

AMENDED AND RESTATED RESTRICTIONS FOR  
TREASURE OAKS ESTATES

THE STATE OF TEXAS       §  
COUNTY OF VICTORIA       §

WHEREAS, Steven Schulz, Carleen Schulz, Jennifer Ryann Rhode Jackson, Individually and as Independent Executor of the Estate of Annette Marie Rhode, Deceased, William Frederick Rohde, Rocky Lee Rhode, Mark Ratliff, Robert Ratliff, – Richard Lee Ratliff and Teresa Monteil Ratliff , Travis Tolbert, Barry Tolbert, , Danny E. Marshall, Sandra Marshall, Steven L. Sewalt, II, Kimberle S. Sewalt, Leanne Sisti, Jeffrey Caldwell, Heber S. Lacerda, Bethany Lacerda, Russell L. Scogin, Karoyn A. Scogin, Craig Mosman and Kimbralee Mosman,

all of Victoria County, Texas, hereinafter sometimes called ‘Owners’, being the owners of all the tracts in TREASURE OAKS ESTATES, a subdivision and addition to the County of Victoria, Texas, according to the established map and plat thereof duly recorded in the Map and Plat Records of Victoria County, Texas, to which reference is here made for all purposes;

WHEREAS, the owners desire to amend, restate and record certain restrictive covenants, conditions and limitations affecting all the tracts in said Treasure Oaks Estates, hereinabove referred to:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: Steven Schulz, Carleen Schulz, Jennifer Ryann Rhode Jackson, Individually and as Independent Executor of the Estate of Annette Marie Rhode, Deceased, William Frederick Rohde, Rocky Lee Rhode, Mark Ratliff, Robert Ratliff, - Richard Lee Ratliff and Teresa Monteil Ratliff , Travis Tolbert, Barry Tolbert, , Danny E. Marshall, Sandra Marshall, Steven L. Sewalt, II, Kimberle S. Sewalt, Leanne Sisti, Jeffrey Caldwell, Heber S. Lacerda, Bethany Lacerda, Russell L. Scogin, Karoyn A. Scogin, Craig Mosman and Kimbralee Mosman, for the purposes of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set forth do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become part of all Contracts of sale, Deeds and all other legal instruments whereby title and possession is divested out of the present owners of the above described properties and is vested in any other person or persons, to all of which the aforesaid owners do bind themselves, as the fee owners of said properties, all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Treasure Oaks Estates from the owners thereof, and said owners expressly retain and reserve in every part, tract, parcel and lot in said properties the proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

1. These restrictive covenants shall apply to the entirety of the lands described in Volume 7, Page 138, of the map or plat record of Victoria, Texas of Treasure Oaks Estates. It is the intent of the parties that the Restrictions for Treasure Oaks Estates previously filed in Volume 174, Page 509 of the Official Records of Victoria County, Texas are hereby amended and restated by these restrictions.

2. Treasure Oaks shall be governed by the Treasure Oaks Neighborhood Association Oversight and Review Panel ("TONA Panel") which shall be made up by the Owners and will have final authority on all decisions affecting Treasure Oaks and the Owners. The TONA Panel shall be organized as follows:

- a. **Members.** It is the intent of the parties that each of the eleven (11) lots in Treasure Oaks shall have one (1) home, each home will have one (1) vote, and there shall be one (1) representative for each vote (the "Voting Members") who shall collectively make up the TONA Panel. If an Owner does not desire to join the TONA Panel they will not be required, however, they will still be considered a Voting Member in the event that they join at another time. From time to time, there may also be individuals whom the TONA Panel have allowed to be present at meetings but do not live within Treasure Oaks (the "Non-Voting Members"). These individuals are referred to as “Neighboring Landowners” in a Road Maintenance Agreement executed around the same time as these Amended and Restated Restrictions for Treasure Oaks, said Road Maintenance Agreement being between the parties hereto and adjoining property owners. The Non-voting Members will be bound by the decisions of the TONA Panel, however, they will have no vote in TONA Panel meetings.

