

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
HONEYSUCKLE CREEK ESTATES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made effective as of September 1, 2015, by Delayne Dillard, pursuant to Section 24 of the Declaration of Covenants, Conditions, and Restrictions dated August 28, 2002, and recorded in Volume 6, Page 92 of the Official Public Records of Hopkins County, Texas.

WHEREAS, Delayne Dillard, being the owner and developer of all the land constituting Honeysuckle Creek Estates, filed of record that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF HONEYSUCKLE CREEK ESTATES ("the Declaration") on August 28, 2002 in Volume 6, Page 92 of the Real Property Records of Hopkins County, Texas; and

WHEREAS, Section 24 of the Declaration states that changes may be made to the Declaration pursuant to recordation of a signed instrument by a majority of the owners of the lots agreeing to the changes in the Declaration; and

WHEREAS, Delayne Dillard is the majority owner of the lots comprising the Honeysuckle Creek Estates; and

WHEREAS, the following amended covenants, conditions, and restrictions shall supersede all previous covenants, conditions, and restrictions governing the lots and dwellings in Phase III of the Honeysuckle Creek Estates,

**WITNESSETH**

NOW, THEREFORE, Delayne Dillard, pursuant to the Declaration, as provided in the recitals set forth above, hereby amends and restates the original Declaration as follows:

**GRANDFATHER CLAUSE**

Notwithstanding anything contained herein to the contrary, the architectural or use restrictions contained in this Declaration shall not result in non-conforming use on the part of any current Owner of a lot (i.e. Owner as of the date of recording of this Declaration), so long as such non-conforming use, structure, and/or landscaping existed at the time of recording of this Declaration. Nothing contained in the preceding sentence shall be (i) construed as a ratification or acceptance of the violation, (ii) relied upon by any Owner, or any other person or entity, as an approval of any violation of the provisions of the Declaration, which violation does not exist at the time of recording of the Declaration or (iii) relied upon by any Owner, or any other person or entity, as a precedent.

That I, Delayne Dillard, being the owner and developer of all the land constituting Honeysuckle Creek Estates, a development in Hopkins County, Texas, and being part of the land described in a deed recorded in Volume 6 Page 106 of the official Public records of Hopkins County, Texas, do hereby dedicate the streets and easements as shown thereon for utility installation and maintenance, and the undersigned do hereby restrict said lots in development, and that all lots shall be held, sold or assigned or otherwise conveyed, subject to the easements covenants, conditions and restrictions, which will constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof. The undersigned reserve the right to expand this development with anticipated additional phases, and it is the intention that all such lots added in the future will be similarly restricted.

1. Each lot shall be known and described as residential lots, and be used only for the owner's single-family residential non-commercial purposes. No structures shall be erected on any lot other than one single family dwelling, and a minimum of an attached two-car garage or carport. Garages or carports may be detached if structure conforms to main residence.
2. (ONE STORAGE BUILDING OR ONE OUT-BUILDING) One structure shall be permitted if built of new materials conforming to main structure, in regard to roofing, siding, brick, and color of paint.
3. No lot can be subdivided into two or more parcels or lots. Each lot will remain as platted.
4. No fence or wall shall be erected or placed on the roadway easement.

5. Fences may be erected of hedge, bush, wood, ornamental construction, brick, or stone; fences constructed of chain link or of any similar type will not be permitted.

6. Once a lot is purchased, owner is responsible for all yard maintenance and will use reasonable diligence in maintaining the lot. Any single-family dwelling erected upon a lot must be constructed with permanent type new materials in a workmanship manner. Once begun, construction must be completed for planned use within 180 days.

7. No dwelling shall be permitted containing less than 1,750 square feet heated and cooled living space exclusive of porches, stoops, carports, and garages on any lot hereof. No dwelling shall have less than a 5/12-roof pitch. Each dwelling shall have an exterior wall offset with a positive gross living area of no less than five square feet.

8. Manufactured housing and/or mobile homes will not be permitted.

9. No building shall be erected, placed, or altered on any lot in this development until the building plans, specifications and plot plan showing the location of such building have been approved by the developer in writing as to the conformity and harmony of external design with existing structures in the development and as to location of the building with respect to the topography. Developer will comply within (15) fifteen days upon submission of plans.

10. No dwelling, garage, or carport shall be located on any lot nearer than 20 feet to the front roadway easement stake, or nearer than 20 feet to any side or rear lot line, or on the corner lots, no nearer than 20 feet to the roadway easement stake. For the purpose of these covenants, eaves and steps shall not be considered as a part of the building, providing however, that this shall not be constructed to permit any portion of a building on a lot to encroach on another lot or roadway easement.

