

RESTATED AND AMENDED DEED RESTRICTIONS

HILLWOOD ACRES, SUBDIVISION "B"

AS AMENDED ON MAY 24, 2008

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRINITY *

WHEREAS, FERRELL WHITTLESEY, of Trinity County, Texas, (hereinafter called "Developer"), is the record developer of a subdivision known and designated as "HILLWOOD ACRES, SUBDIVISION "B", (hereinafter called "Hillwood Acres"), in Trinity County, Texas, as shown in the map or plat of said subdivision, recorded in the Plat Records of Trinity County, Texas at Volume 2, Pages 17, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 190, Page 439, *et seq.*, Deed Records of Trinity County, Texas, has previously impressed all of the property in said HILLWOOD ACRES with restrictions and covenants, (hereinafter called "Restrictions"), applicable to said HILLWOOD ACRES, which govern the development and use of said subdivision, and are binding upon the Developer, his heirs, legal representatives, or assigns as provided for in said restrictions; and

WHEREAS, said Restrictions, under "General Provisions", paragraph I. term, provides that the Restrictions could be amended by an instrument signed and acknowledged by majority of the then owners of the lots in such subdivision recorded with the County Clerk with Trinity County, agreeing to change said covenants in whole or in part; and

WHEREAS, on July 1, 1985 Hillwood Acres Property Owners Association Inc. was incorporated as a Texas Non-profit Corporation, Charter No. 758060, with the membership of said Association being any person or entity who is a record owner of a fee or undivided at fee interest in any lot in the subdivision.

WHEREAS, on November 5, 1990 the Board of Directors of the Association filed "Restated Restrictions and Amendment to Restrictions in Hillwood Acres, Subdivision "B", (the

"1990 Restrictions"), at Vol. 491, page 114, et seq., Official Public Records of Trinity County, Texas, subject to a written instrument reflecting approval of same by a majority of the then property owners of the subdivision, as required by the amendment provisions of the Original Restrictions; and

WHEREAS, on July 29, 1997 the Board of Directors of the Association filed its "Acknowledgment of Restated Restriction and Amendment to Restrictions in Hillwood Acres, Subdivision B", at Vol. 507, page 256, et seq., Official Public Records of Trinity County, Texas, acknowledging that there were 147 lots in Hillwood Acres, Subdivision B, owned by 97 property owners, and filed therewith written acknowledgments of 50 property owners, representing ownership of 80 lots, being more than a majority of the then property owners; and

WHEREAS, the 1990 Restrictions provided, under Restriction No. 1, the following provision for amendment of the restrictions:

1. TERM: These covenants, restrictions and/or provisions shall be covenants running with the land and shall be binding on all parties owning any lot or interest therein, and all persons claiming under them, for a period of twenty-five (25) years from date, after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument amending any of these restrictions is filed with the County Clerk of Trinity County, Texas. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, represented in person or by attorney, at a special meeting called for the specific purpose amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained; and

WHEREAS, at an annual meeting of the members of the Association, at which a quorum was obtained, a majority of the members, present and/or represented by proxy, voted to amend the 1990 Restrictions, as set forth in this document:

NOW, THEREFORE, the Board of Directors of Hillwood Acres Property Owners Association, Inc., hereby certifies and amends these 2008 Restated and Amended Restrictions

received a majority of the vote cast by the members of the Association, present and/or represented by proxy at the annual meeting of the Association on May 24, 2008, at which a quorum was present, and these 2008 Restated and Amended Restrictions are effective upon the filing of this document.

GENERAL PROVISIONS

1. **TERM:** These covenants, restrictions and/or provisions shall be covenants running with the land and shall be binding on all parties owning any lot or interest therein, and all persons claiming under them, for a period of twenty—five (25) years from date, after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument amending any of these restrictions is filed with the County Clerk of Trinity County, Texas. Any such instrument amending any of these restrictions shall be signed by the Board of Directors of the Association, represented in person or by attorney, at a special meeting called for the specific purpose of amending the restrictions, or an annual meeting at which notice of such proposed amendment is given, and at which either special or annual meeting a quorum of members, represented in person or by proxy, is obtained and a majority of those members present and/or represented by proxy vote in favor of such amendment.

2. **SEVERABILITY:** These restrictions, and each part of same, shall be held severable, in that the invalidation of any restriction or part thereof by any court shall not run to any other provision thereof, and said other provisions shall remain in full force and effect.

