



ECATCO

ELLIS COUNTY ABSTRACT AND TITLE CO.

CUSTOMER COPIES

*APPLICABLE RESTRICTIONS & PLAT
ATTACHED*

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Waxahachie, Texas 75165
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109 North 8th Street
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#13175 Restrictions Hollywood Estate #III

13175

DECLARATION OF
DEED RESTRICTIONSFOR
HOLLYWOOD ESTATES PHASE III ADDITION

STATE OF TEXAS

COUNTY OF DALLAS

KNOWN ALL MEN BY THESE PRESENTS

That, Holly & Sons, Inc., being the owners of property located in Ellis County, Texas, which platted as Hollywood Estates Phase III Addition, hereby place the following restrictions on said property:

1. Start of Construction - Any person who purchased a lot in Hollywood Estates Phase III Addition shall begin construction of a residence which is in compliance with the restrictions contained herein within one year from date of deed and shall complete said residence within 2 years of date of deed. Should said construction not begin or finish within the prescribed time, the developer reserves the right to repurchase said lot for the amount of the sales price paid by the purchaser from the developer. Should, however, any person purchase two or more contiguous lots or any lot abutting any property owned by the purchaser prior to receiving title to any lot in Hollywood Estates Phase III Addition, said purchase shall be required to start and finish construction as required above on only one lot or the abutting property.

2. Construction of Residence and Contiguous Buildings - No residence shall be constructed in Hollywood Estates Phase III Addition which does not comply with the building code of Dallas County Texas and whose exterior walls, excluding windows, gables, doors and roofs, are not constructed of 65% fired brick or stucco. Any outbuildings, barns, storage sheds or the like shall be constructed of like material and architectural design.

3. Minimum Living Area - Any residence constructed in Hollywood Estates Phase III Addition shall contain one thousand seven hundred square feet of living area. Said living area shall not include carports, porches, enclosed garages, outbuildings, pool house, screened porches, gazebos, or garage apartments and main quarters not attached to the main structure, or the like, but shall include all areas such as kitchens, bedrooms, living rooms, game rooms, bathrooms, and other contiguous and attached rooms uninterrupted by garages, carports or the like.

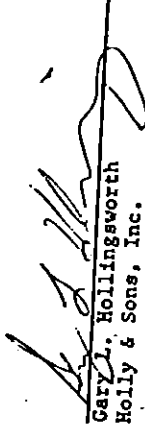
- 4A. Architectural Review Committee - No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by the Architectural Review Committee as to the quality of workmanship and materials, harmony of external design with respect to the topography and finish grade elevation. It shall be each individual property owner's responsibility to submit his plans to the Architectural Review Committee. It is understood that the approval by the committee or its representatives is entirely discretionary, and approval will be withheld if such plans in any manner mar the architectural or aesthetic symmetry of the subdivision. It is further understood that a plan must be submitted before any construction is commenced. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval not be forthcoming within 60 days after submission then it shall be presumed that the plan has been disapproved.

- 4B. Roofs on any residence shall be covered with NO. 1 Cedar shingles, Cedar shakes, concrete tile, clay tile, standing seam, copper, slate, or laminated composition or other material deemed superior by the Architectural Committee, and the pitch of said roofs shall be a minimum of 7 inches. All garages shall be constructed in a manner where it does not open from the street on which the house fronts.

5. All driveways shall be constructed of asphalt or superior quality material and shall be built no closer than (5) five feet to the side property line when measured at right angles to the side property line. Circular driveways may be constructed between the front street right-of-way and the front building line and may cross the front street right-of-way at two locations.
6. Single Use Lots - No owner of any lot in Hollywood Estates Phase III Addition may use his lot for any purpose other than a single family residence. The Single Family shall mean spouses, children, grandchildren, and parents of the property owner.
7. On Street Parking - There shall be no parking of automobiles, trucks, trailers, motorcycles, bicycles, motorhomes or other motor vehicles on the streets of Hollywood Estates Phase III Addition.
8. Mobile Homes - No mobile homes, trailer houses or modular homes shall be placed or used on any lots in Hollywood Estates Phase III Addition for any purpose whatsoever.
9. Signs - No signs of any kind or character shall be allowed in Hollywood Estates Phase III Addition other than real estate "For Sale" signs advertising the property in question for sale. The developer of Hollywood Estates Phase III Addition shall be exempted herefrom until all lots of Hollywood Estates Phase III Addition are sold.
10. Fences - No fences shall be constructed in Hollywood Estate Phase III Addition unless they comply with the following stipulations:
 - a. No wire fencing material shall be allowed in any fence which abuts any street in Hollywood Estates Phase III Addition.
 - b. Fences may be constructed of allowed materials around the perimeter of the lot.
 - c. Any fence erected in from of the front building line on any lot in Hollywood Estates Phase III Addition shall be constructed of stucco, stone, brick, ornamental iron, finished wood or wood picket. Any fence constructed shall be maintained in good repair. No concrete fences shall be allowed.
11. Commercial Operations - No property owner, lessee or licensee of property owner shall operate a commercial operation or business from his or her property in Hollywood Estates Phase III Addition if the commercial operation or business shall create a situation where (4) four or more vehicles per day must visit the premises. Nor shall any manufacturing assembly, retail or other commercial operation exist in Hollywood Estates Phase III Addition.
12. Setback Requirements - No structure shall be constructed on any lot in Hollywood Estates Phase III Addition unless it is setback from the property lines as shown on the plat filed in the Map Records of Ellis County, Texas, Vol. _____ page _____ which is incorporated herein by reference.
13. Trash Disposal - No lot or part of a lot shall be used for dumping of rubbish or trash. Trash shall be disposed of in sanitary containers placed in a proper location for governmental or licensed trash disposal vehicles.
14. Animals - No property owner shall allow to roam the streets of Hollywood Estates Phase III Addition any animal which causes other property owners to fear for their safety. In no event shall any property owner have in Hollywood Estates Phase III Addition any lions, tigers, monkeys, chimpanzees, orangutans, gorillas, swine or any carnivorous animals other animals other than the commonly accepted domestic pets i.e., dogs, cats, etc. Each property owner shall be bound by any law or ordinance duly adopted by the city of Red Oak, County of Ellis, or State of Texas regarding types and numbers of animals which may be kept on the premises. However, no property owner shall have any horses, cows, or other livestock unless said lot exceeds one acre in area. If a property owner owns more than one acre that property shall be allowed two head of livestock for each acre in excess of one acre.

15. Severability - It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

Witness my hand the 16 day of Aug., 1984.

