

# FILE COPY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this day by HASSELL MANAGEMENT SERVICES L.L.C., hereinafter called the "Declarant".

## PREAMBLE

WHEREAS, the Declarant is the owner of that certain real property described in Exhibit A to this Declaration and desires to create thereon Section I of the Subdivision of HOLLAND RIDGE which shall be a duly approved and recorded subdivision in Grimes County, Texas.

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety and welfare of residents, and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth the Declarant shall incorporate or cause to be incorporated, under the laws of the State of Texas and according to the provisions of Article III, HOLLAND RIDGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

NOW THEREFORE, the Declarant hereby adopts, establishes and imposes upon the Property and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of the Lots in the Property, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof for the welfare and protection of property values.

## ARTICLE I

### DEFINITIONS

SECTION 1.01 "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as they may from time to time be amended

SECTION 1.02 "Declarant" shall mean and refer to HASSELL MANAGEMENT SERVICES L.L.C., and its successors and assigns. In the event another other than the Declarant comes to stand in the same relation to the project as the Declarant, the party shall hold the same rights and obligations as would then have been held by the Declarant.

SECTION 1.03 "Co-Developer" shall mean and refer to any party so designated by the Declarant, who purchases multiple, unfinished lots or unrecorded, undeveloped property for subdividing and development of roads, common areas, etc. at his expense.

SECTION 1.04 "Subdivision" shall mean and refer to a recorded subdivision known as HOLLAND RIDGE and defined on the recorded Subdivision Plats, and which is hereby subject to this Declaration, together with such other real property or

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additional Sections as may from time to time be annexed thereto under the provisions of Article II.

SECTION 1.05 "Subdivision Plats" shall mean and refer to the map or plat of HOLLAND RIDGE, SECTION ONE, recorded in Vol 1377 page 399 ~~Map~~ Real Property Records of Grimes County, Texas.

SECTION 1.06 "Section" when followed by a roman numeral shall mean and refer to a specific portion of the Subdivision, the exact geographic location of which shall have been described and defined either in Exhibit "A" attached hereto or in one of the Supplemental Declarations provided for in Article II.

SECTION 1.07 "Homesite" and/or "Homesites" shall mean and refer to each of the Lots shown upon the Subdivision Plats and conveyed according to the block and homesite numbers shown thereupon. References herein to "the homesite (each homesite) in the Subdivision" shall mean and refer to homesites as defined respectively in the Declaration and all Supplemental Declarations. The count of the number of Lots in the Subdivision for determining the Declarant's rights under the Governing Documents shall be based on the number of Lots proposed in the Declarant's overall development scheme for future sections not the number of lots actually completed and/or recorded. The current total number of lots planned is 24, but may be increased or decreased by the Declarant.

SECTION 1.08 "Owner" shall mean and refer to the record owner, or if such homesite is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any homesite situated within the Subdivision, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in the Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplements Declarations.

SECTION 1.09 "Association" shall mean and refer to HOLLAND RIDGE COMMUNITY ASSOCIATION, INC., a non-profit corporation, incorporated under the laws of the State of Texas, and its successors and assigns, as provided for in Article III hereof.

SECTION 1.10 "Members" shall mean and refer to members of the Association, which shall consist of all owners and the Declarant as provided for in Article III hereof.

SECTION 1.11 "Directors" or "Board" shall both refer to the duly appointed or elected Board of Directors of HOLLAND RIDGE COMMUNITY ASSOCIATION.

SECTION 1.12 "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplemental Declarations, and the Association By-Laws, all as initially drawn by the Declarant or as may be duly amended from time to time.

SECTION 1.13 "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

SECTION 1.14 "Book of Resolutions" shall mean and refer to the document containing the rules, regulations, and policies of the Association as they may from time to time be amended.

SECTION 1.15 "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty percent (50%) of the outstanding Class A votes as defined in Section 1.03 and the representation by presence or



Holland Ridge will have well-planned and reasonable Deed Restrictions to allow the community to maintain its beauty as well as functionality.

The Holland Ridge Community Association will serve to enhance the neighborhood atmosphere of the community. The Association will also provide a method for upholding the deed restrictions to maintain the community environment, which will help to maintain property values.

### Use Restrictions:

- 1) Homesites will be used for single-family residential use with improvements (barn, corral, ect allowed for restricted agricultural use.
- 2) The general intent is that the design of the residential buildings and other improvements will be compatible with a country style of living and any improvements considered to be unconventional or extreme in design will be discouraged.
- 3) Residences will not contain less than 1,800 square feet of living area.
- 4) The HRCA may allow historic ranch or farm houses to be relocated to a homesite if the building meets the minimum square footage requirements and the overall plan for the relocated home is consistent with the theme and motif of the community.
- 5) In addition to the main residence, a homesite may include a guest house or guest quarters located within a barn.
- 6) Raising cattle, livestock, and poultry shall be allowed as permitted in the deed restrictions; however, feedlot or any commercial operations will be prohibited. The number of animals allowed will be based upon the number of acres owned among other factors; these provisions will be similar to other acreage communities.
- 7) Holland Lake and Holland Park is for the use of Holland Ridge property owners and their accompanied guests. Access to the lake and park will be from the reserve around the lake. Non-motorized boats may be used.
- 8) All implements to a homesite must be approved in writing in advance by the HRCA and be in compliance with the Holland Ridge Restrictive Covenants and any other regulations or guide lines established by the HRCA, as well as all governmental agencies.

THIS IS A VERY BRIEF SUMMARY OF THE RESTRICTIVE COVENANTS AND IS SUBJECT TO THE FINAL RECORDED DOCUMENT. PROPERTY OWNERS SHOULD BE FAMILIAR WITH THE FINAL RECORDED RESTRICTIVE COVENANTS PRIOR TO PURCHASING A HOMESITE IN HOLLAND RIDGE. THE FINAL RESTRICTIVE COVENANTS MAY VARY FROM THIS SUMMARY.