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DECLARATION OF RESTRICTIVE COVENANTS

16 Pages

Parties: WHITEOAK SHORES OWNERS ASSOCIATION ETAL

to

WHITEOAK SHORES OWNERS ASSOCIATION

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Kelley Price, County Clerk Wood County, Texas	



STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded in the named records of Wood County, Texas.

Kelley Price, County Clerk

Recorded By: Christan Robinson, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

WHITEOAK SHORES OWNERS ASSOCIATION
PO BOX 543

YANTIS, TX 75497



**AMENDED WHITEOAK SHORES OWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPROVED BY WHITEOAK OWNERS ASSOCIATION BOD OF DIRECTORS TO COMPLY
WITH CHAPTER 209 OF TEXAS PROPERTY CODE ON AUGUST 25, 2012 AND
SEPTEMBER 15, 2012**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") executed by WHITEOAKSHORES OWNERS ASSOCIATION, a Texas non-profit corporation ("Declarant").

RECITALS

- A. Declarant has the authority to amend this Declaration with three fifths (60%) of the total votes allocated.
- B. Declarant intends that the WHITEOAK SHORES property is developed as a single-family sub division (the Subdivision").
- C. Declarant desires to now establish Covenants, Conditions and Restrictions upon the WHITEOAK SHORES Property and each and every Lot contained therein, in order to establish a general plan for the future development of the WHITEOAK SHORES Property.
- D. Declarant has established Owners Association Lots and easements on, over and across portions of the WHITEOAK SHORES Property for the mutual benefit of all present and future Owners of Lots within the WHITEOAK SHORES Property.
- E. Declarant further desires to create an Owners Association (i) to preserve, operate and maintain the Owners Association Lots, and common properties (ii) to administer and enforce these Covenants, Conditions and Restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and/or Association By-Laws, and (iv) to perform such other acts as shall generally benefit all of the property hereinafter described.
- F. The Declarant shall charter the Association under the Texas Non-Profit Corporation Act for the purposes of assuring compliance with the terms of these Covenants, Conditions, and Restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and By-laws, and shall have all of the powers set forth in the Articles and By-laws. Declarant and the Board shall never be under any obligation to enforce the Covenants, Conditions and Restrictions and other terms of this Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, or the Board of Directors.

Declarant hereby covenants, agrees and declares that (a) the Lots and common property shall be held, sold, transferred and conveyed subject to the easements, Covenants, Conditions and Restrictions set forth in this Declaration; (b) these Covenants, Conditions and Restrictions, easements, dues, assessments and delinquencies shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereafter, and shall inure to the benefit of each Owner of all or a part of the property.

Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot or Lots. This Declaration amends, supersedes, and totally replaces the previously filed Declaration and Declaration Amendments, the original Declaration being recorded in Volume 1369 Page 475 and amendment recorded in Volume 1435 Page 224 and further effected by Amendment recorded in Instrument # 00075029, Volume 02262 Page 00019 and further affected by Amendment dated 3/14/2009, recorded in Document number 2009-00003963, of the Official Public Records of Wood County, Texas.

Chapter 209 of The Texas Property Code interpretation not contained in Covenants, Conditions, and Restrictions or Bylaws.

ARTICLE I

DEFINITIONS

The terms in quotations used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

- Sec. 1.1** "ACC" shall mean and refer to the Architectural Control Committee for the Property. The Committee Members shall serve at the direction of the Board.
- Sec. 1.2** "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.
- Sec. 1.3** "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.
- Sec. 1.4** "Assessments" shall mean Regular Assessments and Special Assessments as defined below.
- (a) "Regular Assessment" shall mean and refer to the amount assessed to each Lot and to be paid by each Owner to the Association for that Owner's portion of the Owners Association Expenses.
- (b) "Special Assessment" shall mean a charge against each Owner and or such Owner's Lot equal to such Lots portion of the cost to the Association for increased operating or maintenance expenses or costs for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.
- Sec. 1.5** "Association" shall mean and refer to WHITEOAK SHORES OWNERS ASSOCIATION, a Texas Non-profit corporation, its successors and assigns and will refer to the Board of Directors as the governing body.
- Sec. 1.6** "Board" shall mean and refer to the Board of Directors of the Association.
- Sec. 1.7** "By-Laws" shall mean and refer to the By-Laws of the Association as the same may from time to time be duly amended.
- Sec. 1.8** "City" shall mean the City of Yantis, Texas.
- Sec. 1.9** "Declarant" shall mean WHITEOAK SHORES OWNERS ASSOCIATION, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of WHITEOAK SHORES OWNERS ASSOCIATION as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of rights of Declarant hereunder.
- Sec. 1.10** "Declaration" shall mean this instrument as it may be amended from time to time.
- Sec 1.11** "Extended Stay Application" shall mean an application required to be completed for temporary campers who stay longer than 14 days in a consecutive 30-day period.
- Sec. 1.12** "Exhibit A" shall mean an attachment to these Declaration of Covenants, Conditions and Restrictions.
- Sec. 1.13** "FHA" shall mean and refer to the Federal Housing Authority.

