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Complete Set

DEED RECORDS
VOL 368 PAGE 99

RESTRICTIONS FOR OAK HOLLOW, SECTION ONE
A SUBDIVISION OUT OF THE JAMES COOPER SURVEY
ABSTRACT NO. 114, B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 98
AND THE THOMAS OGG SURVEY, ABSTRACT NO. 232, WALLER COUNTY, TEXAS

THE STATE OF TEXAS :
COUNTY OF WALLER :

WHEREAS, STANLEY DEVELOPMENT COMPANY, a Texas Corporation, (hereinafter called "Grantor"), is the owner of a certain tract or parcel of land containing 415.53 acres of land in the James Cooper Survey, A-14, the B.B.B & C.R.R. Survey, A-98, and the Thomas Ogg Survey, A-232, in Waller County, Texas; and:

WHEREAS, said tract has been subdivided into a recorded subdivision known as Oak Hollow, Section One, does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereof will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers, or owners, their heirs and assigns, and all parties or persons holding possession under such purchasers or future owners in Oak Hollow Subdivision, Section One. Each purchaser or future owner, or party holding possession under person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants as herein set forth.

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT GRANTOR, in consideration of the premises set forth above, does herewith place the following restrictions upon said Oak Hollow Subdivision, Section One, and each and every part and parcel thereof, to-wit:

The conditions, restrictions and covenants shall be binding upon the land and the purchasers thereof until January 1, 2025, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4ths) of the owners of tracts in said subdivision agree in writing properly filed in the office of the County Clerk of Waller County, Texas, that the said restrictions shall be continued for such period.

It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in

said property by, through or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions and easements. It is further provided that the invalidation of any one or more of these easements, covenants or restrictions, or any part thereof, by a Judgment of a Court, or any Court order or in any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

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PROPERTY OWNERS ASSOCIATION

Grantor has caused to be formed "Oak Hollow Property Owners Association", a Texas non-profit corporation (hereinafter called "The Association").

The Association shall have the rights, powers and duties provided for herein and in its Articles of Incorporation and By-Laws and shall be governed by its Articles of Incorporation and By-Laws. The Grantor shall name the Directors of the Association until January 1, 2025, or at the Grantor's option, issue memberships in the Association, before this date, to the owners of such lots, within the subdivision, as such owners are shown on its records. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-Laws. Each lot owner shall be entitled to one vote for each lot owned by him.

Each lot, but not the "reserves" or the "drill sites" unless the "reserves" or the "drill sites" are being used for residential purposes, shall be subject to an annual maintenance charge, hereinafter called "Maintenance Charge", of Twenty-four Dollars (\$24.00) per year. The maintenance charge for each lot may be increased or decreased, annually, as determined by the Association, provided that such maintenance charge shall be uniform as to all lot owners. The maintenance charge shall be secured, collected, managed and expended as follows:

A. The maintenance charge for each lot shall be due and payable monthly in advance, following the sale of such lot by the Grantor. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.

B. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the Subdivision and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation or obligation, expend the maintenance fund for improving and maintenance of common areas, "reserves", vacant lots, easements, street lightings, enforcement of these Restrictions by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Subdivision and the residential lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misconduct. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest, rates.

C. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien may, at the option of the Association, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums

advanced to cover the purchase price for the lot or the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Association. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided, however, that such lien be enforceable only by the Association, its successors or assigns; provided further, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien.

The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the maintenance charge, first notify the record owner of notes secured by liens covering residential lots in the Subdivision (excluding "second lien notes" and other indebtedness secondary and inferior to the "first mortgage"), by registered or certified mail, return receipt requested, sent to such record owner at the last address, if any, of such record owner given to the Association, of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any residential lot until sixty (60) days have expired after the mailing of such notice.

D. The provisions of this Section shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

RESTRICTIONS

1. It is expressly understood that all lots, tracts, and lands in all of said subdivision with the exceptions hereinafter mentioned shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose. In this connection, it is understood and agreed that the tracts designated as "reserves" are not in any manner limited and restricted to residential usage, but may be used for commercial purposes.

The previous landowner has retained title to the minerals under the subdivision and the Grantor has reserved several "drill sites". These drill sites may be used for the production, storage and transportation of oil and gas and other minerals.

2. If any of the said parties shall violate any of the covenants herein contained it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against violators and to recover damages for the breach thereof for both injunctions and damages, or for any other relief obtainable for such violation.

