

FIRST AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS AFFECTING LAKE HOLLYHILL ACRES SUBDIVISION

THE STATE OF TEXAS }
 }
COUNTY OF GRIMES } KNOW ALL MEN BY THESE PRESENTS:

THAT by that certain instrument entitled RESTRICTIONS FOR LAKE HOLLYHILL ACRES SUBDIVISION, (hereinafter referred to as "Restrictions") the subdivider of LAKE HOLLYHILL ACRES, same being SYNDICATED DEVELOPMENTS CORPORATION, placed on the Deed Records of Grimes County, Texas, a set of Restrictions covering said Subdivision, which Restrictions are recorded in Volume 277, Page 134, of the Deed Records, covering LAKE HOLLYHILL ACRES SUBDIVISION, A Subdivision in the County of Grimes, State of Texas, according to the map or plat thereof recorded in volume 275, page 292, of the Deed Records of Grimes County, Texas;

WHEREAS, said Restrictions dated August 8, 1966, were filed for record on August 12, 1966, and duly recorded on August 16, 1966, in Volume 277, page 134, Deed Records of Grimes County,

WHEREAS, said restrictions provided in part as follows: "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 land owners of the lots in said subdivision has been filed for record prior to the end of the twenty (20) years, or the end of any subsequent ten (10) year period, agreeing to change said covenants in whole or in part;"

WHEREAS, the undersigned, being a majority of the present owners of the lots in LAKE HOLLYHILL ACRES SUBDIVISION, desire to amend the Restrictions recorded in Volume 277, Page 134, of the Deed Records of Grimes County, Texas, within the time period

therein allowed, in their entirety by entering into the following restrictions, covenants and conditions, which Amended Restrictions are for protecting the values and desirability of said Subdivision and continuing an orderly development of the Subdivision;

NOW THEREFORE, for and in consideration of the premises, the undersigned do hereby amend the aforesaid Restrictions for LAKE HOLLYHILL ACRES SUBDIVISION, which Restrictions are of record in Volume 277, Page 134, of the Deed Records of Grimes County, Texas, in their entirety, and from this date forward said Restrictions shall read and shall be binding as covenants upon the land, and shall affect all lots in LAKE HOLLYHILL ACRES SUBDIVISION, a Subdivision in Grimes County, Texas, according to the map or plat thereof recorded in volume 275, page 292, of the Deed Records of Grimes County, Texas, as follows, to-wit:

PART A.

A-1. That the undersigned, being a majority of the owners of the lots of LAKE HOLLYHILL ACRES SUBDIVISION, a Subdivision in Grimes County, Texas, according to the map or plat thereof recorded in Volume 275, Page 292, of the Deed Records of Grimes County, Texas, do 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 shall 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 LAKE HOLLYHILL ACRES SUBDIVISION.

PART C.

C-1. Land use and building type. No lots shall be used

except for single family residential purposes unless and except as stated in these Restrictions.

C-2. Dwelling Size: (a) As to all lots located within LAKE HOLLYHILL ACRES SUBDIVISION, SAVE AND EXCEPT all lots located in Block One (1) and Lots one through Fifty-One (1 - 51) in Block Two (2) of said Subdivision, no dwelling shall be put on any lot unless said dwelling shall contain a minimum square footage of six hundred (600) feet exclusive of open porches and garages. Dwelling, as used in this subparagraph (a) shall include dwellings constructed on site, modular homes and HUD approved double-wide manufactured homes. Further, each such dwelling shall be constructed upon a concrete slab or shall be of a pier and beam foundation. No building, with this type foundation, shall be moved into or upon any lot in said Subdivision unless said dwelling shall conform to or be remodeled to conform to the square footage requirement contained in this subparagraph (a).

(b) As to all lots contained in Block One (1) and Lots One through Fifty-One (1 - 51), both inclusive, of Block Two (2); of LAKE HOLLYHILL ACRES SUBDIVISION, no dwelling shall be put on any of said lots unless said dwelling, including HUD approved manufactured homes or pre-manufactured dwellings designed to be moved in on axles and wheels) shall have a minimum size of eight (8) feet in width and forty (40) feet in length; provided said dwelling shall comply with all location and sanitary requirements as set forth herein. Additions, approved in writing by the LAKE HOLLYHILL OWNERS ASSOCIATION, INC., including patios, shall be permissible.