- b. **Purpose.** The TONA Panel will allow the owners to jointly consider and decide matters regarding subdivision oversight and review without the need for a homeowner's association. These matters may include but are not limited to the following: review of construction within Treasure Oaks Estates, violations of these Restrictions, matters affecting neighborhood health and welfare, and noxious or offensive activities. **It is the intent of the Owners that the TONA Panel will not collect any mandatory membership, maintenance, or any other type of fee nor will membership be required from the Owners.** The Owners may elect to voluntarily pool funds and also add funds from neighboring property owners and open bank accounts for the same purposes.
- c. **Officers.** The TONA Panel shall be directed by the Subdivision Manager and Assistant Manager who will each be elected from the owners to a two year term at the first TONA Panel meeting of the year. Officers may be replaced prior to the end of their two year term if decided by the TONA Panel. The Subdivision Manager, or Assistant Manager in their absence, is responsible for the administration and operations of the TONA Panel.
- d. **Meetings.** Meetings may be called by the Subdivision Manager, or Assistant Manager acting on the Subdivision Manager's authority, in order to manage the activities of or issues occurring within Treasure Oaks. Meetings may also be called at the request of a 5 or more Members who has filed a complaint against another Member in order to resolve said complaint. Quorum for decision-making meetings is 9 Voting Members.
- e. **Decision Making.** Once a meeting has been called that makes a quorum, then 51% majority of the present Voting Members will decide the outcome of any vote called during said meeting.

3. All tracts shall be restricted to single family private residences. As appurtenant to any residence structure in the subdivision, a garden house, servant's quarters, barn, shed, stall, or other building of permanent construction may be erected upon such residence tract if architecturally in harmony with said residence.

4. No tract shall be further divided and no homes will be constructed except in the event of destruction of the residence, in which a new home may be reconstructed.

5. Any building or other improvements on the tract will be maintained in good repair. Any building or other improvement on the land that is damaged or destroyed by fire, storm or any other means will be repaired or demolished within a six month period of time and the land restored to an orderly and attractive condition. No tract shall be further divided and no homes will be constructed except in the event of destruction of the residence, in which a new home may be reconstructed.

6. At such time as the owner of any tract in Treasure Oaks Estates shall desire to reconstruct a residence upon said tract, such owner shall first obtain written approval for such construction from the TONA Panel; all request for such approval shall include one set of floor plans showing dimensions and elevations, and specifications for such structure, which shall be submitted to the TONA Panel; all such requests, plans and specifications shall be submitted by certified mail, return receipt requested. All plans, request and specifications shall become the property of the panel after such submission, and approval or denial of such requests shall be made within two (2) weeks from the date of receipt of such request in each case; in the events that neither approval or denial has been made by the committee within such time period, then and in such event, approval shall be deemed given provided that all limitations, restrictions and conditions contained in this instrument are adhered to; in no event shall approval be deemed given where the owner of the tract in question has failed to submit a request, along with plans and specifications in accordance with the procedures of this paragraph.

7. No residence structure containing less than 1300 square feet of enclosed floor space (exclusive of porches, carports and garages) shall be erected or constructed on any tract. An exception would be for a temporary structure provided for in paragraph 8.

8. Any building or structure (except fencing) shall be located within the building lines set out on the recorded plat of Treasure Oak Estates as referred to above.

9. No residence shall be used as a boarding house or as a rooming house. A residence shall be considered a boarding house or rooming house when more than one person is provided board or lodging therein for hire regardless of the length of the stay.

10. No structure of a temporary character, whether trailer, mobile home, motor home,

basement, tent, shack, garage, or other outbuilding shall be used on any tract at any time as a temporary or permanent residence. It is the intent of this paragraph to restrict parties from permanently residing in the above described means on this property. An exception would be that parties could reside in a travel trailer or recreational vehicle temporarily for a maximum of twelve (12) months in the aggregate, unless said temporary housing presents any health hazards or is visibly offensive to other parties. Another exception would be that temporary stays in travel trailers and motorhomes by visiting guests is permitted for a maximum of thirty (30) days unless said temporary housing presents any health hazards or is visibly offensive to other parties. An extended stay beyond thirty (30) days is permissible only upon the written approval of the TONA Panel. The TONA Panel shall have final authority on use and duration of temporary housing. Non-compliance to these restrictions is grounds for the TONA Panel to require the use of the temporary structure to cease and corrective action taken by the owner to restore any hazardous or visibly offensive situation back to the standards set forth under these restrictions.

11. No signs or advertisements of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet in size advertising the property for sale or rent, or a sign of no greater size used by a builder to advertise the property during the construction and sales period. Sign for tract or ranch identification is allowed and should be appropriate and attractive.

12. Regardless of any provisions herein referring to animals or livestock, no swine shall be permitted on a tract except as 4-H and FFA projects.

13. Animals and livestock may be kept on tracts where adequate facilities, fences or cages have been provided and such facilities shall be maintained in a clean and sanitary condition. Animals will not be left tied or staked out. Personal pets are to be contained within the boundaries of their owner's tract, or under the owner's direct control if outside the owner's tract. Owners are personally responsible for their animal's safety and for good neighbor relations regarding their pets.