- Sec. 1.14** "Final Plat" shall mean and refer to the final plat of the Property approved by the City of Yantis if required and filed by Declarant in the Real Property Records of Wood County, Texas.
- Sec. 1.15** "Insurance" shall mean to obtain and maintain, in effect policies of insurance, which, in the opinion of the Board of Directors are reasonably necessary or appropriate to carry out the Association functions.
- Sec. 1.16** "Lot" shall mean and refer to each Lot platted on the WHITEOAK SHORES Property.
- Sec. 1.17** "Lot Site" shall mean two or more contiguous Lots owned by the same Owner and used or held for use by disregarding the boundary setbacks as prescribed in Article II and Article IV.
- Sec. 1.18** "Material" shall refer to the kinds or types of construction material used to construct, repair, or modify any structure on the Property.
- Sec. 1.19** "Owners Association Expenses" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the Owners Association Lots, including the Association's administrative cost incurred in connection therewith, and any other expenses incurred by the Owner's Association in furtherance of its purposes or as prescribed by the Articles of Incorporation and By-Laws.
- Sec. 1.20** "Owners Association Common Area" shall mean and refer to all real property and all easements, licenses, right-of-way and other interest in real property, if any and the improvements thereon, within the Property which are assigned to the Association and all recreational facilities and related improvements situated thereon.
- Sec. 1.21** "Owner" shall mean each person, corporation, partnership, association, or joint venture which is a part of the Association. It shall also mean each person, persons or entity that has a titled or deeded interest in any part of the property. However a person, persons or entity that has only a security interest in the property shall not be considered a voting Owner.
- Sec. 1.22** "Owner not in Good Standing" An Owner that is in arrears more than 30 days paying dues, assessments, late charges and/or barred from using common area facilities, such as boat ramp, piers, swimming pool and bath house.
- Sec. 1.23** "Other Structures" shall mean structures that cover owners RV, patio, boat, cars or other items that require shelter from the elements of weather. Gazebos, storm shelters, boat awnings, laundry rooms or utility sheds that are not specifically used as storage buildings, outdoor fireplaces or any other structures that require Architectural Control Committee approval.
- Sec. 1.24** "Person or Persons" shall mean an individual, entity or entities that have the legal right to hold title to real estate property.
- Sec. 1.25** "Plans & Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvements including but not limited to those indicating location, size, shape, configuration, material, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping, fencing plans, elevation drawings, floor-plans, specifications and all building products and construction techniques, plans for utility service and all other documents or information relevant to such improvement.
- Sec. 1.26** "Property" shall mean all Lots and common property owned by the Association and all individually owned Lots within said subdivision.
- Sec. 1.27** "RV Unit" is defined as a RV unit further described in Article V.
- Sec. 1.28** Sewer Rates shall be established by WHITEOAK SHORES SEWER SERVICE CORPORATION or similar entity name formed for the purpose of providing sewer service to WHITEOAK SHORES SUBDIVISION. The rates are governed under the rules and regulations

of TCEQ.