C-3. Building locations for lots containing one 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 set back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifty (50) feet to the front line, or nearer than fifteen (15) feet to any

side line. No building shall be located nearer than fifteen (15) feet to an interior lot line, except for a garage or other permitted accessory building located two hundred (200) feet or more from the front lot line which may be located no closer than three (3) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (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 (1/3rd) of any tract. This latter 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 line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line, or nearer than five (5) feet to any side line or rear lot line. Open porches shall be considered as a part of the dwelling, but eaves and steps shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. No storage or other utility buildings will be constructed or placed on the front two-thirds (2/3rds) of any lot. This latter Restriction does not apply to garages or well houses.

C-5. Easements. Easements for the installation and maintenance of utilities and drainage 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 recreational vehicle, 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. PROVIDED, however, that recreational vehicles and/or pickup campers may be used as a convenience or for vacation or camping, but said recreational vehicles and/or pickup campers will be in violation of the Restrictions if the tires are removed or the vehicle is jacked up or set on blocks or any other attempt is made to establish permanent residence therein. An attempt to establish permanent residence in such recreational vehicle and/or pickup camper will be deemed to have occurred if such recreational vehicle and/or pickup camper is allowed to remain on the premises for a period exceeding two (2) consecutive weeks, same being fourteen (14) calendar days. An exception to this restrictive covenant shall exist where any lot owner provides notice in writing that the use of the recreational vehicle and/or pickup camper will extend beyond two (2) weeks for the purpose of actively clearing the property and/or construction of a residence upon the property, provided that substantial progress is evident within one (1) year from the date such written notice is received by the LAKE HOLLYHILL ACRES ASSOCIATION.

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 for these purposes. The keeping of livestock is expressly prohibited on lots having less than one-half (1/2) acre in area. It is further expressly provided that no property owner will be allowed to keep any swine whatsoever on any lot within this subdivision.

C-9. Garbage and refuse disposal. No lot shall be used or maintained for 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 the Subdivision. Each dwelling constructed shall be equipped with a septic system sufficient in capacity to effectively service the dwelling constructed thereon, prior to occupancy. A one-bath home shall be equipped with a septic system with a tank of not less than five hundred (500) gallon capacity and one hundred fifty (150) feet of four (4) inch field line or its equivalent. A home with more than one bath shall have an additional one hundred (100) feet of field line for each bath. All field lines will be installed at a minimum of sixteen (16) inches below the ground surface and will have six (6) inches of washed gravel in the bottom of the ditch with six (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. All septic systems shall be installed and constructed in accordance with the minimum standards as set forth by any governing body having jurisdiction over the installation of septic systems within said subdivision, except where the standards provided by these restrictive covenants are greater than such minimum standards and in such case, such septic systems shall be installed and constructed in compliance with this restrictive covenant.

C-11. Enforcement. It is expressly agreed and understood that these restrictive covenants can be enforced by any owner of any lot within the entire subdivision or by the LAKE HOLLYHILL OWNERS ASSOCIATION, INC., for the benefit of the entire Subdivision, and such owner or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions,

conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C-12. Severability. Invalidation of any one of these covenants or Restrictions by Judgment or Court Order shall in no way effect any other provision, and all of the remaining provisions shall remain in full force and effect.

C-13. Duration and Amendment. The covenants, conditions and Restrictions of this Amended Declaration of Covenants, Conditions and Restrictions shall run with the land and bind the land, and shall inure to the benefit of, and be enforceable by, the owner of any lot subject to this Declaration or LAKE HOLLYHILL OWNERS ASSOCIATION, INC., and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by a majority of the then owners of the lots in said Subdivision, properly filed for record, providing such instrument indicates that a majority of the owners of the lots located in said Subdivision have agreed to change, modify or amend said covenants in whole or in part.

EXECUTED this day of August, 1986.

Filed Grimes County Clerk, Grimes County, Texas
Volume 571, Pages 215-221