

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

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

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 Sub-division and continuing an orderly development of the Subdivi-sion;

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