- Sec. 1.29** "Single Family Unit" Includes an Owner, his or her spouse, their parents and their children as defined in the Internal Revenue Code, but only if the Owner and/or spouse can claim a dependency deduction for the parents and children.
- Sec. 1.30** "Storage and other Structures" are defined herein.
- Sec. 1.31** "TCEQ" is defined as Texas Commission on Environmental Quality.
- Sec. 1.32** "Temporary Unit" is defined as a camping unit further described in Article V; is used less than 14 days in a 30 day consecutive period with no fee.
- Sec. 1.33** "Texas Property Code Chapter 209 regulates and supplements guidelines in the State of Texas for residential subdivisions that collect regular and special assessments on all or a majority of the property in a subdivision where a mandatory membership is required.
- Sec. 1.34** "Utility Entity" shall mean an entity formed and owned by its members for the purpose of operating and maintaining a wastewater treatment system located in the WHITEOAK SHORES subdivision.
- Sec. 1.35** "Voting Rights" shall mean all voting rights subject to the provisions and restrictions set forth herein, and in the By-Laws.
- Sec. 1.36** "Wastewater Treatment System" shall mean a wastewater system installed in the WHITEOAK SHORES subdivision for the purpose of treatment of raw sewage.
- Sec. 1.37** "WHITEOAK SHORES SEWER SERVICE CORPORATION" or a similar entity name shall mean a corporation owned by its members formed for the purpose of operating and maintaining a wastewater treatment system located in the WHITEOAK SHORES Subdivision.
- Sec. 1.38** "Weapon" shall mean any device capable of emitting a projectile, which might cause injury or harm to persons or property.
- Sec. 1.39** "Yard Signage" shall mean lot signage, for sale signs, banners, advertisements, ACC committee approval signs, yard sale signs, lot identification signs and any other signage placed on lot or lots.

ARTICLE II

- Sec. 1.1** The Board shall appoint an Architectural Control Committee (ACC) composed of a minimum of three members plus a sitting member of the Board to serve as chairman of the committee. The ACC committee will be responsible to the Board of Directors.
- Sec. 1.2** The term of any one ACC Member shall not exceed one year; however, a member may be reappointed or removed by the Board.
- Sec. 1.3** The duties of the ACC shall be to:
- (a) protect the Owners from improper use of Lots, thus preserving so far as practicable, the natural beauty of said property;
 - (b) to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper or unsuitable materials;
 - (c) to obtain harmonious architectural schemes to insure the highest and best development of said property;

- (d) to encourage and secure attractive usage thereon;
- (e) to secure and maintain proper setbacks from streets and easements;
- (f) in general, to provide adequately for a type of high quality improvements on said property;

- Sec. 1.4** Any disputes or refusal of Owners to correct a condition cited by the ACC shall be reported to the Board for their decision and/or action.
- Sec. 1.5** Within reasonable limits, the ACC has the right to inspect all Lots for Covenants, Conditions, and Restrictions or By-Laws violations.
- Sec. 1.6** Signs are not allowed to be posted on lot without prior approval of the ACC with the exception of yard sale signs, for sale signs or any other ACC approved signs.

ARTICLE III

- Sec. 1.1** All Lots and Lot Sites are limited to use by a Single Family Unit as defined in Article I 1.29.
- Sec. 1.2** No more than one camper unit may be used on any Lot, except in the case of contiguous Lots as permitted in Article IV, Sec.1.5.
- Sec. 1.3** A Temporary Camper Unit may not exceed (14) days during any 30- day consecutive period on any lot within WHITEOAK SHORES subdivision. Extended stay applications will apply if temporary camper unit exceeds 14 days in a 30-day consecutive period.
- Sec. 1.4** No building can be placed or maintained on any Lot in the Subdivision other than an enclosed boat storage, a private storage building, or other approved structures, which are for the sole use by the Lot Owner.
- Sec. 1.5** Boat docks, boat ramps or storage buildings that are built upon the Sabine River Authority land are not regulated in this declaration until or unless Sabine River Authority secedes its authority for such regulation and there is a negative impact to WHITEOAK SHORES OWNERS ASSOCIATION, Inc. and/or its property.
- Sec. 1.6** No Lots, RV's or structures of any kind may be used for onsite commercial, retail, rental, leasing or multifamily purposes within the WHITEOAK SHORES subdivision.

ARTICLE IV

- Sec. 1.1** Only ACC approved construction will be permitted on any lots. All construction must comply with the following requirements and with ACC rules.
 - (a) All construction must be completed with approved materials. Construction must be completed within a specified timeframe as outlined in the ACC rules.
 - (b) All construction must be completed on-site within the subdivision or be commercially constructed off-site.
 - (c) Only the following types of construction will be permitted except as specified in the following subparagraph. All structures must be built in accordance with approved plans.
 - (1) Fences – Materials are defined in the ACC rules. Fences may not exceed six (6) feet in height on lots located within the interior perimeters of WHITEOAK SHORES. Lots that border the exterior of WHITEOAK SHORES subdivision may install an eight (8) foot fence on the property

that borders neighboring properties outside of WHITEOAK SHORES.