3. The following lots are restricted to "homes" only. No mobile homes will be allowed on Lots 1 thru 18, Block 5 and on Lots 23 thru 31, Block 2. The ground floor area of any residence built on the aforementioned lots shall contain not less than 900 square feet of living area. Any one and one-half and two story residences built on the aforementioned lots shall contain not less than 1,200 square feet of living area.

4. Mobile homes may be used as homes providing they contain at least 700 square feet of living area. These homes must be clean and in good condition at time of moving onto the lot.

5. No more than one (1) single family residence per lot will be permitted. No tents, sheds, garages, barns, camping trailers, motor homes or outbuildings shall at any time be used for a residence, either temporarily or permanently, nor shall any building be moved onto a lot within the subdivision without the written consent of the developer. No mobile home older than five (5) years shall be placed on any residential lot within the subdivision without the written consent of the developer.

6. All mobile homes must be skirted by either brick, stone, wood or aluminum siding within thirty (30) days from the date the mobile home is moved onto the property.

7. Whenever a residence is established on the property all toilets shall be connected with a septic tank and drain field system that meets the Waller County Health Department standards and the Texas Department of Health standards.

8. All residences may connect to the central water system, providing the lot purchaser has paid the required water connection tap fee and agrees to pay the monthly water service fee. The lot purchaser may drill their own water well.

9. No fowl, swine or goats will be allowed within the subdivision. Household pets such as dogs, cats and birds will be allowed provided they are kept on the owner's property and not allowed to roam the neighborhood. Two (2) horses or two (2) cows or a combination of one (1) horse or one (1) cow will be allowed on tracts that are larger than one acre in size. If a property owner owns two or more continuous lots that have a total area of more than one acre, then horses or cows will be allowed.

10. No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property. No hunting will be permitted.

11. No inoperative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag and state inspection sticker. No vehicle shall be parked in the road right-of-way.

12. No drilling or exploration of minerals is allowed within the subdivision other than on the "drill sites".

13. No sign of any kind shall be displayed to the public view on any lot except one small sign of not more than six (6) feet square advertising the property for rent or sale. The developer is allowed two large signs in the subdivision advertising the subdivision lots for sale, etc.

14. All residences and buildings must adhere to the subdivision plat setback lines.

15. All structures placed on the property must have finished exteriors such as brick, varnish or paint, etc. Any construction shall be of new materials (no used lumber shall be used or stored within the subdivision). Any structure being built within the subdivision must have a completed exterior within six (6) months after starting construction; wood siding shall have been painted or stained; roofing shall have been completed.

16. Any fence that faces a street must be of wood or steel construction. No barbed-wire fencing facing a street is allowed.

17. No property owner shall excavate, remove or sell the soil other than what may be necessary for the reasonable use, upkeep and maintenance of the property.

18. No property owner shall cut, timber or remove any trees from said property larger than eight (8) inches in diameter without the prior written consent of the developer.

19. All property owners will construct a driveway using concrete reinforced culverts of at least eighteen (18) inches in diameter, or larger if required by Waller County, placed in the road ditch according to Waller County requirements. Driveways must be constructed within ten (10) days after moving on the property.

WITNESS MY HAND this the 9th day of July, 1984.

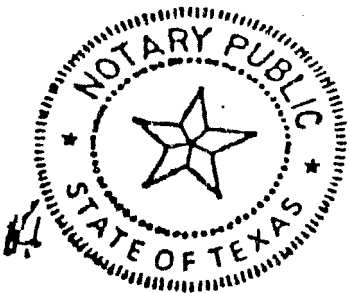
STANLEY DEVELOPMENT COMPANY

BY Lloyd A. White
LLOYD A. WHITE, President

THE STATE OF TEXAS
COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the 9th day of July, 1984, by Lloyd A. White, President of Stanley Development Company, a Texas corporation, on behalf of said corporation.

Charlotte Wilson
Notary Public, State of Texas
CHARLOTTE WILSON
My Commission Expires 2-27-88



STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Waller County, Texas, so stamped herein by me, on



JUL 18 1984
ELVA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS

Louise Avery
LOUISE AVERY Deputy

REED RECORDS
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19. All property owners will construct a driveway using concrete reinforced culverts of at least eighteen (18) inches in diameter, or larger if required by Waller County, placed in the road ditch according to Waller County requirements. Driveways must be constructed within ten (10) days after moving on the property.