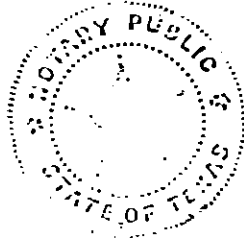

 Gary L. Hollingsworth
 Holly & Sons, Inc.

STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned notary public in and for said County and State, on this day personally appeared Gary L. Hollingsworth known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same is the true and lawful act of Holly & Sons, Inc., a Texas corporation and that he had the authority to so act for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of August, 1984.




 Notary Public, State of Texas

FILED FOR RECORD ON 16 DAY OF August, 1984 AT 4:10 PM
 DULY RECORDED ON 16 DAY OF August, 1984 AT 4:30 PM
 BY: Faye M. Washington ELLIS COUNTY CLERK
Deputy DEPUTY

730/124

0124



13230 RESTRICTIONS

13230

HOLLYWOOD ADDITION PHASE III TO THE PUBLIC

July 25, 1985

County Clerk of
Ellis County, Texas

RE: Dead Restrictions
Hollywood Addition Phase III
City of Glenn Heights, Ellis County, Texas
Duplex Lots

To Whom It May Concern:

Enclosed is a copy of our original filed dead restrictions dated July 19, 1985. Please note the following lots and blocks were filed in error.

LOTS	BLOCK
Lots, 11-25	A
Lots, 27-29	B
Lots, 5-20	C
Lots, 1-16	D
Lots, 14-28	E
Lots, 1-18	F
Lots, 1-18	G
Lots, 1-13	J
Lots, 1-6	K

These must be changed to the following:

LOTS	BLOCK
Lots, 26-33	A
Lots, 14-30	J
Lots, 1-5	L
Lots, 1-17	M
Lot 8	K

Should you have any questions or need further information, please notify us as soon as possible at 214-223-6448 or 214-223-6069.

Sincerely,

GARY HOLLINGSWORTH
Holly & Sons Corporation

Glt:eh
Encl.

P. O. Box 948 Dumas, Texas 75115 214-223-6069

HOLLY & SONS P.O. BOX 948 DUMAS, TEXAS 75115

9-8-85

COVENANTS, RESTRICTIONS AND CONDITIONS

THE STATE OF TEXAS)
)
COUNTY OF ELLIS)

This Declaration is made on the date hereinafter set forth by Holly & Sons, Inc., a Corporation, hereinafter called "Declarant".

RECITALS

The following facts exist:

A. Declarant is the owner of that certain property known as Hollywood Addition Phase II, a subdivision in the City of Glen Heights, Ellis County, Texas, according to the map or plat thereof recorded in Volume , Page of the Map Records of Ellis County, Texas.

B. Declarant is the owner of all lots in the Properties, as hereinafter defined, and desires to restrict the following described lots located in Hollywood Addition Phase II:

Lot	Block
26-33	A
14-30	J
1-5	L
1-17	M
8	K

as more particularly provided in these Covenants, Restrictions and Conditions.

C. Declarant desires to restrict the above-described lots in order to establish a uniform plan for the development, improvement and sale of such lots, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of such lots.

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon such lots, which shall constitute covenants running with the title of said lots and be binding upon and inure to the benefit of Declarant, its successors, assigns and each and all of such beneficiaries.

ARTICLE IDEFINITIONS

Section 1. "Properties" shall mean and refer to all land in Hollywood Addition Phase II subdivision which is subject to the reservations set forth herein.

Section 2. "Affected Lot" or "Affected Lots" shall mean and refer to the following described plots of land shown upon the Subdivision Plat, with the exception of any portion of such plots which may be designated or described on the Subdivision Plat as "Not Platted" or "Reserve" or with words of similar meaning:

Lot Block

Each Affected Lot shall be divided from the front to the rear lot line, into two portions, for purposes of constructing Paired Units thereon, with the dividing line between such Portions located beneath the common wall between such Paired Units. "Owner's Property" shall mean and refer to each of such resulting portions of an Affected Lot.

Section 3. "Declarant" shall mean and refer to Holly & Sons, Inc. or its successors.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Affected Lot or portion thereof but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Hollywood Addition Phase II subdivision recorded in Volume _____ Page _____ of the Map Records of Ellis County, Texas, as amended from time to time.

Section 6. "Unit" shall mean and refer to that portion of the structure which Declarant intends to construct and in fact constructs on a portion of an Affected Lot for occupancy by one person or one family. "Paired Units" shall mean and refer to two Units constructed as a duplex on an Affected Lot with a common wall and Common Structures, as hereinafter defined.

Section 7. "Common Structure" shall mean and refer to the party wall between Paired Units, the pipes, vents, outlets, plumbing, insulation, wiring and duct work within such party wall and the portions of the roof and foundation of Paired Units located between two imaginary planes formed by extension upward and downward of the surfaces of the party wall forming the interior walls of each Unit.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DECLARATIONS

Section 1. Easements. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company nor any authorized political subdivision using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements. All easements, as filed on record, are reserved for the mutual use and accommodation of garbage collectors and all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its utility system on any easement strips, or any public utility shall, at all times, have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its utility system without the necessity at any time of procuring the permission of anyone.

Section 2. Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any of the Properties for the purpose of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed for sale to any other Owner.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes as pictured on the Subdivision Plat or as installed, and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner and any agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 4. Encroachments; Overhang Easement.

(a) Declarant hereby reserves for itself and each Owner an easement and right to overhang each Owner's property with the roof of any Unit as any such roof is originally constructed or substantially repaired by necessity, but not otherwise.

(b) If any portion of any Unit or any carport now encroaches upon any other affected lot or the property of any Owner other than the Owner of such Unit, or if any Unit hereafter constructed encroaches upon any other affected lot or the property of any Owner other than the Owner of such Unit, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event any Unit shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachment easements due to such rebuilding shall exist for such encroachments and maintenance thereof for so long as the building shall stand to the same extent and degree as such initial encroachment.

Section 5. Easements and Egress by Owner onto Paired Unit Owner's Property. Each Owner shall have an easement, which is hereby reserved by Declarant in his behalf, over and upon the adjoining Owner's property for the maintenance and repair of (a) the Common Structures, (b) other improvements adjacent to such adjoining Owner's Property and (c) pipelines connecting each Unit with water and sewer mains; provided that any such entry upon the adjoining Owner's Property shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using the easement.

