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**Affidavit to Extend Oak Village North (Unit II) Restrictions**

This affidavit is being executed this 29<sup>th</sup> day of May, 2015, by E.W. (Gene) Wankowski, President, and Kelly Knight, Secretary of Oak Village North Homeowner's Association, to provide evidence of compliance with Covenant Number 18 of the Oak Village North (Unit II) subdivision restrictions and restrictive covenants most recently extended on May 26, 2005, filed of record as Document No. 200506019188 in the real property records of Comal County, TX.

Pursuant to Covenant Number 18, the restrictions were to continue to run with the land until June 1, 2015, provided, however, that the record owners of a majority of the tracts in Oak Village North (Unit II) had the power through a duly recorded written instrument to extend the covenants for an extension of ten (10) year periods from and after June 1, 2015.

Attached to this affidavit is a copy of the "most recently extended" covenants (Exhibit A); and a tally sheet of those who did and did not vote (Exhibit B); and copies of the executed ballots (Exhibit C).

More than a majority of the owners of the properties in Oak Village North (Unit II) subdivision voted for the current restrictions to extend for an additional (10) year period from and after June 1, 2015.

This affidavit is being recorded as a written verification that it is the intent of the majority of owners in Oak Village North (Unit II) subdivision for the restrictions of Oak Village North (Unit II) subdivision to continue until June 1, 2025, unless 67% of property owners vote to amend any and all covenants according to the legislative updates of January, 2012, or at which time the record owners of a majority of the lots will make a decision as to further extension.

EXECUTED this 29<sup>th</sup> day of May, 2015.

THE STATE OF TEXAS

COUNTY OF COMAL

**Oak Village North Homeowner's Association**

By: [Signature]  
E.W. (Gene) Wankowski, President

By: [Signature]  
Kelly Knight, Secretary

SWORN TO AND SUBSCRIBED BEFORE ME by E.W. (Gene) Wankowski and Kelly Knight on this 29 day of May, 2015.



[Signature]  
Notary Public, State of Texas



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C**SUBDIVISION RESTRICTIONS  
OAK VILLAGE NORTH, UNIT II**

The deed restrictions, covenants, conditions, easements and reservations for OAK VILLAGE NORTH, UNIT II, a subdivision in Comal County, Texas, as shown by map or plat thereof recorded in the Office of the County Clerk of Comal County, Texas in Volume 3, Pages 22-23, of the Map and Plat Records of Comal County, Texas, which are being renewed and extended to June 1, 2015, by the attached Agreement of the record owners and Grantees of property in said subdivision, and which restrictions, covenants, conditions, easements and reservations as set forth in the original recorded deed to each tract in said subdivision executed by Lakecroft, Inc., is as follows:

1. All tracts shall be used solely for residential purposes, except tracts designated for business purposes provided, however, no business shall be conducted on any of these tracts which are noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration, and provided further that the Grantor expressly reserves the right until January 1, 1975, to vary the use of any property notwithstanding the restrictions embodied in this contract, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor shall be specifically stated in the deed conveying said tract or tracts.

2. Tracts designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use shall first be approved in writing by Grantor, its successors, assigns, or designees. No tract may be subdivided unless written approval is given by Grantor, its assigns, or designees.

3. No building other than a single family residence containing not less than 1100 square feet, exclusive of open porches, breezeways, carports and garages, and having not less than 25% of its exterior walls constructed of masonry, i.e., brick, rock, concrete or concrete products shall be erected or constructed on any residential tract in Oak Village North and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not later than six (6) months after laying foundations and no structure or house trailers of any kind may be moved onto the property. Servant quarters and guests houses may be constructed to the rear of permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to sustain a neat appearance and remove posts or piers from outside view.