3. **ENFORCEMENT:** Enforcement of these restrictions shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any of same and legal remedy shall lie in restraint of violation or in recovery for damages. The right of legal action in enforcement shall accrue to any owner of property in said subdivision or any claimant there under, and to any political unit or governmental authority having jurisdiction in the matter in question. Any action to enforce any of these restrictions, including the collection of maintenance fees, shall be brought in a court of proper jurisdiction in Trinity County, Texas.

4. **LIENS:** Liens upon any lot, building site or tract of land in said subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. **EASEMENTS:** It is understood and agreed that the easements granted herein are reserved as permanent easements to all such lot owners, their heirs, assigns and their guests, and none others, to be used as a right of ingress and egress and for utilities easement.

RESTRICTIONS

1. **TEMPORARY STRUCTURES:** No house trailer, tent, shack, barn, or other outbuilding or structure shall be built on or moved onto this Subdivision, for the purpose of being used as a temporary or permanent residence. Any residence (dwelling) shall be of permanent on-site construction. No residence (dwelling) shall be constructed off-site for placement on the Lot. Accordingly, any type of prefabricated housing is specifically prohibited. Carports, garages and storage sheds may be allowed on each lot with a residence (dwelling). The determination whether to allow construction of carports, garages or storage sheds is solely within the discretion and approval of the Board of Directors

2. **MINIMUM BUILDING REQUIREMENTS:** The floor area of all residences, exclusive of open porches and garages, shall be not less than 600 square feet. The design, materials and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes and no building or structure shall be occupied or used until the interior thereof is completely finished. No building(s), structure(s), or other improvements(s) shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing by the Board of Directors of the Association. Approval by the board shall be granted or withheld based on matters of compliance with the provisions of these restrictions, quality of material, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. The Board of Directors shall have full and complete authority to approve or disapprove the construction or alteration of any improvement on any Lot, and its judgment shall be final and conclusive. No member of the Board shall be entitled to any compensation for services performed pursuant to this section. The board may, however employ architects, engineers, attorneys or other consultants to assist the board in carrying out its duties hereunder, and the Association shall pay such consultants for such service as they render to the Board. The Board of Directors shall approve or disapprove the construction or alteration of any improvement on any lot within thirty (30) days after receipt of the application.

3. **SEWAGE REQUIREMENTS:** Wherever a residence is constructed or moved on any lot it shall be provided with an inside toilet and shall be connected immediately with a septic tank or approved sewage system at the expense of the owner of said lot. Such sewage disposal system shall be constructed and maintained in accordance with the requirements of the State Health Department, The Texas Water. Quality Board and the Trinity River Authority, and shall be subject to the inspection and approval of the health officer of Trinity County, Texas.

4. **EASEMENTS:** Lots are to be purchased subject to easements to be established by grant or agreement between owner, his heirs and assigns, and the utility companies furnishing electricity, telephone, water, gas or sewage service, and in addition thereto, waterfront lots shall

be subject to flood easements established or to be established and granted to Trinity River Authority or other authority controlling Lake Livingston.

5. CULVERTS: Culverts must be used for driveways and walks and the drainage structures under private driveways shall have a drainage opening of sufficient size to permit free flow of water without back water flow and must have Board of Directors approval before installation.

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

7. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot. All household pets must abide by the Trinity County Animal Control Ordinance. A copy of the Trinity County Animal Control Ordinance may be obtained at the Trinity County Sheriff's Office.

8. RUBBISH: Relative to all improved Lots, the owners or occupants of all such Lots shall at all time keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner. An improved lot shall be defined as any lot with a residence (dwelling) or has been cleared and mowed at any time. Relative to all Lots, whether improved or otherwise, the owner thereof shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. No Lot shall be used or maintained as a dumping ground for trash and any tree(s) that have died and/or fallen should be removed within thirty (30) days. Trash, garbage or other waste material shall be kept in clean and sanitary containers awaiting immediate garbage collection or disposal. No burning of household garbage (e.g. discarded food and such) is permitted on any Lot. New building materials used in the construction of improvements erected upon any Lot may be placed upon such lot at the time of construction so long as the construction progresses without undue

delay, until the completion of the improvements. Each Owner(s) shall at all times repair and maintain his, her or their residence (dwelling), improvements and Lot in good and aesthetic condition. In the event of default on the part of the Owner or occupant of any Lot in regard to the foregoing repair and maintenance obligations, such default continuing after thirty (30) days written notice thereof, the Association, may, without liability to the Owner or any occupants, trespass or otherwise, but without being under any duty to do so, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Deed Restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition. If the association takes action authorized by this Deed Restriction, the Association shall have a lien against the property for payment of the expenses incurred by the Association, including any attorney's fees for enforcement of such lien, if the amount incurred by the Association is not paid within thirty (30) days of billing, which lien may be foreclosed under the same procedure as authorized for the collection of maintenance fees.

