

**HOLIDAY SHORES AMENDED DEED RESTRICTIONS
SUBDIVISION NO. 1: SECTIONS 1, 2, 3, 4, & HIDEAWAY HILLS**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SAN JACINTO

I. INTENT OF THE AMENDED RESTRICTIONS

By the passage of these amended deed restrictions, it is the intent of the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION**, to amend, replace and supersede all prior and existing recorded deed restrictions affecting the below described sections.

II. IDENTIFICATION OF SECTIONS

- A. HOLIDAY SHORES, SECTION ONE, SUBDIVISION ONE** and herein sometimes referred to as "**Subdivision**", according to the map or plat thereof of record in **Volume 104, Page 62**, of the Plat Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property.
- B. HOLIDAY SHORES, SECTION TWO, SUBDIVISION ONE** and herein sometimes referred to as "**Subdivision**", according to the map or plat thereof of record in **Volume 110, Page 477**, of the Plat Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property.
- C. HOLIDAY SHORES, SECTION THREE, SUBDIVISION ONE** and herein sometimes referred to as "**Subdivision**", according to the map or plat thereof of record in **Volume 110, Page 478**, of the Plat Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property.
- D. HOLIDAY SHORES, SECTION FOUR, SUBDIVISION ONE** and herein sometimes referred to as "**Subdivision**", according to the map or plat thereof of record in **Volume 112, Page 441**, of the Plat Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property.
- E. HIDEAWAY HILLS, SECTION ONE**, and herein sometimes referred to as "**Subdivision**", according to the map or plat thereof of record in **Volume 6, Page 19**, of the Plat of Records of San Jacinto County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property.

III. INTENT OF THE ASSOCIATION

- A. WHEREAS, HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, herein sometimes called "The Association", in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said **Subdivision**, and for the protection of said property owners in said **Subdivision**, and for the protection of said property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

1. **WHEREAS, HOLIDAY SHORES SUBDIVISION NUMBER ONE IS CONTIGUOUS TO THE SOUTHEAST BOUNDARY LINE OF HIDEAWAY HILLS.**
2. **WHEREAS, HOLIDAY SHORES Property Owners**

Community Improvement Association has been duly and legally formed, composed of all the property owners in said Subdivision for the purposes therein stated and has been incorporated under the law into a Texas Not for Profit Corporation for the mutual benefit of the community called **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.** And sometimes hereinafter referred to as "**The Association**".

3. **WHEREAS**, said **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, has agreed to allow all of **HIDEAWAY HILLS** lot purchasers to become full members in said Association with the same obligations, conditions, privileges and benefits as the lot purchasers in **HOLIDAY SHORES SUBDIVISION NUMBER ONE**, and whereby the Association shall have the right and responsibility to control all architectural improvements in **HIDEAWAY HILLS** and to collect maintenance fees and assessments as hereinafter provided together with the right and responsibility to disperse same as hereinafter provided.

B. NOW, THEREFORE, HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas Corporation, does hereby make and file the following declarations regarding the use and/or improvements on the lots located in **HOLIDAY SHORES SUBDIVISION NUMBER ONE, TWO, THREE, FOUR, AND HIDEAWAY HILLS SUBDIVISION**.

IV. DEED RESTRICTIONS

1. Lot Number Six, Block Number One, Section One of **HIDEAWAY HILLS SUBDIVISION** shall be expressly excepted from these Deed Restrictions and Covenants and unaffected by the same.
2. No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plans showing the location and size of such building have been approved, in writing, as to conformity with the reservations, protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building permit has been issued by an Architectural Control Committee, designated by **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, its successors or assigns.
 - a. In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, submitting said plans and specifications addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reasons therefore.

Such notice need not, however, contain any suggestions as to the methods of curing the matter and things disapproved. The judgement of the committee or its designated representative shall in all things be final.

