

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAKLAND HEIGHTS**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, Oakland Heights Owners Association, Inc. (hereinafter the "Association") was organized pursuant to the Declaration of Covenants, Conditions and Restrictions for Oakland Heights, executed on September 9, 1994, recorded in Volume 6202, Page 0036, Official Public Records of Real Property of Bexar County, Texas (hereinafter "the Declaration"), and formed as a Texas non-profit corporation pursuant to the Articles of Incorporation of Oakland Heights Owners Association, Inc. executed September 21, 1994; and,

WHEREAS, the Declaration imposes certain covenants, conditions and restrictions upon Oakland Heights Subdivision Unit I, being real property described in the map or plat recorded in Volume 9530, Page 33, Plat Records of Bexar County, Texas, and any additional property that is annexed thereto; and,

WHEREAS, pursuant to Article 6, Section 6.2.2 of the Declaration, the Declaration may be amended and/or changed upon the approval of Members having at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes entitled to be cast pursuant to Section 4.3 of the Declaration; and,

WHEREAS, the Members have determined that it is in the best interest of the Association to adopt various changes to the Declaration, as set forth below; and,

WHEREAS, the percentage of Members of the Association required to vote in favor of adopting an amendment has approved an amendment to the Declaration, the text of which is set forth below;

NOW, THEREFORE, be it, and it is hereby, officially decreed that the Declaration is amended to read as follows:

I.

ARTICLE 1 -DEFINITIONS, Sections 1.1 and 1.20 of the Declaration are amended to read as follows:

1.1. Architectural Review Committee. "ARC" shall mean the committee created pursuant to this Declaration as provided in Article 3 of the Declaration (referred to in the Declaration as the "Architectural Committee").

1.20. Property. "Property" shall mean each parcel of land or real estate subject to the Declaration.

II.

ARTICLE 2 -RESTRICTIONS, Sections 2.1, 2.3, 2.5 through 2.9, 2.11 through 2.13 and 2.16 of the Declaration are amended to read as follows:

2.1. Residential Use; Construction, Alteration or Removal of Improvements.

2.1.1. All Lots shall be used solely for single family residential use and accessory uses, including without limitation a garage, fencing and other Improvements as are necessary or customarily incident to residential use. No Manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried on in any portion of the property or in any Improvement thereon other than a home office which does not accept invitees, clients, customers or guests. No Improvement constructed on a Lot may be used as an apartment house, flat, lodging house or hotel. It may be leased only for single family residential purposes for a minimum term of one hundred eighty (180) days.

2.1.2. No exterior structural Improvement may be constructed, nor may the exterior design, materials or appearance of any Improvement be altered or removed upon or from any of the Property without the prior written approval of the ARC. Any action, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, including without limitation its color, or which involves the removal of any Improvement from a Lot, shall be performed only with the prior written approval of the ARC. The positioning of all Improvements upon all Lots is hereby expressly made subject to ARC review. No Improvement shall be allowed on any Lot that is of such size or architectural design or that involves the use of color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Subdivision and the surrounding area.

2.3. Building Materials.

2.3.1. All single-family residences shall be constructed of at least sixty percent (60%) of the area of each residence's front and sides (exclusive of areas above the roof line) with masonry or other material specifically approved in writing by the Architectural Review Committee. The permissible restrictions on roof materials set forth in Section 202.011, Texas Property Code, as they may from time to time be amended are hereby adopted subject to such status. Roofing materials must be of high grade and quality and consistent with the exterior design, color and appearance of other Improvements within the Property. At a minimum, 25-year guaranteed fiberglass shingles shall be required. No reflective, metal or tile roofs shall be permitted. Shingle color shall be Weatherwood or comparable color if approved by the ARC. No material that does not match the same color as Weatherwood is permitted. All windows shall contain clear or lightly tinted, non-reflective glass.

2.3.2. Each single-story residence constructed on the Property shall contain not less than one thousand six hundred (1,600) square feet of enclosed living space, exclusive of porches and patios (open or covered), decks and garages. Any two-story residence shall contain at least one thousand eight hundred (1,800) square feet of total living area.

2.3.3. Solar Panels. ARC approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions or any Association policy.

2.5. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the owner thereof without the prior written approval of the Board.

2.6. Signs, Flags or Banners:

2.6.1. No flag or banner of any kind shall be displayed to the public view without the prior written approval of the ARC except for the following:

2.6.1.1 Those allowed under the Texas Property Code § 202.012 or current regulation. Those are currently listed as follows:

- i. The flag of the United States of America. Owner shall make all reasonable efforts to display the flag in accordance with 4 U.S.C. Sections 5 – 10 or current regulation to give respect to the flag.
- ii. The flag of the State of Texas. Owner shall make all reasonable efforts to display the flag in accordance with Chapter 3100, Government Code; or current regulation to give respect to the flag.
- iii. Official or replica flag of any branch of the United States Armed Forces.

2.6.1.2 Political Flags or Banners must follow the same guidelines as signs listed the 79th Texas Legislature, Sec 202.009 effective June 18th, 2005 or current regulation which is currently listed as follows:

- i. Within 90 days prior to the elections to which the flag relates.
- ii. Before the 10th day after the election.
- iii. Limits each property to displaying only one flag for each candidate or ballot item.

2.6.1.3 Special interest Flags or Banners. Temporary celebratory flags or banners that are seasonal such as Hanukah, Christmas, New Years, Easter and any of the four seasons.

2.6.1.4 Sport team flags or banners such college teams or professional teams.

2.6.1.5 Such flags cannot contain language, graphics or any display that would be offensive to the ordinary person. No other political entity flags are allowed outside of those listed in section 2.6.1.1. OHOA reserves the right to remove a flag displayed in violation of these requirements.

2.6.2. Signs. Except for the permanent entrance signs for the Subdivision, no sign of any kind shall be displayed to the public view without the prior written approval of the ARC except for:

2.6.2.1 Other signs. For sale or lease; one sign per Lot. Security company signs.

2.6.2.2 Political signs must comply with Section 259.002, Texas Elections Code, or current regulation which is currently as follows:

The Association may prohibit any sign that:

- (1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
- (2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
- (3) includes the painting of architectural surfaces;
- (4) threatens the public health or safety;
- (5) is larger than four feet by six feet;
- (6) violates a law;
- (7) contains language, graphics, or any display that would be offensive to the ordinary person;
- (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists;
- (9) that is in excess of one sign advertising any candidate or measure for any election;
- (10) that is displayed on or before the 90th day before the date of the election to which the sign relates; or
- (11) that is displayed after the 10th day after that election date.

2.6.2.3 Special interests. Temporary celebratory signage such as birth of a baby, birthday, graduation, welcome home, teacher appreciation, yard of the month etc., may be displayed for no more than 30 days.

2.6.2.4 Such signage cannot exceed 3' X 5' or contains language, graphics or any display that would be offensive to the ordinary person. OHOA reserves the right to remove a sign displayed in violation of these requirements.

2.7. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof and no odors shall be permitted to

arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Garbage, recycle and compost containers shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way; provided, however, each containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas once a week for no longer than forty-eight (48) hours each time, for its respective collection. Compost may, however, be maintained for home gardening use.

2.8. Noise; Nuisances. No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located or placed on any portion of the Property. No noise or other nuisance shall be permitted upon any portion of the Property so as to be offensive or detrimental to any other portion of the surrounding homes or its occupants. No noxious or offensive activity shall be conducted on any portion of the Property. The Board, in its sole discretion, shall determine whether an action or activity constitutes a violation of this Section 2.8.

2.9. Condition and Repair of Improvements and Landscaping.

2.9.1 Structures and appurtenances thereto of every type and kind shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof. All windows in any Improvement on the Property facing any public or private right-of-way must be appropriate and aesthetic in the sole opinion of the Architectural Review Committee.

2.9.2 Within ninety (90) days of completion of construction on any Lot, all landscaping on each Lot shall at all times be properly maintained with all trees, shrubs and plantings properly pruned, yards regularly mowed, edged and raked and all areas kept free of trash, debris, weeds and overgrowth. Each owner shall keep all trees, shrubs, grass and plantings on such owner's Lot or Lots free of disease and insects consistent with good horticultural practice. Each owner shall maintain any trees over public walkways trimmed with clearance greater than 9' and any shrubs over fences or other plantings clear of public walkways. Without limiting the generality of the foregoing, each Owner shall promptly treat oak trees on their Lots that show symptoms of oak wilt or other life-threatening diseases in a manner consistent with good horticultural practice.

2.11.1. No mobile homes, buses, trucks (other than passenger vehicle trucks), graders, tractors or wagons shall be parked or placed on any Lot at any time; provided, however, construction equipment may be left on a Lot during construction on such Lot, but shall be removed as soon as such equipment is no longer needed in such construction. No travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private rights-of-way for longer than forty-eight (48) hours at a time.

2.11.2.

2.11.2.1. No junk vehicles, as defined as one with a non-current registration or one that does not run, or equipment, spare vehicle or equipment parts or other article deemed to be unsightly by the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private rights-of-way.

2.11.2.2. All garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view of adjoining property and public and private rights-of-way. No repair or maintenance work shall be done on any garden maintenance equipment or on any vehicle, other than minor emergency repairs, except in an enclosed garage or other structure. Gardens shall be permitted for household use only. Any type of vegetable garden is restricted to the back yard. Flower gardens in the front yard are considered acceptable.

2.11.2.3. No permanent recreational equipment, including but not limited to swing sets, playscapes, basketball hoops and nets or badminton nets, shall be permitted in the front yard of any residence on the Property. Basketball nets and soccer nets may be placed temporarily in the front yard during active use. Swing sets and playscapes must be placed in the back yard.

2.11.2.4. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household materials shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

2.12. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. Only the keeping of ordinary household pets such as dogs and cats, not to exceed three (3) each in number, is allowed; however, no breeding, raising, or boarding of such pets is permitted on any Lot. No dangerous animals as determined by the Board may be kept on any Lot for any period of time. All pets permitted by this Declaration to be kept on a Lot shall at all times be properly vaccinated and cared for. No poultry or livestock of any kind may be kept on any Lot for any period of time. All pets shall be kept on the owner's Lot and shall not be allowed to roam loose, and owners having pets shall keep their Lot and all other Lots free of offensive or unsanitary accumulations of waste from their pet.

2.13. Fences. Chain link and other open mesh, wire type fences may not be constructed or maintained on any Lot. The ARC may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. Fence on Lots facing or abutting any other Lot or Common Area must not exceed eight feet in height. All other fences must not exceed seven feet in height.

2.16. Exterior Lighting. All exterior lighting on any Improvement must be approved by the ARC; provided, however, Christmas and other holiday lights shall be permitted without prior approval. All lighting must be aesthetic in nature and not constitute a nuisance or hazard to the neighbors. The ARC will review any situation in which there is a question about appropriateness of the lighting and if provisions have been satisfied.

III.

ARTICLE 3 -ARCHITECTURAL COMMITTEE, Sections 3.1 through 3.9 of the Declaration, are amended to read as follows:

3.1. Membership and Duties of Architectural Review Committee (ARC).

3.1.1. The Committee: The ARC shall be composed of a minimum of 3 persons. The board may select additional members of the committee at such time as they deem necessary. Every effort shall be made to have committee members representing both sides of Vance Jackson.

3.1.2. Responsibility: The ARC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The ARC shall review Plans and Specifications submitted for its review and such other information as it may require relating to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The ARC shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein. The decision of the ARC shall be final and binding so long as it is made in good faith. The ARC shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes.

3.2. Term. Members shall serve for a period of not more than 2 years. The term of each member may be extended by the Board for 3 additional 1-year terms.

3.3. Board's Rights of Appointment. The Board shall have the right to appoint and remove all members of the ARC at any time as deemed necessary.

3.4. Review of Construction, Alteration or Removal of Improvements by the Architectural Review Committee (ARC).

3.4.1. Process: The Architectural Review Committee, herein known as the ARC, has the right to review and either approve or disapprove any and all changes to construction, alteration or removal of any improvement on any lot in the Oakland Heights Subdivision.

3.4.2. Document Submission: Any and all plans, specifications, drawings, sketches, a list of materials, construction samples and other pertinent information regarding the construction, alteration or removal of any improvement on any lot shall be submitted to the ARC for approval. Construction, alteration or removal shall not commence until the ARC has approved such plans and specifications in writing.

