

# **NORTH HOLLOW ESTATES DEED RESTRICTIONS**

**As Executed  
June 30, 1978**

**Including Amendments  
June 1982  
November 1982  
February 1994**

*Best.*

F669485

199-16-0824

199-16-0824

NORTH HOLLOW ESTATES PROTECTIVE COVENANTS

*lu*

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

*AI*

THAT NORTH HOLLOW DEVELOPMENT CORPORATION, a Texas corporation ("Developer"), being the owner of that 52.327 acre tract of land out of the F. J. Hare Subdivision and the W. B. Adams Survey, A-95, in Harris County, Texas, known as North Hollow Estates, according to the map or plat thereof recorded in Volume 256 at Page 50 of the Map Records of Harris County, Texas, for the purpose of adopting a uniform plan for the development of North Hollow Estates and for the benefit of present and future owners of property in North Hollow Estates, does hereby adopt and establish the following reservations, restrictions and covenants, which shall run with the land above described and shall inure to the benefit of and be binding upon the present owners and their respective heirs, executors, administrators, devisees, successors, lessees and assigns. Each contract, deed and lease which may be hereafter executed for the purpose of assigning, conveying or otherwise transferring any interest or title to any part of North Hollow Estates shall conclusively be held to have been executed, delivered, and accepted subject to and on the following reservations, restrictions and covenants, regardless of whether or not these reservations, restrictions and covenants are set out in full or by reference in any such contract, deed or lease.

I. UNRESTRICTED RESERVE; DEFINITIONS

(1) The term "lot" or "lots" as used herein shall mean and refer to all lots as shown on the recorded plat for North Hollow Estates, excluding the area designated on the recorded plat as "Unrestricted Reserve," which reserve area is expressly excluded

*Return to:*  
FIRST AMERICAN TITLE COMPANY  
1700 W. LOOP SOUTH  
HOUSTON, TEXAS 77027

*B. Dean*

601-04-25341

from the operation or effect of the restrictions and covenants herein, and may be used for any lawful purpose, and excluding areas outside the boundaries of North Hollow Estates.

(2) The term "builder" shall mean and refer to any person or entity who acquires any lots or property in North Hollow Estates for the purpose of engaging in the business of constructing buildings or improvements thereon for sale or lease, or who acquires any lots or property for the purpose of sale or lease (without regard to the construction of buildings or improvements thereon) to persons engaged in such business.

(3) The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in North Hollow Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who merely own a mineral interest.

(4) The term "recorded plat" shall mean and refer to the map or plat of North Hollow Estates recorded in Volume 256 at Page 50 of the Map Records of Harris County, Texas.

(5) The term "residence" shall mean and refer to one single-family residential dwelling, including any attached garage, but excluding any detached garage, or detached auxiliary structure.

(6) The term "auxiliary structure" shall mean and refer to any structure or building detached from a residence (including any detached garage, but not including any permitted swimming pool), which is permitted to be constructed, placed or located upon a lot under Article IX herein.

## II. PERMITTED AND PROHIBITED USES

No lot or part of a lot in North Hollow Estates shall be used for any purpose except for single family residential purposes, and no building, structure or other improvement shall be constructed,

altered, placed or permitted on any lot other than one single-family residence not to exceed two stories, a swimming pool, and any auxiliary structure permitted under Article IX herein. As used herein the term "residential purposes" shall be deemed to prohibit the use of any lot or part of a lot for duplex houses, garage apartments, apartment houses, or any multi-family use; and no lot or part of a lot shall be used for business or professional purposes of any kind, nor for commercial or manufacturing purposes of any kind. However, until Developer, its successors or assigns, has sold (to purchasers other than builders) all of the lots in North Hollow Estates, a field office may be located and maintained on one lot (although not necessarily the same lot at all times) by Developer, its successors and assigns, and Developer's sales personnel. No activity shall be carried on upon any lot which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which increases the danger to adjoining property of fire or explosion damage, or which is an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in North Hollow Estates, except that dogs (but not more than two), cats (but not more than two), and other household pets, may be kept provided they are not kept, bred or maintained for any commercial purpose, and further provided that all such permitted dogs, cats and other household pets shall at all times be kept only on the lot itself and shall not be permitted to run or roam loose.

### III. ARCHITECTURAL CONTROL COMMITTEE

The North Hollow Estates Architectural Control Committee shall be composed of four members, and the names of the initial members are J. Kenneth Anderson, Phillip R. Fitzgerald, Saverio V. Giammalva, Ernestine Washco. In the event of the death, incapacity or resignation of a member of the Committee, the

remaining members of the Committee shall appoint a successor who shall have all the duties and possess all the powers of the member that he replaces. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this instrument. In the event of the death, resignation or inability to act of all members of the Architectural Control Committee, Developer, Developer's successors or assigns, or Developer's designated representative, shall have the power, and shall be obligated, to appoint, by instrument recorded in the Office of the County Clerk of Harris County, Texas, substitute or successor members of the Architectural Control Committee. The vote of the majority of the Committee shall constitute committee action.

