent with that of the other Lots.

4.15 Edging and Retaining Walls. All retaining walls utilized on any Lot or dividing any two (2) Lots must be of brick or stone material consistent in nature with that utilized on the adjoining house or other material approved by the ACC. All flowerbed edging must be of brick, stone, or landscape metal.

4.16 Drainage. It is intended that the Property be developed in an orderly manner such that the Owner of each Lot shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Property as a whole. Without limiting the remedies otherwise described herein, to the extent any Lot should be developed in a manner which disproportionately diverts surface water onto another Lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Property's surface water drainage, the, the Controlling Party shall be entitled to require the Owner of any such Lot to rectify such situation and, if not timely rectified, to itself effectuate such maintenance or repairs as may be necessary to more equitably resolve any drainage problems. Without limiting the foregoing, the Controlling Party shall be entitled to install drainage devices or other arrangements as the Controlling Party may, in its sole discretion, deem necessary. To the extent the Controlling Party deems the necessity for such maintenance to be the responsibility

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of only certain of the Lots, then, the Controlling Party may effectuate a special Maintenance Assessment against only those Lots. To the extent the Controlling Party deems any such drainage maintenance to not be attributable to only certain Lots, but, rather, the Property as a whole, then, any such maintenance may be effectuated by way of general Maintenance Assessments described in Section 9.1 hereof.

4.17 Lawn and Landscaping. Prior to occupancy, each Owner must install a lawn of sod, hydromulch, sprigs or seed sufficient to cover the entire yard area of the Lot within a growing season. Also, prior to occupancy, each Owner must install adequate landscaping in the front yard area to be consistent with the neighborhood pattern, including shrubbery along the front of the house. Each Owner must obtain prior approval of such installation from the ACC and shall maintain said lawn and landscaping in a manner acceptable to the Association.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

5.01 Architectural Control Committee. The ACC shall be composed of three (3) individuals or business entities, one of which must be the president of the Association, selected and appointed by Controlling Party, each generally familiar with residential and community development design matters and knowledgeable about the Controlling Party's concern for a high level of taste and design standards within the Property. In the event of the death or resignation of any member of the ACC, the remaining members shall have full authority to designate and appoint a successor. The ACC shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property. No member of the ACC shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

5.02. Approval of Plans and Specifications. No Improvements shall be erected, placed or altered on any Lot or any construction or on-site preparation work of any nature whatsoever begun until all plans and specifications, a plot plan and a general landscape plan have been submitted to and approved in writing by the ACC, or a majority of its members, as to:

A. quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;

B. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

C. the other standards set forth within these Covenants (and any amendments hereto).

The ACC is authorized and empowered to consider and review any and all aspects of the construction of any Improvements, which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

### DECLARATION OF COVENANTS

5.03 Approval Procedure. Final plans and specifications shall be submitted to the ACC for approval or disapproval. The ACC is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the ACC, one complete set of plans and specifications will be retained by the ACC and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with these Covenants, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants. Any modification or change to the disapproved set of plans and specifications must again be submitted to the ACC for its inspection and approval. The ACC's approval or disapproval, as required herein, shall be in writing. If the ACC fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission, then such plans shall be submitted to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans and specifications within fifteen (15) days, then the approval of the ACC and Association shall be presumed.

## ARTICLE VI

### COMPLIANCE WITH THESE PROTECTIVE COVENANTS

6.01 Duty. The Owner of a Lot shall keep and maintain that Lot and the improvements located thereon in a safe, clean and attractive condition and otherwise in compliance with these Covenants; provided, however, it shall be the exclusive responsibility of the Association, as described in Section 9.1, to keep and maintain the Common Areas, specifically including, but not limited to, the Landscaped Area.

6.02 Failure to Comply. If, in the opinion of the Developer or the Association, any Owner is failing in the duty set forth in these Covenants, then either the Developer or the Association may give such Owner notice of such fact and such Owner shall, within ten (10) days of such notice, undertake the work required to restore said Owner's Lot to a safe, clean and attractive condition, and otherwise bring said Lot into compliance with these Covenants (including, but not limited to, the installation and maintenance of landscaping). Should any such Owner fail to fulfill this duty and responsibility after such notice, then the Developer or the Association shall have the right and power (but not the obligation) to enter upon such Lot (without liability for trespass or other cause of action) and perform such work and bring such Lot into compliance with these Covenants, and the Owner of the Lot on which such work is performed by Developer or the Association, shall be liable for the cost of any such work and shall on demand pay the party or parties who performed such work such amount, together with interest thereon at the maximum rate allowed by applicable law (or, if there is no maximum rate, at eighteen percent (18%) per annum) from the date incurred by such party or parties until paid. If such Owner shall fail to so pay the Developer or the Association, as the case may be, within thirty (30) days after demand therefor, then said cost and interest thereon shall be a debt of such Owner, payable to the Developer, or the Association, as the case may be, and shall be secured by a lien against such Owner's Lot, in accordance with the provisions of Section 9.6.