11. No storage building or out-building shall be located on any lot nearer than 20 feet to the front roadway easement stake, or nearer than 15 feet to any side lot line, or on the corner lots, no nearer than 20 feet to roadway easement stakes.

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

13. No structure of a temporary character including trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The owner must keep these pets within his lot(s) or restrained to his person when off his property. Pets shall not be an annoyance or nuisance to the neighborhood.

15. No lot shall be used or maintained for a dumping ground for rubbish, garbage, or other waste material. Household garbage must be removed from premises and not burned or buried on premises.

16. (RE-LOCATION OF BUILDINGS) Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this development.

17. Trucks with tonnage in excess of one ton shall not be permitted to park on the street, driveways, or lots overnight. No trailers, campers, boats, or any sort of vehicle will be permitted to park in roadways or in the roadway easement. No parking of any vehicle shall be allowed on unpaved portion of lot.

18. Unregistered and/or wrecked vehicles of any type shall not be permitted to remain on any lot in this development for a period in excess of (7) seven days.

19. The right is reserved to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained within the area indicated on the plat as easements, pipelines, drainage ditches, conduits, poles and wires, and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface as developer deems reasonable and necessary. No shrubbery, fences or other obstructions shall be placed in any easement, and full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operations, maintenance, repair or removal of any utility.

20. (SEWER DISPOSAL) Individual home wastewater treatment plants or systems must be approved by the State of Texas and Hopkins County.

21. Tanks for the purpose of storing fuels shall not be visible from roadways.

22. No business of a commercial nature shall be conducted on any lot. However, this prohibition shall not apply to the use of telephone for business purposes.

23. No sign of any kind shall be displayed to public view on a lot, except customary name and address signs or signs advertising a property for sale or rent.

24. Nothing shall be done or kept on or about a lot, which would increase the rate of insurance for the occupants of surrounding lots.

25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (5) five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (5) five years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.

26. The restrictions set forth herein shall run with the land and bind the parties and their successors and assigns and all parties claiming by, through or under the parties, shall be taken to hold, agree and covenant with the parties, their successors and assigns and with each of them to conform to and observe the restrictions, conditions and covenants as to the use of the lots and the construction of improvements thereon, and the owner or owners of any of the above lots shall have the right to sue for and maintain an injunction to prevent the breach or to enforce the observance of the restrictions, conditions and covenants in addition to ordinary legal action for damages.

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

  
Delayne Dillard

STATE OF TEXAS §

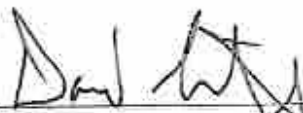
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COUNTY OF HOPKINS §

BEFORE ME, the undersigned notary public, on this day personally appeared Delayne Dillard, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 11<sup>th</sup> day of September, 2015, to certify which witness my hand and official seal.



  
Notary Public State of Texas

After Recording Return To:  
Delayne Dillard  
106 Dolly Road  
Sulphur Springs, TX 75482

# HONEYSUCKLE CREEK DEVELOPMENTS

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS

2011 MAR 29 A 11:09

DELAUNE DILLARD  
COUNTY CLERK

77-11111-11111

March 11, 2011

RE: Honeysuckle Creek Estates Subdivision Lake Lot Restrictions

TO: Hopkins County Commissioners

I, Delayne Dillard do hereby certify I am the owner of the 40.632 Acres that encompass Phase III of Honeysuckle Creek Estates consisting of ~~32~~ 30 lots. Ten of the lots will bound the lake and said lots will be sold with the following deed restrictions:

- No fuel combustion engines of any type are allowed on Coyote Creek Lake. Electric motors, wind driven or manual propulsion only.
- Supplemental irrigation is allowed from Coyote Creek Lake. However, if Coyote Creek Lake water recedes two feet or more below the bottom of the dam overflow pipes located at the west side of Coyote Creek Lake, no irrigation from Coyote Creek Lake is permitted.

Respectfully,



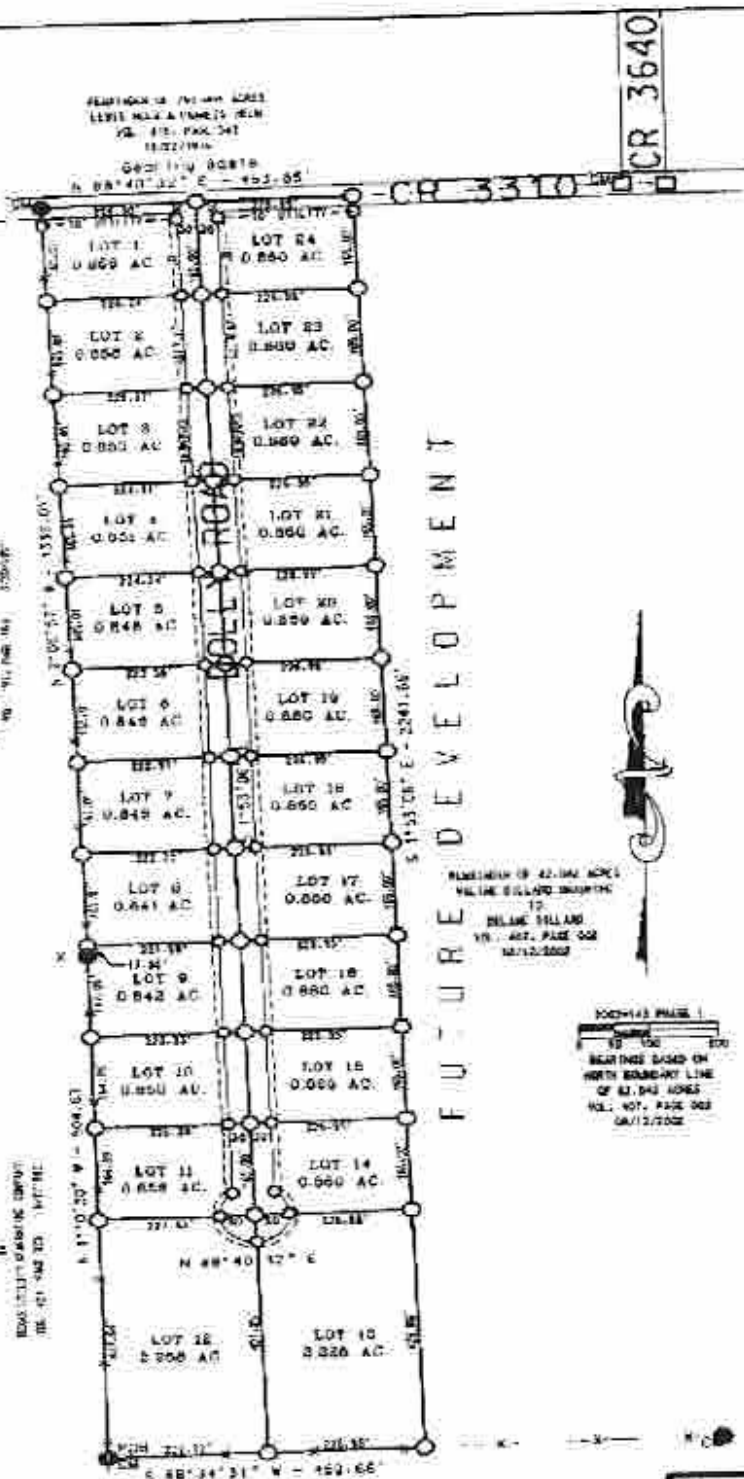
Delayne Dillard  
Owner/Developer

196 Dolly Road  
Sulphur Springs, Texas  
75482

PHONE (903) 243-1198  
FAX (903) 439-1205  
E-MAIL delayne@dollyc.com

18 ACRES  
4071 - 18 ACRES  
VOL. 101, PAGE 164  
12/22/1994

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CR 3640

CR 3310

FUTURE DEVELOPMENT

PLAT 18 OF 42.184 ACRES  
WILSON DILLARD TRACT  
TO  
WILSON DILLARD  
VOL. 101, PAGE 164  
12/22/1994

18 ACRES  
4071 - 18 ACRES  
VOL. 101, PAGE 164  
12/22/1994

CERTIFICATE OF COMPLETION  
OF HOPKINS CO. JUDG  
Additional BILLARD ADDITION  
Location ADJUST 7.5 miles S 80° E of Sulphur  
County Road 3310 East of F.B. Hwy  
I hereby certify that all requirements of the  
submission and on approval of information &  
approval have been complied with for this plat  
APPROVED by the Commissioners Court of Hopkins  
County, Texas  
27 day of May, 2003  
*Clara M. Miller*  
County Judge

OWNER'S CERTIFICATE  
I, DELAYNE DILLARD acting through my agent  
certify that I am the owner of this 18.28  
acres of land as shown on my plat to divide and  
acknowledge the improvements as shown hereon  
*Shawn R. Dillard*  
Shawn R. Dillard, Agent for DELAYNE DILLARD  
STATE OF TEXAS  
COUNTY OF HOPKINS  
This instrument was acknowledged before me  
Notary Public on this 28th day of May  
*Shawn R. Dillard*  
Notary Public, State of Texas

LEGEND:  
○ Set 1/2" rebar marked with "Cooper" cap  
● Found 1/2" rebar marked with "Cooper" cap  
□ Found 1/2" rebar  
CM Central Monument  
POB Point of Beginning  
--- Fence

