

**Revoke and/or Withdrawal of the  
Revocation of Declaration of Covenants, Conditions,  
and Restrictions of Oakridge Ranch, Section Eleven  
Colorado County, Texas**

STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS THAT:

COUNTY OF COLORADO

§

WHEREAS, Sabine Investment Company of Texas, Inc., as the original owners and developers, executed on January 22, 1999, that certain Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch, Section Eleven (the "CCRs"), which was recorded in Volume 994, Page 852 of the Official Public Records of Colorado County, Texas;

WHEREAS, pursuant to Section 17 of the original CCRs:

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 twenty-five (25) 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 majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

NOW THEREFORE, we, the undersigned current owners of tracts in Oakridge Ranch, Section Eleven, constituting a majority of owners in said Section Eleven, do hereby agree to revoke and/or withdrawal the Revocation of CC&Rs filed with the County Clerk of Colorado County Texas as it has not yet gone into effect and replace said document with new CC&Rs and record this as proof thereof.

1. I, as evidenced by my signature below, consent to and agree to revoke and/or withdrawal of the revocation recorded in Volume 290, Page 838 of the Official Public Records of Colorado County, Texas and place new Covenants, Conditions and Restrictions in its place to be filed with the Official Public Records of Colorado County, Texas.

2. The Effective Date of the Withdrawal of the Revocation is immediately upon filing.

3. The Effective Date of the Section Eleven Covenants, Conditions and Restrictions of Oakridge Ranch is immediately upon the expiration of twenty five (25) years from the original date the Declaration of Covenants, Conditions and Restrictions of Oakridge Ranch, Section Eleven was recorded with the County Clerk of Colorado County, Texas.

[CC&Rs and Signature Pages Follow]

DECLARATION OF COVENANTS, CONDITIONS,  
AND  
RESTRICTIONS OF OAKRIDGE RANCH, SECTION ELEVEN  
COLORADO COUNTY, TEXAS

WHEREAS, Sabine Investment Company of Texas, Inc., (“Developer”) was the original owner and developer of Oakridge Ranch, Section Eleven located in Colorado County, Texas (the “Subdivision”) according to the Plat executed by Sabine Investment Company of Texas, Inc., which Plat was filed in Slide 82 in the Plat Records of Colorado County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing tracts in the Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes tracts in the Subdivision may be used, which purposes are to be effectuated by this Declaration of Covenants, Conditions and Restrictions (the “Restrictions”);

NOW, THEREFORE, property owners of Section 11 hereby establish the following reservations, conditions and restrictions of the Subdivision to be covenants running with the land, binding upon and is to inure to the use and benefit Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of tracts in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision.

1. LAND USE

All tracts are limited to single family residential use. No tract shall be used for business or commercial purposes.

2. BUILDING TYPES

Site built homes shall be constructed of new materials and have a minimum of four hundred (400) square feet of climate controlled area.

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.

3. LIVESTOCK AND POULTRY

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any tract under the following conditions:

- a) No livestock of any type shall be allowed to run loose upon the streets or common areas as shown on the Plat.
- b) All horses, cattle or other livestock or animals shall be kept enclosed on the tract by suitable fencing.

- c) No swine may be bred, kept or maintained on any tract in this Subdivision, except one (1) per tract owned for personal consumption and or show competition.
- d) No chickens, turkeys or other poultry may be kept or raised in this project, except five (5) per acre owned for personal consumption and or show competition.
- e) Horses are permitted in the Subdivision, but public stables are not permitted.
- f) Cattle are permitted in the Subdivision, but feed lots are not permitted.
- g) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

4. GARBAGE AND REFUSE DISPOSAL

All tracts in the Subdivision shall be maintained in a clean, neat and attractive condition. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each tract owner shall be responsible for disposing of all of their trash, garbage, rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority. All tract owners shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

No tract shall be used as a storage or salvage yard. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any tract. Personal campers, boats, tractors, recreational vehicles, etc., in good and usable condition may be kept on the property.