Section 6. Water, Sewer and Drainage. Declarant hereby reserves for itself the right to place connecting lines for all utility and sewer systems, including water, gas (if any) and sewer main connections, and drainage facilities on or under any Owner's Property for service to and drainage of such Owner's Property and other Owners' Properties. An easement shall exist on any Owner's Property for such connecting lines and common drainage facilities as the same are installed and Declarant hereby reserves an

easement on any Owner's Property on which connecting lines and common drainage facilities are installed for their use is served by or drains into the Owner of any property which any entry upon the property on which the connecting lines or common drainage facilities are located shall be made, with as little inconvenience to the Owner thereof as practical. For purposes of determining the sharing by Owners of costs incurred in the clearing, maintenance and repair of common drainage facilities, such facilities shall be considered to be Common Structures.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Affected lots shall be known, described and used for residential purposes only and no structure shall be erected, altered, placed, or permitted to remain on any Affected Lot other than either one single family residence or two connected Units composing Paired Units, not to exceed two (2) stories in height. "Residential purposes" shall be construed, and Declarant specifically intends that such term include duplex houses. No Affected Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Affected Lot, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Dwelling Size. The main residential portion of each Unit shall have a minimum floor area equal to or greater than the applicable zoning requirements of the City of Glen Heights.

Section 3. Type of Construction, Materials and Landscaping.

(a) No Unit shall be erected on an Affected Lot of materials other than brick, stone, brick-veneer, stucco type materials or other masonry materials unless the above named materials constitute at least sixty percent (60%) of the total outside wall areas. Gables or other exterior area above a height of the top of standard height first floor windows are excluded from this requirement.

(b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.

(c) No fence or wall shall be erected, placed, or altered on any Affected Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat and no fence or wall shall exceed six (6) feet in height above ground level.

Section 4. Building Location. The plat of the Properties shall comply with applicable zoning requirements of the City of Glen Heights and Units will be located not less than each of the required distances from the front, side and rear property lines to building line established by applicable zoning requirements (if the zoning laws establish any such minimum set-back requirement).

Section 5. Minimum Lot Area. No Owner's Property shall be subdivided; provided, however, that this provision shall not be construed to prohibit the construction of Paired Units as aforesaid or the sale of each of such Paired Units to different Owners.

Section 6. Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties. Nothing shall be done upon any Affected Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 7. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Affected Lot at any time as a residence, either temporarily or permanently; provided, however,

(i) Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Affected Lots or portions thereof, selling or constructing Units or constructing other improvements upon the Properties. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(ii) Anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any Owner's Property the use of a dog house, so long as said dog house is not of unreasonable size and is so placed on an Owner's Property so as not to be visible from the front street side of the buildings.

(b) Except as otherwise provided in paragraphs (i) and (ii) no truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) may be parked, kept or stored on any Affected Lot (except in a garage) or in any street for more than forty-eight (48) hours during any seventy-two (72) hour period.

(i) A trailer, camper, operable vehicle, motor home or boat may be parked, kept or stored on any Affected Lot behind the back building line of the Unit. An "operable vehicle" shall be one in usable, running condition.

(ii) A trailer, camper, motor home or boat may be parked, kept or stored on any Affected Lot behind the front building line, provided that the Owner maintains a solid wooden fence with no gaps between the Unit and each of the side lot lines of the Affected Lot, said fence to shield from view from the front and side street the parked or stored trailer, camper, motor home or boat.

Section 8. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Affected Lot or Unit except one sign of not more than ten (10) square feet in surface area advertising the particular Owner's Property on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property.

Section 9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Affected Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Affected Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Affected Lot.

Section 10. Storage and Disposal of Garbage and Refuse. Owners shall abide by all the rules, regulations and ordinances duly enacted by the City of Glen Heights, including all such ordinances as they relate to storage and disposal of garbage, rubbish, trash or refuse which ordinances, as and when enacted, are incorporated herein by reference. No Affected Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the District. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Affected Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building materials used in construction of improvements erected upon any Affected Lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Affected Lot or stored in a suitable enclosure on the Affected Lot.

Section 11. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner lot which either (i) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways, or (ii) lies within a triangular area on any corner lot described by three points, two such points being at the edge of the paving abutting said corner lot and at the end of twenty-five feet (25') back along the curb on the two intersecting streets abutting said corner lot, and the third point being the center of the corner curb abutting said lot.

Section 12. Antennas. No radio or television aerial wires or antennae shall be maintained on any portion of any Affected Lot forward of the front building line of said lot nor shall any free-standing antennae of any style be permitted to extend more than twenty (20) feet above the roof of the main residential structure on said lot. No Owner shall install or maintain radio or television aerial wires or antennae in airspace over the portion of an Affected Lot adjoining such Owner's Property.

Section 13. Animals. No Owner or other person shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the ownership of domestic animals against to commercial purposes of any kind or character and to restrict the use of all Affected Lots so that no persons shall quarter on the premises either horses or cows. The term "domestic" animals specifically excludes horses, cows, hogs, sheep, goats, guinea fowls, ducks, skunks, bats, chickens, turkeys or other animals that may interfere with the quietude, health or safety of the community.

Section 14. Burning and Burned Houses. No person shall be permitted to burn anything on any Affected Lot outside the main residential building. In the event that any Unit has burned and is thereafter abandoned for at least thirty (30) days, Declarant shall have the right (but no obligation whatsoever), after ten (10) days written notice to the record owner of the residence, to cause the burned and abandoned Unit to be removed and the remains cleared, and the expense of such removal and clearing to be charged to and paid by the record owner. In the event of such removal and clearing by Declarant, Declarant shall not be liable in

trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

ARTICLE IV

MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Unit Exterior and Lot Maintenance. Each Owner shall maintain the exterior of his Unit in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas and other exterior portions of his Unit to deteriorate in an unattractive manner. Each Owner shall at all times keep all weeds and grass on his property cut in a sanitary, healthful and attractive manner and no Owner shall permit weeds or grass to grow to a height greater than twelve inches (12") upon his property. Vegetables in excess of twelve inches (12") in height shall not be grown in the front yard except within four feet (4') of any Unit. The drying of clothes on front yards is prohibited and the Owner of any Affected Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Affected Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and woodpiles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of any Owner in observing the above requirements or any one of them, and the continuance of such default after ten (10) days' written notice thereof, Declarant or its assigns shall, without liability to such Owner in trespass or otherwise, have the right (but no obligation whatsoever) to enter upon said Affected Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Affected Lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the Owner of such Affected Lot for the cost of such work. Each Owner agrees by the purchase or occupation of his property to pay such statement immediately upon receipt thereof.

Section 2. Common Structures.

