

OFFICIAL RECORDS

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
ROLLING WOODS SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §

Recitals

WHEREAS, FELTON ALLEN GREEN and GARY DOUGLAS GREEN, hereinafter called the Declarant, whether one or more, is the owner of all that certain real property located in Matagorda County, Texas, described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes, and being known as ROLLING WOODS SUBDIVISION.

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

NOW, THEREFORE, it is hereby declared that all of the property described above 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 shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall refer to that certain real property hereinbefore

described, and known as the ROLLING WOODS SUBDIVISION of Matagorda County, Texas.

Lot

1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Plat File No. 381B and 382A of the Plat Records of Matagorda County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04. "Declarant" shall refer to FELTON ALLEN GREEN and GARY DOUGLAS GREEN, their successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Developer

1.05. "Developer" shall refer to FELTON ALLEN GREEN and GARY DOUGLAS GREEN, or their successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Declarant. The initial Architectural Control Committee shall be composed of FELTON ALLEN GREEN, GARY DOUGLAS GREEN and ERWIN E. WARD. (In the event a vacancy may occur in the Committee, the remaining Committee members may select a replacement to fill the vacancy.) Upon the expiration of twenty-five (25) years from May 1, 1986, the Architectural Control Committee shall be dissolved, unless prior to the expiration, a majority of the property owners in the subdivision determine by majority vote that the Committee shall continue and additionally shall elect three members from the property owners in the subdivision to act as the Architectural Control Committee. All authority regarding the continuation or dissolution of the Architectural Control Committee shall then be vested with the property owners in the subdivision.

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Approval of Plans and Specifications

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee or their representative as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee or their representative shall fail either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

3.01. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee, after fourteen (14) days written notice, mailed to the Lot Owner's last known address, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner. If entrance is required by the Lot Owner's failure to act, no liability shall exist for damages for wrongful entry, trespass, or otherwise to any persons. The Owners and occupants of the premises on which such work performed shall be jointly and severally liable for the costs of such work and shall promptly reimburse the Developer or the Architectural Control Committee for such costs. If such Owner or occupant shall fail to make reimbursement within thirty (30) days after receipt of a statement for such work, said indebtedness shall be a debt of all persons who may be in possession and/or who may own an interest in the property, jointly and severally,

and shall constitute a lien against that specific parcel on which the work was performed. The filing of an affidavit by the Developer and/or Architectural Control Committee with the County Clerk shall constitute prima facie evidence of the existence of the debt and the reasonableness of the charges incurred.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

4.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling and a private garage for no less than two (2) automobiles; however, other outbuildings may be erected if plans are submitted and approval of Architectural Control Committee is obtained. These outbuildings may be constructed and allowed to remain thereon, providing that they shall be constructed with material which is in harmony with the main residence, and provided specifically that no sheet iron or sheet aluminum buildings shall be placed on any part of such property. In addition, no corrugated metal roofing or corrugated metal siding shall be used. No pole framework shall be used for out building construction. No roll roofing or any material of a temporary character may be used on any building. This provision shall not limit or prevent the erection of servants' quarters separate and apart from the main residential dwelling. A garage of at least two (2) automobile capacity is required for each residence.

Minimum Floor Area and Exterior Walls

4.02. Any single story residence constructed on said Lots must have a ground floor area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1,500 square feet of ground floor area, including living area and garage, but exclusive of open or screened porches, terraces, patios, and driveways. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) masonry construction. However, this provision shall not prevent residential construction approved by the Architectural Control Committee which uses quality redwood and/or cedar lumber without the use of masonry materials in the percentage designated above.

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Setbacks

4.03. 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 setback lines shown on the recorded plat. No building shall be located closer than twenty-five (25) feet of the side property line of any lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.04. None of said Lots shall be resubdivided in any fashion; however, two or more Lots may be consolidated into one Lot.

Easements

4.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. Developer reserves the right to grant easements of any kind other than utility easements, over and across, property of Developer or unsold lots held by Developer.

Noxious or Offensive Activities Prohibited

4.06. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.07. No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No modular house shall be erected on any Lot. Additionally, no pre-existing or previously constructed house shall be moved onto any Lot in the subdivision.

Signs

4.08. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Rubbish, Trash and Garbage

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

Sewage Disposal

4.10. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Texas Department of Health and approved by the appropriate office of Matagorda County. Approval of the system as installed shall be obtained from that authority.

Water Supply

4.11. No individual water-supply system shall be permitted on any Lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Texas Department of Health and Matagorda County, if required. Approval of the system as installed shall be obtained from that authority.

Animals

4.12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets, including horses so long as it is considered a pet, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Additionally only one horse shall be permitted on each Lot except on Lots Nos. 4, 5, 8, 12 and 13, which may have two (2) horses, provided the above conditions are met. One 4-H, FFA, or other school project animal may be kept by a child in school. Additionally the

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project must be under the supervision of the project sponsor and meet all sanitary conditions and rules of the project sponsor. However, this rule shall not apply to pigs or swine, which are prohibited. No animal pen shall be erected closer than 35 feet of any interior Lot property line.

Fences, Walls, Hedges and Utility Meters

4.13. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence of such Lot, except for decorative subdivision entry fences. This provision can be waived if, in the opinion of the Architectural Control Committee, the fence and its location is in conformity with the design and architectural purposes of the subdivision. Additionally, no mutual fences may be erected without approval of the Architectural Control Committee. No barbed wire fence shall be permitted on any part of the property covered by these restrictions except the perimeter of the Subdivision.

Trucks, Buses and Trailers

4.14. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

Prohibited Activities

4.15. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

EASEMENTS

Reservation of Easements

5.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Plat File Number _____ filed in the Matagorda County Clerk's office, Matagorda County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or any removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

5.02. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) electrical service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot.