9. **PARKING:** No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines. The parking of automotive vehicles on road shoulders for a period of longer than twelve hours is prohibited. Hillwood Acres Property Owners Association, Inc.'s public areas are for temporary parking while using boat ramps and other facilities and may not be used for permanent parking or storage of more than 24 hours, except for Hillwood Acres Property Owners Association, Inc.'s use, or unless written permission is given by Hillwood Acres Property Owners Association, Inc. for any extended use of more than 24 hours.

10. **FIREARMS:** Practice with or use of firearms within the Subdivision is prohibited.

11. **BUILDING SITES:** No lot shall be re-subdivided and each lot shall be limited to a single family dwelling occupied by a single family. No building shall be placed closer than ten feet to the front property line and five feet from side property line. As used herein, the term single family dwelling, shall also be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a garage apartment or any other apartment, for

any multi-family use or for any business, educational, church, professional or other commercial activity of any type; provided, however, that notwithstanding any provision contained herein to the contrary an Owner may use a portion of his residence as a personal office for profession or occupation, provided:

- a. the public is not invited, permitted, or allowed to enter the residence or any structure of improvement upon such Lot and conduct business therein;
- b. There is no increase in traffic in the Subdivision affiliated in any respect with the personal office;
- c. no signs advertising such profession or business are permitted;
- d. no on site employees are permitted;
- e. no noxious or offensive activity or condition, noise and/or odor are permitted;
- f. no residential address may be utilized for advertising purposes of referenced in business directory of a telephone book;
- g. the outward appearance of a residence shall not evidence in any manner such profession or business;
- h. such use in all respects, complies with the laws of the State of Texas, local ordinances, and the laws, rules and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters, and conforms to public policy considerations.

The term "single family residence (dwelling), shall also be defined as:

- a. one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, and their dependent grandparents;
- b. no more than two (2) unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, and their dependent grandparents.
- c. any member who rents a house or property within the Subdivision will be responsible for all deed restrictions.

12. WALLS AND FENCES: Walls and fences, if any, shall be no higher than six feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

13. MINERAL DEVELOPMENT: No oil well drilling, oil development operation or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or

mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described, or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

14. Original paragraph 14 of Deed Restrictions deleted by this amendment.

15. HILLWOOD ACRES PROPERTY OWNERS ASSOCIATION, INC.:

All owners of lots in Hillwood Acres shall be members of the Hillwood Acres Property Owners Association, Inc., chartered as a Texas Non-Profit Corporation on July 1, 1985, Charter #758060, and all lots within Hillwood Acres shall be subject to the maintenance fees and other assessment fees as set forth in these restrictions.

16. MAINTENANCE FEES:

A. All owners of lots in said Hillwood Acres shall pay an annual maintenance fee as determined and set by the Association, as defined by the Bylaws and Deed Restrictions of Hillwood Acres Property Owners Association, Inc. The amount of the maintenance fee shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event, the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall be the amount set for the preceding year. Such maintenance fee shall be secured by said Vendor's Lien upon the particular lot, tract or parcel of land at the time the fee is due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.

B. Maintenance fees shall be payable to "Hillwood Acres Property Owners Association" at 187 Sandy Drive, Trinity, Texas 75862. The Maintenance Fee shall become delinquent if not paid before January 31st in the year such fees are due. Invoices for maintenance fees will be sent out not less than 90 days prior to the delinquency date. Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel. Interest at eighteen percent (18%)(See Attachment A) per year from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available, including non-judicial foreclosure pursuant to Section 51.002 and such persons and/or entities hereby expressly grant to the Association a power of sale in connection with such, liens.

C. The vendor's lien securing payment of the maintenance fee provided for above shall be subordinated to the lien of any mortgage or mortgages granted or created by the person or entity owning same to secure the payment of funds advanced and used for the purpose of purchasing and/or improving such lot, tract or parcel. The sale or transfer of any such lot, tract or parcel pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien securing such maintenance fee as to all past due payments. No such sale or transfer shall relieve such lot, tract or parcel from liability for maintenance fees thereafter becoming due or from the lien securing same.