(a) All reasonable costs of necessary restoration, repair and maintenance of Common Structures shall be shared by the Owners of Paired Units in proportion to the use each such Owner makes of the Common Structure repaired and the costs of restoration, repair and maintenance of elements of a Common Structure serving only the Owner of one Unit in a Paired Unit, including, but not limited to, the costs of restoration, repair and maintenance of all plumbing, wiring, insulation, ducts and interior finish which services one Owner's Unit, only, shall be borne in their entirety by such Owner. Nothing contained herein shall prevent or prohibit an Owner from seeking a larger contribution than would otherwise be due hereunder if a larger contribution would be due under any rule of law regarding liability for negligence or willful acts or omissions.

(b) Notwithstanding any other term of this Article to the contrary, any Owner who by his negligence or willful acts causes a Common Structure to be exposed to the elements shall bear the whole cost of furnishing the necessary restoration and protection from the elements.

(c) To the extent not inconsistent with these Covenants, Restrictions and Conditions, the general rules of law regarding party walls and liability for property damage

due to an Owner's negligence or willful acts or omissions with respect to Common Structures shall apply thereto.

Section 3. Additions and Exterior Improvements. No Owner shall make any addition to, modification of or alteration of the exterior of his Unit, substantial change of the landscaping of his Unit or any change in the color of any part of the exterior of his Unit unless such addition or change has been approved in writing by the Owner of the Unit with which such Owner's Unit is paired.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Each Owner shall maintain insurance against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of all repairs and/or reconstruction work in the event of damage to or destruction of the Unit from any hazard.

Section 2. Repair or Reconstruction of Single Unit. In the event of damage to or destruction of a single Unit, a pair by fire or other casualty, the Owner thereof shall, with the concurrence of the mortgagee (if any), upon receipt of the insurance proceeds paid on account of such loss contract to repair such damaged portion of the Unit or rebuild such Unit to as good condition as such portion or such Unit was in prior to the casualty in question, unless the Owners of the damaged Paired Units shall mutually agree otherwise. Repair of Common Structures shall be governed by Article IV hereof.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. Declarant shall have the right to designate the members of the Architectural Control Committee (the "Committee") so long as it owns any portion of the Properties. There shall be three (3) members of the Committee. After Declarant no longer owns any portion of the Properties, it shall no longer have any right to appoint members to the Committee. Thereafter, in the event of the resignation, continued absence, failure to function or death of any single member, the two members of the Committee remaining from time to time shall have full authority to designate the third member, or if there are fewer than two members remaining at any time (or if any two remaining members cannot agree on the appointment of the third member), the Committee vacancies shall be filled by popular vote of the Owners of the Affected Lots on persons nominated by any such Owner.

Section 2. Functions.

(a) No building, fence, wall or other structure shall be commenced, erected, or maintained upon any Affected Lot, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Affected Lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of fifteen (15) days following such submission, such failure shall be deemed to be an approval by the Committee for all purposes.

(b) In the event a dispute arises between the Owners of Paired Units in any matter for which the consent of one, or the mutual agreement of both, or the allocation of costs of repair or maintenance between Owners of Paired Units is required, such Owners shall submit the dispute to the Committee for resolution prior to resorting to arbitration as provided in Article VII, Section 8 hereof or to a court of competent jurisdiction. The factual controversy shall be determined and the dispute resolved by the Committee within thirty (30) days after presentation of the matter to the Committee, or as soon thereafter as the Committee can reasonably act. The determination of the Committee in such circumstances shall be final and conclusive upon the parties.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions which are hereby made conditions subsequent running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the Affected Lots shall agree in writing to change said conditions and covenants in whole or in part.

Section 2. Adjacent Property. No obligation is created hereby with respect to property adjacent to or adjoining the Properties and which is part of any larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject same to a declaration such as this Declaration, the Declarant shall have no obligation to do so. Any Subdivision Plat or Declaration executed by Declarant with respect to any of its other property may be the same or similar of dissimilar to the Subdivision Plat covering the Properties or any part thereof, or to this Declaration.

Section 3. Enforcement. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any Owner situated in said Properties, including Declarant, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Section 4. Sayability. Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any Affected Lot.

Section 6. Amendment by Declarant. Declarant reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is Owner of any Affected Lot, or portion thereof, in the Properties, to amend, revise, or abolish any one or more of the foregoing restrictions by instrument duly executed and acknowledged by it as the developer and filed in the Deed Records of Ellis County, Texas.

Section 7. Exclusions. These restrictions shall not extend to or cover any portion of the Properties which is or

may hereafter be designated or described (i) on the Subdivision Plat with the terms "Not Platted" or "Reserve", or with words or terms of similar meaning or (ii) in Exhibit A, if any, attached hereto and made a part hereof for all purposes. Moreover, these restrictions shall not extend to or cover any portion of the properties upon which no private dwelling is constructed within five (5) years of the date hereof and which property is hereafter, at any time, rezoned by any city government in which the property is or may be located with a classification other than single family residential.

Section 8. Disputes. In the event a dispute arises between the Owners of Paired Units in any matter for which the consent of one, or the mutual agreement of both or the allocation of costs of repair or maintenance of both or the Owners of Paired Units, is required, and such Owners agree that the Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association, and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

EXECUTED this 17th day of July, 1985.

ATTEST:

HOLLY & SONS, INC.

Assistant Secretary

By, 

THE STATE OF TEXAS)

COUNTY OF ELLIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clair M. Hall, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Holly & Sons, Inc., a Texas Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

17th day of July, 1985. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

Clair M. Hall
Notary Public in and for
Dallas County, Texas

My Commission Expires: 12/1/87

FILED 7-30, 1985 AT 3:04 P.M.
RECORDED 87-85 1985 AT 4:30 P.M.
FAYE M. WASHINGTON, ELLIS COUNTY CLERK
BY: MARTHA JONES DEPUTY CLERK

946 0479

VOL. PG.