- (2) Storage buildings— Building size requirements are defined in the ACC rules; all buildings must be constructed of material approved by the ACC.
- (3) Boat storage buildings size requirements and materials are defined in the ACC rules. Boat Storage building must be approved by the ACC. Only one boat storage per owner will be approved. Owner must complete intent to in habitat agreement before approval by the ACC will be granted for construction of boat storages.
- (4) Screen Rooms/Sun Rooms –Building size, specifications and material requirements are defined in the ACC rules.
- (5) Other Structures-RV, Patio and boat awning covers must be constructed of metal. Materials to construct other structures must be approved by the ACC. Other building structures are defined in Article I Sec. 1.23, the maximum size of this type of building structure is defined in the ACC rules.
- (6) No RV unit can be used as a storage facility.
- (7) Bathroom facilities such as showers, sinks and commodes are allowed in storage buildings; all plumbing is required to be connected to owner's main sewer line and must be connected to the sewer system; Member will be charged for usage based on water meter readings; owner is not allowed to connect to a water meter that has been waived by WOSSSC. Owner must be a member of WhiteOak Shores Sewer Service Corporation; in the event owner disconnects RV from the sewer system, the bathroom plumbing installed in building must also be disconnected from the sewer system, the lines must be connected so they can be disconnected easily. Owner is required to inhabit a self contained RV with working shower, sink and commode on property in the event the sewer system has to be shut down. ACC approval must be obtained before construction begins.

Sec. 1.2 Only those structures enumerated in Sec 1.1 (c) of this Article shall be permitted, with the exception that the Board, with majority voting Owners' approval, may amend the ACC Rules and add additional allowable structures, and may change the building material requirements and size from time to time. Member must be current on assessments before the ACC will approve any projects requiring ACC approval.

Sec. 1.3 Fences shall be permitted to extend to the side and back Lot lines and to no less than five (5) feet of the front lot lines. They shall not impair the easements reserved and granted in these Covenants, Conditions and Restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the Lot Owner and not by the utility company nor by WHITEOAK SHORES OWNERS ASSOCIATION.

Sec. 1.4 No recreational vehicle or structure, other than a fence, shall be located nearer to the side and front street line than five (5) feet.

Sec. 1.5 "Side Lot Line" and "Rear Lot Line" as used in this paragraph shall also mean in the case of contiguous Lots owned by the person or persons and used as a single Lot-site, respectively:

- (a) Each and/or either of the two outer most Lots;
- (b) The rear Lot or Lots Lines furthest from the front.

Sec. 1.6 The ACC shall have approval or disapproval authority over all modifications of drainage

impacting any area outside the lot(s), common areas and/or its easements being altered. No natural drainage may be altered. Drainage changes shall not be made on any Lot without pre-approval of the ACC. Owners of adjacent Lots must be notified of all proposed drainage changes before final approval.

- Sec. 1.7** Owners agree to indemnify and hold WHITEOAK SHORES OWNERS ASSOCIATION, its board of directors, committee members, employees and the property of the Association and its owners free and harmless from any and all liabilities, claims, losses, damages, or expenses, including any attorney's fees and/or costs including arising by reason of the death or injury of any person.

ARTICLE V

- Sec. 1.1** No building or structure other than a RV unit or temporary camping unit shall be used as a dwelling.
- (a) RV units are tongue-pull trailers, fifth-wheel trailers, park model trailers and motor homes.
 - (b) RV units must be certified commercially manufactured and maintained in good repair and appearance.
 - (c) Converted buses are not considered camper units under these Covenants, Conditions and Restrictions and will not be allowed in the subdivision.
 - (d) Temporary camping units are removable truck-borne campers, pop-up trailers, van conversions, and tents. Tents must be taken down within 24 hours when not in use. Pop-up campers must be lowered within 24 hours when not in use.
 - (e) RV units must be self contained; refer to Article XII, sec. 1.1

- Sec. 1.2** Any camper unit being brought into the subdivision for the first time must be inspected for suitability and approved by the ACC.