DECLARATION OF COVENANTS

Page 9  
40513-03.315

## ARTICLE VII

EASEMENTS

7.01 Adoption. The Plat dedicates for use, subject to the limitations set forth therein, certain easements shown and provided for thereon, and the Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Lots. Additionally, the Controlling Party may hereafter grant, create and dedicate, by recorded instruments, certain other easements and related rights affecting the Setback Areas of certain of the Lots. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements and related rights heretofore or hereafter made by the Controlling Party affecting the Property are incorporated herein by reference and made a part of these Covenants for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Controlling Party conveying or leasing any part of the Property.

7.02 Title to Easement Estates and Appurtenances Not Conveyed. Title to any Lot conveyed by Developer shall not be held or construed, in any event, to include the title to any easement estates or any Improvements within such easements estates constructed by Developer, or its agents, through, along or upon any portion of the Property, and the right to maintain, repair, sell, or lease such Improvements to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

7.03 Association Easement. An easement is hereby granted to the Developer and the Association, their respective officers, agents, employees, and management personnel to enter upon any Lot to render any service or perform any of their respective functions. In addition, an easement is hereby granted to all police, sheriff, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their duties.

7.04 Restriction. Owner shall not grant any easement on, over, under or across any Lot without the prior written approval of the Controlling Party.

7.05 Surface Areas. The surface of easement areas for underground utility services may be used for planting and maintenance of shrubbery, trees, lawns, or flowers and for driveways providing ingress and egress across such areas subject to the requirements of the grantee(s) of such easement(s) and applicable governmental regulations. However, neither the Controlling Party nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

## ARTICLE VIII

THE ASSOCIATION

8.01 Non-Profit. The Association will be formed and organized by the Developer prior to December 31, 1998, and once

DECLARATION OF COVENANTS

formed shall be operated, as a non-profit corporation under the laws of the State of Texas.

8.02 Purposes. The purposes of the Association shall be as set forth in its Articles of Incorporation and include the collection and use of the Assessments as described in Article IX.

8.03 Board of Directors. The Association shall act through a three (3) to five (5) member Board of Directors, which shall manage the affairs of the Association. The initial Directors shall be selected by the Developer. Each initial Director shall serve on the Board of Directors until such time as the Developer has conveyed seventy-five percent (75%) or more of the Lots to Owners and until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members (as defined in Section 8.4) shall elect a Board of Directors as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by an election of the remaining Board Members pursuant to the Bylaws. The person elected to fill any such vacancy shall serve for the remainder of his predecessor's term and until his successor is duly elected and qualified.

8.04 Membership. The Association shall have one class of Members. Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association (hereafter referred to as "Member" individually or "Members" collectively) and shall remain a Member thereof until its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the Owner's legal ownership in any Lot and may not be separated from such interest. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer or membership in the Association, and no certificate of membership will be issued. The Developer shall also be a Member of the Association so long as Developer is the holder of legal title to a Lot.

## ARTICLE IX

### COVENANTS FOR ASSESSMENTS

9.01 Maintenance Assessments. Maintenance Assessments (so called herein) shall be levied by the Board of Directors against the Members and may be used by the Association for the purposes of promoting the health, safety and welfare of the Owners, residents and tenants of the Property as the Association in its discretion may deem appropriate, including, but not limited to, the following:

A. Maintaining, illuminating and repairing the Common Areas and any and all improvements constructed by the Controlling Party and located thereon;

B. Planting, landscaping, sprinklering, mowing, tree surgery and general upkeep of the Landscaped Area;

C. Provision of safety and security measures;

D. Construction, maintenance, and repair of lighting along any roadway or street used for traffic, entrance area, and/or park;

E. Capital items necessary to accomplish the foregoing purposes, as determined by the Association, in its sole discretion;

### DECLARATION OF COVENANTS

F. Reimbursement for reasonable out-of-pocket expenses incurred by Developer or the Association in connection with or arising out of these Covenants; and

G. Non-capital items or expenses as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these provisions and for the general benefit of the Members, including, but not limited to, general liability insurance on the Common Areas.

Irrespective of anything contained herein to the contrary, in no event shall the Developer or the Association be responsible for the cost of initial planting and landscaping of Lots owned by an Owner.

9.02 Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Maintenance Assessments. "Owner", as used in this Section with respect to payment of assessments, excludes the Developer and Association.

9.03 Basis of Maintenance Assessments. For the current fiscal year and each subsequent year, the annual Maintenance Assessment shall be established at \$100.00 per Lot. Each year or otherwise from time-to-time, the annual Maintenance Assessment may be increased as the Association deems appropriate. Furthermore, the Board of Directors may determine and certify that the then current annual Maintenance Assessment is not sufficient to meet the expenses of the Association and, at a meeting called for such purpose by majority vote of all Directors present, in person or by proxy, may vote to increase the annual Maintenance Assessment up to an amount which is consistent with other first-class residential developments then in existence in Smith County, Texas or like communities. It is expressly understood that although the Property will be developed in phases, the Maintenance Assessment shall be established on a per Lot basis.