22-12302

AMENDED RESTRICTIVE COVENANTS OF
HOLLY WOOD ESTATES PHASE 3,
AN ADDITION TO ELLIS COUNTY, TEXAS

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ELLIS §

The Resolution Trust Corporation, as Receiver for Bright Banc Savings Association and not in its corporate capacity, hereafter called "Owner", being the sole owner of Holly Wood Estates, Phase 3, an Addition to Ellis County, Texas, according to the Revised Plat thereof recorded in Cabinet B, Slide 185, Plat Records of Ellis County, Texas; SAVE AND EXCEPT Lots 37 and 61, Block A; Lots 1, 3, 4, 5, 6, 7, 10, 11, 13, 15, 16, 19 and 21, Block B; Lots 6, 7, 10, 11, 12, 13, 14, 17, 19, 20 and 21, Block C; the original Restrictions of which are recorded in Volume 711, Page 888, Deed Records of Ellis County, Texas, reference to which is hereof made, shall be amended as follows:

1. Voided and Deleted.
2. Construction of Residence and Contiguous Buildings - No residence shall be constructed in Holly Wood Estates, Phase 3, which does not comply with the building code of Ellis County, Texas, and whose exterior walls, excluding windows, gables, doors and roofs, are not constructed of 65% fired brick or stucco. Any outbuildings, barns, storage sheds or the like shall be constructed of like material and architectural design.
3. Minimum Living Area - Any residence constructed in Holly Wood Estates Phase 3 within the City of Ovilla, Texas, shall contain a minimum of one thousand six hundred (1,600) square feet of living area. Any residence constructed within the city of Glenn Heights, Texas, shall contain a minimum of one thousand four hundred (1,400) square feet of living area. Said living area shall not include carports, porches, enclosed garages, outbuildings, pool house, screened porches, gazebos, or garage apartments and main quarters not attached to the main structure, or the like, but shall include all areas

AMENDED RESTRICTIVE COVENANTS OF HOLLY WOOD ESTATES PHASE 3,
AN ADDITION TO ELLIS COUNTY, TEXAS - Page 1

such as kitchens, bedrooms, living rooms, game rooms, bathrooms, and other contiguous and attached rooms uninterrupted by garages, carports or the like.

4A. Voided and deleted.

4B. Roofs of any residences shall be fire resistant, and the pitch of said roofs shall be a minimum of seven (7) inches. All garages shall be constructed in a manner where it does not open from the street on which the house fronts.

5. All driveways shall be constructed of concrete.

6. Single Use Lots - No owner of any lot in Holly Wood Estates Phase 3 may use his lot for any purpose other than a single family residence. Single family shall mean spouses, children, grandchildren, and parents of the property owner.

7. On Street Parking - There shall be no parking of automobiles, trucks, trailers, motorcycles, bicycles, motor homes or other motor vehicles on the streets of Holly Wood Estates Phase 3.

8. No motor vehicle without a current state license plate and a current inspection sticker may be parked on the property. No motor vehicle that is inoperative, or is without any wheel or wheels or is without any panels, quarter panels, trunk lid, roof, hood, outside headlights or either of them, or outside tail lights, or either of them, may be allowed to be parked or remain on said premises or any street adjacent thereto. No motor vehicle which normally transports inflammatory or explosive cargo may be kept on the property or on any street alley or easement thereon, at any time.

9. Signs - No signs of any kind or character shall be allowed in Holly Wood Estates Phase 3 other than real estate "For Sale" signs advertising the property in question for sale.

10. Fences - No fences shall be constructed in Holly Wood

Estates Phase 3 unless they comply with the following stipulations:

- a. No wire fencing material shall be allowed in any fence which abuts any street in Holly Wood Estates Phase 3.
- b. Fences may be constructed of allowed materials around the perimeter of the lot.
- c. Any fence erected in from the front building line on any lot in Holly Wood Estates Phase 3 shall be constructed of stucco, stone, brick, ornamental iron, finished wood or wood picket. Any fence constructed shall be maintained in good repair. No concrete fences shall be allowed.
- d. Chain link fences shall be allowed in all backyards, except on any corner lot.

11. Commercial Operations - No property owner, lessee or licensee of property owner shall operate a commercial operation or business from his or her property in Holly Wood Estates Phase 3 if the commercial operation or business shall create a situation where four (4) or more vehicles per day must visit the premises. Nor shall any manufacturing assembly, retail or other commercial operation exist in Holly Wood Estates Phase 3.

12. Setback Requirements - No structure shall be constructed on any lot in Holly Wood Estates Phase 3, nearer than 30' to the front lot line and no building shall be located nearer than 10' on any side lot line.

13. Trash Disposal - No lot or part of a lot shall be used for dumping of rubbish or trash. Trash shall be disposed of in sanitary containers placed in a proper location for governmental or licensed trash disposal vehicles.

14. Animals - No swine or chickens shall be raised, bred or kept on any lot. Cattle and horses may be permitted at one (1) per lot. No more than two (2) dogs are permitted per lot, and at no time are dogs allowed to roam free.

15. Severability - It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

16. No noxious, odorous, foul or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 15, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless other instruments signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Invalidation of any of these covenants by judgments or court orders shall in no wise affect any of the other provisions, which shall remain in full force or effect.

The undersigned, being the legal owner of said lots, hereunder by the execution of this instrument gives his consent to the restricting of said property as provided herein.

EXECUTED by the said Declarant, on this the 2 day of August, 1992.

THE RESOLUTION TRUST CORPORATION, AS
RECEIVER FOR BRIGHT BANC SAVINGS
ASSOCIATION AND NOT IN ITS CORPORATE
CAPACITY

BY: _____

Its: _____

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VOL. PG.

THE STATE OF TEXAS \$
COUNTY OF ELLIS \$

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared William B. Smith the OFFICER AND MANAGER of The Resolution Trust Corporation, as Receiver for Bright Banc Savings Association and not in its corporate capacity, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Signed on this the 17 day of August, 1992.
Julio P. C.A.

Donalyn C. Colorado
Notary Public, State of Texas

My Commission Expires:

8-28-93
Donalyn C. Colorado
Printed Name of Notary

AMENDED RESTRICTIVE COVENANTS OF HOLLY WOOD ESTATES PHASE 3.
AN ADDITION TO ELLIS COUNTY, TEXAS -- PAGE 5

4-26-68
TITLE RESOURCES
MIDLOTHIAN

CORRY R. TURLEY, II
PRESIDENT/CEO

300 North Bryant Street, Suite 102
Wichita, Kansas 67202
(316) 262-1410

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VOL. PG.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE
HOLLY WOOD ESTATES, PHASE 3
ELLIS COUNTY, TEXAS

THE STATE OF TEXAS \$
COUNTY OF ELLIS \$

9215298

THAT Rosetree Corp., the owner of the majority of the lots in HOLLY WOOD ESTATES, PHASE 3, an Addition in Ellis County, Texas, having received resignations from the original members of said committee, does hereby appoint the following person(s) to the Architectural Control Committee on behalf of said HOLLY WOOD ESTATES, PHASE 3:

LARRY RUSHING

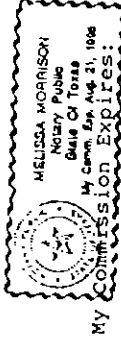
The said above person(s) shall have full rights and obligations as set forth in the restrictive covenants pertaining to said addition filed in Volume 710, Page 888, and amended in Volume 946, Page 479, in the Deed Records of Ellis County, Texas, and shall serve in such capacity until such time as written notice is filed of record in the Ellis County Deed Records.

Larry Rushing

ACKNOWLEDGEMENT

THE STATE OF TEXAS \$
COUNTY OF ELLIS \$

This instrument was acknowledged before me on this 14 day of October, 1992, by LARRY RUSHING.



Melissa Morrison
Notary Public, State of Texas

Printed Name of Notary

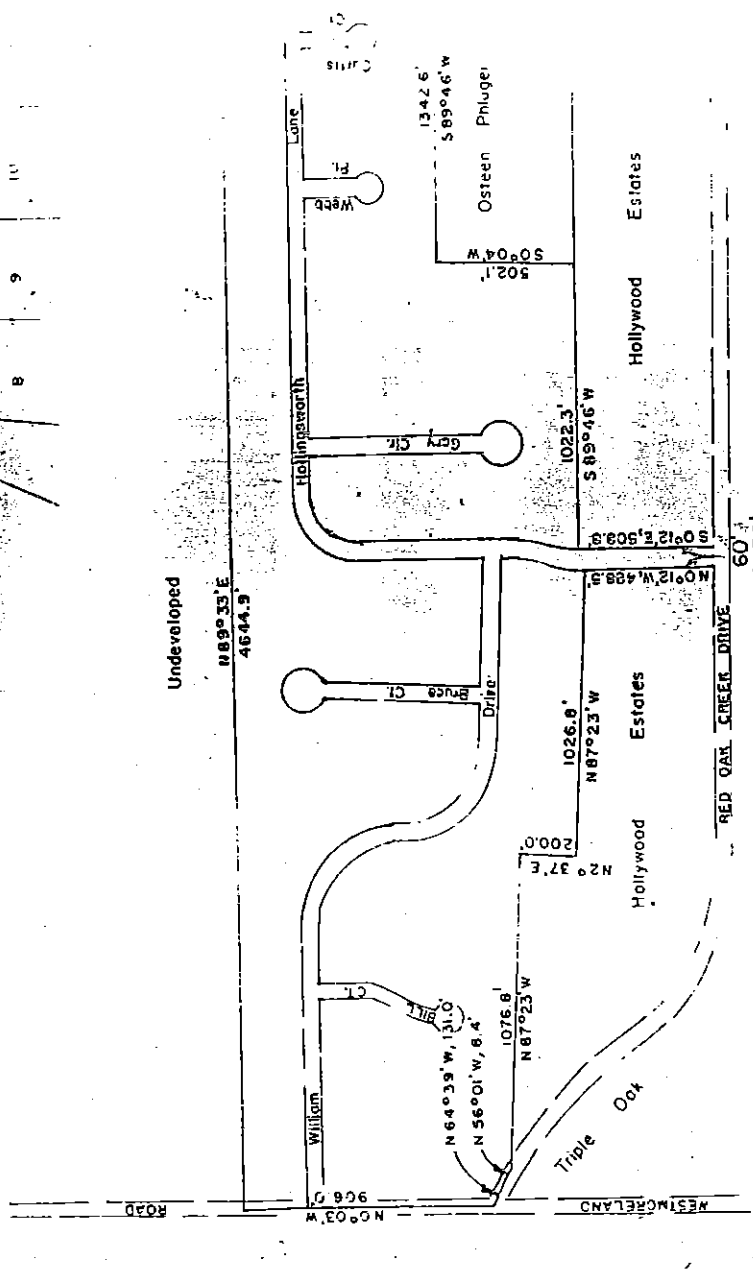
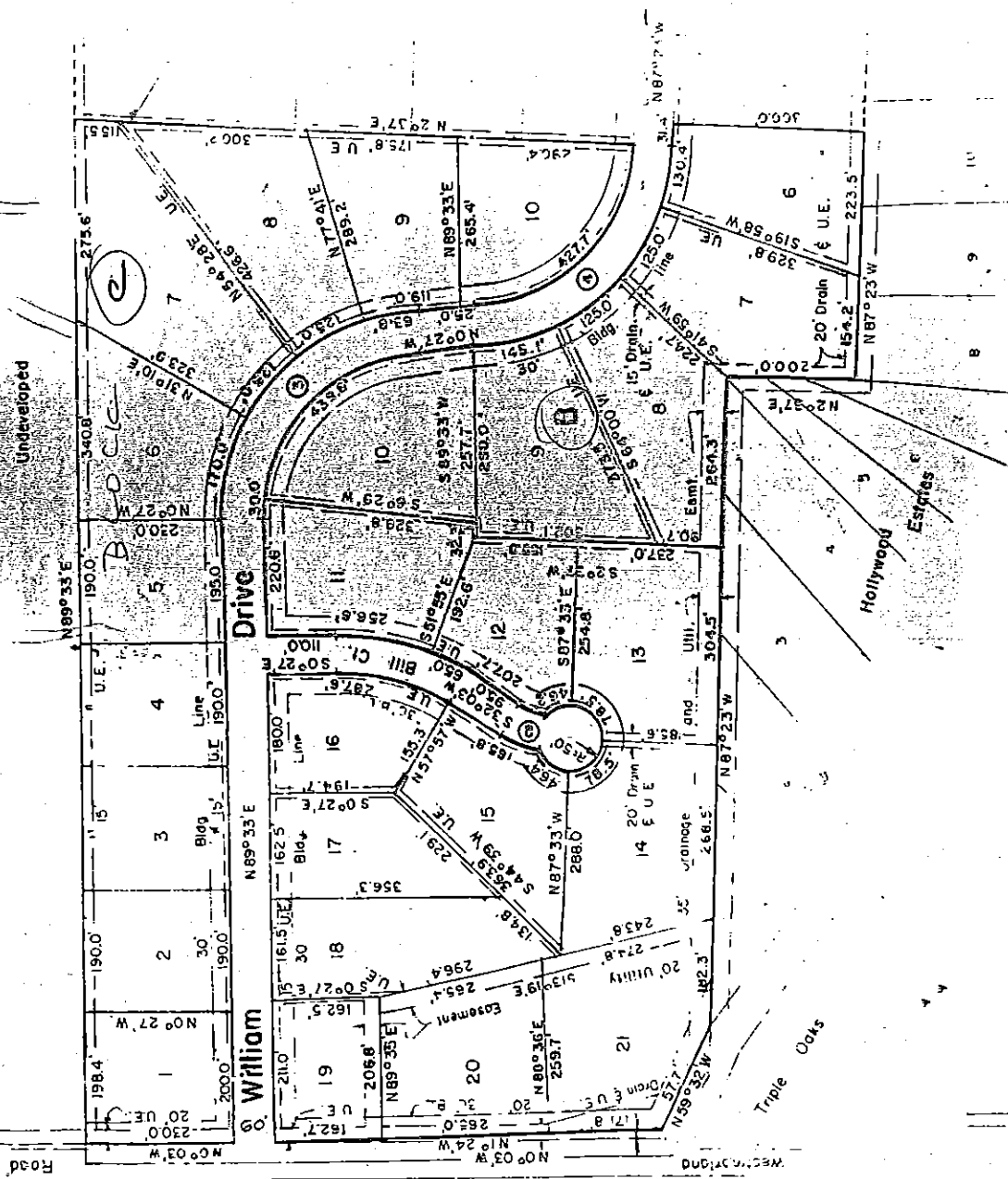
AFTER RECORDING RETURN TO:
Rosetree Corp.
P.O. Box 862
DeSoto, Texas 75115-0862

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VOL. PG.

