

OAKRIDGE RANCH SECTIONS 1-10

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF COLORADO §

This FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF OAKRIDGE RANCH SECTIONS 1-10 (this "Declaration") is made effective on the date of filing of this instrument in the Official Records of Colorado County, Texas, by at least a majority of the owners of tracts within each section of Sections 1-10 of Oakridge Ranch subdivision.

RECITALS

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section One (Colorado County, Texas) was recorded in Volume 191, Page 306, of the Official Records of Colorado County, Texas (the "Section 1 Restrictions"), covering Oakridge Ranch Section One, as described by plat recorded in Slide 75 and revised in Instrument No. 43516, all of the Plat Records of Colorado County, Texas (the "Section 1 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Two (Colorado County, Texas) was recorded in Volume 200, Page 511, of the Official Records of Colorado County, Texas (the "Section 2 Restrictions"), covering Oakridge Ranch Section Two, as described by plat recorded in Instrument 42989 and corrected in Slide 76, all of the Plat Records of Colorado County, Texas (the "Section 2 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Three (Colorado County, Texas) was recorded in Volume 213, Page 583, of the Official Records of Colorado County, Texas (the "Section 3 Restrictions"), covering Oakridge Ranch Section Three, as described by plat recorded in Instrument No. 45392 of the Plat Records of Colorado County, Texas (the "Section 3 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Four (Colorado County, Texas) was recorded in Volume 229, Page 515, of the Official Records of Colorado County, Texas (the "Section 4 Restrictions"), covering Oakridge Ranch Section Four, as described by plat recorded in Instrument No. 48528 of the Plat Records of Colorado County, Texas (the "Section 4 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Five (Colorado County, Texas) was recorded in Volume 229, Page 524, of the Official Records of Colorado County, Texas (the "Section 5 Restrictions"), covering Oakridge Ranch Section Five, as described by plat recorded in Instrument No. 48529 and amended in Instrument No. 51074, all of the Plat Records of Colorado County, Texas (the "Section 5 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Six Colorado County, Texas was recorded in Volume 249, Page 336 of the Official Records of Colorado County, Texas (the "Section 6 Restrictions"), covering Oakridge Ranch Section Six, as described by plat recorded in Instrument No. 192 of the Plat Records of Colorado County, Texas (the "Section 6 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Seven Colorado County, Texas was recorded in Volume 253, Page 656 of the Official Records of Colorado County, Texas (the "Section 7 Restrictions"), covering Oakridge Ranch Section Seven, as described by plat recorded in Instrument No. 1056 of the Plat Records of Colorado County, Texas (the "Section 7 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Eight Colorado County, Texas was recorded in Volume 256, Page 773 of the Official Records of Colorado County, Texas (the "Section 8 Restrictions"), covering Oakridge Ranch Section Eight, as described by plat recorded in Instrument No. 1525 of the Plat Records of Colorado County, Texas (the "Section 8 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Nine Colorado County, Texas was recorded in Volume 268, Page 789 of the Official Records of Colorado County, Texas (the "Section 9 Restrictions"), covering Oakridge Ranch Section Nine, as described by plat recorded in Instrument No. 3773 of the Plat Records of Colorado County, Texas (the "Section 9 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Ten Colorado County, Texas was recorded in Volume 283, Page 465 of the Official Records of Colorado County, Texas (the "Section 10 Restrictions"), covering Oakridge Ranch Section Ten, as described by plat recorded in Instrument No. 5302 of the Plat Records of Colorado County, Texas (the "Section 10 Property");

WHEREAS, the Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Restrictions shall be collectively referred to herein as the "Restrictions";

WHEREAS, the Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Properties, along with any amended plats or replats thereto, shall be collectively referred to herein as the "Property" or the "Subdivision";

WHEREAS, pursuant to the Restrictions, a majority of owners of tracts within each section of the Subdivision may amend the Restrictions and desire to do so by this Declaration;

WHEREAS, the undersigned owners of tracts within the Subdivision desire to amend the Restrictions for the benefit of the present and future owners of the Property; and

