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Rolling Oaks AMENDED December 8, 2018

**DECLARATION ON DEED RESTRICTIONS
FOR THE
ROLLING OAKS SUBDIVISION
LOCATED IN
GRIMES AND MONTGOMERY COUNTIES, TEXAS**

SECTION ONE
PROPERTY OWNERS ASSOCIATION

- I. There is hereby created an association to represent the property owners of Rolling Oaks, hereinafter called "Association", for the purpose of protecting and promoting the rural residential and recreational environment of Rolling Oaks through the maintenance and enforcement of the property restrictions as hereinafter set out.
- II. The Association will, as State of Texas laws permit, be incorporated under the Non-Profit Corporation Laws of the State of Texas. The Corporation shall then create the legal entity to: provide for the ownership of the Rolling Oaks Lake and Park; conduct the business of the Association and exercise all the powers and privileges to enforce, by appropriate legal proceedings, this Declaration of Deed Restrictions.
- III. The Association shall consist of all owners of record of the tracks which are a part of "Rolling Oaks, with the owner of each tract being entitled to one (1) vote per acre contained within each such tract.
- IV. At a meeting of the members of the Association, a quorum shall consist of no less than twenty (20%) percent of the total voting power of the Association represented in person or by proxy.
- V. The Association shall act by and through a Board of Directors composed of five (5) of its members. Beginning with the 2005 election, the three (3) Board of Director candidates receiving the largest number of votes shall be elected to a two (2) year term. The two Board of Director candidates with the next largest number of votes shall be elected for a term of one (1) year. In subsequent years, each expiring Director position will be filled for a term of two (2) years.
- VI. The Board of Directors shall perform the following functions:
 1. Act as representatives of all of the property owners in Rolling Oaks to ensure against the depreciation of the rural residential and recreational value of the property;
 2. Collect and expend, as approved by the membership and in the interest of the subdivision as a whole, the maintenance assessments as hereinafter set.
 3. Enforce, by appropriate legal proceedings, these covenants and restrictions in the manner hereinafter set out:
 4. Approve or disapprove plans and specifications for improvements to be erected in Rolling Oaks in the manner hereinafter set out;
 5. Keep financial records with respect to maintenance assessments collected and expended, which records shall be available for inspection by any tract owner in Rolling Oaks at all reasonable times;
 6. Do all other acts necessary to preserve, protect and promote the rural residential and recreational environment of Rolling Oaks through the maintenance and enforcement of these property restrictions;
 7. Maintain, implement, and adhere to the current By-Laws of the Association.

SECTION TWO
BUILDING COMMITTEE

- I. The Board of Directors shall also be known as the "Building Committee," hereinafter called the "Committee." No member of the Building committee shall be entitled to any compensation for services performed pursuant to this instrument.
- II. No building improvement shall be erected or placed on any tract within rolling Oaks until approved by the Building committee. Such approval shall be based upon and require the submission to the Building Committee of: a plat plan of the building site for approval with respect to easements, boundaries and

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topography: construction plans and specifications for approval with respect to compliance with Deed Restrictions and for quality of materials and workmanship; applications for all applicable permits including, but not limited to, electrical, plumbing and sewage disposal for approval with respect to local codes. No building improvement may be utilized or occupied until all applicable inspections have been made and approvals issued. Evidence of such approval shall be furnished to the Building Committee by way of photo copy and retained in the Committee files. A majority of the Building Committee may designate two (2) committee members with authority to approve the plans and location of any building, improvement, or structure

- III. Any approval or disapproval by the Building Committee of any matters herein required or permitted shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after submittal of any plans or specification to it, approval will not be required and the provisions of the paragraph shall be deemed to have been satisfied. The Building Committee is permitted to approve deviations in building area and location in instances where such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.
- IV. The Association shall have the right to enforce these conditions, covenants, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

SECTION THREE **MAINTENANCE ASSESSMENTS**

- I. Each owner of record of any tract, by acceptance of a Deed therefore subject to these covenants, conditions and restrictions, is deemed to covenant and agree to pay to the Association annual assessments as determined by the Association. Such assessments to be fixed, established, and collected as described in the By-Laws of the Association and as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, cost, and reasonable attorney's fees shall be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless expressly assumed by them. In order to secure payment to the assessments, the vendor's lien and superior title to each tract is hereby reserved to the Association, which lien shall be enforceable, through appropriate proceeding, by the Association.
- II. The Assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and recreation of the residents of Rolling Oaks. Such uses may include, but are not limited to, the cost of the Association of all maintenance of the Association facilities; and activities including, but not limited to, mowing of grass along the roadways, maintenance of the Rolling Oaks Lake and Park; and other services that the Association may determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other costs as may be approved by the membership.
- III. Maintenance assessments will be effective and due on July 1 of each fiscal year. The maintenance assessment shall be in an amount determined by the Association, provided however, if the Association fails to set the maintenance assessment at such time, the assessment shall remain at the same amount as the previous year. Assessments greater than fifty dollars (50.00) per acre require the affirmative vote of fifty-one (51%) percent of the entire membership.
- IV. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after written notice of assessment is sent to the owner, the assessment may bear interest from the due date at the rate of ten (10%) percent per annum. Subsequent to said thirty (30) day period and after written notice of default has been given to owner and owner fails to cure default within ten (10) days after written notice of default, The Association may bring an action at law against the owner personally obligated to pay the same. Interest, cost and reasonable attorney's fees of any such action at law shall be added to the amount of such defaulted assessment. Each owner, by his acceptance of a deed to a Rolling oaks tract, hereby expressly vests in the Association or Its agents the right and power to bring all actions against such

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owner personally for the collection of such charges as a debt.