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FBI
FBI
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CURVE		
No	Δ	Rad
1	32°30'	54'
2	22°00'	15'
3	90°00'	17'
4	86°56'	20'
5	15°24'	27'
6	15°17'	27'
7	90°00'	21'



Key Map
Scale: 1"=500'

REVISION OF

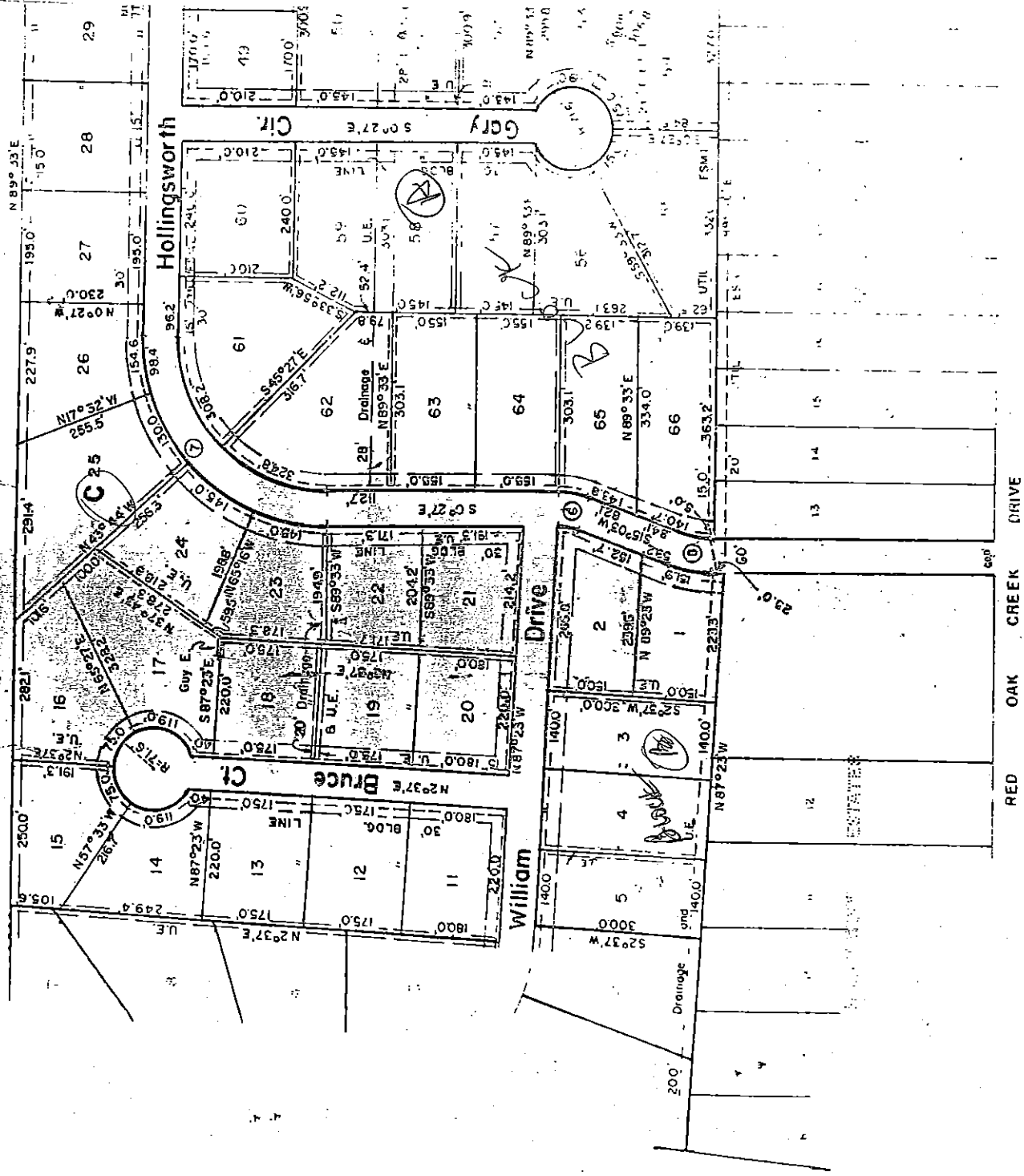
HOLLY WOOD ESTATES

PHASE 3
A Part of the
J.C. Patton Survey
Abst.
and the
W.C. Berry Survey
Abst.
Ellis County, Texas