WHEREAS, when recorded, this Declaration fully restates, replaces, and supersedes the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract, or deed:

1. DEFINITIONS.

- a. "ACC" means the Architectural Control Committee established in this Declaration.
- b. "Association" means and refers to The Oak Ridge Improvement Association, Inc., a Texas nonprofit corporation.
- c. "Board" means the Board of Directors of the Association.
- d. "Declaration" means this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Sections 1-10.
- e. "Dedicator Instruments" means this Declaration and the certificate of formation, bylaws of the Association, rules of the Association, and standards of the ACC, as amended.
- f. "Residence" means a site built home designed for and used as a dwelling including a barndominium.
- g. "Structure" means other buildings except a residence.
- h. "Tract" means any lot or parcel of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the lot or parcel.
- i. "Owner" means the Person(s) holding fee-simple interest in any portion of the Property, but does not include the holder or holders of any mortgage or deed of trust covering any portion of the Property given to secure payment of a debt.
- j. "Property" or "Subdivision" means Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Properties, along with any amended plats or replats thereto.
- k. "Restrictions" means Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Restrictions.

- I. "Emergency" means an urgent, unexpected, and usually dangerous situation that poses an immediate risk to health, life, property, or environment and requires immediate action.

2. LAND USE.

All tracts will be used solely for single family residential use, except as otherwise provided herein.

No Tract may be used for purposes of conducting any business, trade, manufacturing, commercial or similar activity, apparent or detectable by sight, sound or smell from outside a Tract. Business activity must be consistent with the character of the Subdivision, and not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Subdivision. The terms "business" and "trade," as used in this section, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration. Notwithstanding the foregoing, no ranching, farming, gardening or home office business (which is conducted solely within the residence) is prohibited.

No tract may be leased for the purpose of hunting.

The following will not be permitted on any Tract: a cemetery, a church (but a private or family chapel is not prohibited), waste disposal sites, landfills, dumping grounds for rubbish or accumulation of discarded appliances and furniture. No outside toilet will be installed or maintained on any Tract (portable toilets are allowed during construction), and all plumbing will be connected with a sanitary septic tank or other system approved by Colorado County and the State of Texas or other governmental authority.

3. SHORT TERM LEASING PROHIBITED.

No Tract may be leased for any purpose other than single-family residential purposes. Single-family residential purposes do not include, and expressly excludes, a lease for transient housing (including, but not limited to, a hotel, motel, tourist home, tourist court, lodging house, inn, rooming house, bed and breakfast, vacation rental such as Airbnb, VRBO, etc., or corporate lodging), for a duration of less than ninety (90) days.

The lease must be in writing. The name of the tenant and the start and end dates of the lease must be provided to the Association prior to the commencement of the lease term. The start and end dates of any renewal agreement must also be provided to the Association.

The Owner must provide the lessee with copies of the Dedicatory Instruments as a condition of entering into the lease. The lease shall provide that the tenant and all occupants of the leased Tract are bound by and obligated to comply with the Dedicatory Instruments.

The Owner of a leased Tract is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Dedicatory Instruments against the Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Dedicatory Instruments against the Owner's tenant.

No Tract may be occupied by more than one (1) single-family.

In addition, short-term rental activity prohibited under this Declaration will be considered a continuing violation if the Tract continues to be advertised for lease periods shorter than the minimum term set forth herein.

Failure by the tenant or the tenant's invitees to comply with the Dedicatory Instruments will be deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Declaration.

The Board is authorized to grant exceptions to the requirement that a lease be for a period of at least ninety (90) days in instances of substantial hardship. Examples of substantial hardship include, by way of example and not by limitation, the need for short-term housing due to a fire or other casualty event or an unexpected delay in the construction of a home necessitating short-term housing. The Board has the exclusive authority to determine whether such an exception is granted and its determination is binding on all parties. The provisions do not apply in instances where an Owner sells his or her Tract and delivers the Tract to the buyer according to a temporary residential lease form promulgated by the Texas Real Estate Commission.

The term "leasing" as used in herein means occupancy of a Tract by any person other than the Owner, for which the Owner received consideration or benefit.

