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NOTARY PUBLIC
COUNTY CLERK
ORANGE COUNTY, TEXAS
BY *[Signature]*

Homeowners Assn
PO Box 2129
Orange, TX 77631-2129

57369

BYLAWS OF

CHASSE HOLLOW

VOL 677 PAGE 537

HOME OWNERS ASSOCIATION

ARTICLE I.

PURPOSE

1. The purpose for which this Association is organized is to manage and maintain the Chasse Hollow Subdivision in the County of Orange, State of Texas, recorded in Volume 9, Page 84, of the Map Records of said county, which by this reference is made a part hereof, as are the "Restrictions, Covenants, Conditions, and Maintenance Charge" executed the 20th day of May, 1985 and duly recorded.

2. All present and future owners or any other persons that might use the facilities of the Subdivision in any manner, are subject to these Bylaws and to all rules and regulations adopted by the Association. The ownership or occupancy of a dwelling unit or lot within the Subdivision shall signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

DEFINITIONS

1. "Association" shall mean and refer to Chasse Hollow Home Owners Association.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the Chasse Hollow Subdivision.

3. "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision map of Chasse Hollow.

4. "Restrictions" shall mean the "Chasse Hollow Restrictions, Covenants, Conditions, and Maintenance Charge", executed and recorded the 20th day of May, 1985.

ARTICLE III
MEMBERSHIP, VOTING RIGHTS, AND PROXIES

1. Membership. The owner of record of each lot located in the Chasse Hollow Subdivision shall automatically be a member of the Association and shall be subject to these Bylaws and Restrictions. Such membership shall terminate without any formal Association action when a member's ownership ceases.

2. Voting Rights. The owner of each lot shall be entitled to one vote, per lot, on each matter submitted to a vote of the members.

3. Quorum. The presence in person or by proxy of a majority of the Association members shall constitute a quorum.

4. Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be filed with the Secretary of the Association before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

1. Association Responsibilities. The owners of residential lots will constitute the Chasse Hollow Home Owners Association, hereinafter referred to as the "Association", and will have the responsibility for managing and maintaining the Subdivision through the Association Board of Directors, hereinafter referred to as the "Board."

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board may determine.

3. Annual Meeting. The first Annual Meeting of the Association shall be held on or before December 31, 1987. Thereafter, the Annual Meeting shall be held between November 1 and December 31 of each year. At the Annual Meeting the Association will elect the Board to serve the following calendar year, adopt the budget for the following year, and transact other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the Board to call Special Meetings as they deem necessary or upon a petition signed by at least 50 percent of the owners. The notice of the Special Meeting shall state the time and place of such meeting and the purpose thereof.

office of each respective Director, his successor shall be elected to serve a term of two years. The sitting Board will bring nominations for the upcoming vacancies on the Board to each Annual Meeting. Other nominations may be submitted from the members at the Annual Meeting. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

4. Vacancies. Vacancies on the Board caused for any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors. Each Director so elected shall serve as a Director for the duration of the unexpired term.

5. Removal of Directors. At any meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the owners and a successor, or successors, elected to fill the vacancy, or vacancies, thus created, for the duration of the unexpired term or terms. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

6. Organization Meeting. The first meeting of a newly elected Board shall be held within two weeks of their election.

7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time-to-time by a majority of the Board, but at least one meeting shall be held per quarter.

8. Special Meetings. Special meetings of the Board may be called by the President at any time.

9. Board of Directors Quorum. At all meetings of the Board, three Directors shall constitute a quorum.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Director against all loss, costs, and expense, including counsel fees, reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director of the Association, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. All liability, loss, damage, costs and expense

IN WITNESS WHEREOF, the undersigned attest to the fact that these Bylaws have been approved by a majority of the owners of Chasse Hollow, and hereunto have set their hands at Orange, Texas this 3rd day of Feb., 1988.

BOARD OF DIRECTORS

Bobby Joe Brewer
Bobby Joe Brewer, President

Peter Cloeren, Jr.
Peter Cloeren, Jr., Vice-President

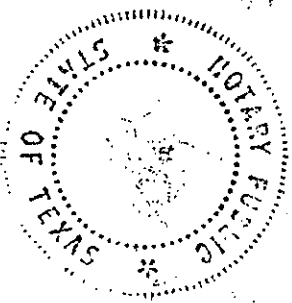
Stephen Schwalm
Stephen Schwalm, Treasurer

Terry Kendrick
Terry Kendrick, Secretary

BEFORE ME, the undersigned authority on this day personally appeared Bobby Joe Brewer, Stephen Schwalm, Terry Kendrick, and Peter Cloeren, Jr., Directors of the Chasse Hollow Home Owners Association, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of Feb., 1988.

Peggy DeLaFosse
NOTARY PUBLIC IN AND FOR
ORANGE COUNTY, TEXAS



assigns, the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof, to-wit:

1:1 - Grantor reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of CHASSE HOLLOW, recorded in the Orange County Map Records, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any person, firm, body politic or corporate entity providing a public utility service operating in Orange County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lighting and power, telephone lines, gas, water, sewers, or any other utility or service and including the reserved areas for maintenance and repairs of fencing and/or brick walls constructed by Grantor for lots in CHASSE HOLLOW.

1:2 - Grantor reserves the right to impose further restrictions and dedicate additional easements on any unsold sites in said Subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the Office of the County Clerk of Orange County, Texas, or incorporated in the Deed from Grantor conveying the site to be so restricted or subjected to such easement.

1:3 - Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

1:4 - It shall be and is expressly understood and agreed

that the title conveyed by Grantor to any lot or parcel of land in said CHASSE HOLLOW, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits, or any other utility or appurtenances thereto constructed by Grantor or public utility companies and or their assigned through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of CHASSE HOLLOW and the right to construct, install, maintain, operate, repair, replace, remove, lease, and sell any such utility system or systems, and all equipment therein and appurtenances thereto, is hereby expressly reserved to Developer or the public utility company owning same.

2 - ARCHITECTURAL CONTROL COMMITTEE

2:1 - There is hereby created an Architectural Control Committee comprised of Four (4) members, and the initial committee shall be composed of HUBERT HANCOCK, KAROLYN HANCOCK, BOBBY MANSHACK and MIKE MANSHACK, each of whom shall serve until his or her successor is appointed. In the event of any one of said members should die, resign or become ineligible to act, the remaining three members of the Committee may appoint a successor. Any one of said members may be removed by the other three members, with or without cause, and a successor appointed by the three remaining qualified members.

2:2 - No building shall be erected, placed or altered on any building site in CHASSE HOLLOW until complete copies of the building plans and specifications, and a plot showing the location of any such building, have been approved in writing as to conformity and harmony of external design with existing structures in CHASSE HOLLOW, and as to location of the building with respect to topography and finished ground elevation. All location plans or plot plans, as well as construction or design plans and specifications, shall be submitted on three (3)

india-inked tracings or blueprints, all legends, captions and specifications being typed or legibly printed, with specifications on plain white paper sequentially numbered. Renderings on plans shall be in conformity with generally accepted architectural techniques. A copy of all plans and specifications submitted may be retained in the permanent file of the Architectural Control Committee and all submittals shall be addressed to the registered agent's office of HAN-MAN INVESTMENT, INC., or such other place as may be designated by the Committee. All improvements shall be constructed in accordance with the plans submitted. A majority of the Committee may designate a representative with authority to approve the design and location of any building. In the event said Committee, or its designated representative, fails to approve or disapprove the design and location of any such building within Thirty (30) days after said plans and specifications and plot plan have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of alterations have been commenced prior to the completion thereof, such approval will not be required and this provision as to approval will be deemed to have been satisfied. Neither the members of said Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this provision. The duties and powers of said committee, or of any designated representative, shall cease Ten (10) years from the date hereof. Thereafter, the approval of plans and specifications shall not be required unless prior to said date and effective thereon a written instrument is executed by the then record owners of a majority of the lots in CHASSE HOLLOW appointing a new committee composed of Five (5) members to exercise the same powers delegated to be exercised by the committee first named, and the instrument creating said new committee is recorded in the Office of the County Clerk in Orange County, Texas.