3.4.3. Required Documents: An owner proposing to construct, alter or remove an improvement shall submit an application to the ARC together with two (2) sets of plans and specifications describing the construction, alteration or removal. The ARC shall act on the plans and specifications within fifteen (15) calendar days of receipt. If the plans and specifications are revised, copies of the revisions shall be furnished to the ARC for approval.

3.4.3.1. Request for Additional Information: The ARC may request in writing that the owner submit any additional material and construction samples and information that they consider relevant in reviewing the plans and specifications for compliance with this declaration. Review by the ARC may be postponed until all requested information is received. Upon receipt of all requested information, the ARC shall act on the plans and specifications within fifteen (15) calendar days. The ARC may request additional information at any time it receives revised plans and specifications.

3.4.3.2. ARC Approval: If the ARC approves the plans and specifications, it shall mark both sets "Approved" and the date of approval, and retain one set for its records and return the other set to the owner. The owner must commence construction, alteration or removal within thirty (30) calendar days of the ARC's date of approval or such approval shall lapse. If construction, alteration or removal is not begun within the ninety (90) calendar day period, the owner may request up to two (2) fifteen (15) calendar day extensions explaining the reason for the delay.

3.4.3.3. ARC Disapproval: If the ARC disapproves the plans and specifications, it shall mark both sets "Disapproved" and the date of disapproval explaining the reasons for the disapproval, and retain one set for its records and return the other set to the owner. The owner may submit two (2) copies of revised plans and specifications to the ARC with notations sufficient to identify the revised portions. The ARC shall act on the revised plans and specifications within fifteen (15) calendar days after receipt. If the revised plans and specifications meet the requirements of this declaration, the ARC will mark them "Approved" and return one (1) copy to the owner and retain the other copy for its records. If the plans and specifications still do not meet the requirements of this declaration, the ARC will mark them "Disapproved" with the date of the disapproval explaining the reasons for the disapproval and return one (1) copy to the owner and retain the other copy for its records.

3.4.3.4. Presumed Approval: If the ARC fails to act on any submitted plans and specifications within fifteen (15) calendar days of receipt of all information requested, approval of the proposed construction, alteration or removal shall be deemed approved.

3.5. Actions of the Architectural Review Committee (ARC).

3.5.1. Approval of Submitted Documents by the ARC: A majority of all of the members of the ARC at a meeting is required for approval. In the event that the members of the ARC cannot agree by majority vote on any matter submitted to them, the matter will be elevated to the OHOA Board. The matter will then be decided by a majority of the Board members present, provided that a quorum of the Board is present.

3.5.2. Designation of Approval Authority within the ARC: The Chairperson of the ARC may designate in writing one (1) or (2) members of the ARC, or an agent acting on its behalf, to take action or perform any duties on behalf of the ARC in the event that the full membership of the ARC cannot convene.

3.6. Waivers to These Declarations.

3.6.1. Granting of Waivers: The ARC has the authority and may grant waivers to any of the restrictions contained in this Declaration EXCEPT restrictions listed in Sections 2.1, 2.2 and 2.5.

3.6.2. No Automatic Waivers for Future approvals: ARC approval or consent of any plans and specifications for any work proposed, in progress or completed shall not be deemed to constitute a waiver of the right to withhold approval or consent for future projects by the same or different owner.

3.7. Improvements Not Conforming or Not Approved: The ARC has the authority to inspect any and all work in progress to ensure compliance with the approved plans and specifications. If the construction or modification is not in compliance with the plans and specifications approved by the ARC, the ARC may require the Owner to restore the lot to the condition existing prior to the beginning of construction, alteration or removal.

3.8. Non-liability of ARC and Board Members: The ARC as well as its members and the Oakland Heights Owners Association Board as well as its members shall NOT be liable to any Owner or any other 3rd party due to the construction of any Improvement on the property or the creation of any obstruction to the view from such Owner's lot.

3.9. Address for Submittal of Documents Required by ARC:

3.9.1. Address: Plans and specifications that require approval by the ARC will be submitted to the then-current management company of the Association.

IV.

ARTICLE 4 -OAKLAND HEIGHTS OWNERS ASSOCIATION, INC., Sections 4.1 and 4.3 of the Declaration, are amended to read as follows:

4.1. Organization. The Association is a non-profit corporation charged with the duties and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.3. Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as Owners shall have one (1) vote for each Lot so owned.