ARTICLE VI

- Sec. 1.1** Assessments, including those herein described, as well as those imposed by the Board and properly approved by the Owners shall be and are hereby secured by a lien ninety (90) days after the due date except as specified in Sec. 1.2. of this Article.
- Sec. 1.2** The WHITEOAK SHORES' Developer and its successor or assigns shall not be subject to Sec 1.1 and Sec. 1.3 of this Article until November 1, 2011 for Lots within WHITEOAK SHORES Subdivision that have not been sold, repossessed, or otherwise reacquired by the Developer.
- Sec. 1.3** Owners regular monthly assessments shall be assessed at the following schedule:
- \$8.00 per month for the first lot
 - \$7.00 per month the second lot
 - \$6.00 per month the third lot
 - \$5.00 per month for each additional lot thereafter
- Sec. 1.4** Special assessments shall be applied to all owners. Special assessments will be determined by a majority of voting owners and are governed by WHITEOAK SHORES OWNERS ASSOCIATION By-Laws.
- Sec. 1.5** All assessments shall be payable to the Association (a Texas non-profit corporation). Such assessments may be used for the enforcement of this declaration of Covenants, Conditions and Restrictions, and for construction, improvements and maintenance of roads, streets, swimming pool, office, sewer and park; assessments shall also be used for loan obligations, pay taxes,

pay park employees, administrative expenses, maintain insurance, and for any other uses approved by the Board of Directors of WHITEOAK SHORES OWNERS ASSOCIATION.

Sec. 1.6 Interest and/or late fees may be accrued if any assessment is not paid within the time specified by the By-Laws.

Sec. 1.7 Nothing in this Declaration shall preclude the Board from making assessments from time to time provided the Boards' Resolution is approved by a majority of the Owners' votes cast in a properly called election as outlined in the Subdivision Restrictions or By-laws voting guidelines.

Sec 1.8 In the event owner becomes delinquent on the assessments, the owner shall be given the opportunity to setup an alternate payment schedule with a minimum term of 3 months and a maximum term of 18 months without accruing additional monetary penalties. The member must sign an agreement with WOS. Owner shall be obligated to pay the delinquent assessments as established in the workout agreement in addition to the current assessments due on the lot(s). The association is not required to enter into a payment plan if the owner fails to honor the terms of a previous payment plan during the two years following the owners default under the previous payment plan.

ARTICLE VII

Sec. 1.1 In order to protect the natural beauty of the Subdivision, to promote the full enjoyment of the Association assets by the Owners and their guests, and to prevent the depreciation of the Owners' invested value the following restrictions are imposed:

- (a) No rubbish or debris or any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise there from so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Rubbish, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.
- (b) No portion of any Lot shall be used for unsightly storage items, which may include household goods, building materials, unlicensed motor vehicles, unlicensed boats, or any other items, which the ACC deems objectionable under this section.
- (c) Visible inoperative motor vehicles and boats will be repaired or removed from the subdivision. The owner will be notified via certified mail by the ACC; owner must correct violation within 30 days after receiving notice via certified mail.
- (d) Refrigerators and other large appliances shall not be used or stored in an unenclosed area and must be out of sight from roads or neighboring Lots.
- (e) Propane tanks over 125 lbs each must either be buried or shielded from view; the ACC shall approve location of tank.
- (f) Grass and weeds on lots developed by owner shall be kept cut to promote a neat appearance and to prevent a fire hazard. Lots that have never been developed i.e. trees and bushes never cut, no electricity, sewer or no RV unit on property will be considered undeveloped and will be considered "natural

look." It is the responsibility of the owner to keep the ditches in front of their lots maintained.

(g) No outdoor toilets or privies shall be allowed within the property unless installed in a storage building approved by the ACC, refer to Article IV, Sec 1.1 #7. No wastewater may be disposed upon, in or under any lot hereunder.

(h) Any private well or wastewater treatment system must be State of Texas approved per TCEQ guidelines.

Sec. 1.2

The ACC shall have the authority to interpret these standards and cause any non-complying Lot Owner to be notified by mail or in person. If the violation is not corrected within 30 days, the ACC will notify the lot owner for corrective action via certified mail. If failure to correct violation after certified mail notification WHITEOAK SHORES OWNERS ASSOCIATION may bill the Lot Owner for corrective action with a minimum fee of \$50.00 per Lot per violation per month plus one and one half percent (1.50%) interest as prescribed by law, after 90 days if the owner has failed to correct violation; WHITEOAK SHORES OWNERS ASSOCIATION may take legal action to get violation corrected. The owner will be responsible to pay all legal expenses and all other expenses incurred in this process.