The term "single-family" as used herein means any number of persons related (i) within the second degree of consanguinity; (ii) within the second degree of affinity; or (iii) by a legal guardianship, living with not more than two (2) people who are not so related as a household unit.

4. BUILDING LOCATION.

Section 1 Property

All site-built homes, mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other residential units shall be located not less than fifty feet (50 ft.) from the front property line of any Tract within the Section 1 Property.

Section 2-10 Properties

For any Tract within Section 2-10 Properties, all mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other temporary or mobile structures shall be located so as to be hidden from view and out of sight from the road. Any of the above should be in maintained condition and not left in a state of disrepair or dilapidated.

Site-built homes shall be located not less than two hundred feet (200 ft.) from the front property line of any Tract within Section 2-10 Properties.

Section 8 Lot 1 Property

For Lot 1, as shown on the plat for the Section 8 Property, which shall be located not less than fifty feet (50 ft.) from the front property line of such Tract.

5. TRACT MAINTENANCE.

Every Tract, including, without limitation, any and all improvements and Structures on any Tract, shall be maintained in a clean, neat, and attractive condition, as determined by the Board in its sole discretion. No garbage, trash, unlicensed vehicles, or rubbish of any kind shall be allowed or permitted to accumulate on any Tract. All personal property shall be located behind the residence and out of sight from the road.

6. PRIVACY FENCING.

Fences constructed as "privacy fences" are permitted, provided that such fencing shall be located not less than one hundred and fifty feet (150 ft.) from the property line of any Tract. No privacy fencing may be located on the property line of any Tract.

7. PETS, LIVESTOCK, AND POULTRY.

The term "livestock" will mean and include horses, mules, donkeys, cows, goats, sheep, emus, ostriches, and llamas. Pets, livestock, and poultry may be kept, bred, and maintained on any Tract under the following conditions:

- a. All pets, livestock, and poultry must be restrained or confined to an Owner's Tract by fence or other means.
- b. Herd counts should not exceed state recommendations defined in State of Texas Agriculture Exception Definitions.
- c. No more than one (1) hog or swine may be bred, kept, or maintained on any Tract, and may only be bred, kept, or maintained for personal consumption or show competition.
- d. No more than five (5) poultry animals per acre may be kept or raised on any Tract, and may only be kept or raised for personal consumption or show competition.
- e. Commercial stables are not permitted on any Tract.

- f. Commercial feed lots are not permitted on any Tract.
- g. Commercial dog kennels are not permitted on any Tract.
- h. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

8. BUILDING TYPES.

Site-built Homes and barndominiums shall be constructed of new materials and have a minimum of twelve hundred square feet (1,200 sq. ft.) of climate-controlled area.

The exterior of all single-family residences shall be constructed of brick, steel, stone, stucco, masonry veneer, concrete, log or cedar as approved by the Architectural Control Committee. All single-family residences shall be designed in a traditional or contemporary style.

Barns and outbuildings must be constructed of new materials and be placed on the tract in such a manner so as not to detract from the residential character of the property.

The Architectural Control Committee is authorized, in its sole discretion, to grant a deviation from the requirements of these restrictions.

9. GARBAGE AND REFUSE DISPOSAL.

No portion of the Property shall be used as a waste disposal site, landfill, or dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition and screened from view from adjacent Tracts and roadways.

No portion of the Property shall be used for a junk yard, wrecked car storage or disposal, or salvage yard operation. The terms "wrecked car storage or disposal" and "salvage yard operation" shall mean a commercial enterprise or business which derives a material portion of its income from the dismantling of wrecked, damaged or decommissioned vehicles in order to sell parts or scrap metal from such vehicles.

10. ARCHITECTURAL CONTROL COMMITTEE.

- a. Establishment
 - i. Purpose. The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, and Structures within the Subdivision are aesthetically compatible and conform to this Declaration and any other Dedicatory Instruments.
 - ii. Members. The ACC consists of at least three (3) persons appointed by

the Board. The Board may remove or replace an ACC member at any time. A person may not be appointed to serve on the ACC if the person is a current member of the Board, a spouse of a current member of the Board, or a person residing in the household of a current member of the Board.