9.04 Payment of Assessments -- Due Dates. After one (1) year from the time a Lot is sold by the Developer, a subsequent sale of a Lot, or occupancy of a residence constructed on a Lot, whichever occurs first, the Maintenance Assessments shall be due and payable in advance on a monthly, quarterly or annual basis as the Association may require. The Association is further empowered to change the timing of such required payments in its discretion.

9.05 Effect of Non-Payment of Assessments -- The Personal Obligation of the Owner; The Lien; Remedies of Association. If any Assessments are not paid on the date when due and payable as specified herein, then such Assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, becoming a continuing lien on the Lot as well as the personal obligation of the then Owner. If such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use or abandonment of its Lot.

9.06 Liens to Secure Assessments -- Subordination of Lien to Mortgages. The Assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the

DECLARATION OF COVENANTS

same shall be subordinate and inferior to (A) all liens for taxes levied by County and State governments or any political subdivision or special district thereof, and (B) all liens or deeds of trust in favor of any lender and granted by Developer, and all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price of any Lot and/or cost of Improvements placed thereon, to the extent such liens described in this item (B) should be filed for record prior to the date when such Assessments become due and payable. No foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

9.07 Association's Power to Borrow Money. The Association shall have the right, but not the obligation, to borrow money on terms acceptable to the Association, in its sole discretion, for the purpose of paying expenses incurred by the Association pursuant to Section 9.1. Any such debt shall be repaid with monies collected from the Maintenance Assessments described in Section 9.1.

9.08 Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as of the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All Members shall have the right during regular business hours to inspect the books and records of the Association at the office of the Association.

9.09 Limited Liability. It is understood that the judgment of the Association, its successors, legal representatives and assigns, in the allocation and expenditure of the Assessments shall be final so long as such judgment is exercised in good faith. None of the Developer, Association, the Board of Directors, or any Director, shall have any liability to any person or entity under any theory or circumstance for any error or judgment, action or inaction of the Developer, Association, the Board of Directors, or any Director. The enumeration of the services for which the assessments may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

9.10 Developer Exempted. Notwithstanding anything herein to the contrary, the Developer and Association are specifically exempted from the payment of any assessments authorized in these Covenants.

#### ARTICLE X

#### RESERVATION OF RIGHT TO RESUBDIVIDE, FURTHER RESTRICT AND ANNEX ADDITIONAL PROPERTY

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Developer hereby reserves the right, so long as the Developer is the Controlling Party, to subdivide or resubdivide, as the case may be, plat or replat, as the case may be, and/or execute further covenants, restrictions, charges, easements and liens on all or any portion of the Property. It is acknowledged and understood that the Property may be developed in phases. Developer is specifically authorized and reserves the right to plat or replat and to undertake the development, if any, which occurs with respect to the phases of the

#### DECLARATION OF COVENANTS

Property and specifically with respect to the initiation of the work as to any subsequent phase. It is expressly understood and agreed that the term Property, as utilized herein, includes all phases of the proposed development.

Developer hereby further reserves the right, so long as the Developer is the Controlling Party, to annex additional adjacent property in order to develop such property and to do all things and execute all documents in order to obtain title to such adjacent property and ready same for development. Any such annexation shall have the effect of imposing these Covenants against such adjacent property.

**ARTICLE XI**  
**COVENANT TO DEVELOP**

By acceptance of a deed for a Lot, each owner covenants and agrees to complete the construction on and/or development of such Lot as a single family residence, in accordance with these Covenants and all applicable governmental ordinances and requirements, within two (2) years from the date of such deed ("Construction Period"). The Developer reserves the right, title and privilege to repurchase the Lot at eighty percent (80%) of the original purchase price, if construction of the Improvements have not been initiated one (1) year after the conveyance of the Lot to Owner. Such repurchase option shall be exercised by the Developer giving thirty (30) days prior written notice to Owner, at Owner's address as specified herein, of the Developer's election to repurchase the Lot. Such election notice shall specify the time, date and place of repurchase of the Lot and shall have attached thereto the form of deed to be used to convey the Lot to Developer. Such deed shall be substantially similar in form as the deed to Owner, containing the same warranties of title and shall be subject to any and all exceptions of record. The original purchase price for the Lot shall be the same price paid by Owner to the Developer for the purchase of the Lot.

**ARTICLE XII**

**MISCELLANEOUS**

12.01 Enforcement. These Covenants shall run with and bind the Property, and (except where expressly provided otherwise) shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to these Covenants. The Association, the Developer, or any Owner shall have the right to enforce, by proceedings at law or in equity, (A) all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in these Covenants, and (B) unless specifically provided to the contrary therein, all restrictions, covenants, conditions, reservations, liens, charges, assessments and other provisions set out in any deed, ground lease or other instrument executed by Developer further restricting, as herein authorized, the use or development of the Property or any portion thereof; provided, however, that the failure of the Association, the Developer, or any Owner to take any action upon a breach of these Covenants shall not render such party liable in any manner for such failure. Failure of the Association, the Developer, or any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of the right to take enforcement action upon any subsequent breach or default.

