

RESTRICTIVE COVENANTS FOR HOLLAND HILLS, PHASE 1 MINEOLA, TEXAS

Holland Hills Phase 1 LLC to be referred to in these covenants as "Developer", does hereby impose the following covenants, restrictions, and charges upon the real property platted and recorded in Plat Records of Wood County, Texas Document #2023-00011826 in the name of Holland Hills, Phase 1, a residential addition located in Wood County, Texas. Said restrictions, easements, and charges shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or having, by written contract or oral agreement, the use of real property in the above-named subdivision. Developer further stipulates and provides that any person, group of persons, or entity owning lots in the subdivision may exercise authority independent of the Developer to enforce these restrictions nor is the Developer required to participate in any enforcement actions commenced by any person, group of persons or entity authorized by this document, at law or in equity, against any person, persons or entity violating or attempting to violate any of the below-listed covenants, or easements, and that beneficiaries of recorded easements may enforce said easements, at law or in equity, against any person, persons or entities violating or attempting to violate any of the below-listed covenants, restrictions or easements:

1. The property may only be utilized for residential purposes. No business or commercial activities, including retail businesses, are permitted on the premises. However, home-based enterprises are allowed within a single-family residence or outbuilding, provided they do not cause disruptive traffic or noise disturbances within the subdivision.
2. Each lot is restricted to one single-family residence, and only new site-built structures are permissible as residential dwellings. Construction activities must be completed within six months from the commencement date.
3. All homes must have a minimum of 2,100 square feet of heated and cooled living space and 2,500 square feet of under-roof area. Additionally, all homes and structures must be constructed with 100% masonry materials.
4. Each lot may accommodate up to two detached structures, including one mother-in-law suite/guest house. The guest house must not exceed 1,200 square feet of heated and cooled living space and 1,650 square feet of under-roof area.
5. Driveways and parking areas must be made of concrete only.

6. Walks, drives, fences, and retaining walls may be placed at the property line, except where water drainage easements exist. Setback requirements mandate a 100-foot setback from the County Road right-of-way for the front of the residence and a 15-foot setback for the sides. Special circumstances may warrant revisions to these setback dimensions, subject to approval by the Developer.

7. Two or more lots can be joined together for the purpose of establishing a single lot. The adjoined property will be treated as a single lot for voting purposes, with each originally platted lot maintaining its one-vote status. The adjournment is consummated when a structure is built over an original platted lot line. Fences, drives, walks, and retaining walls are not considered as structures.

8. Lots cannot be divided. Holland Hills, Phase 1 is to have no more than 6 lots.

9. No person, persons, or entity shall cause water runoff to drain in a manner to cause damage or pond on any property in the subdivision. A drainage plan must be prepared before commencing any water runoff constraining landscaping or construction activities. Consultation and agreement of adjoining lot owners affected by activity are mandatory.

10. No tent, shack, manufactured home, mobile home, modular home, or other off-site construction home, garage apartment, stable, or barn shall be placed, erected, or be permitted to remain on the property.

11. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, or abandoned cars, and no garbage or other waste shall be kept except in sanitary containers. No owner or user of the property shall park, place, or cause to remain on the property or knowingly permit to remain on the property, any dismantled automobile, abandoned automobile, racing automobile, truck-tractor, motorcycle, or lawnmower remains.

12. No water well may be located or drilled in a location that will restrict the use or cause loss of value to any adjacent lots. Permanent or temporary swimming pools and playground equipment may be erected or constructed in rear lawn areas only.

13. Holland Hills Phase 1 LLC, its successors or assigns, may amend these Covenants as applied to lots owned

by Holland Hills Phase 1 LLC, its successors or assigns, to accommodate unforeseen and unique situations that may arise. An amendment executed by Holland Hills Phase 1 LLC, its successors, or assigns, does not require the consent of Holland Hills, Phase 1 property owners.

14. In the event Holland Hills Phase 1 LLC does not own property within Holland Hills, Phase 1 or ceases to exist, the property owners of Holland Hills, Phase 1 shall become self-governing. Property owners will assume the authority to Amend these Restrictive Covenants or the then-in-force Restrictive Covenants at the time of becoming self-governing. Each lot exercises one (1) vote for the purpose of amending these restrictive covenants. Any amendment requires 51% of the votes to become effective. These amendments are to be effective when documented and referencing these Restrictive Covenants or any amended Restrictive Covenants, signed by the approving property owners before a Texas Notary and recorded in the Real Property Records of Wood County, Texas. The authority to invalidate the Restrictive Covenants is expressly granted by this Covenant.

15. Invalidation of any one or more of these covenants and restrictions by the judgment of any court shall not affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect. A property owner shall be liable to the Developer for all costs and attorney's fees incurred by the Developer in the enforcement of these Restrictive Covenants against such property owner.

DATED this ____ day of _____, 2024.

Garrett York, Manager

STATE OF TEXAS
COUNTY OF WOOD

This instrument was acknowledged before me on the ____ day of _____, 2024, by Garrett York, Manager of Holland Hills, Phase 1 LLC, on behalf of said corporation and in the capacity stated.