5. NUISANCES

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

6. ACCESS TO ADJOINING PROPERTY OUTSIDE OAKRIDGE

- a) No tract in the Oakridge Subdivision may be used as an access easement for a road to a tract outside Oakridge with the intent to develop that outside tract and utilize the existing roads in Oakridge. The maximum width of any road or driveway on any tract is limited to twelve feet (12') in width.
- b) No tract in the Subdivision may be further subdivided.

7. DRIVEWAYS

Driveways shall be constructed of all-weather materials over a minimum eighteen inches (18") culvert in the road ditch.

8. EASEMENTS

Developer, for and on behalf of itself and the Association, reserves easements for the installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. 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 property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer for itself and the Association, reserved

an easement over and across all parkways, roads and common areas shown on the plat. The access easements shown on Plat are for the exclusive use of the Developer and the Association.

9. RECREATIONAL FACILITIES

The Association, shall have the right, but not the obligation, to construct and operate legitimate recreational facilities upon the areas designated as parkways on the Plat.

10. OAK RIDGE IMPROVEMENT ASSOCIATION

- a) Membership of Association. Each and every owner of a tract (under a Contract for Deed or a Deed) in the Subdivision shall be a member of the Oak Ridge Improvement Association (the "Association"). The Association may be a non-profit corporation or an unincorporated association.
- b) Voting Rights. Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. 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 to be cast with respect to any tract.
- c) Notice and Voting Requirements. Any and all elections of the Association shall be governed by the following rules:
  - 1) Written notice of any election shall be given to all members by certified mail return receipt required at least fourteen (14) days prior to the date of such election.
  - 2) Votes shall be by written ballot and the ballot shall be retained for at least one year after the election.
  - 3) Any election shall be determined by a simple majority of the votes cast in such election.

11. IMPROVEMENT COMMITTEE

- a) Formation. The Improvement Committee (the "Improvement Committee") shall be the governing body of the Association.
- b) Powers of Functions. The Improvement Committee shall have the following powers and functions:
  - 1) Hold elections for the Oakridge Ranch Improvement Association Board of Directors.
  - 2) Collect, in the interest of the Subdivision, the Maintenance and Recreation Fund as voted by the Association.
  - 3) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in the Subdivision).
  - 4) Maintain the common road in the Subdivisions in a smooth, passable condition, free from obstructions.
  - 5) Maintain any and all Recreational Facilities constructed by the Association or Developer for the benefit of all property owners in the Subdivision.

12. MAINTENANCE AND RECREATION FUND

- a) Annual Assessments. Each owner of any tract by acceptance of a Deed of Contract for Deed thereto, whether or not it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual assessments which shall hereafter from time to time be fixed, established and collected by the Committee. The initial annual assessment for Section Eleven was NINETY-SIX AND NO/100 DOLLARS (\$96.00). The annual assessment may not be increased by more than ten percent (10%) per year without the approval of the majority of Section 11. The annual assessment may only be increased by up to ten percent (10%) if all other sections in Oakridge Ranch are also increased. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association upon each tract against which such assessment is made, to the same extent as if retained by Developer and expressly assigned to the Association. Each such annual assessment 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 Assessments. The annual assessments levied by the Improvement Committee 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 Improvement Committee 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 Improvement Committee's decisions shall be final as to the use of Maintenance and Recreation Fund and the members of the Improvement Committee shall be free from liability for actions within the Improvement Committee's function, unless gross negligence is proven.
- If a property owner shall individually cause damage to the private road, the damage shall be repaired at the sole cost and expense of the responsible property owner.
- c) Date of Commencement. The annual assessment commenced on June 1, 1999, and shall be payable annually on the first day of June thereafter in advance.
- d) Effect of Nonpayment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of the eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest, costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.
- e) Special Assessments. No owner of a tract of land in Section 11 can be levied any special assessment(s) either by vote or actions of the board of directors for any cause beyond the Annual Assessment.
- f) Term. Such assessments shall continue during the term of the Restrictions.