- b. All lots in **HOLIDAY SHORES, SECTION ONE**, except those hereinafter specifically set forth shall be known and designated as “residential lots” and shall be used for single family residential purposes only. Lots 1,2,3, and 6, Block 2, Lots 1,2,4,6,8,10,12,13,15 and 16, Block 3, Lots 1,2,3, Block 5, and Lots 1 and 2, Block 6; said lots being all lots fronting on FM Rd. 224/Marina Trail shall be designated as “commercial lots” and may be used for commercial use if owners prefer to do so. However, all buildings on these specific lots must be built on concrete slabs and conform to all protective and restrictive covenants herein set forth.
- c. All lots in **HOLIDAY SHORES, SECTION TWO**, except those hereinafter specifically set forth shall be known and designated as “residential lots” and shall be used for single family residential purposes only. Lots 1 and 2, Block 7, Lots 1,2,3,4,5,6,7,8,9,10,11, and 12, Block 8, and Lots 1,2, and 3, Block 11; said lots being all lots fronting on FM Rd. 224/Marina Trail shall be designated as “commercial lots, and may be used for commercial use if owners prefer to do so. However, all buildings on these specific lots must be built on concrete slabs and conform to all protective and restrictive covenants herein set forth.
- d. All lots in **HOLIDAY SHORES, SECTION THREE**, except those hereinafter specifically set forth, shall be known and designated as “residential lots” and shall be used for single family residential purposes only. Only lot 24B, Block 6, that fronts on FM Rd. 224/Marina Trail, shall be designated as a “commercial lot” and may be used for commercial use of the owners prefer to do so. However, all buildings on this lot must be built on concrete slabs and conform to all protective and restrictive covenants herein set forth.
- e. All lots in **HOLIDAY SHORES, SECTION FOUR**, shall be known and designated as “residential lots”, and shall be used for single family residential purposes only.
- f. All lots in **HIDEAWAY HILLS, SECTION ONE**, except Lot 6, shall be known and designated as “residential lots”, and shall be used for single family residential purposes only, and no lots shall be used in any way for road access right of way from the dedicated county roads in the Subdivision to adjoining land or tracts without the specific written permission of the developer, his heirs, successors or assigns.
3. No building or other structure, including fences, except entrance structures and fences fronting on FM Rd. 224/Marina Trail, shall be located on any lot nearer to the street than the building setback line as set forth herein. The building setback lines, on all residential lots not fronting on FM Rd. 224/Marina Trail shall be at least twenty (20) feet back from the property line fronting the street in all cases except corner lots. In the case of a corner residential lot, the twenty (20) foot setback shall be on the side of the lot fronting on the street. In the case of the side of the lot abutting the street, the minimum setback shall be ten (10) feet. Corner

residential lots shall be deemed to front on the street side having the least frontage. No building shall be located nearer than five (5) feet to any interior lot line, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. However, all lots fronting FM Rd. 224/Marina Trail and herein specified, the building line shall include open porches and garages or any other abutting structures to the principle residence. Variations from these requirements as to building location may be granted by **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, upon recommendation of the Architectural Control Committee and upon such variations being ratified by all abutting property owners.

4. No mobile home, modular home, or RV shall be moved on this subdivision to be used as a temporary or permanent residence at any time. All homes are to be constructed on site and must have Architectural Control Committee approval. No garage or other out-building shall any be used as a temporary or permanent residence in this subdivision. Storage buildings are permitted with the approval of the Architectural Control Committee. Only permanent Property Owners may store RV's on their property. All must have current State Licensing. All must abide by building Guidelines as stated in Item 14, page 6 in deed restrictions. RVs will be allowed to camp on the lots in Section Five owned by the Holiday Shores Marina.
5. The floor area of all residences, exclusive of open porches and garages, shall be not less than 1200 square feet. The design, materials, and workmanship in all buildings shall be on conformity with common use by architects and builders of quality homes, and no building or structure shall be occupied or used until the exterior thereof is completely finished.
 - a. The Property owner will have such residence completed to the DRY IN stage within 12 calendar months from the start date of initial construction on site. A penalty of \$100.00 per week until such DRY IN stage is achieved. The majority of the Board of Directors can waive the penalty due to "good cause" and a vote.
 - b. In the event that the property owner wishes to build on pilings, the area must immediately be enclosed to hide said pilings.
6. No residence or residential lot shall be used as short term rental property. Short term is defined as any time period less than six months. No residence or residential lot shall be used as a retail or wholesale outlet.
7. Wherever a residence is established on any lot it shall be provided with electricity and water. An inside toilet 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 in accordance with the requirements of the State Health Department and the Trinity River Authority and shall be subject to the inspection and approval of the health officer of San Jacinto County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch or Lake Livingston, either directly or indirectly, is strictly prohibited.
8. Lots are to be purchased subject to easements to be established at any time by grant or agreement between

HOLIDAY SHORES PROPERTY OWNERS

ASSOCIATION, INC., its successors or assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage and all utilities shall have the right, without fear of damages, when it has permission from **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, its successors or assigns, to enter upon said lot and cut any trees or do what work it deems necessary to install and maintain said utilities. In addition thereto, waterfront lots shall be subject to flood easements established or to be established and granted to the Trinity River Authority or any other controlling Lake Livingston.