12.02 Termination of Covenants. These Covenants shall be effective upon the date of recordation hereof, and as amended from

**DECLARATION OF COVENANTS**

time to time, shall continue in full force and effect to and including December 31, 2020. From and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless the Owners of eighty percent (80%) of the Lots within the Property, by written declaration signed, acknowledged and filed for record, elect to terminate these Covenants. Notwithstanding the foregoing, the Developer may, so long as the Developer is the Controlling Party, alter, amend, terminate or extend these Covenants. Thereafter, the Owners may alter, amend, terminate or extend these Covenants, and this right shall exist as long as the then Owners of eighty percent (80%) of the Lots within the Property desire; provided, however, that no amendment of the Permitted Uses in Section 2.1 shall have a retroactive application to any Improvements theretofore constructed or for which construction has commenced.

12.03 Assignability of Developer's Rights. Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association. Upon any such written assignment or delegation, Developer shall be relieved of the rights and obligations so assigned or delegated. In the event that Developer no longer owns nor has ground leased any portion of the Property, all rights and obligations of Developer hereunder shall automatically be transferred to and assumed by the Association, and Developer shall automatically be relieved of same, without need of any written assignment or delegation.

12.04 Protection of Name. No Owner, or any tenant or mortgagee of any Owner shall use the phrase "Oasis South" or any phrase or phrases similar thereto in connection with any Lot or any business operated in connection with any Lot, without the prior written consent of Developer except that Owner may use such phrase to identify the location of such Lot and Owner's contemplated development thereof. This restriction is for the benefit of and may be enforced only by Developer. Nothing contained herein shall be construed to restrict Developer's use of the words described herein and further, Developer specifically reserves the right to use such phrase.

12.05 Utility District. Notwithstanding anything herein to the contrary, any land within the Property conveyed by the Developer to a municipal utility district or other public authority to provide utility service to the Property shall not be subject to these Covenants (including, without limitation, the provisions hereof pertaining to the assessments so long as such land is owned by such utility district or other public authority for the provisions of utilities to the Property).

12.06 Corrections. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Covenants by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical errors or any ambiguity or inconsistency appearing herein.

12.07 Interpretation. If these Covenants or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of contradicting interpretations, the interpretation which is most nearly in accordance with the general purposes and objectives of these Covenants shall govern.

12.08 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Covenants is omitted herefrom, such omission is unintentional and

DECLARATION OF COVENANTS



the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

12.09 Notices. All notices or other communications required or permitted to be given pursuant hereto shall be in writing and shall be considered as properly given if (A) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (B) by delivering same in person to the intended addressee, (C) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (D) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the address of any Owner shall be the last known address of such Owner as shown on the records of the Controlling Party at the time of such mailing and the addresses of Developer, the Association and the ACC shall be shown in Article I hereof; provided, however, that (A) any Owner shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Controlling Party in the manner set forth herein; and (B) any of the Developer, the Association and the ACC shall have the right to change their respective addresses for notice hereunder to any other location within Smith County, Texas by the giving of thirty (30) days' notice to the Owners in the manner set forth herein.

12.10 Rules of Construction. The singular, wherever used herein, shall be construed to include the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, males or females, shall in all cases be assumed as though in each case fully expressed. The word "or" is not exclusive. The words "herein", "hereinafter", "hereafter", "hereunder" and "hereof" refer to these Covenants as a whole and not merely to the sections in which such words appear, unless the context otherwise requires.

12.11 Severability. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

12.12 Headings. All headings contained herein are for convenience only, and shall not be deemed to modify any substantive provision hereof.

12.13 Writing Required. In the event the approval or consent of the Developer, Association, Controlling Party or Board of Directors is required under these Covenants, such approval or consents must be obtained in writing to be effective unless expressly provided to the contrary herein.

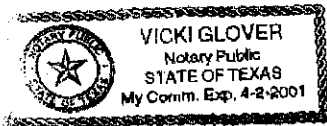
Executed this 25th day of June, 1998.

DAR DEVELOPMENT CORP.

By: [Signature]  
Name: ANWAR KHALIFA  
Title: President

STATE OF TEXAS        )  
                              )  
COUNTY OF SMITH     )

This instrument was acknowledged before me on the 26<sup>th</sup> day of June, 1998, by ANWAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas Corporation, on behalf of said Corporation.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Filed for Record in:  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Jun 26 1998  
At 9:37am

Deputy - Jannette Steveson

After recording, return to:

DAR Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

STATE OF TEXAS - COUNTY OF SMITH -  
I hereby certify that this instrument was filed  
on the date and time stated herein by me and  
was duly recorded in the Official Public records  
of Smith County, Texas.