ARTICLE VIII

Sec. 1.1

No Lot may be divided or subdivided by any Owner.

ARTICLE IX

Sec. 1.1

No hunting or discharging of firearms, other weapons capable of discharging a projectile, or fireworks shall be permitted on any Lot or in any part of the Subdivision including any common areas of the Subdivision. Applicable State laws will apply.

Sec. 1.2

No Lot or any part of a Lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association and Lot Owner.

Sec. 1.3

Off road recreational vehicles such as dirt bikes, ATVs, go carts, and 4-wheelers shall not be operated on the Subdivision premises, excluding a variety of golf carts and RTV's.

Sec. 1.4

Dogs must be kept on a leash or restrained. Birds must be caged. Cats are not required to be restrained. No other animals are allowed within the subdivision. No kennel or breeding operations are allowed.

Sec. 1.5

Children 12 years old and under must be accompanied by a responsible adult when operating a golf cart. Children 13 years old and above must have permission from a responsible adult to drive a golf cart.

Sec. 1.6

When present at the WHITEOAK SHORES SUBDIVISION, all owners, family and guest are expected to adhere to all applicable Federal, State and Local laws. The operation of motor vehicles, with the exception of golf carts and golf cart like vehicles will be guided by the same rules for operation of motor vehicles as found on public streets, so long as vehicles, trailers, golf carts, etc are not driven off the subdivision property on to a public road, a valid current registration will not be required.

ARTICLE X

- Sec. 1.1** The Board shall have the sole authority to interpret this Declaration of Covenants, Conditions and Restrictions.
- Sec. 1.2** A Board of Director member may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint the director. If the director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the director.
- Sec. 1.3** The Association shall not enter into any contract to pay, and shall not pay any salary or other remuneration to any officer, director or committee member of the Association for their services as such nor in any other capacity regardless of the capacity in which they may act.

ARTICLE XI

- Sec. 1.1** All general elections shall be posted on the office bulletin board at least thirty (30) days before the election is held.
- Sec. 1.2** A Canvassing Committee shall be appointed by the Board to count the votes. The Canvassing Committee shall certify the passage or rejection of all issues.
- Sec. 1.3** At least three-fifths (60%) of the total votes allocated shall be required to amend this Declaration. Owners may vote in person, fax, electronic, proxy or by mail unless the vote is handled by absentee votes that are done by mail only.
- Sec. 1.4** More than one-half (50%) of the valid votes cast shall be required to pass any assessment or special assessment regulated by the By-Laws or modifications to the By-Laws. Owners, may vote in person, fax, electronic, proxy or by mail unless the vote is handled by absentee votes that are done by mail, fax, electronic, proxy only.
- Sec. 1.5** A property owner may not cast more than one vote regardless of the number of lots the person owns, if more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot only by virtue of being a lien holder.

ARTICLE XII

- Sec. 1.1** Owners that are not hooked up to sewer system must transport the sewer contained in the owners RV to an outside dump facility. Sewer can only be transported out of park in a self contained RV unit. No unauthorized sewer dumping is permitted within the subdivision. Unauthorized or illegal dumping of sewer will be prosecuted to full extent of the law. WHITEOAK SHORES OWNERS ASSOCIATION may fine property owner up to Five Hundred Dollars (\$500.00) per incident; any related cleanup expenses will be the responsibility of the violator. WHITEOAK SHORES OWNERS ASSOCIATION will report all violations to TCEQ.

ARTICLE XIII

- Sec. 1.1** In case of any emergency, the responding representative of the WHITEOAK SHORES OWNERS ASSOCIATION may enter onto an Owner's Lot(s) and into improvements thereon, without being liable to any Owner, upon any lot and into any improvement thereon for the purpose of enforcing the WHITEOAK SHORES OWNERS ASSOCIATION Covenants, Conditions and Restrictions or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the WHITEOAK SHORES Covenants, Conditions and Restrictions and the expense incurred by the Association in correction with the entry upon any lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of

the lot entered upon, shall be a lien upon the lot entered upon the improvements thereon and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the WHITEOAK SHORES Covenants, Conditions and Restrictions. The Association is also authorized to settle claims, enforce liens and take all such actions as it may deem necessary to expedient to enforce the WHITEOAK SHORES Covenants, Conditions and Restrictions, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

Sec. 1.2

Written notice prescribed in Sec. 1.1 of this Article shall be sent to the Owner's recorded address in file with WHITEOAK SHORES OWNERS ASSOCIATION.

ARTICLE XIV

Sec. 1.1

Owner Not in Good Standing:

a. The Board of Directors may declare any Owner to be "not in good standing" for any of the following reasons:

- (1) Failure to pay any Assessment or charges due to the Association within thirty days after Owner has been notified by Certified Mail.
- (2) Destructive acts within the Subdivision.
- (3) Unauthorized tampering with any sewer, public utility lines or common property of the Association.
- (4) Threats or harassing acts towards any Owner or Officer of the Association.
- (5) Failure to respond to corrective actions specified by Certified Mail by the ACC within the required time.
- (6) Authorizing or participating in any way with the denied use of WOS recreational or common properties by another owner (guests of that owner) previously declared not in good standing.

Sec. 1.2

Owners not in good standing may not utilize any WHITEOAK SHORES OWNERS ASSOCIATION recreational or other common property as defined in paragraph (a) in this section, an owner not in good standing does not have the authority to permit any non-owner or guest to utilize these properties.

- (a) An "Owner not in good standing" may not utilize any recreational facility which include: swimming pool, bathhouse, parks, fishing pier, boat ramp, all common parking areas (excluding the office), and any subdivision road not directly leading to the owner's property from the front gate. The Board reserves the right to adjust the right to use privilege according to the violation and extenuating circumstances.
- (b) Violations of these restrictions will be prosecutable under current Texas Penal Criminal trespass Laws.
- (c) Member shall be notified by certified mail with return receipt requested a notice that describes the nature of the violation or property damage that is the basis for the suspension, action, charge or fine which shall state the amount due the association from the owner. The owner shall have 30 days to cure the violation and avoid the fine unless owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six

months. Member is entitled to a hearing on or before the 30th day after the date the owner receives the notice; the request for a hearing must be in writing. The member shall respond in writing to WhiteOak Shores of an action plan to cure violation before the 30th day of receiving the certified letter from WhiteOak Shores Owners Association.

(d) An owner in violation of any of the aforementioned rules may be designated an owner "not in good standing" for any period of time by the board of directors in accordance with the seriousness of the violation.

ARTICLE XV

Sec 1.1

"Insurance" shall mean general liability and hazard insurance coverage for all common areas of the park such as the pool, bathhouse, office, fishing piers, boat ramp and roads. The association pays the premiums. It is the sole responsibility of each lot owner to carry insurance coverage needed to protect his or her individual property in case of damage; in addition each lot owner is responsible for carrying general liability coverage for personal liability protection.

ARTICLE XVI

Sec.1.1

If any persons, person, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the Wood County, a municipal or county corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity from violating or attempting to violate such agreement or covenant. This agreement will remain in full force and effect until such date the Covenants Conditions and Restrictions are modified.

ARTICLE XVII

WhiteOak Shores Owners Association shall comply with the Texas Property Code Chapter 209 Sec. 209.005 requirements for producing and releasing WhiteOak Shores Owners Association Records.

WhiteOak Shores Owners Association shall make the books and records of the association, including financial records, open to and reasonably available for examination by an owner, or a person designated in a writing signed by the owner or as the owner's agent, attorney, or certified public accountant as outlined in the Texas Property Code Chapter 209.

The letter must be sent by certified mail to WhiteOak Shores Owners Association and it must contain whether the inspection of the books and records will be done in person at the WhiteOak Shores Owner's Association office or if the information requested is being returned by mail or by electronic methods.

If an inspection in person is requested, WhiteOak Shores Owners Association shall respond on or before the 10th business day after the date the request is received and, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association; or if copies of identified books and records are requested, WhiteOak Shores Owner's Association shall, to the extent those books and records are in the possession, custody, or control of WhiteOak Shores Owners Association, produce the requested books and records for the requesting party on or before the 10th business day after the date WhiteOak Owners Association receives the request, except as otherwise provided by Chapter 209 of the Texas Property Code.