4.5.6. To enter into contracts with other persons on such terms and provisions as the Board shall determine, and to acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

V.

ARTICLE 6 -MISCELLANEOUS, Section 6.1 through 6.7 of the Declaration, are amended to read as follows:

6.1. Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall continue in force without expiration.

6.2. Amendment. This Declaration may be amended by the recording in the Real Property Records of Bexar County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the number of votes entitled to be cast pursuant to Section 4.3.

6.3. No Warranty of Enforceability. While OHOA has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, OHOA makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold OHOA harmless therefrom.

6.4. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, electronically with electronic signature,

or by mail. If delivery is made by mail, it shall be deemed to have been delivered within five (5) working days (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.5. Interpretation. The provisions of this Declaration shall be construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

6.6. Utility Easements. OHOA shall have the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas owned, including but not limited to sewer and other pipelines, conduits, wires and any Improvement relating to a public utility function, subject to Section 2.15 hereof, with the right of access to the same at any time for the purposes of repair and maintenance.

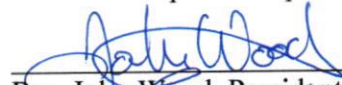
6.7. Name Change. In each instance in the Declaration in which the term Declarant is used it will be changed to OHOA. In each instance in the Declaration in which the term Architectural Committee is used, it will be changed to Architectural Review Committee (ARC).

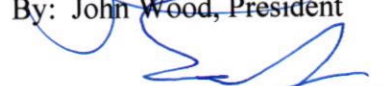
Except as amended hereby, the Declaration is hereby ratified and confirmed in its entirety.

We, the undersigned President and Secretary of Oakland Heights Owners Association, Inc. do, by our signatures below, hereby certify that at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes of the members of the Association entitled to cast a vote have approved the above and foregoing stated amendment, and as such it has been validly adopted pursuant to Article 6 of the Declaration.

Signed on the 28 day of July, 2021.

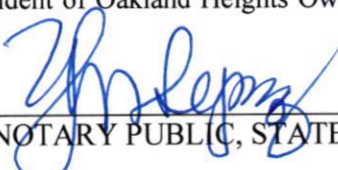
OAKLAND HEIGHTS OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation


By: John Wood, President

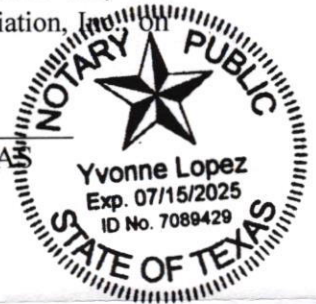

By: Ernest Herrera, Secretary

STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the above-named President of Oakland Heights Owners Association, Inc. on the date of execution set forth above.

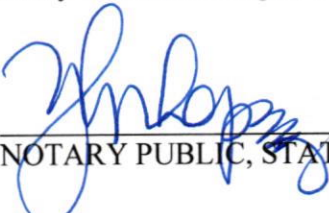


NOTARY PUBLIC, STATE OF TEXAS

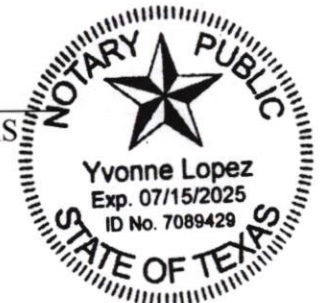


STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the above-named Secretary of Oakland Heights Owners Association, Inc., on the date of execution set forth above.

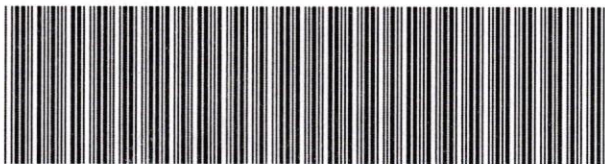


NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:
Tom L. Newton, Jr.
ALLEN, STEIN & DURBIN, P.C.
6243 IH 10 West, Suite 700
San Antonio, Texas 78201

4012 001/2140667



VG-7-2021-20210211219

File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Recorded Time: 1:45 PM
Total Pages: 13
Total Fees: \$70.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
8/2/2021 1:45 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk