

This document is being filed to amend, consolidate, and restate deed restrictions filed under Clerk's File Nos. G130250, G485596, G906628, G913149, H342485, H982546, J696498, J186698, J348317, J348319, J386564, and J386566.

AMENDED AND CONSOLIDATED DEED RESTRICTIONS

FOR HOLLY CREEK ESTATES

Sections 1, 2, 3, 4 & 5

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, by declarations of restrictions dated May 10, 1979, February 27, 1980, March 20, 1981, March 21, 1981, April 30, 1981, February 22, 1982, June 1, 1983, July 6, 1983, October 6, 1983, January 27, 1984, January 27, 1984, February 22, 1984, and February 22, 1984, respectively, JACK FREY PROPERTIES, INC., JOHN R. FREY, TRUSTEE, ET AL., executed certain restrictive covenants ("Restrictions"), recorded under Clerk's File Nos. G130250, G485596, G906628, G913149, G980012, H342485, H982546, J696498, J186698, J348317, J348319, J386564, and J386566, respectively, and under Film Code Nos. 131-89-1712, 154-91-1073, 180-94-2417, 181-83-0825, 185-87-0455, 007-96-1963, 048-95-1157, 094-88-2273, 061-95-2549, 071-99-0439, 071-99-0455, 074-89-1076, and 074-89-1092, respectively, of the Real Property Records of Harris County, Texas, such Restrictions being covenants running with the lands described therein and being incorporated herein by reference for all purposes, said lands

constituting and being a part of HOLLY CREEK ESTATES, an unrecorded subdivision in Harris County, Texas; and

WHEREAS, Seventy-five percent (75%) of the present owners of the lands affected by said Restrictions desire to amend, consolidate, and restate said Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the owners of at least seventy-five percent (75%) of the acreage affected by said Restrictions, have agreed to and hereby amend, consolidate, and restate said Restrictions and covenants contained in the instruments dated May 10, 1979, February 27, 1980, March 20, 1981, March 21, 1981, April 30, 1981, February 22, 1982, June 1, 1983, July 6, 1983, October 6, 1983, January 27, 1984, January 27, 1984, February 22, 1984, and February 22, 1984, respectively, so as to read and be covenants running with the land as follows:

The owners desire to create and carry out a uniform plan for the improvement and development of all of the tracts in the Subdivision, and to that purpose, the owners hereby adopt, establish and impose the following declarations, reservations, protective covenants, and limitations governing conveyance of all tracts in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1a. (Section 1) The Subject Property may be divided into smaller tracts, but no single tract conveyed or remaining shall contain less than four (4.00) acres.

1b. (Sections 2 and 3) The Subject Property may be divided into smaller tracts, but no single tract conveyed or remaining shall contain less than three (3.00) acres.

1c. (Sections 4 and 5) The Subject Properties may not be subdivided.

2. Subject Property shall be used for single family residential purposes only, with only one single family residence permitted on each tract partitioned out of the Subject Property.

3. No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property and no temporary building, basement, garage or out building erected on said property shall at any time be used for human habitation (except by bona fide servants or guests) either temporarily or permanently. However, additional buildings for servants and guests are permitted.

4a. (Section 1) Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than 4,000 square feet of living area, exclusive of porches, breezeways, patios and garages. All residences must have at least a two-car garage.

4b. (Sections 2 and 3) Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than 3,500 square feet of living area, exclusive of porches, breezeways, patios and garages. All residences must have at least a two-car garage.

4c. (Sections 4 and 5) Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than 3,000 square

feet of living area, exclusive of porches, breezeways, patios and garages. All residences must have at least a two-car garage.

5a. (Section 1) No building or structure shall be located on any lot nearer than 100 feet to the nearest road easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid, to be nearer than 50 feet from a side property line, except when two or more lots are used as one building lot. Excepting that, the Holly Creek Estates Property Owners Association Board of Directors shall have the right to grant variances to this section when the configuration of that lot makes said set back lines unreasonable and said variance will, in the opinion of the Board, be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision.

5b. (Section 2) No building or structure shall be located on any lot nearer than 100 feet to the nearest road easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid, to be nearer than 50 feet from a side property line, except when two or more lots are used as one building lot. Excepting that, the Holly Creek Estates Property Owners Association Board of Directors shall have the right to grant variances to this section when the configuration of that lot makes said set back lines unreasonable and said variance will, in the opinion of the Board, be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision.

5c. (Section 3) No building or structure shall be located on any lot nearer than 65 feet to the nearest road easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid, to be nearer than 50 feet from a side property line, except when two or more lots are used as one building lot. Excepting that, the Holly Creek Property Owners Association Board of Directors shall have the right to grant variances to this section when the configuration of that lot makes said set back lines unreasonable and

said variance will, in the opinion of the Board, be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision.