PL 18 180
180

ANY Guy
Examinations on
the site otherwise on

Undeveloped



REVISION OF

HOLLY WOOD ESTATES

Phase 3

A Part of the
V. C. Patton Survey
Abst. and me 841

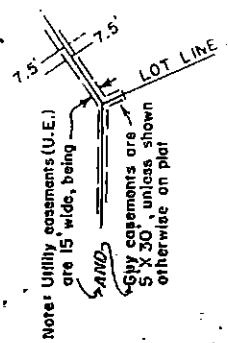
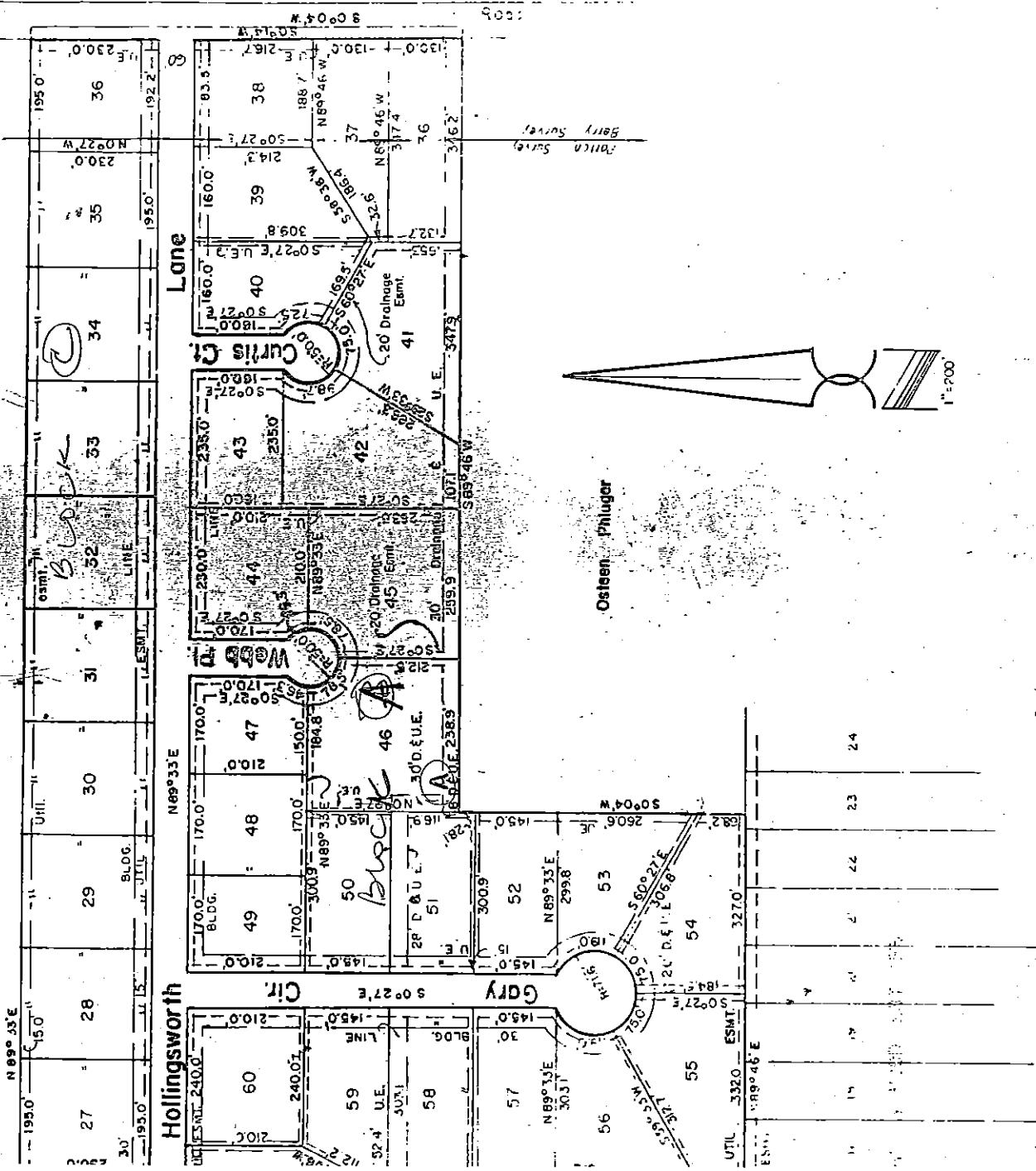
W. C. Berry Survey
Abst. and me 74
Ellis County, Texas

3/18/5

B-182

Hampton

Undeveloped



B-182

plat

FIELD NOTES for dedication:

B-195

BEING a part of the J.S. Patton Survey, Abstract 841, and the William C. Perry Survey, Abstract 74, Ellis County, Texas, and being the land conveyed by Lloyd G. Samaha, to Holly and Sons Corp., as recorded in Volume 704, Page 809, Deed Records, Ellis County, Texas, and being more particularly described by its metes and bounds as follows:

BEGINNING at a steel rod in the centerline of Westmoreland Road, said point being the northwest corner of said Corporation tract;

THENCE N 89°33' E, with the North line of said Corporation tract, at 4624.0 feet passing a steel rod, in all 4604.9 feet to a point in the centerline of Hampton Road;

THENCE S 0°04' W, with the centerline of said Hampton Road, 767.2 feet to a steel rod;

THENCE S 89°46' W, 1342.6 feet to a steel rod;

THENCE S 0°04' W, 502.1 feet to a steel rod on the North line of Hollywood Estates;

THENCE S 89°46' W, with the North line of said Estates, 1022.3 feet;

THENCE S 0°12' E, 508.8 feet to the centerline of Red Oak Creek Drive;

THENCE S 89°50' W, with the centerline of said Drive, 60.0 feet;

THENCE N 0°12' W, 488.5 feet to the Northeast corner of a tract conveyed to G. Hollingsworth;

THENCE with the North line of said Estates, N 87°23' W, 1026.8 feet, N 2°37' E, 200.0 feet and N 87°23' W, 1076.8 feet to a point in the centerline of said Drive;

THENCE N 56°01' W, with said Drive, 8.4 feet;

THENCE N 64°39' W, continuing with said Drive, 131.0 feet to a steel rod in the centerline of said Westmoreland Road;

THENCE N 0°03' W, with the centerline of said Westmoreland Road, 906.0 feet to the point of beginning and containing 112.22 Acres of land.

THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That we, Holly and Sons, Corp., being the owners of the hereon described property, do hereby adopt this plat of said property, designating same as HOLLY WOOD ESTATES, Phase 3, Ellis County, Texas, and do hereby dedicate to the public, use forever the Streets and easements shown hereon. It is intended by this revision to add easements and revise easements shown on the plat of Holly Wood Estates, Phase 2, recorded in Cabinet F, Slide 120 and 120 plat records, Ellis County, Texas. The revision hereon does not alter dedications of said plat as a configuration of any Street of said Holly Wood Estates, Phase 2.

I witness my hand this 28 day of January 1985.

Notary Public
Gary Hollingsworth
first Deputy and sworn to before me, a Notary Public in and for Dallas County, Texas, on this 28 day of January 1985.

Notary Public
Dallas County, Texas, on

Charles Little

APPROVED:

City of El Paso Heights:

Wayne Brumley 1-28-85
Public Works Director

APPROVED:

ELLIS COUNTY COMMISSIONERS COURT ON THIS 31 day of January 1985

County Judge

Commissioner

Commissioner

Commissioner

Commissioner

I certify that the Plat and Field Notes hereon are the representation of an actual and accurate survey made on the ground and that the corner monuments were properly placed under my personal supervision in accordance with the Platting Rules and Regulations Order No. 4504 of Ellis County, Texas.

30' unless

in plat

Harrell L. Hamilton
Registered Public Surveyor
No. 1460

8/1/85