SECTION FOUR
STRUCTIURES AND BUILDINGS

- I. No tract may be resubdivided into lots or tracts of less than five (5) acres. Any resubdivided tract shall be subject to all the provisions of these Deed Restrictions, including but not limited to, the payment of maintenance assessments.
- II. The term “structures” or “buildings” as used herein shall be held and construed to mean those permissible structures and buildings which are or will be erected and constructed on the property within Rolling Oaks. The term “residential dwelling” as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family houses, boarding houses, and hotels. The use of a residential dwelling or other structure or building for a business or professional commercial activity open to the public is expressly prohibited.
- III. Permissible structures or buildings which may be erected or placed on any tract of five (5) acres or more are limited to:
 1. One (1) single family residential dwelling not to exceed two (2) stories in height; together with a private garage and/or carport not exceeding two (2) stories in height, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; recreational facilities adjacent to the dwelling.
 2. Tool and equipment sheds and workshops for the personal use of the occupant and his immediate family.
 3. One (1) or more shelters for the care and maintenance of pets or domestic animal on the premises to provide suitable enclosures for the number and type of animal.
- IV. No residential dwelling shall be placed on any tract unless its living area has a minimum of one thousand two hundred (1,200) square feet of floor area, exclusive of porches and garages. The minimum living area of any dwelling placed on a tract fronting on Rolling Oaks Lake shall be on thousand six hundred (1,600) square feet of floor area, exclusive of porches and garages.
- V. All residential dwellings shall have a proper slab foundation as approved by the building Committee. Modular homes in place or under construction on tracts as of February 28, 1994 shall be grandfathered for the life of the structure. Modular homes must meet all requirements set forth in any paragraph herein including, but not limited to, being of the required minimum square footage, and placed on a proper foundation. In addition to all other requirements modular homes must be under skirted prior to occupancy. Modular homes must be double-wide and measure no less than twenty-four (24) feet by fifty (50) feet. With the exception of grandfathered structures as defined hereinabove, modules home will not be allowed to landowners in Rolling Oaks on or after March 1, 1994.
- VI. No building shall be located on any tract within eighty (80) feet of the centerline of the road or within twenty (20) feet of the side lot property line unless approved in writing by the Building Committee and the then owner of the adjacent property.
- VII. Written approval of the Building Committee shall be required before any single family dwelling; whether for residential or recreational use may be occupied prior to the entire completion of the exterior or such dwelling, including all addition or expansions. Entire completion shall include, but not be limited to, removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards acceptable to the Association. Exterior of a residential dwelling, addition, or expansion must be completed within one hundred eighty (180) days after construction is started.

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VIII. No basement, tent, shack, garage, barn, or other outbuilding erected on the property shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

IX. Structures which do not comply with the land use and building type restrictions contained elsewhere here in shall be prohibited, whether temporary or permanent in character.

SECTION FIVE
LAND USE

- I. Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping and travel trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreation, but not for residential purposes. A trailer, mobile home motor home, tent or other camping shelter shall be deemed to be in use for residential purposes if the same remains in a fixed spot upon the land in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed spot in excess of one hundred twenty (120) days. The use of a recreational vehicle, shelter, or other structure, whether temporary or otherwise, for a business or professional commercial activity open to the public is expressly prohibited.
- II. Fences shall not be closer to front street property lines than the utility easement boundary line across the front of said lot and no closer than the utility easement boundary along any side street. Unless otherwise approved by the Building committee, fences installed within one hundred (100) feet of the front lot line or along and adjacent to the road or street must be a minimum of four (4) feet and a maximum of six (6) feet in height and may be constructed of vinyl, wood planks (redwood, cedar or treated wood), wrought iron, steel pipe or split rail. Galvanized or vinyl-coated hog wire is allowed to be attached to the back of fencing. "Chicken wire", t-post and solid privacy fences are prohibited for use on lot property lines that adjoin a street. Fences on side and rear lot property lines may use, in addition to those materials listed above, t-posts with smooth wire or with the prior approval of adjoining lot owner, barbed wire. Any fence which by design is perceived to have a front and back face must be installed with the front face to the outside of the lot. All fences shall be constructed of new and durable materials, solidly embedded to prevent their leaning with the weight of the fence or pull of a gate, be installed and erected in a quality and attractive manner and sufficiently durable as to be resistant to decay and deterioration. Care should be taken to assure that construction and maintenance process does not impose itself on neighboring properties. Fencing on all lots must be maintained and kept in good order and repair with the structural integrity maintained. No fence shall be installed in such a manner as to obstruct lot drainage. Fences may be constructed on waterfront lots; however they must be built so as to not obstruct the view of the water from adjoining lots as determined by the Building Committee.
- III. Dogs, cats, or household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Other than cattle and horses, which are provided for in item IV below, certain farm animals, as determined from time to time by the Board of Directors, may be kept by full time students through eighteen (18) years of age who are residents of Rolling Oaks, for the purpose of participating in recognized animal husbandry programs. Students and their resident parent must submit an application to the Association annually prior to bringing such animal into Rolling Oaks providing such information as the Association may require on such application to monitor ownership of such animals in the subdivision. Any approved animal must be kept in a suitable enclosure for the type of animal, with the number limited to one per full time student resident, or one per owner resident acre, whichever is lower. Nothing herein shall exempt the keeping of animals from the covenant against nuisances elsewhere herein. Any animal enclosure which is not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Association and ordered removed from the Land, which action if taken in good faith shall be conclusive upon the question of nuisance.

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- IV. Cattle and horses, not to exceed an aggregate total of one (1) head per acre are allowed provided that all such animals be kept in a suitable enclosure for the number and type of animal. Domesticated poultry not to exceed an aggregate total of two (2) head per acre are allowed provided such poultry be kept in suitable enclosures and are for the personal use of the occupant. Nothing herein shall exempt the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Association and ordered removed from the land, which action if taken in good faith shall be conclusive upon the question of nuisance.
- V. No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of Rolling Oaks. Due to the noise level and disturbance, motorcycles or motorbikes shall not be used for recreational purposes within the perimeter of Rolling Oaks.
- VI. No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage, and other wastes shall be kept in sanitary containers until disposition.
- VII. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other mineral from any tract is prohibited.
- VIII. Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum county specifications in force at the time such facilities are installed.
- IX. No tract shall be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one without a current state inspection sticker.
- X. No tree or trees over six (6) inches in diameter shall be cut or removed from the property for commercial purposes.
- XI. No sign, billboard, or other commercial advertising structure shall be erected or maintained on any tract within Rolling Oaks; except that one signs not more than 36 inches square may be erected by the owner to advertise the property for sale.
- XII. It is agreed that nothing may be done by an owner, his grantees or assigns which would result in changing or altering or interfering with existing drainage of water across a tract of adjacent property. Natural drainage courses such as streams or creeks on the property will be considered drainage easements. No structures that would interfere with drainage can be built within thirty (3) feet of the centerline for such natural drainage courses. All culverts installed for driveways must be in compliance with Grimes County drainage requirements.
- XIII. There is ten (10) foot utility easement over, under, along and across the property herein contracted on 3 sides of said property and a fifteen (15) foot utility easement on the street side of said property for purposes of installing, using, repairing and maintaining public utilities, water and sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches.
- XIV. Each owner of a tract binds and obligates himself through purchase of said tract or tracts to maintain the same at his own expense in a neat and presentable manner. Owner agrees that they will not permit grass or weed to become in excess of 36 inches in height before cutting same, not allow trash, junk or any unsightly objects to be dumped or accumulated on said property, in default of which the Association or its assigns may cut such grass or weed or remove said trash, junk or unsightly objects and charge the cost thereof to the

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Owner of the tract, such cost to be paid within 30 days after demand is made therefore.

SECTOION SIX
GENERAL

- I. The Association shall own and maintain the Rolling Oaks Lake and Park. The use of said Lake and Park shall be limited to the rules and regulations promulgated by the State of Texas or any other applicable statutes. No water shall be pumped from Rolling Oaks Lake under any condition. Power boats are prohibited from Rolling Oaks Lake, but electric motors not to exceed 5 H.P. are permitted. Swimming in Rolling Oaks Lake is strictly prohibited.
- II. Absolutely no hunting of game animals shall be allowed within Rolling Oaks. No firearms shall be fired on any tract for the purpose of target shooting.
- III. These covenants and restriction are to run with the land and shall be binding upon and inure to the benefit of all owners of tracts in Rolling Oaks, and all persons claiming under them until such time and provided that an instrument is signed by the majority in votes of the then owner of tarts in Rolling Oaks, altering, rescinding, or modifying said covenants and restrictions in whole or in part; the owner of each tract being entitled to one (1) vote per acre contained within each tract.
- IV. The covenants, reservations, easement, restrictions, and liens set out herein are for the benefit of the owners or subsequence owner of tracts within Rolling Oaks, and his heirs, exactors, and administrators and restrictions contained herein shall be construed to be covenants running with the Association as elsewhere herein provided.
- V. The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements, and restrictions which shall remain in full force and effect.

THIS DOCUMENT WAS RECORDED JUNE 24, 2005
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RP GRIMES COUNTY
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