

AMENDMENT TO SUBDIVISION RESTRICTIONS
HOLLY LAKE RANCH, SECTION VIII, PART 2

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

WHEREAS, pursuant to certain Subdivision Restrictions dated May 28th 1976, and recorded in Volume 726, Page 282 of the Real Property Records of Wood County, Texas (hereinafter referred to as the "Restrictions"), certain real property situated in Wood County, Texas, known as Section VIII Part 2 of Holly Lake Ranch, according to the plat thereof filed for record in the offices of the County Clerk of Wood County, Texas on May 28th 1976, in Volume 8, Page 4 of the plat records of the County Clerk, to which plat and the record thereof reference is hereby made for a full and particular description of said real property (hereinafter referred to as the "Subdivision"); and

WHEREAS, Section 26 (c) of the Restrictions provides that any or all of the restrictions, covenants, and conditions therein contained may be repealed, amended or modified at any time by a vote of a majority of the owners of lots in the Subdivision; and

WHEREAS, a majority of the owners of the lots in the Subdivision have voted to amend the Restrictions in certain respects;

NOW, THEREFORE, in order to implement the amendment of the Restrictions which has been approved by a vote from a majority of the owners of lots in the Subdivision VIII Part 2, such approval being evidenced by the duly executed Resolution Ballots attached hereto and made a part here of for all purposes, the following amendment to the Restrictions is hereby adopted and approved:

1. Section 18 of the Restrictions is hereby deleted in its entirety and shall be replaced with the following:

18. ASSOCIATION MEMBERSHIP, Upon acceptance of an application for membership in Holly Lake Ranch Association and the simultaneous execution of a sales contract or the acceptance of a Deed, each owner shall become a member of Holly Lake Ranch Association, a corporate enterprise operated by Developer, its successors or assigns, for the purpose of providing the members with clubhouse and private recreation facilities in the area, and to establish and maintain parks, lanes, lakes, and provide for the common benefits of lot owners. Said membership shall be conditioned upon observance of the rules and regulations established by said Association for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also *be conditioned upon payment, when due, of such dues, fees, assessments, and annual maintenance charges* of the Association facilities and services, including but not limited to the maintenance of lanes, roads, parks, club house, and lakes and any other services and benefits which said Association may provide of the benefits of the lots, Association facilities and members.

Accordingly, each lot in the Subdivision, from and after the sale thereof by Developer, is hereby subjected to an annual fee and maintenance charge of \$10.00 per month per lot, for the

purpose of creating a fund to be known as the "Holly Lake Ranch Maintenance Fund" to be paid by the lot owner, the same to be secured by the vendor's lien upon said lot, said maintenance charge to be payable monthly in advance as directed by the Developer or the Association, as the case may be. As such time as Developer has transferred the title of 75 per cent of the lots in the Subdivision and future subdivisions of Holly Lake Ranch, or sooner if notice to such effect is given by Developer to the Association, the responsibility for the collection and disbursement of such maintenance fund may be delegated to the Association. The fee and maintenance charge may be increased from year to year up to an increase not to exceed 10 percent of the maintenance charge for the previous year. The Association may request and levy an assessment, or fees, or establish dues where the assessment or fees or dues are limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement to the common areas of the Association, including the necessary fixtures and personal property related thereto, provided that established dues, assessments, or fees shall have the assent of 51 percent of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, duration of the fees, dues, assessment, and the specifics of the projects. Each lot owned is entitled to ONE (1) vote regardless of the number of owners listed on the deed filed with Wood County. The Developer may waive, either temporarily or permanently, the fee and maintenance charge, and any assessment or dues against any lot if the owner has purchased another lot within the Subdivision which is subject to such charges. It is understood that the judgment of the Developer (or the Association, as the case may be) in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. By the acceptance and retention of title to any lot each lot owner, his heirs or assigns (regarding of whether a member of the Association, notwithstanding the requirement of membership in the Association, its successors and assigns, as a condition to the acquisition of title to any Lot), agrees the Developer shall have a lien upon the subject lot or tract to secure payment of the aforementioned fee and maintenance charge, and any assessment, fees, or dues where the assessment and fees, or dues are limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement to the common areas of the Association, including the necessary fixtures and personal property related thereto, and were approved by the aforementioned vote of property owners in the subdivision. Any and all such liens securing said fee and maintenance charge, and any assessment, fees, or dues where the assessment, fees, or dues are limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement to the common areas of the Association, including the necessary fixtures and personal property related thereto, and were approved by the aforementioned vote of property owners to the Subdivision, are hereby declared to be expressly subordinate and inferior to any voluntary lien, including any renewal and/or extension thereof, created on any lot in the Subdivision by an owner thereto for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such lot. Said subordination of liens shall continue and be in full force and effect for so long as such construction or permanent loan is outstanding.

2. Except as specifically set forth hereinabove, all terms and conditions of the Restrictions shall remain in full force and effect.

EXECUTED as of the day 15th of November, 2016

The Amendment of the Subdivision Restrictions contained herein has been approved by the owners of a majority of lots owned in Section VIII Part 2, Holly Lake Ranch Texas, as evidenced by the attached Resolution Ballots, such ballots having been duly counted and verified by:



(Enter Name of a Property Owner)
Property Owner Section VIII Part 2
Holly Lake Ranch Texas


STATE OF TEXAS

COUNT OF WOOD

This instrument was acknowledged before me on the 15th day of November, 2016, by

Kenneth Mentch Section 8 Part 2 Subdivision Property Owner, Holly Lake Ranch
Texas on behalf of Section 8 Part 2 subdivision property owners of Holly Lake Ranch Texas.




Notary Public, State of Texas

My commission Expires:

2-27-18

Printed or Stamped Name:


Amanda L. Harris

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Wood County, Texas.

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Kelley Price, County Clerk
Wood County, Texas