14. All pets, animals and livestock must have current rabies vaccination.

15. All tracts may be fenced to the road easement. All fencing shall be of consistent and attractive construction and maintained in good repair.

16. Mailboxes must be furnished by the tract owners and must be located only in the area designated for same by the TONA Panel.

17. The owners or occupants of all tracts shall keep weeds, grass, and shrubs thereon in a neat and attractive manner and shall be responsible for mowing cleared areas and ditches adjacent to their tract.

18. No tract owner shall restrict the flow of drainage on his tract as to alter drainage on other tracts.

19. No junk of any kind or character, or any accessory, parts or objects used with cars, boats, buses, trucks, trailers or house trailers or the like shall be kept on the property if visible from the road. Any non-operative automobile or similar vehicle left on the premises more than six (6) months not secured from view by a garage or similar structure may be removed by the TONA Panel and stored at the owner's expense.

20. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. No profession, business or commercial activity to which the general public is invited shall be conducted on any tract, including commercial warehouses, dog boarding, or manufacturing facilities.

21. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods often (10) years unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

In addition to these restrictions, TREASURE OAKS ESTATES, is also subject to the restrictions contained in Deed dated November 27, 1994, recorded in Volume 0151, pages 413-460 of the Official Records of Victoria County, Texas, executed by Nicole Lee Ruschhaupt, et al to Curtis Reece, Jr., et ux.

22. The owners reserve the right to dedicate the sixty foot access easement known as Treasure Oaks Road, as shown on map and plat of the subdivision, to the county for public road purposes.

23. If any party or parties hereto, or their heirs, assigns, or representatives, shall violate or attempt to violate any of the provisions of these restrictions and covenants of Treasure Oaks Estates it shall be lawful for any other person or persons owning any real property situated in Treasure Oaks Estates to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate and to recover damages.

24. If any one of these covenants or part thereof shall be invalid or unenforceable, whether by judgment, court order or any other legal reason, such invalidation or unenforceability shall in no way affect or invalidate any of the other provisions on which shall remain in full force and effect.

Executed \_\_\_\_\_, 2015

\_\_\_\_\_  
Steven Schulz

\_\_\_\_\_  
Carleen Schulz

\_\_\_\_\_  
Jennifer Ryann Rhode Jackson, Individually  
and as Independent Executor of the Estate of  
Annette Marie Rhode, Deceased

\_\_\_\_\_  
William Frederick Rohde

\_\_\_\_\_  
Rocky Lee Rhode

\_\_\_\_\_  
Mark Ratliff

\_\_\_\_\_  
Robert Ratliff

\_\_\_\_\_  
Richard Lee Ratliff

\_\_\_\_\_  
Teresa Monteil Ratliff

\_\_\_\_\_  
Travis Tolbert

\_\_\_\_\_  
Barry Tolbert

\_\_\_\_\_  
Danny E. Marshall

\_\_\_\_\_  
Sandra Marshall

\_\_\_\_\_  
Steven L. Sewalt, II

\_\_\_\_\_  
Kimberle S. Sewalt

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Leanne Sisti

\_\_\_\_\_  
Jeffrey Caldwell

\_\_\_\_\_  
Heber S. Lacerda

\_\_\_\_\_  
Bethany Lacerda

\_\_\_\_\_  
Russell L. Scogin

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Karoyyn A. Scogin

\_\_\_\_\_  
Craig Mosman

\_\_\_\_\_  
Kimbralee Mosman

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by  
Steven Schulz and Carleen Schulz.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by  
Jennifer Ryann Rhode Jackson, Individually and as Independent Executor of the Estate of  
Annette Marie Rhode, Deceased.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF VICTORIA     §

      This instrument was acknowledged before me on \_\_\_\_\_, 2015 by William Frederick Rohde.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF VICTORIA     §

      This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Rocky Lee Rhode.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF VICTORIA     §

      This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Mark Ratliff.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF VICTORIA     §

      This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Robert Ratliff.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §  
COUNTY OF VICTORIA     §

      This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Richard Lee Ratliff, and wife, Teresa Monteil Ratliff.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF \_\_\_\_\_ §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Travis Tolbert.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF \_\_\_\_\_ §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Barry Tolbert.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Danny E. Marshall and Sandra Marshall.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Steven L. Sewalt, II and Kimberle S. Sewalt.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Leanne Sisti.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Jeffrey Caldwell.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Heber S. Lacerda.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Bethany Lacerda.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Russell L. Scogin and Karoyn A. Scogin.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS     §

COUNTY OF VICTORIA     §

          This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Craig Mosman and Kimbralee Mosman.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas