

3505

OLLIE HILLTOP FARMS DEED RESTRICTIONS

Acreage Tract Restrictions
 Located on FM 942 and Ollie Loop Rd

STATE OF TEXAS :
 COUNTY OF POLK :
 KNOWN ALL MEN BY THESE PRESENTS

PREAMBLE

It is the intention of the Developer that Ollie Hilltop Farms Subdivision will be maintained as a residential type subdivision in which the owners of the various lots and tracts may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential and related residential usages are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded. Residential and related residential usages are defined to include use of tracts for tree farms. These restrictions cover those acreage tracts that equal to or exceed 1.00 acres. Whenever a serious dispute arises over these restrictions, the Developer may be consulted to ascertain his intent. These restrictions may be revised by the Developer or his assigns by filing the appropriate changes in the public records. To be applicable to a tract these restrictions must be referenced by volume and page in that deed.

RESIDENTIAL AREA COVENANTS

1. With the exception of tree farming, no tracts shall be used for anything other than residential purposes and shall not be used directly for the conduct of any business that infringes on the rights of other land owners.
2. It is the intention of these covenants that no tract be subdivided for residential purposes into less than 1.0 acre tracts. Any new tracts that are created must pay a maintenance fee and abide by these restrictions.
3. Said premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the other owners of other tracts is expressly prohibited; the owners and occupants of each tract shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other tracts or lots. Harvesting or cutting of trees shall not be grounds for constituting or creating an annoyance or nuisance to other tracts or lots.

ARCHITECTURAL CONTROL COMMITTEE

4. No improvements of any character shall be placed or erected, nor shall the erection or emplacement thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until two copies of the exterior plans and specifications for the proposed improvements have been submitted to and approved in writing by the Ollie Hilltop Farms Architectural Committee, Box 7, Riverside, Texas, 77367. Any variance of the restrictions must be approved by the Developer, his assigns, or a unanimous vote of all registered members of the Architectural Control Committee.
 The Architectural Control Committee may approve or disapprove any improvements to each and every lot of Ollie Hilltop Farms. Such approval is to include any exterior design, floor elevation, exterior materials, and finish and any and all other matters necessary to assure full compliance with these restrictions and covenants and such approval must be granted or denied within twenty (20) days or such plans will be considered as approved. The Developer will serve in lieu of the Architectural Control Committee until the maintenance fund is created.

BUILDING

5. Only one (1) residential building shall be placed or erected on each tract for use and occupancy as a dwelling; such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure, and conveniences of the building used and occupied as a dwelling house may be constructed on the premises.
6. The building placed or erected on the lot for use and occupancy as a dwelling shall not contain less than ONE THOUSAND (1,000) square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.
7. All residential buildings placed or erected on a lot shall be finished on the outside with an acceptable wood, composition, colored aluminum, hardi-plank and/or masonry residential exterior building material, and NO corrugated steel, aluminum colored metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and

clean condition and must be painted when necessary to preserve the attractiveness thereof. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction of improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

8. When construction of a dwelling or other above-ground improvements has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time starting. No one shall occupy the structure until the exterior has been finished.
9. No building or other above-ground structure shall be placed or erected on a lot closer than 20 feet from any property line.
10. Fences, subject to the Architectural Control Committee, shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without permanent impairment of the easement reserve that is granted in these restrictions.

SEPTIC TANKS

11. Septic tanks with connecting field lines and underground holding tanks must contain any discharge to the owners lands with no odor or untreated effluent leaving his property.

MOBILE HOMES

12. It is not the intent of these restrictions to prohibit any owner of any lot or building site in this subdivision from using a mobile home in lieu of a residence built in place. If a single permanent type mobile home is moved into the addition, it shall be a double-wide, shall be less than 5 years old, and shall be in excellent condition with fresh exterior paint. All double-wides must be at least 1,000 square feet or larger. A recent photo of the mobile home must be sent to the Architectural Control Committee for approval. The mobile home must be clean on the outside with no damage or mismatched panels. An owner cannot have but one mobile home on each 10 acres or tract.

MOBILE HOME SKIRTING

13. It shall be skirted so as to screen the wheels and chassis on all four sides within 60 days. **NO CORRUGATED STEEL OR CORRUGATED PLASTIC** may be used as skirting unless approved by the Architectural Control Committee.

STORAGE BUILDINGS

14. The unit must be of commercial quality in good repair and of an attractive design and appearance. Storage buildings can not have permanent plumbing installed unless there is already a home on the property. All metal buildings must be of painted or colored metal. No plain aluminum or galvanized iron or galvanized steel or aluminum painted steel unless a variance is granted by the Architectural Control Committee. All exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material.

CAMPING

15. A family, or others with the permission of the owner, may temporarily camp on their lot as long as the tract is left in a neat and clean condition. They may use a tent or small camping trailer as long as they are removed when not in use.

CAMPER RESTRICTIONS WHEN NO HOME IS PRESENT

- 16a. If a property owner wants to keep a camper on his lot, he must first obtain written permission from the Architectural Control Committee. He will have to agree to build an approved storage building and abide by the camper restrictions. If permission is revoked, he will have to remove his camper. Minimum camper and/or structural requirements to be used by the Architectural Control Committee in its approval of design, appearance, and condition of camper and/or structure facilities:

1. Mobile campers -The unit must be in good repair and of an attractive design and appearance. Unit must be towable by the owner's personal vehicle.
2. Truck bed campers – The unit must not be left on permanent basis; it must be removed when not in use.
3. Motor Homes –The unit must be in good repair and of an attractive design and appearance.
4. Tents – The unit must not be left on a permanent basis; it must be removed when not in use.
5. Storage Buildings - The unit must be of commercial quality, in good repair and of an attractive design and appearance. All metal buildings must be of painted or colored metal. No plain aluminum or galvanized iron or galvanized steel or aluminum painted steel unless a variance is granted by the Architectural Control Committee. All exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material.

6. Any structures or camper covers can not be attached to the camper. Wheels can not be removed from the unit. Campers are always intended to be temporary in nature. Campers must always retain the characteristic of being able to be moved by their owners.
- 16b. In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof, Developer, Architectural Control Committee, or their assigns shall without liability to the owner or occupant in trespass, damages, or otherwise enter upon the said lot and remove the unit in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal immediately upon receipt of a statement thereof.
- 16c. No permanent residences in campers. Campers cannot be occupied for more than 45 days continuously unless a house is actively under construction.

CAMPER SKIRTING

- 16d. If a camper unit is to be placed on a tract over 2 weeks, then a neatly installed picket fence must be placed around the entire unit so as to shield the chassis from view. Owner shall not leave lawnmower, tarps, clothes lines, other camping gear exposed when not there. Owner should keep these items in an approved storage building.

SIGNS

17. No sign, advertisement, billboard, or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the Developer, its successors or nominees. The Developer shall have the right to remove any such sign, advertisement, billboard, or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in doing so shall not be liable and is expressly relieved from any liability upon claim, and demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or anyway connected with such removal. This provision does not apply to the posting of "No Trespassing" signs and to the temporary placement of signs such as "For Sale" or "Garage Sale" and signs for political candidates. For the purpose of this provision, temporary is defined as a period of 2 months.

ANIMALS

18. Show animals used in educational, FFA or 4-H programs are allowed for a limited time period. Farm animals shall be permitted on tracts of at least 10 acres provided they are kept in the rear portion of the tract. Not in excess of 1 horse or cow per 1 acre shall be permitted. Domestic animals, such as dogs, cats, guinea pigs, rabbits, ducks, chickens, lamb or pigs, are permitted provided they are kept in a fenced area or on a leash. Animals should be kept on their owners property and not be a nuisance to other lot or tract owners. Large commercial animal operations are prohibited. Private horse arenas and show areas are allowed.

KEEPING TRACTS CLEAN

- 19a. All garbage can and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed on a suitable wooden frame.
- 19b. Improved tracts should be mowed whenever the grass exceeds 12 inches in height.
- 19c. Vehicles that do not have current licenses and/or stickers can not be stored on the property.
- 19d. Natural or wild tracts and areas do not have to be maintained or mowed.

CULVERTS

20. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a new drainage opening area less than that of a 12 inch diameter pipe culvert or minimum Polk County, Texas requirements. Any damage caused by the installation of a culvert that is too small will be billed to and paid by the property owner.

PROPERTY OWNER ASSOCIATION

21. The Ollie Hilltop Farms Property Owners Association will be formed when 80% of the lots are paid in full to the Developer. The Developer promises to maintain a separate checking account for the Property Owners Association. The funds for this account will come from a \$60.00 a year maintenance assessment on each acreage tract that is sold by the Developer. If an acreage tract is subdivided each new piece will incur a \$60.00 a year maintenance assessment. The funds that are collected will be spent on maintenance and improvements on the roads, maintenance and improvements to common facilities and other expenses necessary to the continued use and enjoyment of Ollie Hilltop Farms. The Ollie Hilltop Farms Property Owners association covers both lot owners and tract owners. Failure to pay this assessment will result in a lien being filed in the county courthouse against the property. Any recorded unpaid liens will stay with the property regardless of any ownership changes. At any time after creation of the Ollie Hilltop Farms Property Owners Association, the property owners can call for a

- vote to change or abolish the maintenance fee. This change will require 60% of both the recorded lot owners and the acreage tract owners, with one vote for each paying property. The maintenance fee fund will be capped at \$5,000 and the annual payments will be suspended until such time as the fund drops below \$4,250. The Developer or his assigns will provide the owner or owners of each tract with an annual accounting of the funds received into the account and disbursed from the account.
22. No lot or any part of a tract shall be used for a street, access road or public thoroughfare without the prior written consent of the Developer, its successors and assigns.
 23. Natural drainage areas and drainage ditches not identified on the plat may not be diverted by property owners without Developer's consent. Property owners will be responsible for blocking or diverting water flow onto other lots/tracts in the subdivision. The Developer will not be held responsible for steps taken to correct these diversions or blockages. The Developer reserves unto itself, its successors and assigns, an easement for utility purposes, as described below.
 24. The Developer reserves for itself and its designated agent or agents the right to use any unsold lot or tracts for a temporary office location, and the right to place a sign or signs on selected tracts. No lot in the subdivision owned by the Developer shall be subject to assessment by the Association, without consent of the Developer.
 25. There is hereby reserved utility easements along and within 7.5 feet on each side of the property lines of all tracts hereunder, for the purpose of installing, repairing and maintaining public utilities, water, sewer lines, electric lighting, telephone lines, and pipe lines, and/or any equipment or signs necessary for the performance of any public or quasi-public service and function, and for all other purpose of further construction, maintenance and repairs. Such rights of access of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitation as to use of all public utility companies an unobstructed aerial easement ten (10) feet wide from a plane fifteen (15) feet above ground upward, located adjacent to the said easements reserve hereby.
 26. Developer reserves unto itself and its assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of signs or the laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains, or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this Subdivision with water or waste water disposal. The Developer and its assigns may use any unsold property as necessary for the complete development of the subdivision.
 27. If at any time purchaser of a lot, his heirs, successors or assign should desire to sell such tract lot or any part thereof, the same shall first be offered to the Developer, its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors, or assigns, can sell such property for, and if the Developer, its successors or nominee, fail to exercise an option within twenty (20) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said twenty (20) days' option shall extend from and after the date the Developer, its successors or nominees, are notified by the purchaser, his heirs, successors, or assigns, of the price for which said property can be purchased.

ENFORCEMENT

28. Enforcement of these restrictions and covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any Restrictions or Covenants either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by the Developer and/or the owner of any lot/tract in said subdivision. If the maintenance fund is forced to file suit and wins, lot/tract owner will be responsible for all cost incurred by the maintenance fund by this enforcement action.
29. If any provision or portion of these protective covenants shall be declared invalid by judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provision hereof shall not constitute a waiver thereof or invalidate such provision or provisions.
30. The violations of any of these restrictions, and covenants shall not operate to invalidate any first mortgage or deed of trust held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these restrictions and covenants.
31. Nothing in these restrictions shall operate in a manner that will keep the Developer from complying with lawful rules or regulations applied by Polk County or other state and federal agencies.
32. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning tracts in said Ollie Hilltop Farms Subdivision and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in Polk County, Texas after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by seventy-five (75%) of the recorded owners of all of the recorded tracts of OLLIE HILLTOP FARMS that have been recorded with

the County Clerk of Polk County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

EXECUTED this 30th day of March, 2007.

LEE BROWN STERLING, JR., TRUSTEE

BY Lee Brown Sterling Jr. Trustee

NAME Lee Brown Sterling Jr.

TITLE Trustee

OLLIE HILLTOP FARMS DEED RESTRICTIONS
Acreage Tract Restrictions
Located on FM 942 and Ollie Loop Rd

THE STATE OF TEXAS :

COUNTY OF POLK :

This instrument was acknowledged before me on the 30th day of March, 2007, by Lee Brown Sterling, Jr., on authorized officer of LEE BROWN STERLING, JR., TRUSTEE, the owner of Ollie Hilltop Farms Subdivision.



Trinna Mathis
NOTARY PUBLIC in and for
The State of Texas

After Recording Mail To : Lee Sterling
P.O. Box 7
Riverside Texas ✓
77347

State of Texas }
County of Polk }
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

FILED FOR RECORD
2007 MAR 30 P 1:36

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MAR 30 2007

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS