

Happy Hide-A-Way Civic Club, Inc.

AMENDED DEED RESTRICTIONS
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Amended Deed Restrictions

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until June 1, 1990, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, provided that at the time for any renewal a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns, including purchasers of tracts in other parts of the private resort area of which this is a part, shall violate or attempt to violate any of the covenants herein it shall be lawful for the Grantor, their successors or assigns to enter and abate such violations without liability, and any other persons owning real property situated in said resort area shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent them continuing such violation or for injunction or damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.
3. If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.
4. No building shall be erected, placed or altered on any building tract in this resort area until the plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the resort area, as to location with respect to the topography and finished ground elevation by a majority of the Architectural Committee composed of Lewis R. Tyra, W.M. Schmuck and Joe F. Wheat, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to appoint a successor or successors with full authority. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee, or the designated representative, fail to approve or disapprove within thirty (30) days after Plans and Specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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5. No outside privies or toilets shall be permitted on any tract of land. All toilets shall be inside the houses and except for chemical toilets, shall be connected to a sewage disposal or a septic tank, prior to occupancy, and at the expense of the owner of the tract. Such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the state health officer of Harris County, Texas or other governmental authority having jurisdiction, and shall be subject to the inspection and approval of such authorities and of the Architectural Committee. Sanitary chemical toilets may be used provided they are located within the house. The drainage of septic tanks into a road, street, drainage ditch or easement or Lake Houston either directly or indirectly, is strictly prohibited.

6. All tracts shall be used exclusively for residential purposes except that tracts 35, 36, 37, 38, 39 and 78 may be used for duplex houses, provided the tracts are not subdivided and tracts 29, 30, 31, 32, 33, 34 and 77 may be used for any legal purposes. The term "residential purpose" as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, hotels, and to exclude all commercial and professional uses whether from homes or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential tract other than one single family not to exceed two stories in height and a private garage for not more than two cars. One storage shed erected for the purpose of storing books, motors and so on, not to exceed 4 feet in width by 8 feet in depth, may be constructed on any tract provided it is constructed of new lumber and is painted on the outside with at least two coats of paint and is located at the extreme rear end of the tract. A boat storage shed, not wider than 8 feet and longer than 20 feet may be constructed on each tract provided it is built with new lumber and the exterior painted with at least two coats of paint and provided it is located on the extreme rear of the tract. No occupancy shall be made of either the storage shed or the boat house.

7. No improvements shall be located on any tract nearer than twenty-five (25) feet to the front line, nor nearer than ten (10) feet to any street side line nor nearer than five (5) feet from any side tract line, nor nearer than twenty (20) feet from the rear tract line, except that a detached garage, boat shed or storage shed may be located within five (5) feet of the rear tract line and that on any tract fifty (50) feet or less in width, improvements may be located within three (3) feet from any side line provided it is not nearer than ten (10) feet to any street side line. In the event improvements constructed on more than one tract or on a divided tract, then the outer property line shall be considered the side tract line and the inside tract line shall be considered abandoned and of no effect. The word "improvements" shall include galleries, porches, portecocheres and every other pertinent part of the improvements, except the parapet wall, steps or the extension of the eaves of the roof. Any person or persons owning two or more adjoining tracts may sub-divide and consolidate such tracts into one or more building sites with the privilege of placing or constructing a residence on each resultant building site. No site shall

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- contain less than four thousand (4,000) square feet. In no event shall one tract be sub-divided into two or more tracts without permission of the Architectural Committee. House boats may be moored on any tract facing the main body of Lake Houston, provided that the houseboat has been approved in writing by the Architectural Committee. Once anchored or moored to a tract the houseboat must be kept in first class condition. In no event shall there be more than one boat to the tract.
8. No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining tract or which shall materially impair the continuity of the general landscaping plan, and no fence shall be constructed on any tract without written permission from the Architectural Committee.
 9. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or a violation of the law.
 10. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently. No trailer house or covered trailer shall at any time be erected or placed on any tract for any purpose whatsoever. No building shall be moved on to any tract unless erected to conform to requirements set out herein and unless approved in advance by the Architectural Committee. No boat trailer or utility trailer of any type, or broken down automobiles or trucks of any type, may be stored on any tract unless it is stored in the rear yard of the house occupying the tract.
 11. No residential structure shall be placed on a residential tract unless its living space has a minimum of nine hundred (900) square feet of floor area excluding open or screened-in porches, carports and garages. Any building moved on any tract must have the written consent of the Architectural Committee and in the event such consent given, any repairs necessary to such building shall be completed within ninety (90) days or the building moved off.
 12. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any residential tract, except that two (2) dogs, two (2) cats or other household pets not to exceed two (2) in number may be kept provided they are not kept, bred or maintained for any commercial purposes; two (2) horses may be kept on a tract of not less than fifteen thousand (15,000) square feet provided they are not kept for commercial purposes and are staked, fenced or otherwise retained. In no event shall horses be kept within one hundred (100) feet from any adjoining residence or improvement unless approval is obtained from the owner of such adjoining residence.