JUN 26 1998

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By: [Signature], Deputy

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
OASIS SOUTH SUBDIVISION UNIT 1

98-R0048979

This Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, is made as of the 7<sup>TH</sup> day of DECEMBER, 1998, by the undersigned, herein called "Declarant".

WITNESSETH:

WHEREAS, on June 25, 1998, Dar Development Corp., a Texas corporation, executed a Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1 (the "Declaration"), filed in Volume 4377, Page 108, Official Public Records of Smith County, Texas; and

WHEREAS, the undersigned, being the Declarant in the above referenced Declaration, desires to amend the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows, and as it applies to the lots in said subdivision presently owned by Declarant:

1. Paragraph 3.09A.i. of the hereinabove Declaration relating to "Structured Wiring" is hereby amended to read:
  - i. CAT-5 twisted four-pair telecommunications cabling; a minimum of two (2) incoming lines and four (4) drops for distribution within the home; and
2. Paragraph 4.05 of the hereinabove Declaration relating to Square Footage is hereby amended to read:

4.05 Square Footage. All residential dwellings shall contain not less than 1,400 square feet of living area, and shall have a garage with a capacity for not less than two (2) automobiles. No residential dwelling shall exceed two and one-half (2-1/2) stories in height.

Except as expressly modified hereby, the Declaration shall remain in full force and effect as originally written and amended.

DAR DEVELOPMENT CORP.

By: [Signature]  
Name: ANWAR KHALIFA  
Title: President

Filed for Record in:  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Dec 08 1998  
At 3:47pm

Deputy - Jennette Steveson

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on the 7<sup>TH</sup> day of DECEMBER, 1998,  
by ANWAR KHALIFA, as President of DAR DEVELOPMENT CORP., a Texas  
corporation, on behalf of said corporation.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_

STATE OF TEXAS - COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the date and time stamped hereon by me and  
was duly recorded in the Official Public records  
of Smith County, Texas.



DEC 8 1998

MARY MORRIS  
COUNTY CLERK, Smith County, Texas

By: [Signature] Deputy

After recording, return to:

Dar Development Corp.  
5704 Churchill Drive  
Tyler, Texas 75703

DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 2

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That DAR DEVELOPMENT CORPORATION, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

DAR DEVELOPMENT CORPORATION hereby ratifies, extends and imposes upon Oasis South Subdivision Unit 2, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 2, as well, as if set out herein verbatim.

"Property" as that term applies to this Declaration shall mean that certain tract of land located in Smith County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, for all purposes, and as described on that certain plat recorded in Cabinet D, Slide 112-B, Plat Records of Smith County, Texas.

Executed this 12th day of June, 2001.

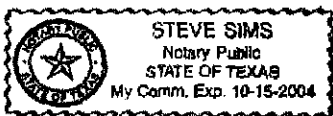
DAR DEVELOPMENT CORPORATION

By: [Signature]  
ANWAR KHALIFA, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 12th day of June, 2001, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
Notary's Printed Name: STEVE SIMS  
My commission expires: 10-15-2004

EXHIBIT "A"

BEING a part of the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, and being a part of a called 53.406 acre tract conveyed by Ahmed Khalifa and wife Aida Geumei to Anwar Khalifa by deed dated October 24, 1997 and recorded in Vol. 4074, pg. 331, Official Public Records and being more particularly described as follows:

BEGINNING at the Northwest Corner of a called 9.029 Acre Tract conveyed to Dar Development Corporation by deed dated October 24, 1997 and recorded in Vol. 4074, pg. 323, from which a 1/2" iron rod found for witness bears South 89 16'00" East, a distance of 41.85 feet;

THENCE South 00 degrees 21'25" West a distance of 283.92 feet to a 1/2" iron rod set for corner;

THENCE South 83 degrees 16'49" West a distance of 124.09 feet to a 1/2" iron rod set for corner;

THENCE South 0 degrees 0'01" West a distance of 2.62 feet to a 1/2" iron rod set for corner;

THENCE South 89 degrees 31'20" West a distance of 213.87 feet to a 1/2" iron rod set for corner;

THENCE North 80 degrees 10'33" West a distance of 78.28 feet to a 1/2" iron rod set for corner;

THENCE South 89 degrees 31'20" West a distance of 876.70 feet to a 1/2" iron rod set for corner;

THENCE South 70 degrees 51'31" West a distance of 75.51 feet to a 1/2" iron rod set for corner;

THENCE North 11 degrees 56'03" West a distance of 77.00 feet to a 1/2" iron rod set for corner;

THENCE South 78 degrees 03'57" West a distance of 178.00 feet to a 1/2" iron rod set for corner;

THENCE North 11 degrees 56'03" West a distance of 8.06 feet to a 1/2" iron rod set for corner;

THENCE South 78 degrees 03'57" West a distance of 120.00 feet to a 1/2" iron rod set for corner;

THENCE North 12 degrees 00'27" West a distance of 329.25 feet to a 3/8" iron rod found for corner;

THENCE South 89 degrees 16'00" East a distance of 1741.39 feet to the place of beginning and containing 11.850 Acres of Land.

