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 partles 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

VOL 368 PAGE 100

'property by, through or under same shall ever be construed 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.

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 will 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 lighting; 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 lawi 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.

O. 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

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

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 I 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.

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- will be permitted. No tents, shacks, 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 <u>larger</u> than <u>one acre</u> in size. If a property owner owns two or more continuous lots that have a total area of <u>more</u> than <u>one acre</u>, then horses or cows will be
- 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 soll other than what may be necessary for the reasonable use, upkeep and maintenance of the property.
- $|\theta\rangle$. 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.

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- 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.
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- 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 stee! 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 dismeter without the prior written consent of the developer.

127

PEED RECORDS

VOL 368 PAGE 103

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 Sty day of July

STANLEY DEVELOPMENT COMPANY

LLOYD A. WHITE President

THE STATE OF TEXAS :

COUNTY OF HARRIS :

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

Notery Public, State of Texas

CHARLOTTE WILSON

My Commission Expires 2-27-88

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STATE OF TEXAS
COUNTY OF WALLER

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

JUL 1 8 1984 ELYA D. MATHIS

COUNTY CLERK WALLER COUNTY, TEXAS

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VOL 325 PAGE 638

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 Ogs 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. 97, 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 Three (3) of said Restrictions, with Section Three (3) to read as follows from this point forward:

"3. The following lots are restricted to "Homes" only. No mobil homes will be allowed on Lots 1 thru 18, Block 5, Lots 14 thru 23, Block 2 and Lots 27 thru 31, Block 1. 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. The aforementioned Lot 18, Block 5, shall be reserved for the use of a "Sales Office" or any other use so deemed by the "Grantor", for so long a period as "Grantor" shall request."

VOL 325 PAGE

WITNESS MY HAND this 33 day of 1785.

STANLEY DEVELOPMENT COMPANY

WHITE, President

THE STATE OF TEXAS

COUNTY OF HARRIS

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

BRY PUBLIC

CHARLOTTE Y WILSON Notary Public, State of These My Commission Expires Fitterary 27, 1980 Banded by Lovell Agency, Lawyers Surely Corp.

NOTARY PUBLIC, State of

STATE OF TEXAS COUNTY OF WALLER

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

JAN 1 6 1985

ELYA D. MATHIS COUNTY CLERK WALLER COUNTY, TEXAS

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CHERYL PETERS

RETURN TO STANLEY DEVELOPMENT COMPANY 1330 BLUE BELL HOUSTON, TEXAS 77038

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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

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COUNTY OF WALLER

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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. 97, 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:

[&]quot;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".

[&]quot;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 377 PAGE 734

WITNESS MY HAND this 18 th day of Lehr 1985.

STANLEY DEVELOPMENT COMPANY

LLOYD A.

THE STATE OF TEXAS

COUNTY OF WALLER

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

NOTARY PUBLIC, State of Texas

CHARLOTTE Y WILSON
Notary Public. State of Texas
My Commission Expires, Futuring 27, 1988
thinded by Levell Agency (1845) US Strolly Corp.

STATE OF TEXAS COUNTY OF WALLER

I hereby certify that this festiment was FILED on the date and at the time stamped hereon by met and was duly RECORDED, in the Volume and Page of the samed RECORDS of Waller County, Teners, as stamped hereon by

FEB 2 1 1985

ELYA D. MATHIS COUNTY CLERK

WALLER COUNTY, TEXAS

LOUISE AVERY Deputy

142937

DEED RECORDS

YOL 38/ PAGE 302

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

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COUNTY OF WALLER

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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 Three (3) of said Restrictions, with Section Three (3) of said Deed Restrictions to read with the following additions included with all language in said Original Deed Restrictions and the aforementioned amendments thereto to remain in force except that the following Lots in Oak Hollow Subdivision shall be included in and in addition to the Lots already restricted by said Section Three (3) of said Deed Restrictions:

[&]quot;Lots 1 through 36, Block 7, Oak Hollow Subdivision Lots 19 Through 28, Block 5, Oak Hollow Subdivision Lots 1 Through 21, Block 6, Oak Hollow Subdivision."

VOL 38/ PAGE 303

WITNESS'MY HAND this 21 day of Many 1985.

STANLEY DEVELOPMENT COMPANY

BY LLOYD A. WHITE, President

THE STATE OF TEXAS

COUNTY OF WALLER

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

NOTARY PUBLIC, State of Texas

CREATER Y WASCING NORMY PROBLEM SAME OF FARM OF FARM OF FARM OF SAME STREET, 1960 On Secret Same of Farm On Secret Same of Farm Same of Corp.