- iii. Term. ACC members serve until replaced by the Board or they resign.
- iv. Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose.

b. Plan Review

- i. Required Review by ACC. No Residence may be erected on any Tract, unless an ORIA Landowner Request to the Architectural Control Committee Plan and Specifications Approval Request form and two complete sets of elevation or site plans have been submitted to and approved by the ACC. The plans must show location of the Residence. One set of all submitted documents will be returned to the Owner or his or her builder upon the approval by the ACC.
- ii. Procedures.
 - A. Complete Submission. Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - B. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.
 - C. Inspections. The ACC shall have the right to designate one of its members or an agent of the ACC to enter onto a Tract or Property for purposes of inspecting, from time to time during any construction period, any Residence being constructed thereon to ensure compliance with approved plans and specifications.
- iii. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within ten (10) days after timely notice of appeal is given. The determination by the Board is final.
- iv. Records. The ACC will maintain written records of all requests

submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made.

- v. No Liability. The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

11. Mobile Homes, Travel Trailers, Temporary Buildings, and Recreational Vehicles.

No mobile homes, mobile home parks, temporary buildings, or manufactured homes may be parked, used, or placed on a Tract. One (1) recreational vehicle or travel trailer, not used as a dwelling, may be kept on a Tract provided it is screened from view from adjacent Tracts and roadways. No Tract will be used for the leasing of parking spaces for recreational vehicles or mobile homes. Notwithstanding anything in the foregoing to the contrary, children's playhouses, dog houses, greenhouses, gazebos, and buildings for storage of equipment will not be prohibited.

If, on the effective date of this Declaration, any manufactured home is situated on a Tract in violation of this section, such pre-existing condition shall continue to be allowed until such time as the manufactured home falls into disrepair, as determined by the Board in its sole discretion, or is permanently removed. Repair to and replacement of any such manufactured home shall be allowed. The term "permanently removed" as used herein is defined as any term longer than thirty (30) days.

The Board is authorized, in its sole discretion, to grant a variance from this section and allow the use of a manufactured home as a residence in a hardship case.

12. PROHIBITION OF OFFENSIVE ACTIVITIES.

No noise or other nuisance shall be permitted to exist or operate upon any portion of the Subdivision so as to be offensive or detrimental to any other portion of the Subdivision or to its occupants.

No exterior lighting of any sort will be installed or maintained on a Tract where the light source is offensive or a nuisance to neighboring property.

No activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) it is the type of action that usually happens in a home, (c) no additional traffic, that would not be there normally is created, (d) nothing dangerous is present; and (e) does not create a nuisance or annoyance to any other portion of the Subdivision or to its occupants.

Quiet Time starts at 10 p.m. and continues until 7 a.m. Quiet Time means there shall be no loud music or other disturbances. The emission of noise over 75 decibels (dB) shall be a violation of this restriction.

The Board shall have the sole and absolute discretion to determine what constitutes a nuisance, an annoyance, or a disturbance.

13. RESUBDIVISION.

No Tract may be further subdivided.

14. ACCESS TO ADJOINING PROPERTY OUTSIDE THE SUBDIVISION.

No Tract may be used as an access easement for a road to a tract outside the Subdivision with the intent to develop that outside tract and utilize the existing roads in the Subdivision.

15. DRIVEWAYS.

Driveways shall be constructed of all-weather materials. A minimum eighteen-inch (18 inch) culvert in the road ditch is required.

16. EASEMENTS.

The Association has easements for the installation and maintenance of any and all utilities and drainage facilities as shown on the plats of the Subdivision. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Subdivision and the Owners and are reserved and created in favor of all utility companies serving the Subdivision. The Association has an easement over and across all parkways, roads and common areas shown on the plats of the Subdivision. The access easements shown on the plats of the Subdivision are for the exclusive use of the Association.