Bearing Basis: North line Oasis South Unit 1, Cabinet D., Slide 8-D

Filed for recording in  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Jun 12 2001  
At 1:58pm  
Recording fee: 289722  
Doc/Type: 1-0001-10000000  
REC  
Deputy: TERRY KENNEDY

After recording, return to:  
Steven F. Sims  
400 First Place  
Tyler, TX 75702

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was  
filed on the date and time stamped hereon  
by me and was duly recorded in the Official  
Public records of Smith County, Texas



JUN 12 2001

Judy Carnes  
JUDY CARNES  
COUNTY CLERK, Smith County, Texas

DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 3

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That DAR DEVELOPMENT CORPORATION, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

DAR DEVELOPMENT CORPORATION hereby ratifies, extends and imposes upon Oasis South Subdivision Unit 3, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 3, as well, as if set out herein verbatim, ~~save and except~~, the following modified provision:

AS TO UNIT 3, Article IV, Development Guidelines, paragraph 4.04 should read as follows:

4.04 ~~Set Back Areas.~~ Any and all building lines as shown on the plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, five feet (5') from either side boundary line, or ten feet (10') from the rear boundary line.

"Property" as that term applies to this Declaration shall mean that certain tract of land, being 18.453 acres, more or less, located in the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, as more particularly described as the Final Plat, OASIS SOUTH SUBDIVISION UNIT 3, according to the plat of record in Cabinet D, Slide 288-D, of the Plat Records of Smith County, Texas, incorporated herein by reference, for all purposes.

Executed effective the 22nd day of April, 2005.

DAR DEVELOPMENT CORPORATION

By: [Signature]  
ANWAR KHALIFA, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 24th day of May, 2005, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
Notary's Printed Name: STEVE SIMS  
My commission expires: 10-15-2008

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On May 24 2005  
At 11:46am  
Receipt #: 348199  
Recording: 24.00  
Doc/Inst #: 2005-20024793  
Doc/Type: REC  
Deputy: Elena Glascock

Return To:  
STEVEN B. SIMS  
Attorney At Law  
100 E. FERGUSON, SUITE 400  
SMITH COUNTY, TEXAS 75781

Filed For Record in:  
Smith County, Texas  
On Aug 21, 2012  
at 03:25P

Receipt #: 624891  
Recording: 168.00  
Doc/Num : 00037589  
Doc/Type: Recordings - Land  
Deputy - Debra Berry

I hereby certify that this  
instrument was filed and duly  
recorded in the Official  
Records of Smith County, Texas

Karen Phillips  
County Clerk



DECLARATION OF PROTECTIVE COVENANTS

OASIS SOUTH SUBDIVISION UNIT 3

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

That DAR DEVELOPMENT CORPORATION, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

DAR DEVELOPMENT CORPORATION hereby ratifies, extends and imposes upon Oasis South Subdivision Unit 3, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 3, as well, as if set out herein verbatim, save and except, the following modified provision:

AS TO UNIT 3, Article IV. Development Guidelines, paragraph 4.04 should read as follows:

4.04 Set Back Areas. Any and all building lines as shown on the plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, five feet (5') from either side boundary line, or ten feet (10') from the rear boundary line.

"Property" as that term applies to this Declaration shall mean that certain tract of land, being 18.453 acres, more or less, located in the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, as more particularly described as the Final Plat, OASIS SOUTH SUBDIVISION UNIT 3, according to the plat of record in Cabinet D, Slide 288-D, of the Plat Records of Smith County, Texas, incorporated herein by reference, for all purposes.

Executed effective the 22nd day of April, 2005.

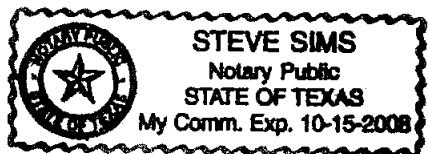
DAR DEVELOPMENT CORPORATION

By: [Signature] ANWAR KHALIFA, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 24th day of May, 2005, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.



[Signature] Steve Sims Notary Public, State of Texas Notary's Printed Name: STEVE SIMS My commission expires: 10-15-2008

STATE OF TEXAS COUNTY OF SMITH I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public records of Smith County, Texas.