Amended

2:3 - The Architectural Control Committee may, subject to the approval of the City of Orange, approve the re-subdividing of two (2) or more residential lots as shown on the recorded plat of CHASSE HOLLOW provided that no building site created by any such re-subdivision be established having an area less than the square foot area of the smallest platted lot comprising part of the area to be re-subdivided.

2:4 - The Architectural Control Committee, subject to the approval of the Board of Adjustment of the City of Orange, is hereby permitted to approve deviations with reference to location or set back of any of the improvements within the Subdivision and the direction which the same shall face to such extent as it deems necessary for the best interest of the Subdivision as a whole. Such modifications and amendments, if any, shall be in writing.

3 - RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

3:1 - All lots in CHASSE HOLLOW shall be used for residential purposes only and no part of any lot shall be used for any type of business or profession. Without limiting the foregoing, every type of business or institutional use, whether profit or non-profit, including club, club house, church, clinic, school, nursery, day care centers, nursing homes, sales offices, doctors, lawyers or accountants offices or any of them is expressly prohibited upon each lot, provided however, that the Architectural Control Committee is permitted to grant builders the right to maintain sales offices in said Subdivision until all lots are sold to individual home owners.

3:2 - No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories, a private garage or carport which shall not exceed the height of the main residence built to accommodate not more than three (3) cars and which may contain living quarters only for bona fide servants employed on the premises, and, subject the approval of

the Architectural Control Committee, in their sole discretion, a tool shed or work shop attached or unattached to the residence building. No attached or detached garage shall face the street that the single family dwelling faces.

3:3 - No building shall be located nearer to the front lot line or nearer to any side street property line than the building set back lines shown on the recorded plat of CHASSE HOLLOW. No building shall be located nearer to any side lot line than ten feet (10'). Driveways or walks may be no closer than five feet (5') to side lot lines.

3:4 - All building sites shall be composed of a lot as shown on the recorded plat of CHASSE HOLLOW; however, a parcel consisting of more than Two (2) adjoining lots may be resubdivided into more than One (1) building site by written approval of the Architectural Control Committee as provided in Paragraph 2:3 above. In the event of any such resubdivision the provisions herein relating to the location of improvements with reference to the side line of any residential lot shall apply to the side line of each building site created by any such resubdivision, subject however to Paragraph 2:3.

3:5 - No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3:6 - No trailer, basement, tent, shack, garage or other out-building erected on any residential building site shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any trailer, motor home, camper, boat, boat trailer, truck, tractor-trailer, tractor, bus, or machinery of any type be kept or stored within CHASSE HOLLOW except within a garage or in such a place as may be completely out of view from any public street or adjacent lot. Nor may any mobile home be permitted on any lot, whether or not wheels are attached.

3:7 - No main residential structure shall be placed on any lot unless its living area has a minimum of Two Thousand (2000) square feet of floor area exclusive of porches and garages and in the event the dwelling is in excess of one (1) story in height the ground floor must contain no less than sixteen hundred (1600) square feet of living area exclusive of porches and garages and combined first floor and second floor to have a minimum of 2000 square feet of living area. In case of a third floor the combined living area shall not be less than twenty-four hundred (2400) square feet.

3:8 - The exterior walls of the first story of all main residential buildings shall be a minimum of 50% brick, concrete or other masonry types of construction, unless otherwise approved in writing by the Architectural Control Committee. "Masonry" as used and required herein shall include brick, brick veneer, stone, stone veneer, stucco, concrete, weather proofed plaster or any combination thereof but does not include asbestos shingles, asphalt shingles, composition shingles or other similar fireproof boarding. Any type of material to be used in the construction of the roof for any residential structure must be approved by the Architectural Control Committee prior to construction.

3:9 - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that residence may keep common household pets such as cats or dogs. In this regard, CHASSE HOLLOW OWNER COMMITTEE shall have the right and authority to limit the number and variety of household pets permitted.

3:10 - No water well, septic tank or cess pool shall be permitted on any residential lot. Each lot owner shall be required to use the water and sewer services provided by Han Man Investments, Inc. Connections to such facilities shall be at the lot owner's expense. A tap fee of One Thousand Dollars (\$1,000) will be accessed when the tap is made.