STATE OF TEXAS
COUNTY OF WALLER

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

MAY 2 4 1985

ELVA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS

on Cheryl Poters

CHERYL PETERS

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VOL 384 PAGE 593

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

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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, and as further amended by instrument dated February 18, 1985 and filed under Clerk's File No. 141366 and recorded in Volume 377, Page 733 of the Deed Records of Waller County, Texas, and as further amended by instrument dated May 21, 1985 and recorded under Clerk's File No. 142937 and recorded in Volume 381 Page 302 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 Three (3) of said Restrictions, with Section Three (3) of said Deed Restrictions to read with the following additions included with all language in said Original Deed Restrictions and the aforementioned amendments thereto to remain in force except that the following Lots in Oak Hollow Subdivision shall be included in and in addition to the Lots already restricted by said Section Three (3) of said Deed Restrictions:

VOL 384 PAGE 594

"Lots 21 through 43, Block 8, Oak Hollow Subdivision Lots 1 Through 48, Block 9, Oak Hollow Subdivision 1 Through 42, Block 10, Oak Hollow Subdivision Lots 1 Through 11, Block 12, Oak Hollow Subdivision."

WITNESS MY HAND this _2011 day of _ 1785.

STANLEY DEVELOPMENT COMPANY

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the behalf of said corporation.

STATE OF TEXAS COUNTY OF WALLER

I heraby cartify that this Instrument was FILED on the date and at the time stamped hereon by met and war duly RECORDED, in the Volume and Page of the named RECORDS of Weller County, Taxas, as stamped heroon by

AUG 2 7 1985

ELYA D. MATHIS COUNTY CLERK

WALLER COUNTY, TEXAS

CHERYL PETERS

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VOL 393 PAGE 136

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

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WHEREAS; said tract has been subdivided into a recorded subdivison 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, and as further amended by instrument dated February 18; 1985 and filed under Clerk's File No. 141366 and recorded in Volume 377, Page 733 of the Deed Records of Waller County, Texas, and as further amended by instrument dated May 21, 1985 and recorded under Clerk's File No. 142937 and recorded in Volume 381; Page 302 of the Deed Records of Waller County; Texas; and as further amended by instrument dated August 20, 1985 and recorded under Clerk's File No. 144427 and recorded in Volume 384, Page 593 of the Deed Records of Waller County, Texas;

WHEREAS; Grantor is the Developer of the Subdivision which is the subject of the Restrictions referred to herein, and as Developer has granted itself certain rights of approval over certain items of enforcement of such Restrictions, and has also reserved unto itself certain control of the Property Owners Association formed thereunder; and,

WHEREAS, Grantor wishes to amend certain portions of the Deed Restrictions which grant powers and rights unto Itself so as to make said powers and rights for the mutual benefit of all

property owners and their successors in title in the property covered thereby.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING, said Deed Restrictions are hereby amended by Grantor as follows:

The second paragraph of said PROPERTY OWNERS ASSOCIATION Section, which read as follows:

"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."

is hereby amended to read as follows:

"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 50% of the Total Lots that are planned for in Oak Hollow Subdivision have been sold. 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."

Paragraph "A" of the Property Owners Association Section of such Deed Restrictions which reads 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."

is hereby amended to read as follows:

"A. The maintenance charge for each lot shall be due and payable monthly in advance. 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."

As to the Restriction Section of said Deed Restrictions, paragraphs "5", "13", and "18" which read as follows:

- "5. No more than one (1) single family residence per lot will be permitted. No tents, shacks, 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.
- 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)

VOL 393 PAGE /3

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.

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."

are hereby amended to read as follows:

- 5. No more than one (1) single family residence per lot will be permitted. No tents, shacks, garages, barns, camping trailers, motor homes or outbuildings shall at any time be used for a residence, either temporarily or permanently. No mobile home older than five (5) years shall be placed on any residential lot.
- 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.
- 18. No property owner shall cut, timber or remove any trees from said property larger than eight (8) inches in diameter.

WITNESS MY HAND this 22 day of April 1986.

STANLEY DEVELOPMENT COMPANY

BY

LLOYD A, WHITE, President

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the 22-1 day of 1986, by LLOYD A. WHITE, President of Stanley Development Company, a Texas Corporation, on behalf of said Corporation.

ARY PUBLISHED

CHARLOYTE Y WILSON

CHARLOTTE, Y VALSCON
Nothing Public, Style of Voxas
My Commission two tie Sofrowing 2Y, 1909
Onaded by Cosett Alexen, a very sea Cutofy Corp.

STATE OF TEXAS

I hereby certify that this instrument was FILED as the date and at the time summed herean by mer and was duly RECORDED, in the Volume and Page of the samed RECORDS of Walter County, Tames, as stamped hereon by me, on APR 2.8 1988

ELYA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS

CHERYL PETERS

Return to: Stanley Development Co. 1330 Blue Bell Honston, Texas 77038

VOL 354 PAGE 593

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 Hoilow, 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, and as further amended by instrument dated February 18, 1985 and filed under Clerk's File No. 141366 and recorded in Volume 377, Page 733 of the Deed Records of Waller County, Texas, and as further amended by instrument dated May 21, 1985 and recorded under Clerk's File No. 142937 and recorded in Volume 381 Page 302 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 Three (3) of said Restrictions, with Section Three (3) of said Deed Restrictions to read with the following additions included with all language in said Original Deed Restrictions and the aforementioned amendments thereto to remain in force except that the following Lots in Oak Hollow Subdivision shall be included in and in addition to the Lots already restricted by said Section Three (3) of said Deed Restrictions:

148393

VOL 393 PAGE 136

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

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WHEREAS; said tract has been subdivided into a recorded subdivison 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, and as further amended by instrument dated February 18, 1985 and filed under Clerk's File No. 141366 and recorded in Volume 377, Page 733 of the Deed Records of Waller County, Texas, and as further amended by instrument dated May 21, 1985 and recorded under Clerk's File No. 142937 and recorded in Volume 381, Page 302 of the Deed Records of Waller County, Texas, and as further amended by instrument dated August 20, 1985 and recorded under Clerk's File No. 144427 and recorded in Volume 384, Page 593 of the Deed Records of Waller County, Texas;

WHEREAS, Grantor is the Developer of the Subdivision which is the subject of the Restrictions referred to herein, and as Developer has granted itself certain rights of approval over certain items of enforcement of such Restrictions, and has also reserved unto itself certain control of the Property Owners Association formed thereunder; and,

WHEREAS, Grantor wishes to amend certain portions of the Deed Restrictions which grant powers and rights unto itself so as to make said powers and rights for the mutual benefit of all

984. PAGE 594 VOL

"Lots 21 through 43, Block 8, Oak Hollow Subdivision Lots 1 Through 40, Block 9, Oak Hollow Subdivision 1 Through 42, Block 10, Oak Hollow Subdivision Lots 1 Through 11, Block 12, Oak Hollow Subdivision."

WITNESS MY HAND this 20th day of 1785.

STANLEY DEVELOPMENT COMPANY

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the 20 day of Hugust, 1985, by Lloyd A. White President of Stanley Development Company, a Texas direction, on behalf of said corporation.

David Giller

5-9-88

STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by mes and was duly RECORDED, in the Volume and Page of the named RECORDS of Walter County, Taxas, as stamped hereon by

AUG2 7 1985

ELVA D. MATHIS COUNTY CLERK WALLER COUNTY, TEXAS

CHERYL PETERS

property owners and their successors in title in the property covered thereby.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING, said Deed Restrictions are hereby amended by Grantor as follows:

The second paragraph of said PROPERTY OWNERS ASSOCIATION Section, which read as follows:

"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."

is hereby amended to read as follows:

"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 50% of the Total Lots that are planned for in Oak Hollow Subdivision have been sold. 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."

Paragraph "A" of the Property Owners Association Section of such Deed Restrictions which reads 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."

is hereby amended to read as follows:

"A. The maintenance charge for each lot shall be due and payable monthly in advance. 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."

As to the Restriction Section of said Deed Restrictions, paragraphs "5", "13", and "18" which read as follows:

- "5. No more than one (1) single family residence per lot will be permitted. No tents, shacks, 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.
- 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)

VOL 393 PAGE 13

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.

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."

are hereby amended to read as follows:

- 5. No more than one (1) single family residence per lot will be permitted. No tents, shacks, garages, barns, camping trailers, motor homes or outbuildings shall at any time be used for a residence, either temporarily or permanently. No mobile home older than five (5) years shall be placed on any residential lot.
- 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.
- 18. No property owner shall cut; timber or remove any trees from said property larger than eight (8) inches in diameter.

WITNESS MY HAND this 22 day of April , 1986.

STANLEY DEVELOPMENT COMPANY

ву

LLOYD A. WHITE, President

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS instrument was acknowledged before me on this the 22-day of fig., 1986, by LLOYD A. WHITE, President of Stanley Development Company, a Texas Corporation, on behalf of said Corporation.

NOTARY PUBLIC, Sta

CHARLOT FE Y WILSON Noticy Police, State of Makes My Commission Exp. (is Selectory 27, 1809 Booked by Level 6 for y largers Cores Core

STATE OF TEXAS COUNTY OF VALLER

thereby certify that this Instrument was FILEO or the data and at the time examped hereon by met and was duly RECORDED, in the Volume and Page of the assessed RECORDS of Waller County, Temps, as stamped hereon by ane, on APR 2 8 1988

ELVA D. MATHIS COUNTY CLERK WALLER COUNTY, TEXAS

CHERYL PETERS '

Return to.

Stunday Development Co.
1330 Blue Ball
Honston, Texas 77038

Butter Samo

DEED RECORDS VOL 368 PAGE 103

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 5th day of July

STANLEY DEVELOPMENT COMPANY

LLOYD A. WHITE President

THE STATE OF TEXAS

COUNTY OF HARRIS :

THIS instrument was acknowledged before me on this the $\frac{g\,TH}{day}$ day of $\frac{J\,U\,L\,V}{day}$, 1984, by Lloyd A. White, President of Stanley Development Company, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

CHARLOTTE WILSON

My Commission Expires 2-27-88

ARY PURILING STATE OF TEXT

STATE OF TEXAS COUNTY OF WALLER

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

JUL 1 8 1984

ELYA D. MATHIS

COUNTY CLERK

WALLER COUNTY, TEXAS

on Soring Powers