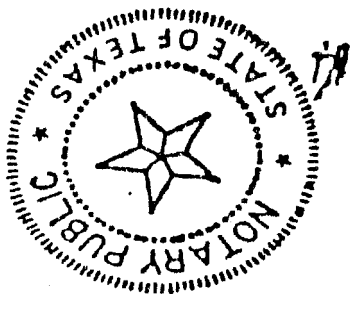
WITNESS MY HAND this the 9th day of July, 1986.

STANLEY DEVELOPMENT COMPANY
BY [Signature]
LLOYD A. WHITE, President

THE STATE OF TEXAS
COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the 9th day of JULY, 1986, by Lloyd A. White, President of Stanley Development Company, a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas
CHARLOTTE WILSON
My Commission Expires 2-27-88



STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED, in the Volume and Page of the record RECORDS of Waller County, Texas, as stamped herein by me, on



JUL 18 1984
ELVA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS
[Signature]
LOUISE AVERY Deputy

141366

DEED RECORDS

VOL 377 PAGE 733

AMENDMENT TO RESTRICTIONS FOR OAK HOLLOW, SECTION ONE,
A SUBDIVISION OUT OF THE JAMES COOPER SURVEY ABSTRACT
NO. 114, B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 98 AND THE
THOMAS OGG SURVEY, ABSTRACT NO. 232, WALLER COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF WALLER :

WHEREAS, STANLEY DEVELOPMENT COMPANY, a Texas Corporation,
(hereinafter called "Grantor"), is the owner of a certain tract
or parcel of land containing 415.53 acres of land in the James
Cooper Survey, A-14, the B.B.B. & C.R.R. Survey, A-98, and the
Thomas Ogg Survey, A-232, in Waller County, Texas, and ;

WHEREAS, said tract has been subdivided into a recorded
subdivision known as Oak Hollow, Section One, upon which Grantor
filed Deed Restrictions under Clerk's File No. 137284 and
recorded in Volume 368, Page No. 99, of the Deed Records of
Waller County, Texas, as amended by instrument dated January 3,
1985 and recorded under Clerk's File No. 140560 and recorded in
Volume 375, Page No. 638, of the Deed Records of Waller County,
Texas.

WHEREAS, Grantor remains the sole owner of the property
covered by said restrictions, and wishes to amend said
restrictions by this instrument;

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING, said
restrictions are hereby amended by Grantor as to Section One
(1) and Section Three (3) of said Restrictions, with Section One
(1) and Three (3) to read with the following addition as follows
from this point forward:

"1. It is the intent of the developer to maintain a high
degree of quality within the subdivision and in this regard any
home which is constructed or moved into the subdivision, being
either a pre-fabricated or mobile home or a home which is built
on the site, the structure or the building plans shall be
approved, in writing, by the developer or an Architectural
Control Committee designated by the developer or the "Oak Hollow
Property Owners Association".

"3. The following lots are to be "homes only":
Lots 1 & 2, Block 3, Oak Hollow Subdivision
Lots 1 Through 8, Block 4, Oak Hollow Subdivision
Lots 29 Through 32, Block 4, Oak Hollow Subdivision
Lots 1 Through 17, Block 11, Oak Hollow Subdivision

DEED RECORDS

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WITNESS MY HAND this 18th day of February,

1985.

STANLEY DEVELOPMENT COMPANY

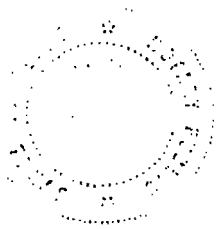
BY *Lloyd A. White*
LLOYD A. WHITE, President

THE STATE OF TEXAS :
COUNTY OF WALLER :

THIS instrument was acknowledged before me on this the 18th day of February, 1985, by Lloyd A. White, President of Stanley Development Company, a Texas Corporation, on behalf of said corporation.

Charlotte Y. Wilson
NOTARY PUBLIC, State of Texas

CHARLOTTE Y. WILSON
Notary Public, State of Texas
My Commission Expires February 27, 1988
S. need by Lovett Agency Lawyers Surety Corp.



STATE OF TEXAS }
COUNTY OF WALLER }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Waller County, Texas, as stamped hereon by me, on

FEB 21 1985

ELVA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS



Louise Avery
LOUISE AVERY Deputy