### 13. TERM

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for an initial period of two (2) years from the date these covenants are recorded with the Country Clerk of Colorado County, Texas, after which time such covenants shall be extended automatically for successive periods of five (5) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

14. 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 owner of any tract in the Subdivision or by the Improvement Committee. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. 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.

16. Notwithstanding anything to the contrary, these restrictive covenants shall not be construed so as to prevent the Veterans Land Board or the State of Texas from deeding an acre to a Veteran contract holder for a homesite, nor shall they be construed so as to assess the Veterans Land Board of the State of Texas with any assessments or fees, and no lien shall attach to the Board's Interest. Any assessments or fees shall be the personal obligation of the Veteran contract holder, or his assigns.

17. SECTION 11 AUTONOMY

In no case shall Section 11 combine CC&Rs with any other Section in Oakridge Ranch by vote of land owners or action of the Board of Directors. Section 11 will retain its own set of CC&Rs separate from the other 10 Sections of Oakridge Ranch.

Oakridge Ranch Community Section Eleven  
Lot No. 11-6  
Property IDs: 19254 and 83122  
Property Address: 1160 Trails End Rd., Weimar, Texas 78962

Preston Callender  
Preston Callender

Date: 1-19-24

Nelda Callender  
Nelda Callender

Date: 1-19-24

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF COLORADO

This Revoke and/or Withdrawal of Revocation of Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch, Section Eleven was acknowledged before me by PRESTON CALLENDER on Preston Callender 1-19, 2024.

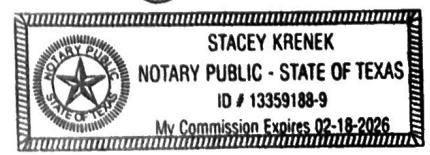
Stacey Krenek  
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS  
COUNTY OF COLORADO

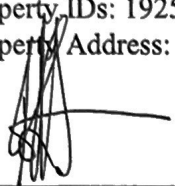
This Revoke and/or Withdrawal of Revocation of Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch, Section Eleven was acknowledged before me by NELDA CALLENDER  on Nelda Callender 1-19 2024.

Stacey Krenek  
NOTARY PUBLIC, STATE OF TEXAS



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FILED FOR RECORD  
COLORADO COUNTY, TX  
2024 JAN 22 AM 9:35  
KIMBERLY MENKE *jm*  
COUNTY CLERK

Oakridge Ranch Community Section Eleven  
Lot No. 11-10 and 11-11  
Property IDs: 19258, 19259 and 91830  
Property Address: 1185 Trails End Rd., Weimar, Texas 78962

  
\_\_\_\_\_  
Ruben Trejo

Date: \_\_\_\_\_

1-19-2024

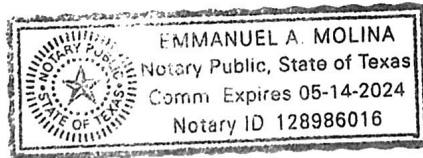
ACKNOWLEDGMENT

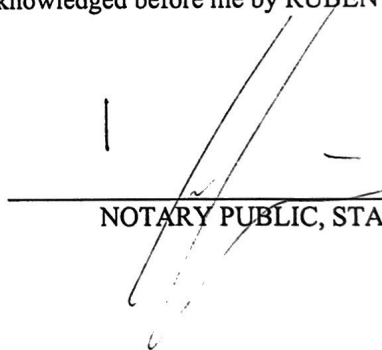
THE STATE OF TEXAS

COUNTY OF COLORADO

This Revoke and/or Withdrawal of Revocation of Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch, Section Eleven was acknowledged before me by RUBEN TREJO on

January 19<sup>th</sup>, 2024.



  
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NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS COUNTY OF COLORADO  
I hereby certify that this instrument was FILED on the  
date and time stamped hereon by me; and was duly  
RECORDED to the Volume and Page of the OFFICIAL  
RECORDS of Colorado County, Texas and stamped  
hereon by me, on

JAN 23 2024



*Kimberly Menke*  
KIMBERLY MENKE  
COUNTY CLERK, COLORADO COUNTY, TEXAS