Any notice to or request for approval made to the Architectural Control Committee shall be in writing, and shall be personally delivered or given by certified or registered mail, postage prepaid, to Mr. J. Kenneth Anderson, 4545 Post Oak Place Drive, Houston, Texas 77027 (or to such other person or persons and at such other address or addresses as may be set forth in a written notice signed by a majority of the Committee and either given to the person giving the notice or making the request or recorded in the Office of the County Clerk of Harris County, Texas). If any request for approval is made to the Committee, the Committee shall, within thirty (30) days after the request is made, give the person making the request, written notification either of the approval by the Committee or of its rejection of the request, with specification of the reasons for the rejection. If the Committee fails to give to the person requesting such approval notification of rejection within such 30-day period, the Committee shall be conclusively deemed to have given its approval with regard to the request made. Any approval or rejection given by the Committee shall be in writing, and shall be signed by a majority of the Committee; provided that any communication of the

Committee other than approval or rejection, which is signed by at least one member of the Committee, may be relied upon as the act of the Committee by the person receiving such other communication.

The duties and powers of the Architectural Control Committee shall cease and terminate on the earlier of the following: (1) January 1 of the calendar year next following the calendar year during which all lots in North Hollow Estates have finally been sold and conveyed to purchasers (other than builders); (2) after ten (10) years from the date this instrument is recorded in the office of the County Clerk of Harris County, Texas; or (3) the voluntary surrender (by written notice given to Developer and recorded in the office of the County Clerk of Harris County, Texas) of such powers and duties to the North Hollow Civic Association at any time after January 1, 1979. Thereafter, all the powers and duties of the Architectural Control Committee hereunder shall vest in the North Hollow Civic Association as hereinafter provided, and the Architectural Control Committee shall be terminated.

#### IV. CONSTRUCTION AND LANDSCAPING STANDARDS

Except as otherwise expressly provided herein, no residence, auxiliary structure, or swimming pool shall be constructed, placed or materially altered in or upon North Hollow Estates, unless and until the construction and landscaping plans and specifications and a plan showing the location of the residence, auxiliary structure or swimming pool have been submitted to and approved by the Architectural Control Committee. Unless otherwise approved in writing by the Architectural Control Committee, all sides of the residence shall have exterior walls, from finished grade to roof level, of structurally durable and architecturally finished materials, and all roofs shall be composition roofs of a grade equivalent to GAF Timberline shaded, wood shingle, or other roofing materials approved by the Architectural Control Committee. All fences shall be constructed entirely of wood, except for fasteners.

The ground floor area of all one story residences, exclusive of open porches and garages, shall be not less than 1,400 square feet. The total living area, exclusive of open porches and garages, of a one and one-half or a two story residence shall be not less than 1,850 square feet. All residences shall have an attached or detached garage for not less than two nor more than four cars, and which shall not exceed the height of the residence. All residences shall have inside toilet and plumbing facilities, and upon the completion of construction of the residence, the toilet and plumbing facilities shall immediately be connected with the sewer system for the City of Humble, Harris County, Texas, and with appropriate water services. Concrete sidewalks four (4) feet wide, laid parallel to the curb line of each street in North Hollow Estates, and beginning ten (10) feet back from the curb line shall be constructed in front of each lot in North Hollow Estates. The plans and specifications for any building submitted to the Architectural Control Committee shall include sidewalks, which shall be completed prior to the occupation of any residence.

Landscaping in accordance with the plans approved by the Architectural Control Committee must be completed within thirty (30) days following the completion of the residence on the same lot; provided, however, that this thirty-day period may be extended by the Architectural Control Committee, acting in its sole discretion, in the event of delays caused by adverse weather conditions or other causes beyond the control of the owner who is requesting the extension. All lots shall be graded to drain from the rear property line to the back of street curb, except where there are lots adjacent to existing drainage channels, in which case such lots shall be graded to drain to the existing drainage channels.

## V. BUILDING SETBACKS AND FRONTAGE

No residence, auxiliary structure or swimming pool permitted hereunder shall be constructed, placed or permitted nearer to the street right-of-way of any street in North Hollow Estates or nearer to the front line or the side street than the minimum building setback lines shown on the recorded plat for North Hollow Estates. No residence or swimming pool shall be constructed, placed or permitted nearer than five (5) feet to any side or rear property line, unless a street is the side or rear property line in question, in which event the setback line for that street (as shown on the recorded plat) shall be complied with. No auxiliary structure shall be constructed, placed or permitted nearer to any side or rear property line than three (3) feet, unless a street is the side or rear property boundary in question, in which event the setback line for that street (as shown on the recorded plat) shall be complied with. Any owner may build across lot lines or property lines common to lots owned by that owner, so long as that owner complies with the building setback lines which are applicable to the lots taken as a whole (i.e., just as though, for this purpose, the common lots had been only one lot). In addition to the foregoing, no fence, wall or hedge shall be constructed, placed or permitted on any lot nearer to the street right-of-way of any street in North Hollow Estates than the minimum building setback lines shown on the recorded plat.

## VI. EASEMENTS

Easements for installation and maintenance of utilities, drainages facilities, road, streets and pipe line easements are reserved as shown on the recorded plat. Right of ingress and



gress shall be had at all times over any dedicated easement, and for installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in the easement. The owner of each lot shall, at the owner's own sole cost and expense, furnish, install, own and maintain (all in accordance with the requirements of all governing authorities having jurisdiction and the National Electric Code) any underground service cable (and appurtenance thereto) from the point of the metering facilities on any lot installed by the electric company supplying the electric service to the point of attachment of such cable (as designated by the electric company) on the property line of that lot. In addition, the owner of each lot, at the owner's own cost and expense, shall furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

#### VII. SIGNS

No sign, advertisement or billboard of any kind may be erected, placed or maintained on any lot, without the prior express written consent of the Architectural Control Committee, except one (1) sign not larger than twenty-four (24) inches square advertising a lot for sale or lease, or signs used by a builder to advertise the lot during the construction and sales period. The Architectural Control Committee, or its designated representative or agents, may remove any sign, advertisement or billboard which is erected, placed or maintained on any lot in violation of this Article VII, and in so doing shall not be liable (and shall be indemnified and held harmless by the owner of the lot from any liability) for trespass, conversion or any other reason, caused by or arising from such removal.

## VIII. MAINTENANCE OF PROPERTY

All residences and auxiliary structures must be kept in good repair, and must be painted when necessary to preserve their attractiveness. No shrubbery, bush or any object which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way, the property lines of that lot, and a line connecting them at points twenty-five (25) feet from the corner of the street right-of-way, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended to a point. The same sight line limitations shall apply on all lots to that portion of a lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The owner and occupant of a lot in North Hollow Estates shall have the duty of and responsibility for keeping the lot and improvements in a well-maintained, safe, clean and attractive condition at all times. No vacant lot or part of a lot shall be used as a dumping ground for rubbish. Trash, garbage and other waste materials shall be kept only in sanitary containers. If, in the opinion of the Architectural Control Committee, any owner or occupant is failing in this duty and responsibility, then the Architectural Control Committee may give that owner or occupant, or both, notice of that fact, and that owner or occupant must, within ten (10) days of that notice, undertake the care and maintenance required to restore such owner's or occupant's property to a safe, clean and attractive condition. Should that owner or occupant fail to fulfill this duty and responsibility after such notice, then the Architectural Control Committee shall have the

right and power to perform such care and maintenance, and the owner or occupant (and both of them) of the lot on which the work is performed by the Architectural Control Committee shall be liable for the cost thereof. If such owner or occupant fails to reimburse the Architectural Control Committee within thirty (30) days after being billed, then that cost shall be a debt of that owner or occupant (and both of them), payable to the Architectural Control Committee, and shall be a lien against that owner's and occupant's lot in North Hollow Estates.

**IX. AUXILIARY STRUCTURES;  
SWIMMING POOLS; PARKING**

No auxiliary structure (except garages required under Article IV) shall be used or permitted on any lot, unless it is less than eight (8) feet tall (inclusive of roof), located on the rear two-thirds of the lot and is screened from the view from neighboring lots and from the streets, or unless otherwise approved by the Architectural Control Committee; provided that in no event shall any trailers, mobile homes, tents, shacks, or barns be used or permitted on any lot. No auxiliary structures shall ever be used as a residence, either temporarily or permanently. One swimming pool shall be permitted for each lot provided that it is located on the rear two-thirds of the lot, enclosed by a wood or brick fence at least six (6) but not more than eight (8) feet in height, and screened from the view from neighboring lots and from the streets. Any boats, boat trailers, boat rigging, trailers, truck cabs, trailer cabs, mobile homes or other recreational vehicles or campers shall be parked or placed in the garage or in the driveway out of view from the street, except where they are only temporarily parked or placed in a driveway no closer to the street than the applicable building setback lines. The parking of automobiles or other vehicles on any street or road, or the

shoulder thereof for a period longer than twelve (12) hours is prohibited.

#### X. OIL AND GAS EXPLORATION

No oil or gas exploration, drilling, development, refining, or any quarrying or mining operations shall be permitted in North Hollow Estates, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under North Hollow Estates; provided that nothing herein shall prevent directional drilling under North Hollow Estates from a site outside of North Hollow Estates.

#### XI. NORTH HOLLOW CIVIC ASSOCIATION

Upon the termination of the powers and duties of the Architectural Control Committee, as provided in Article III, the North Hollow Civic Association (the "Association") shall succeed to and have all of the powers and duties of the Architectural Control Committee, including and in addition, the power and authority to:

- (a) Collect and expend, for the benefit of North Hollow Estates, the maintenance fund hereinafter created.
- (b) Enforce, by appropriate proceedings, these reservations, restrictions and covenants.
- (c) Enforce or release any lien imposed on any part of North Hollow Estates by reason of a violation of any of these reservations, restrictions and covenants, or by reason of failure to pay the maintenance charges herein provided for.

Each owner shall be a member of the North Hollow Civic Association. Each member shall be entitled to one vote for each lot owned by that member on each matter submitted to a vote of the members, and only one vote shall be cast for each lot regardless of the number of owners of a lot. Membership shall be appurtenant to and may not be separated from ownership of any

lot. The presence in person at a meeting of a majority of the members shall constitute a quorum, and the vote of the owners of a majority of the lots represented at the meeting at which a quorum is present shall be the act of the Association, unless the vote of a greater number is required by law or by the bylaws of the Association.

The first meeting of the members of the Association shall be called by Developer giving written notice of the date, time and place of the meeting by mailing or delivering notice to the owner (at the address which appears on the records of the Association) of each lot in North Hollow Estates. At the first meeting the members shall select a chairman to preside over that meeting, and the members shall also elect seven (7) Directors to conduct the affairs and business of the Association. Cumulative voting in the election of Directors shall not be permitted. Each Director shall hold office until his successor is duly elected and qualified. Any vacancy occurring in the Directors (by death, resignation, or otherwise) may be filled by an affirmative vote of a majority of the remaining Directors.

The Directors may adopt bylaws which are consistent with these reservations, restrictions and covenants as they deem necessary or appropriate, and may elect a chairman or such officers or designated representatives as the Directors deem necessary or appropriate to conduct the affairs and business of the Association. A majority of the Directors shall constitute a quorum for the transaction of business at a meeting of the Directors. The vote of the majority of the Directors who are present at a meeting at which a quorum is present shall be the act of the Directors, unless the vote of a greater number is required by law or by the bylaws of the Association.

An annual meeting of the members of the Association shall be held each year at 7:00 p.m. on a day during the month of March to be selected by the Directors, provided that there need be no

annual meeting during the same year as the first meeting of members. Written notice of each annual meeting (and of any special meeting), stating the place, day and hour of the meeting, shall be given not less than seven (7) nor more than fifty (50) days before the date of the meeting, either personally or by mail, to each member by delivering or addressing it to the owner (at such address as appears on the records of the Association) of each lot in North Hollow Estates. At the annual meeting, the members shall elect Directors and transact such other business as may properly be brought before the meeting.

Special meetings of the members may be called by the Directors or upon the written request or petition of fifty (50) or more members of the Association.

#### XII. MAINTENANCE CHARGE

Each lot in North Hollow Estates is hereby subjected to an annual maintenance charge for the purpose of creating a maintenance fund, to be paid by the owners of each and all of the lots in North Hollow Estates, annually, in advance, upon the first day of January of each year, beginning January 1, 1978; provided that the maintenance charge shall not commence as to the individual lots until such lots have been conveyed by builders to individual purchasers, or until the expiration of one (1) year after the purchase of such lots by a builder, whichever is earlier. The amount of the maintenance charge shall be determined by the Architectural Control Committee or by the Association, as the case may be, provided that in no event shall the annual maintenance charge per lot exceed the sum of \$100.00, unless a higher maintenance charge is agreed to in a writing signed by a majority of the persons or entities who then own lots in North Hollow Estates, and recorded in the office of the County Clerk of Harris County, Texas. The maintenance charges shall be paid to North

Hollow Estates Architectural Control Committee or to the North Hollow Civic Association, as the case may be, and shall be held in trust and used for the benefit of all owners of lots in North Hollow Estates, and such sum may be expended by the Committee or the Association for any purpose, which in its judgment, will be most effective in carrying out the powers and duties of the Committee or Association, as the case may be, including, without limitation, the maintenance of lighting, maintaining the streets and roads in North Hollow Estates, collecting and disposing of garbage and ashes, security, caring for vacant lots and for trees, parks and esplanades, fogging or spraying for control of mosquitos and other insects, the enforcement of these reservations, restrictions and covenants and in doing any other thing necessary or desirable to keep North Hollow Estates neat and presentable, or for any other purposes which will benefit the owners or occupants of lots. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of ten percent (10%) per annum. In the event a maintenance charge is placed in the hands of attorneys for suit or collection or if collected through the Probate Court, bankruptcy proceedings or other legal action, the Committee or the Association, as the case may be, shall be entitled to recover reasonable attorneys' fees from the defaulting lot owner. The maintenance charge levied against each lot shall be a debt of the owner of such lot and to secure the payment of the maintenance charge there shall be reserved in each deed (whether specifically stated therein or not) by which Developer shall convey lots in North Hollow Estates, a vendor's lien for the benefit of the Architectural Control Committee and the Association, such lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all first liens, present and future, given, granted,

and created by or at the instance and request of the owner of any lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any lot to the extent of any maintenance charge accrued and unpaid prior to foreclosure of any such first mortgage lien; and further, provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Committee or the Association, as the case may be, shall give the holder of such first mortgage lien thirty (30) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage lienholder, postage prepaid, by certified or registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Committee or the Association, as the case may be, shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot covered by such first mortgage lien to the holder thereof.

#### XIII. NONLIABILITY

Neither the members of the Architectural Control Committee, nor any Director of the North Hollow Civic Association shall ever be liable to any person, firm or corporation for any action (other than fraud, gross negligence or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance fund herein provided for, or for any other action taken pursuant to these reservations, restrictions and covenants, and the acceptance by any party of a deed to any lot in North Hollow Estates shall constitute such party's covenant and agreement that such liability shall not exist.



## XIV. TERM

These reservations, restrictions and covenants shall run with the land and shall be binding on all owners and occupants, and their respective heirs, executors, administrators, devisees, successors and assigns, and all persons claiming under them, from the date on which these covenants are recorded through January 1, 2017, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the persons or entities who then own a majority of the total number of all lots in North Hollow Estates has been recorded in the office of the County Clerk of Harris County, Texas, agreeing to terminate or change these covenants in whole or in part at the end of any such original or extended term.

## XV. ENFORCEMENT

The Architectural Control Committee, the North Hollow Civic Association, any individual property owner in North Hollow Estates or any group of such property owners shall have the right to enforce the reservations, restrictions and covenants set forth in this instrument against any person or persons violating or attempting to violate them. Except for the additional remedies as provided in Articles VII and VIII, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation and/or to recover damages.

## XVI. SEVERABILITY

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

## XVII. ADDITIONAL RESTRICTIONS; AMENDMENT

Developer may make additional restrictions by appropriate provision in deeds covering lots in North Hollow Estates hereafter conveyed, without otherwise modifying the general plan above outlined, provided that such other restrictions shall be effective only against the lots covered by such deeds. Such other restrictions shall inure to the benefit of the respective property owners in the same manner as though they had been expressed herein. Until the powers and duties of the Architectural Control Committee have been terminated as herein provided, Developer reserves the right to amend and modify these reservations, restrictions and covenants by instrument in writing recorded in the Office of the County Clerk of Harris County, Texas. Thereafter, these reservations, restrictions and covenants may be amended or modified only by an instrument in writing signed by the persons or entities who then own a majority of the total number of lots in North Hollow Estates, and recorded in the Office of the County Clerk of Harris County, Texas.

## XVIII. JOINDER OF LIENHOLDER

Fannin Bank, a Texas banking corporation, has executed this instrument as lienholder, covering or affecting a portion of the property shown on the recorded plat for the purpose of subordinating all liens held by it against such property, to the imposition of the aforesaid reservations, restrictions and covenants, and does hereby agree that a foreclosure of its lien shall not affect such reservations, restrictions, and covenants.

EXECUTED this the 20th day of June, 1978. (2)  
12

NORTH HOLLOW DEVELOPMENT CORPORATION,  
a Texas corporation

BY J. Kenneth Anderson  
J. Kenneth Anderson, President

199-16-0841

FANNIN BANK, by the signature below, joins in the execution of these reservations, restrictions and covenants solely for the purpose stated in Article XVIII herein.

FANNIN BANK  
a Texas Banking Corporation

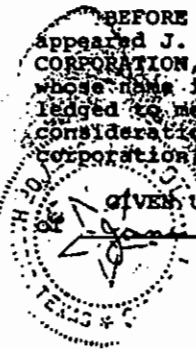
By *Arved E. White*  
Arved E. White, Vice President

199-16-0842

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. KENNETH ANDERSON, President of NORTH HOLLOW DEVELOPMENT CORPORATION, a Texas corporation, 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 purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of July, 1978.

Ernestine M. Washco  
Notary Public in and for  
Harris County, Texas

My Commission Expires:

May 31, 1979

RECORDERS MEMORANDUM

At the time of recording, this instrument was found to be in compliance with the laws pertaining to the recording of instruments. There were no objections or other matters presented at the time the instrument was filed and recorded.

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Arved E. White Vice President of FANNIN BANK, a Texas Banking Corporation, 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 purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of July, 1978.



Patricia Richardson  
Notary Public in and for  
Harris County, Texas

My Commission Expires:

PATRICIA RICHARDSON  
Notary Public in and for Harris County, Texas  
My Commission Expires April 12, 1980

183-10-0843

199-16-0843

FILED  
JUL 6 1 21 PM 1978  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON JULY 6, 1978, AT 1:21 PM.

JUL 6 1978



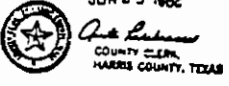
*R. J. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

100-16-001

STATE OF TEXAS  
 COUNTY OF HARRIS

FILED  
 Jun 25 8 50 AM 1982  
 County Clerk  
 HARRIS COUNTY, TEXAS

JUN 25 1982



County Clerk  
 HARRIS COUNTY, TEXAS

U 18-82-1149

Carolyn Tunstall  
 Charles Turner  
 Dan R. Jall  
 Debra J. Jaters  
 Barry Watson  
 Van A. Walch  
 Robert S. Williams  
 Marguerite Woodward  
 Susan Zooly  
 J. B. Zinshtak  
 A. Koch  
 David LaFargue

7611 Live Oak Drive  
 7518 Live Oak Drive  
 1603 North Hollow Drive  
 7539 Live Oak Drive  
 7506 Cypress Drive  
 1610 North Hollow Drive  
 7622 Pin Oak Drive  
 7618 Live Oak Drive  
 1618 North Hollow Drive  
 7214 Cypress Drive  
 1619 North Hollow Circle

*My Commission Expires 12/14/85*

*178-82-1149*

THE STATE OF TEXAS  
 COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared

*J. Wallace S. Conley*

known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on June 25 1982.

*J. Wallace S. Conley*  
 County Clerk  
 Harris County, Texas

018-82-1149

7639 Pin Oak Drive (2 lots)  
 7646 Cypress Drive  
 1822 Pecan Lane  
 1710 Pecan Lane  
 7500 North Hollow Circle  
 7519 Cypress Drive  
 7518 Pin Oak Drive  
 1711 Peach Run  
 7630 Cypress Drive  
 7502 Pin Oak Drive  
 7507 Pin Oak Drive  
 7603 Live Oak Drive  
 7615 North Hollow Circle  
 7511 Live Oak Drive  
 1611 North Hollow Drive  
 7639 Pine Hollow Drive  
 7602 Pin Oak Drive  
 7626 Pin Oak Drive  
 7622 Pine Hollow Drive  
 7626 Cypress Drive  
 7623 Pin Oak Drive  
 7503 Cypress Drive  
 7503 Pine Hollow Drive  
 7627 Live Oak Drive  
 7515 Pine Hollow Drive  
 7619 Pin Oak Drive  
 7613 Pin Oak Drive  
 7611 North Hollow Circle  
 7627 Pin Oak Drive  
 7630 Pin Oak Drive  
 7630 Pin Oak Drive  
 7615 Pine Hollow Drive  
 7606 Pin Oak Drive  
 7603 Live Oak Drive (2 lots)  
 1607 North Hollow Circle  
 7523 North Hollow Circle  
 1606 North Hollow Drive  
 1715 Peach Run  
 7603 Cypress Drive (3 lots)  
 7531 Live Oak Drive  
 7538 Live Oak Drive  
 7502 Cypress Drive  
 7527 North Hollow Circle  
 7658 Live Oak Drive  
 7527 Cypress Drive  
 7534 Live Oak Drive  
 1831 Peach Run (2 lots)  
 7631 Pin Oak Drive

George Foreman  
 Mrs. Pat Fowler  
 George Foreman  
 Gary W. Fritz  
 Nancy K. Sandy Galtz  
 John Ghist  
 Doug Green  
 Jo Green  
 Liz Guzman  
 Deborah Haas  
 Deborah Harvey  
 Wayne Haskins  
 Perry Henderson  
 Wayne Holloway  
 Mr. & Mrs. L.S. Ivy  
 Jeannette S. Jacobs  
 Mathie Lee Jackson  
 Tamara Johnson  
 Mrs. Wynness Jones  
 A. J. Kay  
 Larry R. Kelley  
 Martha Kennedy  
 J. M. Kinch  
 Adams Longoria Jr.  
 Glenn Lovitz  
 Carl D. Peoples  
 Cheryl L. Headons  
 Nancy Miller  
 J. B. Morgan  
 Liddy K. White  
 Geoff Wallace Hall  
 George W. Weaver  
 Warren D. Wekar  
 Marilyn Pizzolati  
 A. Pollock  
 Sandra Reed  
 Louise Riegler  
 Vicki Roberts  
 Kim Ross  
 Charles S. Russo  
 Barbara Sain  
 MaryAnne Schaid  
 Larry Simmond  
 Mrs. Daniel S. Stamps  
 Audrey & Jack Swendsen  
 Alexander Takabaski  
 Linda B. Terry  
 Dwayne Thumason  
 Nancy Tipton

7602 Live Oak Drive  
 7618 Live Oak Drive  
 7510 Pine Hollow Drive  
 7606 Cypress Drive  
 7526 Live Oak Drive  
 7514 Pine Hollow Drive (2 lots)  
 7502 Pine Hollow Drive (2 lots)  
 7510 North Hollow Circle (2 lots)  
 1614 North Hollow Drive  
 7511 Pin Oak Drive  
 7638 Cypress Drive  
 7608 Live Oak Drive  
 7614 Pin Oak Drive  
 1827 Peach Run  
 7606 Pine Hollow Drive  
 1803 Peach Run  
 7631 Cypress Drive  
 7612 Pin Oak Drive  
 7506 Live Oak Drive  
 7502 North Hollow Circle  
 1723 Peach Run  
 7630 Pin Oak Drive  
 7631 Pin Oak Drive  
 7631 Live Oak Drive  
 7607 North Hollow Circle  
 7610 Live Oak Drive  
 7622 Live Oak Drive  
 7610 Pin Oak Drive  
 7501 Pin Oak Drive  
 7527 North Hollow Circle  
 7526 Pine Hollow Drive  
 1719 Peach Run  
 7619 Live Oak Drive  
 7615 Live Oak Drive  
 7630 Live Oak Drive  
 7636 Live Oak Drive  
 7610 Cypress Drive  
 7638 Cypress Drive  
 7638 Live Oak Drive (2 lots)  
 P.O. Box 1814 • Humble, Texas 77038

North Hollow Estates Civic Association



Please find listed below the names and addresses of North Hollow Estate residents and property owners voting for an increase in maintenance fees from \$100.00 per year to \$200.00 per year. These names represent 80% of the present population. Ballots were signed between the months of January, 1982 and April, 1982. Since ballots were taken 100% of the new residents agreed at closing to pay the increase.

Son Aldridge  
 Mrs. Dale Allen  
 R. Kern Allison  
 Mrs. R. M. Beck  
 Carl Bedford  
 Mr. & Mrs. J. P. Bell  
 Mary Lee Benham  
 J. O. Benton  
 Mr. & Mrs. Jerry Bracswell  
 William R. Brady  
 Johnny Brahaem  
 Pat Brewster  
 Bill Briggs  
 Bill Brown  
 Mas J. Buckholtz  
 Pas Burback  
 Sandra H. Burke  
 Leah R. Cantwell  
 L. Ken Caslon  
 Mrs. Thomas P. Chartrepp  
 Larry Chost  
 Elaine L. Edmund A.  
 Ken Conley  
 Mrs. & Mrs. Robert Conwright  
 R. F. Coonley  
 Christine C. Cooper  
 Mrs. Debbie Cronk  
 William S. Czojkowski  
 R. DeRries  
 Fredrick J. Daniels  
 George L. Dean  
 T. H. Cobbins  
 Francesca S. Dukes  
 Clifton T. Ellis Jr.  
 Jan & Scott Farmer  
 Guy C. Toland  
 J. Feata  
 M. O. Finnegan  
 Nancy M. Gorman, Jr.  
 7638 Live Oak Drive  
 P.O. Box 1814 • Humble, Texas 77038

018-82-1148

0014962 50venc \$7.00

501450

*Amend:*

4838315

039-90-1304

*George Sarman*

OFFICIAL BALLOT

03/07/83 00122334 4838315 171.25

AMENDMENT TO THE NORTH HOLLOW CIVIC ASSOCIATION PROTECTIVE COVENANTS

We the undersigned members of the North Hollow Civic Association do hereby for all purposes cast our official ballot by affixing our signature and indicating in the appropriate, provided block our preference to the below set-out proposed Amendment to the North Hollow Estates Protective Covenants, to wit:

To change Section XI, Paragraph 2 which currently reads;

"..... The presence in person at a meeting of a majority of the members shall constitute a quorum, and the vote of the owners of a majority of the lots represented at the meeting at which a quorum is present shall be the act of the Association....."