5d. (Section 4) No building or structure shall be located on any lot nearer than 60 feet to the nearest road easement line or 32.5 feet to any cul-de-sac easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid, to be nearer than 25 feet from a side property line, except when two or more lots are used as one building lot. Excepting that, the Holly Creek Estates Property Owners Association Board of Directors shall have the right to grant variances to this section when the configuration of that lot makes said set back lines unreasonable and said variance will, in the opinion of the Board, be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision.

5e. (Section 5) No building or structure shall be located on any lot nearer than 60 feet to the nearest road easement line or 32.5 feet to any cul-de-sac easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid, to be nearer than 25 feet from a side property line, except when two or more lots are used as one building lot. Excepting that, the Holly Creek Estates Property Owners Association Board of Directors shall have the right to grant variances to this section when the configuration of that lot makes said set back lines unreasonable and said variance will, in the opinion of the Board, be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision.

6. All property owners shall submit plans and specifications for any structure to be placed upon the property to the Holly Creek Estates Property Owners Association prior to starting any construction upon the property. Said plans will be reviewed for compliance with the restrictions and for architectural acceptability. No construction is to begin until forms are approved by the Holly Creek Estates Property

Owners Association Board of Directors, or representative, for compliance.

7. No business, or commercial structure of any kind or nature whatsoever shall be built on any portion of the property.

8. No obnoxious or offensive activity may be carried on or conducted on the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

9. All improvements must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of improvements, residence or other structure, is twelve (12) months from the date the slab or foundation is poured or installed, or the improvements are initiated.

10. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed on the streets.

11. No trash, garbage, put rescible matter or debris of any kind shall be dumped or permitted to accumulate on said property.

12. No animals, livestock, poultry, dogs, cats, and such may be kept or permitted on the premises, except as pets or for domestic use. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring properties, or to become a hazard to the health, welfare and well being of the community. Keeping of more than four (4) dogs shall constitute the operation of a kennel which is expressly prohibited. It is further understood and agreed that no hogs or swine shall be kept on any part of the Subject Property for any purpose whatsoever. Homesites consisting or more than one lot and/or having more than two (2) acres shall qualify for one (1) large animal for each acre of land. Natural offspring shall be exempt until one year old. The category of large animal shall include horses, cows, and sheep. Large animals must be kept on the back

one-half (1/2) of any property less than five (5) acres in size.

13. No cess pools shall be dug or permitted on the property. Septic tanks will be permitted on the property but their construction and location shall comply with all existing state, county, or other laws relating thereto. In any event, however, no septic tank or field shall be permitted closer than fifty (50) feet from any roadway or lake and twenty-five (25) feet from any property line. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

14. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, or in the front or side yard of any tract.

15. No boat, luggage, trailer, travel trailer, cattle trailer, or motor home is to be parked on any tract for more than twenty-four (24) hours unless said trailer or vehicle is stored in a garage, carport or designated storage area behind the house.

16. No firearms or fireworks of any kind shall be discharged on the property.

17. Culvert crossings approved by the Developer or the Holly Creek Estates Property Owners Association must be installed at all access points to the main road and are to be properly sized by the Developer or the Holly Creek Estates Property Owners Association.

18. Any fences installed along roadways must be at least 22.5 feet from the center of the roadway, and must be decorative woodframe or split rail type fence. Such fences shall be constructed of cedar, redwood, or treated lumber. They shall have a minimum of three rails attached in an aesthetically pleasing design. Other decorative type fences may be installed only with prior written approval of a set of detailed drawings by a committee of three (3) homeowners appointed by the Holly Creek Estates Property Owners Association.

19. A Holly Creek Estates Property Owners Association Maintenance Fund is hereby created for the operation of the Subdivision. There is hereby imposed

on each homesite¹ (or future homesites) in HOLLY CREEK ESTATES subject to these restrictions, an annual maintenance charge, payable in advance on January 1 of each year, commencing with the date of conveyance of such homesite by the Developer, or his successors or assigns, to a builder and/or individual owner, or the date of filing these restrictions, whichever is later. Said charge shall be applied, so far as sufficient, toward the payment of expenses incurred in improving or maintaining all streets and common areas and vacant tracts, or any other thing desirable or necessary in the opinion of the Holly Creek Estates Property Owners Association to be of general benefit to the owners or occupants of the above-described property. The Association or Developer shall also have the right to use said maintenance fund to enforce these restrictions.