D. All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same. Said lien and fee shall attach to the particular lot, tract or parcel upon conveyance of same by the Association.

E. The Board of Directors of 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 these restrictions, said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions and Bylaws of the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lot/lots he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

F. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:

- (1) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
- (2) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
- (3) the construction of club house facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer; and
- (4) doing any other thing necessary or desirable in the opinion of the Board of said Association, to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Hillwood Acres Subdivision including any expenses incurred in enforcing any provisions of the By-Laws and Restrictions, including any amendments thereto, approved by the Hillwood Acres Property Owners Association, on file in the County Clerk's office of Trinity County, Texas.

17. **SPECIAL ASSESSMENTS:** The Association shall have the right to assess against each member, in addition to the maintenance fees as set forth in the By-Laws and Deed Restrictions, special assessment fees for upkeep of their lots and other Deed Restrictions. Such special assessments shall be assessed against each such lot and shall be secured by a lien against

the lot, to be enforced the same as the maintenance fees as required by the By-Laws and these Deed Restrictions. The special assessment shall be set by the Board of Directors, subject to the approval of the majority of the members, as provided for by the provisions of the Bylaws and these Deed Restrictions. Further, the Board of Directors may assess charges for mowing and cleaning up of any lot within the Subdivision if the owner of said lot fails to mow and clean up the lot after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and cleaning up, thirty (30) days, upon receipt of notice, within which to mow and clean up the lot owned by said property owner. Such notice shall be by Certified Mail, return receipt requested to the last address of said lot owner on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter. Assessment fees become delinquent if not paid within thirty (30) days upon receipt, and shall further be secured by a lien against the lot to be enforced the same as maintenance fees as set forth in the By-Laws and these Deed Restrictions.

18. RIGHTS OF ASSOCIATION: The Association reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior to subsequently thereto, and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no wise affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Association of any act shall be subject to any Municipal, County, State or Federal rules regulations or laws.

19. OFF ROAD VEHICLES: No off road vehicles, except maintenance/utility type vehicles, golf carts, or lawnmowers, should be driven upon the streets situated within Hillwood Acres Subdivision and any operator not licensed should be supervised by an licensed adult at all times. Off road vehicles are defined as any three-wheel, four-wheel vehicles and/or off road motorcycles or any other vehicle not "street legal" and/or otherwise licensed and inspected for being operated and driven upon streets and highways in the State of Texas, as required by Texas law. Violation of this deed restriction is specifically governed by Section 202.004(c), Texas Property Code, which allows the trial court to assess civil damages for the violation of the

restrictive covenants in an amount not to exceed \$200.00 for each day of the violation. All posted speed limits must be maintained at all times within the Subdivision.

Executed by the Board of Directors of Hillwood Acres Property Owners Association, Inc. as shown by their respective acknowledgments.

Don Ford
Don Ford – President

Virginia Hooper Johnson
Virginia Johnson – Secretary

Pete Paske
Pete Paske – Vice – President

Bill Nelson
Bill Nelson – Member

Quinnia Nichols
Quinnia Nichols – Treasurer

Billy Vick
Billy Vick – Member

THE STATE OF TEXAS *

COUNTY OF TRINITY *

Acknowledge before me, the undersigned authority, by Don Ford, Pete Paske, Quinnia Nichols, Virginia Johnson, Bill Nelson and Billy Vick, Directors of the Hillwood Acres Property Owners Association, Inc, on the 21 day of July, 2008.



Betty J. Wilson
Notary Public, State of Texas

After Filing Return to:
Evans and Kitchens, LLP
Lawyers
P.O. Drawer 310
Groveton, Texas 75845

STATE OF TEXAS
COUNTY OF TRINITY

(Diane McCrory Clerk of the County Court in and for said county, do hereby certify that this annexed and foregoing instrument of writing with its certificate of authentication, was filed and recorded for record in my office, 22nd day of July, 2008, at 3:15 o'clock P.M.

In Official Record of said County in Vol. 822 on page 245. Witness my hand and the seal of the County Court of office in Groveton, Texas, the day and the year last above written.



Diane McCrory
County Clerk Court, Trinity County, Texas
By Tracy Waddle Deputy

FILED
at 3:15 o'clock P.M.

JUL 22 2008

DIANE MCCRORY
COUNTY CLERK, TRINITY CO., TEXAS
By Tracy Waddle Deputy