The proposed change will affect this section and paragraph by changing the quorum requirement to read as follows:

"..... The presence in person or by proxy at a meeting of at least fifty (50) members shall constitute a quorum, and the vote of the owners of a majority of the lots represented at the meeting at which a quorum is present shall be the act of the Association....."

*2/17/85*

*[Signature]*  
(2 votes)

FOR ( ) AGAINST

*(209)*  
*12*

VERIFICATION

STATE OF TEXAS : |

COUNTY OF HARRIS |

BEFORE ME, the undersigned Notary Public on this day personally appeared the aforementioned individuals, who being by me duly sworn on their oath deposed and said that they are the signators in the foregoing OFFICIAL BALLOT; and that they have each and singular read the above and foregoing OFFICIAL BALLOT and that every statement contained therein is within their personal knowledge or their information and beliefs, each and singular, as stated and is true and correct.

*Carol J. Eshling*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

Subscribed and Sworn to Before Me on the 8th day of NOV 1982, to certify which witness my hand and official seal.

*Carol J. Eshling*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

*Handwritten mark*

My commission expires: 2-3-85

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

CERTIFIED COPY CERTIFICATE

THE STATE OF TEXAS : |  
COUNTY OF HARRIS |

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm Identification Number as stamped thereon.

I certify on:

Molly A. Pryor,  
County Clerk, Harris County, Texas

*Robert C. Miller*  
\_\_\_\_\_, Deputy  
ROBERT C. MILLER

SEP - 8 1993

*Amend*

200-58-27.36

P720220

02/25/94 00402286 P720220 \$ 9.50

OFFICIAL BALLOT

AMENDMENT TO THE NORTH HOLLOW CIVIC ASSOCIATION PROTECTIVE COVENANTS

*lec*

We the undersigned members of the North Hollow Civic Association do hereby for all purposes cast our official ballot by affixing our signature and indicating in the appropriate, provided block our preference to the below setout proposed Amendment to the North Hollow Estates Protective Covenants, to-wit:

To change Section IV; Paragraph 2 which currently reads as follows:

The ground floor area of all one story residences, exclusive of open porches and garages, shall be not less than 1,400 square feet. The total living area, exclusive of open porches and garages, of a one and one-half or a two story residence shall be not less than 1,850 square feet. All residences shall have . . . .

The proposed change will affect this section and paragraph by changing the square footage requirement to read as follows:

The ground floor area of all one story residences, exclusive of open porches and garages, shall be not less than 1,850 square feet. The total living area, exclusive of open porches and garages, of a one and one-half story residences shall be not less than 2,100 square feet. The total living area, exclusive of open porches and garages, of a two story residence shall not be less than 2,350 square feet. Further, the ground floor area of all one and one-half story residences and all two story residences, exclusive of open porches and garages, shall not be less than 1,400 square feet. All residences existing at the date of this amendment and all plans prior to the date of this amendment shall be subject only to the restrictions of this paragraph as said restrictions existed at the time of the approval of plans for said residence. All residences shall have . . . .

*9.50*  
*VS*

- 1. *Margie F Taylor* *Margie F Taylor* (X) FOR ( ) AGAINST
- 2. *Marguerite Woodward* *Marguerite Woodward* (X) FOR ( ) AGAINST
- 3. *A. J. Kay* *A. J. Kay* (X) FOR ( ) AGAINST
- 4. *Natalie F Green* *Natalie F Green* (X) FOR ( ) AGAINST
- 5. *Francis W. Dobbins* *Francis W Dobbins* (X) FOR ( ) AGAINST
- 6. *Nellene Harvey* *Nellene Harvey* (X) FOR ( ) AGAINST
- 7. *Debra Waters* *Debra Waters* (X) FOR ( ) AGAINST
- 8. *Susan Powell* *Susan Powell* (X) FOR ( ) AGAINST
- 9. *Anita Harrelson* *Anita Harrelson* (X) FOR ( ) AGAINST
- 10. *Mrs. L. Guzman* *Mrs Lz Guzman* (X) FOR ( ) AGAINST

*100-*

Ret: NHCA  
PO BOX 914  
Humble, TX 77338

*Reg. C. Ryan*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

94 FEB 25 AM 9:31

FILED