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THE STATE OF TEXAS X
COUNTY OF GRIMES X

RESTRICTIONS FOR LAKE HOLLYHILL ACRES SUBDIVISION

PART A

#7818

That Syndicated Developments Corporation, owner of all the lots of Lake Hollyhill Acres Subdivision, as said subdivision is shown by the plat or map thereof of record in the Office of the County Clerk of Grimes County, Texas, does hereby place the following conditions, covenants and restrictions on all the lots in said subdivision for the use and benefit of each and every lot in said subdivision and the owners thereof respectively, such restrictions and conditions to constitute covenants running with the land and to inure to the benefit of the owners thereof, their heirs, successors and assigns as follows, to-wit:

PART B

B - 1. Fully protected Residential Area. The residential area covenants in Part C in their entirety shall apply to all Lake Hollyhill Acres Subdivision.

PART C

C - 1. Land Use and Building Type. No lot shall be used except for residential purposes unless and except as stated in these restrictions.

C - 2. Dwelling Cost. Quality and Size. No dwelling shall be put on any lot unless said dwelling shall contain a minimum square footage of 600 feet exclusive of open porches and garages. No building shall be moved into or upon any lot in said subdivision unless said building shall conform or be remodeled to conform to modern architectural design before occupancy.

C - 3. Building Location for Lots containing one (1) or more acres. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front line, or nearer than 15 feet to any side line. No building shall be located nearer than 15 feet to an interior lot line, except that 3 feet side yard shall be required for a garage or other permitted accessory building located 200 feet or more from the front line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear line for the purpose of this covenant. Eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No barns, sheds, implement buildings, stalls or other utility buildings will be constructed or placed on the front one-third (1/3) of any tract. This restriction does not apply to garages or well houses.

C - 4. Building Location for Lots containing less than one (1) acre. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 5 feet to any side line or rear lot line. Open porches shall be considered as a part of the building, but eaves and steps shall not be considered as a part of the building; provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No storage or other utility buildings will be constructed or placed on the front two-thirds (2/3) of any lot. This restriction does not apply to garages or well houses.

C - 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C - 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C - 7. Temporary Structures. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, outbuilding, railroad passenger coach, box car, caboose, city or highway bus or bus body, shall be used on any lot at any time as a residence either temporarily or permanently.

EXCEPT - trailers and/or pick-up campers may be used as a convenience for vacation

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or camping, but said trailers and/or pick-up campers will be in violations of these restrictions if the tires are removed or vehicle is jacked up or set on blocks or any other attempt is made to establish residence therein. Said vehicle will be in violation of these restrictions if kept on the premises for a period to exceed two weeks. Mobile homes of a minimum size of 8 feet wide by 40 feet long may be permanently located in Block One (1) and Lots No. One (1) through Fifty-one (51) of Block No. Two (2), provided said mobile homes comply with location and sanitary requirements as set forth for Conventional Homes. Properly designed and constructed additions and patios to said mobile homes shall be permissible. However such additions must be designed and constructed to be compatible with the original design and construction of the mobile home on to which it is added. Adding a frame room or addition to a metal mobile home is specifically forbidden by these restrictions.

C - 8. No property owner will be allowed to keep more livestock than one (1) animal per one-half (1/2) acre owned and used for such purpose. However pets such as cats and dogs are not considered livestock herein. The keeping of livestock is prohibited on lots having less than one-half (1/2) acre.

It is expressly stated herein that no swine shall be kept on any lot in this subdivision.

C - 9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C - 10. Outdoor toilets are expressly forbidden in this subdivision. Each dwelling constructed will be equipped with a septic system prior to occupancy. A one-bath home shall have installed a septic system with a tank of not less than 300 gallon capacity and 100 feet of field line. A home with more than one bath will have a septic tank with an additional 100 gallon capacity and an additional 100 feet of field line for each bath. All field lines will be installed a minimum of 16 inches below the ground surface and will have 6 inches of washed gravel in the bottom of the ditch with 6 inches of washed gravel over the field line. No field line shall have open end drains. Any system installed that does not properly function will be considered to be in violation of this restriction.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been filed for record prior to the end of the twenty years or the end of any subsequent ten-year period, agreeing to change said covenants in whole or in part.

These covenants may be enforced by the developer, its successors and assigns, or by any property owner in the subdivision, by appropriate action at law or in equity.

EXECUTED THIS 8th day of August, 1966.

ATTEST:

Ethelene Schulte
Secretary

SYNDICATED DEVELOPMENTS CORPORATION

By: *Claude H. Townsend*
President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Claude H. Townsend, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Syndicated Developments Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 8th day of August, 1966.



LaVerne Lrier
Notary Public, Harris County, Texas.

THE FOREGOING INSTRUMENT WAS FILED FOR RECORD AT 8:30 O'CLOCK a M, ON THE 12th DAY OF August, 1966, AND DULY RECORDED AT 9:45 O'CLOCK a M, ON THE 16th DAY OF August, 1966. TO ALL OF WHICH I HEREBY CERTIFY.

Maudine Foster
Deputy

TRINSTON HARRIS, Clerk of the County Court, Grimes county, Texas