17. THE OAK RIDGE IMPROVEMENT ASSOCIATION

a. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles of Incorporation and Bylaws or in this Declaration. Neither the Articles of Incorporation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

b. Membership of Association. Any person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Tract that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Tract.

c. Voting Rights. Each member shall be entitled to one (1) vote for each Tract owned. When more than one (1) person holds such interest or interests in any tract, all such persons shall be members, and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract.

d. Powers and Functions of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

- i. Enforce and collect all dues, liens, and other amounts payable to the Association.
- ii. Collect and expend the Maintenance and Recreation Fund, in the interest of the Subdivision.
- iii. Enforce these covenants and restrictions by appropriate proceedings.
- iv. Maintain the common roads in the Subdivision in a smooth, passable condition free from obstructions.
- v. Maintain any and all recreational facilities constructed by the Association for the benefit of all property owners in the Subdivision.
- vi. Hold annual election of board members.

18. MAINTENANCE AND RECREATION FUND.

- a. Annual Dues. Each Owner, whether it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual dues, established and collected by the Board. Until changed by the Board, the annual dues shall be SIX HUNDRED Sixty AND NO/100 DOLLARS (\$660.00) per Tract. The Board may change the annual dues, but no change in any annual dues shall exceed more than ten percent (10%) of the annual dues charged for the prior year without the approval of at least 67% of the Members of the Association. Any increase to the annual dues shall be justified by providing Owners an annual budget substantiating any increase at least sixty (60) days prior to the effective date of the increase. All dues, and charges levied pursuant to this Declaration, together with such interest thereon and costs of collection thereof, is a charge on the land affected thereby and is secured by a continuing lien which is hereby reserved in favor of the Association upon each tract against. Each such annual dues shall also be the personal obligation of the person who was the owner of the tract at the time when each such assessment became due and payable.
- b. Purpose of Dues. The annual dues levied by the Board shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (the "Maintenance and Recreation Fund"). The Board shall use the Maintenance and Recreation Fund for expenses incurred for any of the following reasons: maintenance of the private road and operation and maintenance of recreational facilities. The Board's decisions shall be final as to the use of the Maintenance and Recreation Fund and the members of the Board shall be free

from liability for actions within the Board's function unless gross negligence is proven.

Dues received in excess of fiscal year expenditures shall be deposited in a Capital Improvement Account and reported as such to the landowners on the Association's Balance Sheet. This Capital Improvement Account shall be a separate banking account from the routine operating bank account. The Board may access from the Capital Improvement Account up to 20% of the annual operating budget to fund capital improvements per fiscal year. The Board may not access more than 20% of the annual operating budget from the Capital Improvement Account in any fiscal year without first obtaining approval of at least 67% of the Members present at a Emergency Meeting called for such purpose. Such Emergency Meeting would not be restricted to the 10 day notice and agenda posting requirement as specified otherwise in the By-Laws.

An Owner is liable to the Association for damage to the private road caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

- c. Collection. The annual dues shall be payable annually on or before the first day of June.
- d. Effect of Nonpayment. Any dues which are not paid when due shall be delinquent. If the annual dues is not paid within thirty (30) days after the due date and no payment arrangements have been approved by the Board, any unpaid dues shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Board, on behalf of the Association, may bring an action at law against the Owner or foreclose the lien against the Tract and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such dues.

19. TERM.

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of Ten (10) years from the date these covenants are recorded with the County Clerk of Colorado County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the Owners of 67% of Tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

20. ENFORCEMENT.

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the Association. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

21. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

22. EXCEPTIONS TO LOT 8-1.

Lot 8-1, as shown on the plat for the Section 8 Property may be used by the Association for the maintenance and storage of equipment reasonably necessary for maintaining common areas, road and utility rights of way and real property within the Subdivision. The Association will have the right to construct or locate upon Lot 8-1 improvements as are necessary to accomplish these purposes, in the sole discretion of the Board.

23. OWNERS CONTACT INFORMATION.

All Owners' contact information (i.e., names, mailing addresses, email addresses, phone numbers, etc.) shall be shared between the three organizations within the Subdivision those being the Association, Oakridge Ranch Wildlife Management Association ("ORWMA") and Oakridge Volunteer Fire Department ("OVFD").