3:11 - No spiritous, vinous, or malt liquors, or medicated bitters, capable of inducing intoxication, shall ever be sold, or offered for sale, on any residential lot in CHASSE HOLLOW, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purpose, in violation for any state or federal law, or of any police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of said residential lots.

3:12 - No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than Five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

3:13 - No drive from an individual lot may enter CHASSE HOLLOW from Highway 1130. Lots 1-16 thru 19 may not have a vehicular access from Highway 1130. The perimeter fence also may not be obstructed by residences of the above mentioned lots.

3:14 - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. Trash receptacles shall be kept in enclosed areas, hidden from view, except on regular collection days, when they may be placed temporarily at the curb.

3:15 - No fence, wall or hedge, or any pergola or other detached structure shall be erected, grown or maintained on any part of any lot in front of the front building line of any residential lot. No chain link fence shall be erected on any residential lot. Fences are to be approved by the Architectural Control Committee.

3:16 - Antennae towers for amateur radio installations or Citizen's Band radio base station installations and "window unit" air conditioners are prohibited on any lot, unless approved by the Architectural Control Committee. Television

antennas or disk which are visible on the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot or shielded by a wooden fence from view of front of said lot or otherwise approved by the Architectural Control Committee. The disk or antenna cannot be within the building set back lines.

3:17 - The drying of clothes in general view is prohibited and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, which enclosures must be approved by the Architectural Control Committee.

3:18 - The owners or occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner.

3:19 - All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

3:20 - The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction or improvements or to remove dead or unsightly trees.

3:21 - The roof of any building shall be constructed or covered asphalt, fiberglass, or composition shingles having a minimum weight classification of 250lbs. per square. Other type shingles must be approved by the Architectural Control Committee.

3:22 - Each homeowner, before the dwelling is complete, will be required to install a yard light in front of dwelling by drive or walk from 11 to 15 feet of curb. The light post may be of brick or metal and a minimum of 4 feet in height. Candle light should be equivalent to a 100 watt incandescent light bulb.

3:23 - Any violation of any of the covenants, agreements, reservations, easements and restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the property covered by any such mortgage or Deed of Trust at the time the easements, agreements, restrictions, reservations or covenants may be violated.

3:24 - Grantor, its successors and assigns, or any other person, firm or corporation owning a residential lot in CHASSE HOLLOW shall have the right to prosecute any action at law or in equity that it or they may deem advisable to enjoin any violation or attempted violation of any of the covenants and restrictions contained herein, and to prosecute the same against the person or persons violating or attempting to violate the same.

3:25 - Should any one or more of the covenants or restrictions set forth herein be held to be invalid or unenforcible by final judgment of any court at law or in equity, the same shall in no way affect the remainder of the covenants and restrictions contained herein not directly affected by such final judgment.

3:26 - The covenants and restrictions set forth herein shall be binding upon Grantor, its successors and assigns, and any other person, firm or corporation owning or occupying a residential lot in CHASSE HOLLOW until January 1, 2014. During the original term of the restrictions set forth herein, the owners of a majority of the residential lots in CHASSE HOLLOW may amend or modify any of said covenants, conditions and restrictions in whole or in part by a written instrument duly executed by said owners of a majority of the residential lots in CHASSE HOLLOW, duly acknowledged in recordable form by each of said owners and duly recorded in the Office of the County Clerk

of Orange County, Texas, provided however, that said restrictions may not be modified or amended in such a manner that would substantially alter the original intent of said restrictions. After January 1, 2014, said covenants, conditions and restrictions shall be automatically extended for successive periods of Ten (10) years each unless by a written instrument duly executed by the owners of a majority of the residential lots in CHASSE HOLLOW, duly acknowledged in recordable form by each of said owners and duly recorded in the Office of the County Clerk in Orange County, Texas, it is agreed to modify, amend or terminate any of said covenants, conditions and restrictions in whole or in part.

4 - ANNUAL MAINTENANCE CHARGE

4:1 - Each residential lot or plot in the aforementioned subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance fund to be known as "Maintenance Fund", except that no lot or plot shall be assessed or subject to any maintenance charge while owned by Grantor. The maintenance charge shall be first assessed against each lot as of the date that the Grantor notifies the CHASSE HOLLOW OWNER'S COMMITTEE that improvements have been substantially completed with respect to such lot. The maintenance charge shall be assessed against each lot on the 15th day of June and the 15th day of January each year. The first payment being payable January 15, 1986. A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner (and the holder of the mortgage on such lot, if applicable) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Association within ten (10) days after the assessment date i. e. Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of

eighteen percent (18%) per annum.

4:2 - The execution of a contract for a deed to any residential building lot or plot by the owner thereof, as seller, shall not relieve the owner of liability for the payment of such annual maintenance charge and the owner and purchaser thereunder shall be jointly and severally liable for the payment thereof. To secure the payment of the annual maintenance charge, a vendor's lien upon and against each residential lot is created by this instrument and the title to each lot sold or conveyed by Grantor shall be subject to the Vendor's Lien securing said charge, which lien is reserved in favor of the Trustees of the CHASSE HOLLOW OWNER'S COMMITTEE, their successors and assigns.

4:3 - The maximum semi-annual maintenance charge on each residential lot from and after the date that such charge is first assessable against such lot shall be the sum of \$75.00. Notwithstanding anything stated above to the contrary, the maximum semi-annual maintenance charge may be increased effective the 15th day of June, A. D., 1988, and the 15th day of January of any subsequent year by the Trustees of the CHASSE HOLLOW OWNER'S COMMITTEE by an amount not to exceed ten (10%) per cent per year. An increase in the annual maintenance charge in excess of ten (10%) per cent for any calendar year shall require the affirmative written vote of 80% of the members of the CHASSE HOLLOW OWNER'S COMMITTEE each time said increase in excess of ten (10%) per cent is contemplated. Further, the annual maintenance charge may be decreased below the minimum amount set forth above, provided that such a decrease is approved by majority of the members of the CHASSE HOLLOW OWNER'S COMMITTEE.

4:4 - The lien of the assessments provided for herein, however, shall be subordinate to any lien presently existing upon all or any portions of any lot or lots and to any lien, present and future, given to secure the payment of monies

advanced or to be advanced on account of the purchase price of and/or improvements on any lot. Sale or transfer of any lot shall not affect the assessment lien. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

4:5 - The total funds accumulated from this charge, insofar as the same may be sufficient may be applied towards the payment of maintenance expenses incurred for any or all of the following purposes: providing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, gate-ways and other landscaping or decorative improvements at subdivision entrance; maintaining and repairing the fence located on the perimeter boundary line of the subdivision; lighting, improving and maintaining streets and esplanades; fogging for insect control; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all restrictive covenants for the subdivision; employing policemen and watchmen; and doing any other thing necessary or desirable in the opinion of the Trustees of CHASSE HOLLOW OWNER'S COMMITTEE to keep the property in the subdivision neat and in good order, or which it considers of general benefit of the owners or occupants of the subdivision.

4:6 - The Trustees of CHASSE HOLLOW OWNER'S COMMITTEE do hereby appoint HUBERT HANCOCK, who shall be responsible for providing third parties with information concerning the annual maintenance charge. HUBERT HANCOCK'S address for all correspondence is 1801 Cub Trail, Orange, Texas, 77630. A majority of the Trustees of the CHASSE HOLLOW OWNERS COMMITTEE may replace the above individual or any substitute thereof, without cause. Notice of said replacement should be placed of record in the Real Property Records of Orange County, Texas.

4.7 - The CHASSE HOLLOW OWNERS COMMITTEE shall be comprised of owners of lots in the subdivision designated as CHASSE HOLLOW. Each lot owned in the subdivision shall be entitled to one vote at any one meeting of the members. The Committee shall act through a Board of Trustees comprised of four (4) persons. The initial Board of Trustees shall be comprised of HUBERT HANCOCK, KAROLYN HANCOCK, MIKE MANSHACK and BOBBY MANSHACK, who shall serve until the 1st day of January, A. D., 1987, unless all four (4) of said initial Trustees resign prior to that time. In case of the resignation, death or incapacity to serve of any one of said initial Trustees, the two remaining Trustees may appoint a substitute Trustee to serve the remainder of said period. After the 1st day of January, A. D., 1987, or sooner if all four (4) initial Trustees resign, the owners of lots in the subdivision shall elect the Board of Trustees from the members; or the owners of lots in said subdivision may organize a non-profit corporation to assume the duties and functions of the said Committee, and thereafter all benefits, liens and rights hereunder shall vest in said corporation.

EXECUTED this 20th day of May, 1985.

ATTEST:

Karolyn Hancock
Karolyn Hancock, Secretary

HAN-MAN INVESTMENT, INC.

By Hubert Hancock
Hubert Hancock, President

THE STATE OF TEXAS :

COUNTY OF ORANGE :

This instrument was acknowledged before me on the 20th day of May, 1985, by HUBERT HANCOCK, President of HAN-MAN INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

Lena Winfree
Lena Winfree
Notary Public, State of Texas

Commission Expires 11/30/85

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+ 925

3025
+ 11

295329

THE STATE OF TEXAS:

FILED FOR RECORD

COUNTY OF ORANGE:

KNOW ALL MEN BY THESE PRESENTS:

06 MAR 21 10:05

AMENDMENT OF RESTRICTIVE COVENANTS
CHASSE HOLLOW

KAREN JO VANCE
COUNTY CLERK
ORANGE COUNTY, TEXAS
DEPUTY

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- 6
37x256

THAT HAN-MAN INVESTMENT, INC., a Texas Corporation, (hereinafter called "GRANTOR"), being the owner of that certain tract of land containing 21.435 acres, more or less, out of the Richard Ballew League, Abstract no. 2, in Orange, Orange County, Texas, which has heretofore been platted into a Subdivision filed for record in the county Clerk's Office in Orange County, Texas, recorded in Volume 9, at Page 84, of the Map Records of said County, reference to which is here made for all purposes, and desiring to create and carry out a uniform plan for the purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential building sites as same are hereinafter defined (hereinafter sometimes called "lots"), in said CHASSE HOLLOW .

That we, the undersigned , being the owners of a majority of the residential lots in CHASSE HOLLOW, residential lot owners having dully organized under the Chasse Hollow Homeowners Association, according to the map of said CHASSE HOLLOW, recorded in Volume 9, at Page 84, of the Map Records of said Orange County, Texas, acting herein pursuant to the provisions for amendment and modification of the covenants, conditions and restrictions as set forth in Paragraph 3:26 of the duly recorded Chasse Hollow Restrictive Covenants dated May 20th, 1985, recorded in Volume , Page , Official Public Records of Orange County, Texas, do hereby amend Paragraph 3:10 of the Restrictive Covenants instrument affecting said CHASSE HOLLOW and in the following respect and Paragraph 3:10 of said Chasse Hollow Restrictive Covenants shall henceforth read as follows, to-wit:

3:10 No septic tank or cess pool shall be permitted on any residential lot. Each lot owner shall be required to use the water and sewer services provided by Han Man Investments, Inc. Connections to such facilities shall be at the lot owner's expense. A tap fee of One Thousand Dollars (\$1,000) will be accessed when the tap is made. In addition , any shallow private water well, must be non-potable for outdoor use only, and must be located behind a privacy fence or not visible from the street at any angle, location approved by the architectural control committee and can not be connected to the existing water and sewer services provided by the Han-Man Investments, Inc.

It is understood and agreed that the amendment of the paragraph 3:10 as set forth above shall apply only to the tracts listed as CHASSE HOLLOW subdivision , duly organized as Chasse Hollow Homeowners Association.