9. Culverts must be used for driveways and walks and the drainage structures under private driveways shall have a net drainage opening of sufficient size to permit free flow of water without back water and shall be a minimum of a fifteen inch (15") diameter plastic culvert.
10. No noxious or 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.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats (not to exceed two of any category) 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.
12. The owners and/or occupants of all lots in this subdivision shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material or equipment except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon.
 - a. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing any of the above requirements, the association, its successors or assigns, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish etc. so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such for the cost of such work.
 - b. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such invoice immediately upon receipt thereof.
13. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent, in writing, of the Architectural Control Committee. The association or members of the committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing shall not be liable and is expressly released from any liability or trespass or other sort in

connection therewith or arising from such removal. 14475

14. On all residential lots, no boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty foot building setback lines. The parking of automotive vehicles on road shoulders for a period of longer than twenty-four hours is prohibited.
15. Each lot sold shall be subject to a yearly maintenance fund assessment of \$110.00 per year, due and payable annually each July First of each year.
 - a. The annual maintenance fund assessment may change from year to year depending upon economic conditions. Said increases or decreases in the annual maintenance fund must be approved by a two-thirds majority vote of the board members of the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**
 - b. Said fund is to be collected and dispersed by the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**
 - c. This fund shall be used for the purpose of building, maintaining and operating the parks, swimming pools, and disposing of garbage and rubbish, or doing any other things necessary or desirable to keep the property in neat, clean, and in good order in the opinion of the Association, its successors or assigns.
 - d. Failure to pay this fund assessment when due creates a valid lien upon said lot in favor of the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, its successors or assigns.
16. All members of the association in good standing and their families shall have free ingress and egress to the lake through the park areas, and have full use of all the waterfront improvements and pool, park and recreational facilities in the parks at their own risk. Property owners must accompany other guests.
 - a. Guests of commercial properties, such as hotels and motels, shall enjoy the same privileges but shall be billed at special rates for their maintenance fees by the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, successors or assigns, determined by the size of the said business and the degree of their participation in the use of the said facilities.
17. Any or all of the covenants herein may be annulled, amended or modified at any time by a vote of two-thirds of the Board of Directors of the **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, on the recommendation of the Architectural Control Committee and ratified by a majority of the lot owners in the section in which such amendment is proposed.
 - a. All such lot owners shall be given thirty days notice, in writing, of any proposed amendment before the same is adopted.
 - b. The person or persons requesting the amendment

shall bear all the expense of such amendment. 14476

c. No amendment shall place an additional burden or restriction on lots in said subdivision where the owner of such lot does not join in such amendment.

18. All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser of their successors, heirs or assigns. Violation of any of these restrictions or covenants by one lot owner shall not necessarily void or affect the responsibility of any other lot owner to abide by these restrictions. Invalidation of any one of the covenants or restrictions by a judgement of any court shall in no way affect any of the other provisions which shall remain in full force and effect. 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 five years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenant shall be extended automatically for successive five year periods unless aforementioned steps are taken to terminate them.

19. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner or any lot in said subdivision.

IN WITNESS THEROF, HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC., has caused these presents to be executed by its president thereunto duly authorized on the 22 day of JUNE, 2015.

HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.

BY: Ronald M Scheet
Ron Scheet, President

CORPORATION ACKNOWLEDGEMENT

14477

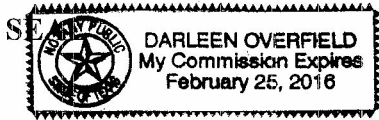
THE STATE OF TEXAS

COUNTY OF SAN JACINTO

BEFORE ME, the undersigned authority, on this day personally appeared Ron Scheet, President of **HOLIDAY SHORES PROPERTY OWNERS ASSOCIATION, INC.**, a Corporation, known to me to be the person whose name is subscribed to the foregoing Instrument, and acknowledged to me that the executed the same as the act and deed of said Corporation and for the purposes and considered therein expressed and in the capacity therein stated.

GIVEN UNDER MY OFFICIAL HAND AND SEAL OF OFFICE

This 22 day of June, 2015.



Darleen Overfield
Notary Public in and for the State of Texas

Return To:
HSPWA
380 MARINA TRAIL
Coldspring, TX 77331

20152901

14478

Filed for Record in:
San Jacinto County

On: Jun 22, 2015 at 10:21A

As a
Recording

Document Number: 20152901

Amount: 49.00

Receipt Number - 5517

By:
Chandra Gressett

STATE OF TEXAS
COUNTY OF SAN JACINTO

I, Dawn Wright hereby certify that this instrument was filed in number sequence on the date and time hereon by me, and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas as stamped hereon by me on

Jun 22, 2015

Dawn Wright, County Clerk
San Jacinto County, Texas