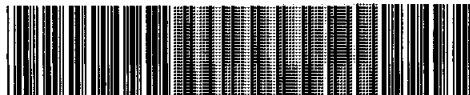
MAY 24 2005

[Signature] JUDY CARNES COUNTY CLERK, Smith County, Texas

Filed for Record in: SMITH COUNTY, TEXAS JUDY CARNES, COUNTY CLERK On May 24 2005 At 11:42am Receipt #: 349199 Recording: 14.00 Doc/Num : 2005-R0024793 Doc/Type : REC Deputy -Elena Glasscock

Return To: STEVEN R. SIMS Attorney At Law 100 E. FERGUSON, SUITE 400 TYLER, TEXAS 75702-5743

Smith County  
Karen Phillips  
County Clerk  
Tyler Tx 75702



70 2011 00006686

Instrument Number: 2011-R00006686

As

Recorded On: February 11, 2011

Recordings - Land

Parties: DAR DEVELOPMENT CORPORATION

Billable Pages: 4

To OASIS SOUTH SUBDIVISION UNIT 4

Number of Pages: 5

Comment: DECLARATION

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings - Land	28.00
<b>Total Recording:</b>	<b>28.00</b>

\*\*\*\*\* DO NOT REMOVE. 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: 2011-R00006686

Receipt Number: 569278

Recorded Date/Time: February 11, 2011 10:17:42A

User / Station: D Hawkins - Cash Station 3

**Record and Return To:**

ANWAR KHALIFA

5704 CHURCHILL DR

TYLER TX 75703



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

*Karen Phillips*

County Clerk  
Smith County, Texas

**DECLARATION OF PROTECTIVE COVENANTS**

**OASIS SOUTH SUBDIVISION UNIT 4**

THE STATE OF TEXAS       §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH       §

That **DAR DEVELOPMENT CORPORATION**, a Texas Corporation, desiring, as the present owner of the Property (as herein defined), to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the following described Property, the covenants, restrictions, charges, easements, and liens, incorporated herein by reference for all purposes, which shall run with the land and be binding upon any Owner, tenant or mortgagee of any Lot or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee.

**DAR DEVELOPMENT CORPORATION** hereby ratifies, extends and imposes upon **Oasis South Subdivision Unit 4**, each and every one of those certain protective covenants more particularly described in and set out in detail in that certain Declaration of Protective Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated June 25, 1998, as recorded in Volume 4377, Page 108, Official Public Records of Smith County, Texas, and as amended by that certain Amendment to Declaration of Restrictive Covenants, Oasis South Subdivision Unit 1, made by DAR Development Corporation to the Public, dated December 7, 1998, as recorded in Volume 4586, Page 280, Official Public Records, Smith County, Texas, reference to which is here made, for all purposes. It is the intention of DAR Development Corporation that all of such protective covenants, as amended, shall apply to Oasis South Subdivision Unit 4, as well, as if set out herein verbatim, save and except, the following modified provision:

**AS TO UNIT 4**, Article IV. Development Guidelines, paragraph 4.04 should read as follows:

*4.04 Set Back Areas. Any and all building lines as shown on the plat shall be observed. No structure shall be constructed or permitted to remain on any Lot nearer than twenty feet (20') from the front boundary line, five feet (5') from either side boundary line, ten feet (10') from the rear boundary line, or ten feet (10') from side boundary line with a side street.*

"Property" as that term applies to this Declaration shall mean that certain tract of land, being 15.28 acres, more or less, located in the VENTURA TEJADA SURVEY, ABSTRACT NO. 21, Smith County, Texas, as more particularly described as the Final Plat of OASIS SOUTH SUBDIVISION UNIT 4, according to the plat of record in Cabinet E, Slide 154-D, of the Plat Records of Smith County, Texas, incorporated herein by reference, for all purposes.

Executed effective the 1<sup>st</sup> day of June, 2010.

DAR DEVELOPMENT CORPORATION

By:   
ANWAR KHALIFA, President

STATE OF TEXAS           §

COUNTY OF SMITH       §

This instrument was acknowledged before me on this the 27th day of January, 2011, by ANWAR KHALIFA, President of DAR DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.

*Steve Sims*

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed Name: STEVE SIMS

My commission expires:10-20-2012



## EXHIBIT "A". LEGAL DESCRIPTION

BEING a part of the Ventura Tejada Survey, A – 21, Smith County, Texas, and being the remainder of a called 53.406 acre tract described in a deed recorded in Vol. 4074, pg. 333, Official Public Records, Smith County, Texas, and also being all of Lot 16, Block 1, Oasis South Subdivision, Unit 1, as recorded in Cabinet D, Slide 8-D, Plat Records, Smith County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found for the Southeast corner of called Lot 48 of Oasis South Subdivision Unit 3 recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas and being in the West line of Oasis South Subdivision Unit 1 recorded in Cab. D, Sl. 8-D, Plat Records, Smith County, Texas;

THENCE S 00°25'50" W, with the West line of said Oasis South Subdivision Unit 1, a distance of 130.00 feet to a ½" iron rod found for an angle corner in the East line of tract described herein and being the Southwest corner of called Lot 11, Block 2 of said Oasis South Subdivision Unit 1;

THENCE S 89°16'00" E, with the West line of said Oasis South Subdivision Unit 1, a distance of 42.41 feet to a ½" iron rod found for an angle corner in the East line of tract described herein and being in the West line of said Oasis South Subdivision Unit 1;