Witness our hand(s) this 21st day of march, 2006

Mike Dubois
Mr. Mike Dubois

Sheila H. Dubois
Mrs. Sheila Dubois

Robert Dupree
Mr. Robert Dupree

Jane Dupree
Mrs. Jane Dupree

Sammy A. Culpepper
Mr. Sam Culpepper

Dee Culpepper
Mrs. Dee Culpepper

Bobby Brewer
Mr. Bobby Brewer

Peggy Brewer
Mrs. Peggy Brewer

David Montagne
Mr. David Montagne

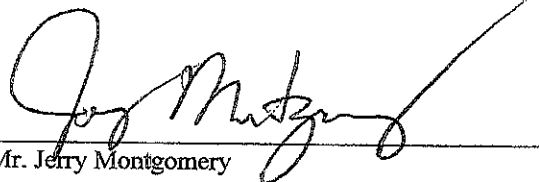
Janet Montagne
Mrs. Janet Montagne

Paul Jagen
Mr. Paul Jagen

Betty Jagen
Mrs. Betty Jagen

Mike Lemons
Mr. Mike Lemons

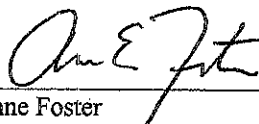
Carolyn Lemons



Mr. Jerry Montgomery



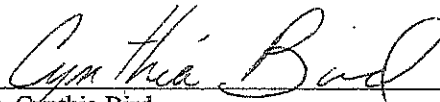
Mrs. Charlotte Montgomery



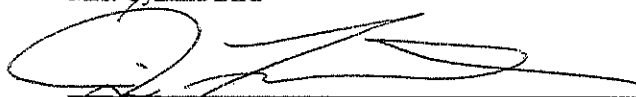
Ms. Anne Foster



Mr. Ronald Bird



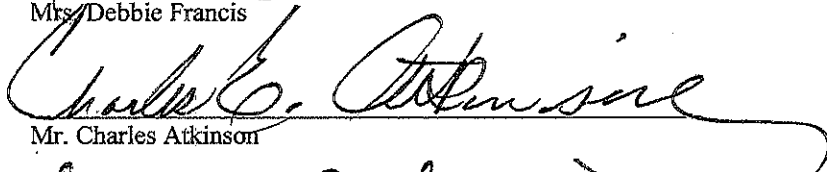
Mrs. Cynthia Bird



Mr. Jim Francis



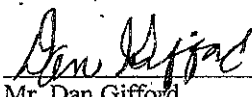
Mrs. Debbie Francis



Mr. Charles Atkinson



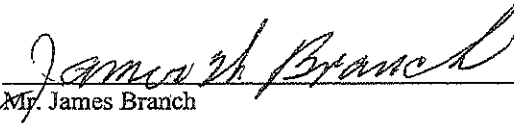
Mrs. Gwen Atkinson



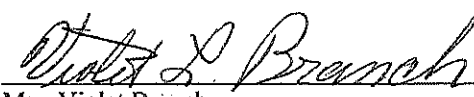
Mr. Dan Gifford



Mrs. Terry Gifford



Mr. James Branch



Mrs. Violet Branch

Mrs. Carolyn Lemons

Janice Westfall
Ms. Janice Westfall

~~*Janice Westfall*~~ *B. Hug*
Mr. Bryan Hug

Marlies A. Hug
Mrs. Marlies Hug

Mrs. Mike Pietras

Mrs. Becky Pietras

Gerry Weldon
Mr. Gerry Weldon

Mary Weldon
Mrs. Mary Weldon

M. H. Guillory
Mr. Malcolm Guillory

Charlotte Guillory
Mrs. Charlotte Guillory

Mr. Steve Vaughn

Mrs. LeeAnn Vaughn

Kevin Shelton
Mr. Kevin Shelton

Kristi Shelton
Mrs. Kristi Shelton

Mr. Larry Barfoot

Mrs. Blinda Barfoot

Mr. Glenn Oliver

Mrs. Martha Oliver

Larry Smith
Mr. Larry Smith

Rachal Smith
Mrs. Rachal Smith

Mr. Jim Mestepey

Mrs. Ruby Mestepey

Mike Quinn
Mr. Mike Quinn

Laura C Quinn
Mrs. Laura Quinn

Calvin Parker
Mr. Calvin Parker

Suzette Parker
Mrs. Suzette Parker

State of Texas
County of Orange
On this 21 day of March, 2006

before me personally appeared
all of the above people
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

SEAL (signed) *Yvette R. Irons*
Notary Public