If WhiteOak Shores Owner's Association is unable to produce the books or records requested as required under Chapter 209 of the Texas Property Code on or before the 10th business day

after the date WhiteOak Shores Owners Association receives the request, WhiteOak Owners Association shall provide to the requestor written notice that (1) informs the requestor that WhiteOak Shores Owners Association is unable to produce the information on or before the 10th business day after the date the association received the request; and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

If an inspection is requested or required, the inspection shall take place at a mutually agreed time during normal business hours, and the requesting party shall identify the books and records for WhiteOak Shores Owners Association to copy and forward to the requesting party.

The produced books and records may be produced in hard copy, electronic, or other format reasonably available to the association.

Member is not entitled to view records of an individual property owner(s) deed restriction violations, personal financial information, payment records or non-payment records and contact information other than a mailing address unless the member whose records are being requested consents to the release of the records in writing to WhiteOak Shores Owners Association or if a court order for the release of the books and records has been received.

Member is not entitled to view information related to employee or employee personnel records.

The member is not entitled to view attorney files other than attorney invoices except as outlined in Texas Property Code Chapter 209.

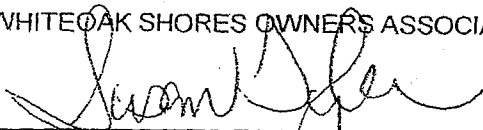
Owner is responsible for costs related to the compilation, production, and reproduction of the requested information. Advance payment of the estimated costs of compilation, production, and reproduction of the requested information is required. If the estimated costs are lesser or greater than the actual costs, the association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the association before the 30th business day after the date the invoice is sent to the owner shall be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner shall receive a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

The fee for reproduction of records are:


- a. Standard Paper Copies— \$.10 per page (front and back counts as two pages)
- b. CD- \$1.00 or actual cost of CD plus \$.10 per page transferred to CD
- c. Labor Cost— \$15.00 per hour which includes the actual time to compile, manipulate data and reproduce the requested information, no labor charge will be billed if the request is less than 50 pages.

Executed this 15th day of September 2012

WHITEOAK SHORES OWNERS ASSOCIATION



Susan Tyler, President



Donna Gilmore, Secretary

Re-affirmed by WhiteOak Shores Board of Directors on September 7, 2013.

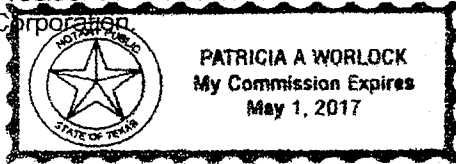
WHITEOAK SHORES OWNERS ASSOCIATION

Kenneth Jann
President

Donna Gilmore
Secretary

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on the 5th day of September 2012, by Susan Tyler, President of WHITEOAK SHORES OWNERS ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation



Patricia A. Worlock
Notary Printed Name:
My Commission expires:

STATE OF TEXAS
COUNTY OF WOOD

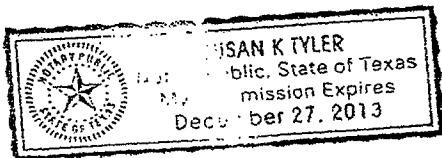
This instrument was acknowledged before me on the 7 day of September 2012, by Donna Gilmore Secretary of WHITEOAK SHORES OWNERS ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation



Susan K. Tyler
Notary Printed Name: Susan K Tyler
My Commission expires: 12/27/13

STATE OF TEXAS
COUNTY OF WOOD

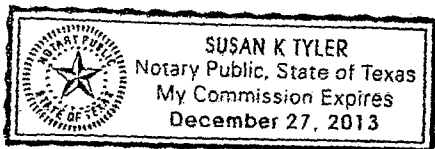
This instrument was acknowledged before me on the 7 day of September 2013, by Kenneth Jann President of WHITEOAK SHORES OWNERS ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation.



Susan K. Tyler
Notary Printed Name: Susan K Tyler
My Commission expires: 12/27/13

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on the 7 day of September 2013,
by Donna Gilmore, Secretary of WHITEOAK SHORES OWNERS
ASSOCIATION, a Texas Non Profit Corporation on behalf of said Corporation



Susan K. Tyler
Notary Printed Name: Susan K. Tyler
My Commission expires: 12/27/13

AFTER RECORDING RETURN TO:
WHITEOAK SHORES OWNERS ASSOCIATION
P.O. BOX 543
YANTIS, TEXAS 75497

FILED AND RECORDED Instrument# 2013-0010523
09/09/2013 09:07:42 AM Pages 15
Kelley Price-County Clerk
By: Robinson, Wood County, TX