

000405

CORRECTED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTION RECITALS FOR SHAW'S COUNTRY ESTATES
SUBDIVISION

STATE OF TEXAS X

COUNTY OF HILL X

RECITALS

WHEREAS, The Jerry W. Shaw and Myrna L. Shaw Revocable Living Trust, hereinafter called the "Declarant" is the owner of all that certain real property located in Hill County, Texas, described as follows:

All those certain lots, tracts or parcels of land lying and situated in the County of Hill, State of Texas, being all, of Lots One(1) through Twenty Five (25) and Lots 7-A; 7-B; 9-A; and 9-B, being 105.15 acres, Manuel Madrigal Survey, A-556, Hill County, Texas, according to plat of said subdivision recorded in the Official Public Records of Hill County, Texas.

WHEREAS, as the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all the properties described above, excluding Lot 24, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

1.(a) "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to having such interest merely as security for the performance of an obligation.

(b) "Lot" shall refer to any of Lots One(1) through Twenty Five (25) and including Lots 7-A; 7-B; 9-A and 9-B.

(c) "Declarant" shall refer to The Jerry W. Shaw And Myrna L. Shaw Living Trust, their heirs, successors, and assigns.

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Deed Records
Hill County, Texas
HILL COUNTY TITLE CO.

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2. In addition to the easements and rights-of-way shown on the plat of Shaw's Country Estates Subdivision, and to other easements and rights-of-way, if any, shown in the records of the County Clerk in Hill County, Texas, easements for installation and maintenance of utilities and drainage facilities, twenty (20) feet in width, are reserved along and inside of all Lot boundary lines which run along and adjacent to any street, road, or highway.

Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, or interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements thereon shall be continuously maintained by the owner of such Lot, except for improvements for whose maintenance a public authority or utility company is responsible.

3. All lots shall be used for residential purposes only, except Lot 24. No building shall be erected, altered, placed or permitted to remain on any Lot other than two detached single family dwellings with customary outbuildings, garages, guest quarters, and servant quarters; provided, however that Declarant may waive in writing all or any part of the provision with respect to all or any part of Lot Twenty Three (23). Lot Twenty Three (23) may be subdivided by the developer. Dwellings are not to exceed two stories in height.

4. The minimum floor area requirements for Lots One (1) through Thirteen (13) and Lots Fifteen (15) through Twenty Three (23) shall be 1200 square feet (living area). Lots Fourteen (14), Twenty Four (24), and Twenty Five (25) are excluded from this requirement. Lots 7-A; 7-B; 9-A; and 9-B are included in this minimum floor area requirement.

5. Any residence situated on any Lot must have a minimum width of not less than twenty (20) feet, exclusive of carports, porches of any kind, awnings, roof overhangs, and the like.

6. No property owner can subdivide any property without written permission of the Declarant. Developer has the option to subdivide as he deems necessary.

7. The exterior walls of any residence situated on any Lot shall be a finished exterior of material used for residential structures of new or high quality.

8. No church or school shall be erected or maintained without the written consent of the Declarant.

9. No part of any lot shall be used or maintained as a place for the acquisition, storage, processing, disposition, or sale of junk, used goods, or bulk material or goods.

10. Household and domestic pets are allowed, but are limited in number and cannot be more than three of any one breed: dogs, cats, etc. Livestock shall be limited to Lots of two acres or larger, and shall be limited to one animal per acre. No chickens shall be allowed on any Lot, and a maximum of one pig shall be allowed per Lot.

11. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; providing, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another lot.

12. No noxious or offensive activities shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor vehicle in an inoperable condition may be kept on any Lot for more than sixty day.

13. Single wide mobile homes, travel trailers, or motor homes can not be used as a residence for more than 18 months. Single wide mobile homes must be temporarily located, and must be removed from the Lot within 18 months.

14. Double -wide or manufactured homes must be no more than two years old and in an attractive, orderly condition when placed on the Lot. They must be underpinned within 45 days of home installation.

15. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot. Lot Twenty Four (24) is excluded from this provision.

16. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other wastes shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No outside toilet facilities are permitted on any Lot and all improvements for residential purposes shall be connected to sanitary sewage or septic tank systems, which shall be of approved construction in accordance with applicable legal requirements.

18. All driveways connecting a Lot to any street, road or highway shall have drainage culverts to prevent the damming or diversion of water-flow or shall be built lower than the roads so as to prevent the damming or diversion of water flow.

19. A water drainage easement is hereby provided for Lot 18 and Lot 19 to provide for run-off water. Owner of Lot 18 or Lot 19 shall have no recourse against Declarant, Hill County Road Commissioner, or any other party due to flooding damage.

20. The Declarant or any owner of any Lot shall have the right to enforce, by any proceedings at law or in equity, the covenants, conditions, and restrictions of this declaration.

21. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforced by, the Declarant or the owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and shall be effective for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended at any time by any instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots. No amendment shall be effective until recorded in the Official Public Records of Hill County, Texas nor until the approval of any government entity or regulatory body which is required by law is obtained.

22. This document is to correct the Declaration of Covenants, Conditions and Restrictions Recitals for Shaw's Country Estates Subdivision recorded in Volume 900, Page 658 of the Official Public Records in Hill County, Texas

23. This document shall become effective on June 24, 1996, and shall be in full effect thereafter.

Executed by the said Declarant on this 20th day of January, 2000.

Jerry W. Shaw
Jerry W. Shaw, Individually and
as Trustee for The Jerry W. Shaw
and Myrna L. Shaw Revocable
Living Trust.

Myrna L. Shaw
Myrna L. Shaw, Individually and as
Trustee for The Jerry W. Shaw and
Myrna L. Shaw Revocable Living
Trust.

STATE OF TEXAS:
COUNTY OF HILL:

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This instrument was acknowledged before me on the 20th day of January, 2000, by Jerry W. Shaw and Myrna L. Shaw, Co-Trustees of The Jerry W. Shaw and Myrna L. Shaw Revocable Living Trust



Robyn H. Silva
Notary Public, State of Texas

000405

FILED
AT 10:45 O'CLOCK A M
ON THE 20th DAY OF Jan
A.D., 2000

Ruth Pelham
COUNTY CLERK, HILL CO. TEXAS
BY Linda Neal
DEPUTY

STATE OF TEXAS
COUNTY OF HILL
I hereby certify that this instrument was FILED on the date
and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Official Public
Records of Hill County, Texas.



Ruth Pelham
County Clerk, Hill County, Texas
BY J. Hilton DEPUTY
RECORDED 1-20-2000

\$15.00

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Gerry Shaw
Box 356
Whitney, Tex, 76612