Effective January 1, 1993, said maintenance charge is set at a yearly rate of \$450.00 per homesite, and can be raised or lowered at the discretion of the Board of Directors by ten (10) percent per year. Any additional escalation or lowering of the annual maintenance charge or any other special assessments by the Holly Creek Estates Property Owners Association may be made by the affirmative vote of the owners of at least seventy-five percent (75%) of the homesites in Holly Creek Estates. Such additional fees are to be administered in the same manner as the regular maintenance fund. The Board of Directors shall make an annual accounting to all owners of all funds received and disbursed.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid by January 31st, the assessment shall bear penalty of ten (10) percent and shall incur this penalty each year the assessment remains delinquent.

This charge shall be a covenant running with the land and to secure payment thereof, a lien is hereby created, subject and inferior, however, to a purchase money lien or purchase money mortgage to the extent of any such charges accrued and unpaid prior to

¹Each tract in Holly Creek Estates shall be considered a separate "homesite;" provided, however, a "homesite" may include two or more contiguous tracts if the property owner presents evidence satisfactory to the Board of Directors of the Holly Creek Estates Property Owners Association that the contiguous tracts are considered and used by the property owner as part of the property owner's homestead.

foreclosure of any such purchase money lien or purchase money mortgage. Such charge and lien are hereby assigned to Holly Creek Estates Property Owners Association, a Texas nonprofit corporation (without recourse on Grantor in any manner for payment of such charge) which will collect all such annual maintenance charges and will administer such maintenance fund in order that uniformity and continuity may be maintained and preserved, it being understood that the judgment of Holly Creek Estates Property Owners Association and its Board of Directors in the expenditure of said fund shall be final so long as said judgment is exercised in good faith. Such charge shall be deemed to be included in all deeds of conveyance of any property in HOLLY CREEK ESTATES, hereafter executed the same as if said provision were set out in full in each of said deeds of conveyance.

20. Roads. All roads in HOLLY CREEK ESTATES not deeded to Harris County are to be private roads for the use and enjoyment of all property owners. The main road (Holly Creek Trail) shall be deeded to the Holly Creek Estates Property Owners Association by the Developer and may be deeded by the Holly Creek Estates Property Owners Association to Harris County. All roads as well as any common areas owned by the Association shall be improved, operated, and maintained by the Association for the benefit of all property owners.

All owners are hereby given access for ingress and egress to all roadways in all sections in HOLLY CREEK ESTATES, either now or in the future, platted by the Developer and/or dedicated or deeded to the Holly Creek Estates Property Owners Association.

21. If Grantee, or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the seller, or seller's successors, and/or assigns, or other owners under these or similar restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from doing or to recover damages or other dues for such violations, for the benefit of Seller, his successors or assigns, or other owners, as their interest may appear. Seller, his successors and assigns, may recover attorney fees and other expenses in enforcing restrictions.

22. These covenants and restrictions shall run with the land and shall be binding upon the grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date the declaration is recorded, at which time they shall be automatically extended for successive ten (10) year periods unless changed or ended in whole or part by the affirmative vote of the owners of at least seventy-five percent (75%) of the homesites in Holly Creek Estates covered by these restrictions presently filed or as enlarged in the future. Any amendment must be recorded.

23. Grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same, at their own expense, in a neat and presentable manner and are obliged to keep the grass, vegetation, and weeds on said lot cut as often as may be necessary to keep the property in a neat and attractive condition. In the event that Grantees should, in the opinion of the Developer or the Holly Creek Estates Property Owners Association, fail to maintain said property in a neat and attractive manner, the Holly Creek Estates Property Owners Association will notify Grantee in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from the Holly Creek Estates Property Owners Association, specifying such objectionable or detrimental condition, then in such event, the Holly Creek Estates Property Owners Association is authorized to eliminate such condition and charge the cost of same to such property owner, and any such expense incurred by the Holly Creek Estates Property Owners Association in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so after being notified, the Developer and/or Holly Creek Estates Property Owners Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

24. In the event any one, or more of these covenants, agreements, restrictions or conditions shall become or be held invalid by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

The undersigned hereby certified that these Amended and Consolidated Deed Restrictions For Holly Creek Estates were duly adopted effective as of October 15, 1990, by the owners of at least seventy-five percent (75%) of the acreage covered by these Restrictions, as reflected by the signatures of said owners in the records of the Holly Creek Estates Property Owners Association.

HOLLY CREEK ESTATES PROPERTY
OWNERS ASSOCIATION

ATTEST:

By: _____ By:

Stephen Brown,
Secretary, 1990-91

F.
Richard Drake,
President, 1990-91

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December __, 1991, by F. Richard Drake of Tomball, Harris County, Texas, as President of Holly Creek Estates Property Owners Association, a nonprofit corporation, on behalf of such corporation.

Notary Public in and for
The State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December __, 1991, by Stephen Brown of Tomball, Harris County, Texas, as Secretary of Holly Creek Estates Property Owners Association, a nonprofit corporation, on behalf of such corporation.

Notary Public in and for
The State of Texas