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State of Texas

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County of Guadalupe

## Amendment and Modifications to Covenants, Conditions and Restrictions

### The Oasis at Lake Dunlap

Reference is made to the Oasis at Lake Dunlap Subdivision Declaration of Covenants, Conditions and Restrictions, filed on record in Vol. 2387 Page 0210-0233 of the Official Public Records of Guadalupe County, Texas (the "Declaration").

Reference is further made to Amendments, Modifications and Rescission to Covenants, Conditions and Restrictions for Oasis at Lake Dunlap, filed on record in Vol. 2776 Page 0779-0781, Vol. 2981 Page 0799-0801, , Vol. 3050 Page 0206 and Vol. 3065 Page 0844-0845 of the Official Public Records of Guadalupe County, Texas (the "Declaration Amendment or "Declaration Rescission Amendment"

Article IX, Section 9.02 of the Declaration describes permissible methods for amending the Declaration. By signing below, the President and Secretary of The Oasis at Lake Dunlap Homeowners Association ("Association") acknowledge and affirm the methods and requisites for amending the Declaration have been met and amendment is hereby affirmed.

#### Amendments

**Article I Section 1.02 is hereby DELETED and REPLACED in its entirety with the following:**

1.02 Architectural Committee Rules. "Architectural Committee Rules" (hereinafter sometimes "Committee Rules") shall mean the rules adopted or referred by the Architectural Committee.

**Article I Section 1.12 is hereby DELETED and REPLACED in its entirety with the following:**

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, mailboxes, screening walls, retaining walls, stairs, decks, front yard landscaping, driveways, rain water collection system components, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, dish-type antennas, solar energy devices, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. Any protrusions from the structure cannot be visible from the street immediately in front of the structure without specific exception by the Architectural Committee.

**Article I Section 1.12.1 is hereby ADDED with the following:**

1.12.1 Landscape. "Landscape" shall mean a combination of planted trees, shrubs, vines, ground cover, flowers and lawns. Landscaping may also include xeriscaping. In addition, the combination or design may include rock and such structural features as fountains and benches. Landscape will be designed to prevent soil erosion and take into account the effect on drainage from resident property to adjacent properties. The selected combination of objects for landscaping purposes shall be arranged in a harmonious manner.

**Article I Section 1.22 is hereby DELETED and REPLACED in its entirety with the following:**

1.22 Recreation and Open Space. Block 3 Lot 3 of the Oasis at Lake Dunlap shall be dedicated to The Oasis at Lake Dunlap Homeowners Association. Owned in equal parts by all Members of the Association that has an undivided interest in deeded property in the Oasis at Lake Dunlap. All maintenance, property taxes and liability for Block 3 Lot 3 shall be the sole responsibility of the Association.

**Article III Section 3.05 is hereby DELETED and REPLACED in its entirety with the following:**

3.05 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property that is offensive or detrimental to any other portion of the property or to its occupants.

**Article III Section 3.06 is hereby DELETED and REPLACED in its entirety with the following:**

3.06 Construction of Improvements. No improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee. Once the Architectural Committee approves an improvement, it must proceed diligently and be completed within 1 year from the approval date.

**Article III Section 3.10 is hereby DELETED and REPLACED in its entirety with the following:**

3.10 Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted accept in a contained unit and continuously attended.

**Article III Section 3.11 is hereby DELETED and REPLACED in its entirety with the following:**

3.11 Temporary Structures. No tent, shack, or other temporary building, improvement or prefabricated structure shall be placed upon the Property for more than 3 days each month without the prior written approval of the Architectural Committee. Temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of the Architectural Committee. Such approval is to include the nature, size, duration, and location of such structure.

**Article III Section 3.12 is hereby DELETED and REPLACED in its entirety with the following:**

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. Water wells will be for domestic purposes only.

**Article III Section 3.15 is hereby DELETED and REPLACED in its entirety with the following:**

3.15 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee. The architectural Committee 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 let be visible from other portions of the Property. No wire fence(s) may be erected within a lot perimeter or boundary line unless it is appropriately screened from view and approved by Architectural Committee.

**Article III Section 3.17 is hereby ADDED with the following:**

3.17 Maintenance of lots. All Lots, to include drainage easements, shall be regularly maintained by Owners to ensure weeds and grass are cut, debris/trash/garbage removed, and all dead trees, brush and limbs removed.

**Article IV Section 4.06 is hereby DELETED and REPLACED in its entirety with the following:**

4.06 Set-Back Requirements. No improvement shall be located or erected nearer to any Lot line bordering a street right-of-way as indicated by the building set-back line shown on the plat except as permitted by the Architectural Committee, or as shown on any plat filed and recorded. Minimum side yards will be established to maintain a minimum of ten (10) feet to any interior Lot line, and minimum rear yards will be established to maintain a minimum distance of twenty-five (25) feet from any rear Lot line. For the purposes of this Section 4.06, eaves, steps, open porches, driveways, fences or landscaping shall not be considered as part of any Improvement; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot. With respect to corner Lots, the Architectural Committee shall determine the facing direction of all structures, including garages and accessory buildings, and its decision upon such matters shall be final.

**Article IV Section 4.09 is hereby DELETED and REPLACED in its entirety with the following:**

4.09 Landscaping Requirements. All lots will have front and side yards landscaped within 6 months after occupancy. Back yards will be landscaped within 1 year of occupancy if no fence is constructed within that time. Delays due to weather must be submitted in writing justifying delay(s) to the Architectural Committee for approval per section 7.12 herein.

**Article V Section 5.04(A) is hereby DELETED and REPLACED in its entirety with the following:**

(A) Notices. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association, and shall specify the place, day hour and purpose of the meeting including an agenda of the items proposed to be considered. It is each Owner's responsibility to

ensure a correct postal address is provided to the Association Manager and Board. Otherwise, the address listed on county tax records will be used as the mailing address to contact the owner.

**Article VII Section 7.01 is hereby DELETED and REPLACED in its entirety with the following:**

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. A current list of Architectural Committee members can be obtained through the Board or Association Manager.

**Article VII Section 7.03 is hereby DELETED and REPLACED in its entirety with the following:**

7.03 Advisory Members. The Voting Members may from time to time designate Advisory Members. Advisory members may be asked to participate in an architectural review if the review applicant is also a member of the Architectural Committee. An Architectural Committee Member will not be a part of the reviewing or approving of their personal improvement submissions.

**Article VII Section 7.07 is hereby DELETED and REPLACED in its entirety with the following:**

7.07 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 9.06 and 9.07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee 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, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall review Plans and Specifications submitted for its review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Committee, it may postpone review of any Plans and Specifications submitted for approval.

No improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with the established architecture of the neighborhood as approved by the Architectural Committee. The Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set force in the preceding sentence and the decision of the Committee shall be final and binding so long as it is made in good faith. The

Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

**Article VII Section 7.09 is hereby DELETED and REPLACED in its entirety with the following:**

7.09 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans, Specifications or Improvements for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans, Specifications or Improvements, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

**Article VII Section 7.12 is hereby DELETED and REPLACED in its entirety with the following:**

7.12 Address. Plans and Specifications for Improvements shall be submitted to the Association Manager. In the absence of the Association manager, Plans and Specifications for Improvements shall be submitted to the Board President.

**Article VIII Section 8.07 is hereby DELETED and REPLACED in its entirety with the following:**

8.07 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its function under these restrictions, including a reasonable provision for contingencies and appropriate replacement reserves. Except in the case of Special assessments as provided for herein, uniform and equal assessments sufficient to pay such estimated expenses shall then be levied, subject to the provisions of election 8.10 herein. If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may, at any time, and from time to time, levy further assessments in the same manner as provided herein. All regular assessments shall be due and payable to the Association during the fiscal year in one (1) annual installment on or before the first day of January, or in such a manner as the Board, in its sole and absolute discretion, may designate.

**Article VIII Section 8.10 is hereby DELETED and REPLACED in its entirety with the following:**

8.10 Collection of Regular Assessments. This amendment establishes the annual assessment at \$275 (two hundred seventy five) per Lot, and shall be payable beginning January 1, 2013. The Board shall thereafter fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each January 1, and shall fix the date such amounts shall become due. From and after January 1, 2013, the annual assessment may be increased each year not more than ten percent (10%) above the annual assessment for the previous year without approval of the membership entitled to cast two-thirds (2/3) of the total votes outstanding at a meeting duly called for this purpose. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by the Association Manager or in the absence of the Association

Manager an officer of the Association, setting forth whether the assessment against a specific Lot has been paid.

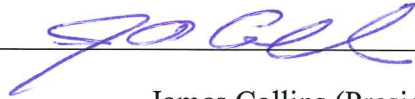
**Article IX Section 9.02(B) is hereby DELETED and REPLACED in its entirety with the following:**

(B) Owners. In addition to the method in Section 9.02(A) this Declaration may be amended by the recording in the Guadalupe County Deed Records 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 sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.03.


**Article IX Section 9.05 is hereby DELETED and REPLACED in its entirety with the following:**

9.05 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, mail or by email. If delivery is made by email or mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than Sunday or legal holiday) sent via internet addressed to the Owner as his email address appears on the books of the Association or after a copy of the same has been deposited in the United States Postal Service mail postage prepaid, addressed to the Owner as his mailing address appears on the books of the Association. It is each Owner's responsibility to ensure a correct postal mailing address and email address is provided to the Association Manager and Board. Otherwise, the address listed on county tax records will be used as the mailing address to contact the owner.

THIS AMENDMENT to the Declaration, Declaration Amendments or Declaration Rescission Amendment is made the 4<sup>th</sup> day of January 2012, by Oasis at Lake Dunlap Homeowners Association, Inc., a Texas non-profit corporation.



James Collins (President)



Tom Steiger (Secretary)

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me, the undersigned authority, on this day personally appeared James Collins, Craig Rickaway and Thomas Steiger who are Board of Directors of The Oasis at Lake Dunlap Homeowners Association, LLC a Texas corporation, known to me to be the officers whose name is subscribed to the foregoing instrument and acknowledged to me that they had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 4<sup>th</sup> day of January, 2013.



[Notary Seal]

*Linda A. Kempe*

Notary Public, State of Texas

Linda A. Kempe

Printed Name

My commission expires: 01/26/17

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This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the clerk shall stamp the recording information at the foot of the last page of the document.

This page becomes a part of the document identified by Document Number 13-954 affixed on the first page of this document.

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13 JAN -7 AM 9:19

TERESA KIEL  
COUNTY CLERK GUADALUPE COUNTY  
BY [Signature]

STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.



[Signature]  
TERESA KIEL  
Guadalupe County Clerk

Patton Assoc Mgmt  
→ 1000 N Walnut St 202  
New Braunfels TX 78130