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13. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.
14. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except temporarily 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.
- The owners of all tracts 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 tract for storage of material and equipment except for normal residential requirements. In the event of default on the part of the owner or occupant of any tract in observing the above requirements or any of them, Grantor may without liability to the owner or occupant for trespassing or otherwise, enter upon said tract and cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash, rubbish and so on, so as to place said tract in a neat, attractive, healthful and sanitary condition and the occupant or owner of such tract, shall owe for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract to pay such costs immediately upon notice.
15. All residences shall be completed within six (6) months from the date of beginning construction unless such period is extended in writing by the Architectural Committee. Exteriors must be completed within ninety (90) days.
16. All driveways should connect to roads over culvert pipe of ample size to permit adequate flow of water through the road ditches or if a bridge is used it shall be of sufficient height to permit free flow of water under it. These bridges or culvert pipes should be approved by the Architectural Control Committee prior to installation.
17. All tract owners shall pay to Grantor, its successors and assigns \$50.00 per year- per full lot and \$40.00 per year - per half lot, payable on the first day of January each year, or at the option of the Grantor, at the rate of \$4.17 per month for the purposes of creating a maintenance fund, to be used by it for the upkeep and maintenance of roads, as well as parks and boat ramps. Grantor and its assigns shall act as the custodian and administrator of said maintenance fund, and it shall have the right to collect, hold and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the provisions hereof. Grantor shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or persons and Grantor shall not be accountable to any person for such fund or how the same is spent. All funds collected from such

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maintenance charge from the various sections of Happy-Hide-A-Way, now or hereafter, may be pooled, merged or combined into a single maintenance fund, to be expended by Grantor for the general common good and benefit of the various sections of Happy-Hide-A-Way paying into such fund, without regard for the amount collected from each section. Grantor may use such funds or any part thereof, as far as the same will go, towards safety and/or health projects; for improving and maintaining the streets, roads, lanes and drive ins in any of the sections of Happy-Hide-A-Way, picnic grounds and/or other recreational facilities, for providing various services to the owners and/or occupants of tracts in the various sections of Happy-Hide-A-Way, and in general, for any and all purposes which may be a general benefit or useful to the owners and/or occupants of the tracts in the various sections of Happy-Hide-A-Way, it being understood that the judgment of the Grantor or his successors or assigns as custodian and administrator of said Maintenance fund, when used in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties of interest. Grantor shall not be entitled to any compensation, for acting as custodian and administrator of said "Maintenance fund". The above maintenance charge provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in paragraph 1, above. The payment of the maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby retained and imposed against and upon each and every tract which is subject to such charge; but such lien shall be inferior and subordinate to any bona fide construction loan to provide improvements on any tract and to all extensions and renewals thereof, provided that said vendor's lien shall reattach as against any subsequent purchaser subject only to any vendor's lien retained in the deed to him.

18. The digging of dirt or the removal of any dirt from any tract is expressly prohibited, except when necessary in conjunction with the landscaping of such tract, or in conjunction with construction being done on such tract. No trees shall be cut on any tract except to provide room for construction or buildings, or to remove dead or unsightly trees.
19. No firearms of any nature or description shall be displayed or allowed outside of the residence or improvement of any tract.
20. Grantor reserves the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.

**Happy Hide-A-Way Civic Club, Inc.
Special Call Meeting of the Board of Directors
September 3, 2008**

Board of Directors

Robert Montgomery
James Seay
Wendy Smith
Bobbie Tilton
Joe Young

Officers

David McAdams – President
Patty Cummings – 1st Vice President
Judy Young – Secretary
Dawn McAdams – Treasurer

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

David McAdams
David McAdams – President

Judy Young
Judy Young – Secretary

Dawn McAdams
Dawn McAdams – Treasurer

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS AND COUNTY OF HARRIS.
I hereby certify that this instrument was FILED in the number Sequence on the date and at the place of document by me and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

NOV 29 2010



Erin E. Hayden
COUNTY CLERK
HARRIS COUNTY, TEXAS

Bonnie R. Taylor
COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 NOV 29 AM 11:46

FILED

Witness this 15th day of September, 2008

Patty Cummings
NOTARY PUBLIC FOR THE STATE OF TEXAS



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