4. No improvements shall be erected or constructed on any tract in Oak Village North nearer than fifty (50) feet to the front property line nor nearer than five (5) feet to the side property line except that in the case of corner tracts no improvements shall be erected or constructed within ten (10) feet of side property line adjacent to the streets. No material of any kind shall be placed or

stored on this property unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on the property or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Grantor, in violation of the above stipulations and agreement, Grantor may notify Grantees by mail of such violation and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Grantees agrees that Grantor may remove said material from the property, dispose of said materials and charge Grantees with removal costs, the exercises of which right of removal shall leave Grantor free of any liability to Grantees.

5. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Grantor, or such nominee or nominees as it may designate in writing.

6. No advertising or "For Sale" signs shall be erected in Oak Village without written approval of Grantor. Shooting of fire arms or hunting of birds or wild game of any kind on any tract is strictly prohibited.

7. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or a septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be obtained from the grantor and the local Department of Health. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Grantor.

8. An assessment of \$15.00 per year per tract shall run against each tract in said property for use and maintenance of park-recreation areas and operating costs according to rules and regulations of Grantor. The decision of the Grantor, its nominees or consignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor at San Antonio, Texas on the 1<sup>st</sup> day of June of each year, commencing on June 1, 1970, or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Comal County. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who therefore did not own property in Oak Village North then said tract or tracts as transferred shall thereafter be subject to the lien provided herein. The title in fee simple to land designated as park-recreation area is to be retained by the Grantor, its successors or assigns, and the Grantee, his heirs successors, executors,

administrators or assigns, further agree that the use of the park-recreational area is subject to the approval of the user by the Grantor, its successors or assigns, rules or regulations now in force or which may from time to time be made by Grantor, its successors, or assigns, and shall be binding upon the Grantee, his successors or assigns. All approved members, approved property owners and their families shall have ingress and egress to the park-recreation area, as shown by plats of Oak Village North, subject to the rules and regulations of Grantor, but all others must have written approval of said Grantor. Use of park-recreation area shall be at users own risk. Grantor shall not be responsible for any acts of God.

9. No part of said premises shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the Oak Village North Improvement Association. The Grantor shall have the exclusive right fo approving all members of the Oak Village North Improvement Association.

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

11. No hogs or goats of any kind shall be raised, bred or kept on any tract. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. All covenants and restrictions shall be binding upon the Grantees or their successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire subdivision.

13. The Grantor reserves to itself, its successors and assigns, an easement of right-of-way over a 5 foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage, and sewerage and any appurtenances to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tract with no obligation to Grantor to supply such services. Should a utility pipe line be installed in the rear property easement as herein reserved, Grantees agree to install a gate on any fence that shall be constructed on such easement for utility company access to such pipe line.

14. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

15. All minerals in, on or under the above described property are excepted from this deed and hereby reserved to Grantor.

16. That an assessment for the purpose of bringing water to each tract of \$3.00 per foot for frontage along the front property line, with a maximum charge of \$600.00 on any tract, shall run against each tract and part thereof in said property. Said assessment shall be and is hereby secured by a lien on each tract respectively, and, if and when Grantor, its successor, or assigns, shall

construct a water main in the street and/or easement running by said tract and water is made available to same, said assessment aforesaid shall become due and payable to Grantor, its successors, or assigns, in San Antonio, Texas, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis. Should said assessment not be paid when due as specified above, the unpaid amount shall be charged interest at the rate of six percent (6%) per annum. In the event Grantees should desire water services and have paid their water assessment, if the existing water mains are more than 1,000 feet from Grantee's property, Grantees shall pay the water company the cost of extending the required mains to Grantee's property with water service company to reimburse Grantees for such actual costs as other services are requested along that extension. If and when a water system is installed, it is agreed by and between Grantor and Grantees that Grantees will not hold Grantor responsible for any acts of God, including such services and supply as may be installed.

17. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or wrecking yards shall be located on any tract.

18. These restrictions are to run with the land until June 1, 2015, provided however, that the record Grantees of a majority of the tracts in Oak Village North shall have the power through a duly recorded instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 2005.

19. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise effect any of the other provisions which shall remain in full force and effect.