THENCE S 00°44'00" W, with the West line of said Oasis South Subdivision Unit 1, a distance of 60.00 feet to a ½" iron rod found for the Northwest corner of said Lot 16 of said Oasis South Subdivision Unit 1, and being in the South Right of Way Line of Sara Lane, a 60 feet wide Right of Way;

THENCE S 89°16'00" E, with the North Line of said Lot 16, Blk. 1, a distance of 52.50 feet to a ½" iron rod set for the P.C. of a curve to the left having a radius of 85.00 feet, a delta angle of 14°14'20" , a chord bearing of N 82°04'40" E, and a chord distance of 21.07 feet ;

THENCE with said curve to the left an arc length of 21.12 feet to a ½" iron rod set for the Northeast corner of said Lot 16, Block 1, the same being the Northwest corner of Lot 15, Block 1 of said Oasis South Subdivision Unit 1:

THENCE S 00°27'43" W, with said line between said Lot 16, Block 1 and said Lot 15, Block 1, a distance of 117.57 feet to the Southeast corner of said Lot 16, Block 1, the same being the Southwest corner of said Lot 15, Block 1, and being in the North line of a tract of land described in a deed to Kenny Varnell recorded in Vol. 5580, pg. 6, Official Public Records, Smith County, Texas;

THENCE N 89°37'34" W, with the North line of said Varnell tract and the North line of a called 19.43 acre tract described in a deed to M & M Joint Venture recorded in Vol. 7064, pg. 311, Official Public Records, Smith County, Texas, a distance of 1586.92 feet to a 4" concrete monument found for the Southwest corner of tract described herein and being the Northwest corner of said M & M Joint Venture tract and being in the East line of the remainder of a tract of land described in a deed to M & M Joint Venture recorded in Vol. 6172, pg. 159, Official Public Records, Smith County, Texas;

THENCE N 11°52'58" W, with the East line of said tract recorded in Vol. 6172, pg. 159, a distance of 319.09 feet to a ½" iron rod set for the southeast corner of Lot 26 of The Ranch Subdivision Phase Two as recorded in Cabinet E, Slide 9-A, Plat Records, Smith County, Texas;

THENCE N 11°58'32" W, with the East line of said Ranch Subdivision Phase Two, and with the East line of The Ranch Subdivision Phase One recorded in Cab. D, Sl. 177-C, Plat Records, Smith County, Texas, a distance of 606.33 feet to a ½" iron rod set for the Southwest corner of called Lot 26A of the Revised Plat of Lot 24, Lot 25, and Lot 26, Block 3 Oasis South Subdivision Unit 2 recorded in Cab. D, Sl. 248-C, Plat Records, Smith County, Texas, and being in the East line of said The Ranch Subdivision;

THENCE N 81°54'13" E, with the South line of said Lot 26A, a distance of 119.04 feet to a ½" iron rod found for an angle corner in the North line of tract described herein and being the Southeast corner of said Lot 26A and being in the West Right of Way line of Rana Park;

THENCE N 78°08'56" E, with the South line of Oasis South Subdivision Unit 2 recorded in Cab. D, Sl. 112-B, Plat Records, Smith County, Texas, a distance of 59.98 feet to the Southwest corner of Lot 16, Block 4, Oasis South Subdivision Unit 2;

THENCE N 78°00'56" E, with the South line of Oasis South Subdivision Unit 2, a distance of 118.00 feet to a ½" iron rod found for the North most corner of tract described herein and being the Southeast corner of said Lot 16, Block 4 of said Oasis South Subdivision Unit 2 and being in the West line of called Lot 15 of said Oasis South Subdivision Unit 2:

EXHIBIT "A". LEGAL DESCRIPTION

CONTINUED

THENCE S 11°56'04" E, with the West line of said Lot 15 of Oasis South Subdivision Unit 2 and with the West line of Oasis South Subdivision Unit 3 recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas and with the West line of called Lot 34A of Oasis South Subdivision, Unit 3A recorded in Cab. E, Sl. 77-D, Plat Records, Smith County, Texas, a distance of 606.13 feet to a ½" iron rod found for an angle corner in the North line of tract described herein and being an angle corner in the West line of called Lot 34 A of said Oasis South Subdivision, Unit 3A;

THENCE S 53°00'51" E, with the West line of said Lot 34 A and with the West line of called Lot 35 A of said Oasis South Subdivision Unit 3A, a distance of 108.12 feet to a ½" iron rod found for an angle corner in the North line of tract described herein and being the Southwest corner of said Lot 35A;

THENCE S 89°44'04" E (being the bearing basis for the tract herein described, as recorded on the Plat of Oasis South Unit 3, recorded in Cab. D, Sl. 288-D, Plat Records, Smith County, Texas), with the South line of said Lot 35A and with the South line of Block 4 of said Oasis South Subdivision Unit 3, a distance of 1161.64 feet to the Place of Beginning and containing 15.28 acres of land.

After recording, return to:  
Anwar Khalifa  
5704 Churchill Drive  
Tyler, TX 75703