ARTICLE SIX

GENERAL PROVISIONS

Enforcement

6.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

6.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, 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

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of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 80 percent of the Lot Owners and thereafter by an instrument signed by not less than 70 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Matagorda County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this 31st day of July, 1987.

Felton Allen Green
FELTON ALLEN GREEN, Declarant

Gary Douglas Green
GARY DOUGLAS GREEN, Declarant

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this 31st day of July, 1987, by FELTON ALLEN GREEN.

Sharon A. Skelly
SHARON A. SKELLY
Notary Public, State of Texas
My commission expires: 1-14-90

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this 31st day of July, 1987, by GARY DOUGLAS GREEN.

Sharon A. Skelly
SHARON A. SKELLY
Notary Public, State of Texas
My commission expires: 1-14-90

FILED

'87 JUL 31 P4:23

David Vaughn
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MATAGORDA
I hereby certify that this instrument was FILED in File Number: _____
Sequence on the date and at the time stamped hereon by me;
and was duly RECORDED in the above named records of
Matagorda County, Texas on



JUL 31 1987

David Vaughn
COUNTY CLERK, Matagorda County, Texas

SUPPLEMENTAL DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OFFICIAL RECORDS

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ROLLING WOODS SUBDIVISION

VOL 200 PAGE 1

WHEREAS, the undersigned are all of the owners and lienholders of ROLLING WOODS SUBDIVISION out of the Bowman and Williams League, Abstract No. 9, in Matagorda County, Texas; and

WHEREAS, the undersigned desire to make amendments and to supplement the Declaration of Covenants, Conditions and Restrictions recorded in Volume 159 at Page 342-351 of the Official Records of Matagorda County, Texas;

NOW, THEREFORE, it is hereby declared that all of the property described above 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 shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

PROPERTY OWNERS ASSOCIATION

1.01 There is hereby created a Rolling Woods Property Owners Association which may be an unincorporated association or a nonprofit corporation, as the membership may choose.

1.02 The functions of the Property Owners' Association will be handled by the Architectural Control Committee provided in these Restrictions until there are at least five resident owners in the subdivision, at which time an organizational meeting shall be called and the Property Owners' Association formed.

1.03 The purpose or purposes of the Property Owners' Association shall be as follows:

- (a) To provide and pay for area lighting
- (b) To enforce subdivision restrictions

- (c) To maintain entry ways into the subdivision
- (d) To maintain the cleanliness and appearance of the subdivision including the mowing of vacant lots
- (e) To provide such services as the owners of the subdivision may vote to provide
- (f) To serve as or provide for an architectural control committee
- (g) To provide for legal services to protect the vital interests of the subdivision such as roads, environmental concerns, relations with governmental entities or other concerns
- (h) To provide for any other common interest affecting the subdivision which the members may approve.

1.04 Membership in the Property Owners' Association shall consist of persons who own property in the development. "Owner" shall mean and refer to the record owner whether one or more persons or entities of fee simple title to any lot or portion of a lot, and purchasers under a Contract for Deed, but excluding those having an interest merely as security for the performance of an obligation. There shall be only one owner or set of owners for any one lot and in the event of a disagreement as to who is the owner for purposes of membership, the issue shall be decided by majority vote of the members of the Association at which a quorum is present.

1.05 The Property Owners Association shall have not less than one meeting per year. At the annual meeting the owners shall elect a President and a Secretary-Treasurer and any other officers desired by the Association and appoint any committees necessary to carrying on the functions of the organization. The Association shall also set the amount of annual maintenance assessment to be paid.

1.06 Each lot shall be entitled to one vote at the Property Owners Association meetings. Any ownership less than one lot shall not be considered. Votes shall not be split between co-owners.

1.07 The President of the Association shall call all meetings and shall preside at all meetings and shall be a member of all standing committees.

1.08 The Secretary-Treasurer shall collect and receive all funds belonging to the Association, pay all bills owed by the Association and make financial reports to the members. He shall also keep accurate minutes of all meetings.

1.09 Members shall be entitled to a three-day notice of a meeting. If the President or Secretary-Treasurer fails to call a meeting, a meeting may be called upon the request of persons having not less than one-third of the membership votes.

1.10 The Association may make such other by-laws as may be appropriate for the proper conduct of the business of the Association.

ARTICLE TWO

MAINTENANCE ASSESSMENT

2.01 The Property Owners Association shall have the right to assess the property owners an annual maintenance fee for the funding of the various functions to be performed by the Association. The initial fee shall be TEN DOLLARS (\$10.00) per lot per month payable in advance with the first payment due September 1, 1988, and shall be payable to the Architectural Control Committee until the formation of the Property Owners Association. Thereafter the amount of the fee shall be set by the membership in its annual meeting or at a special meeting called for such purpose. The maintenance fee shall be valid if approved by a majority vote of the owners at a meeting at which a quorum is present, and shall continue at the set amount until changed by a majority vote of the Property Owners Association at a meeting where a quorum is present.

2.02 Maintenance assessments shall be assessed on a per lot basis.

2.03 The Association shall have a lien on all land of each owner for the payment of the annual maintenance assessment. The lien shall be subordinate to the lien of any lender loaning money for the purchase or improvement of property with the development. The lien may be perfected by the recording of a lien affidavit showing the amount of unpaid lien and the time to which the nonpayment relates. The lien shall be foreclosed by non-judicial foreclosure conforming to the provisions of Sections 51.002 et seq of the Texas Property Code and any amendments

thereto relating to foreclosure under deeds of trust or at the Property Owners Association's option, may be foreclosed by judicial proceedings. In case of non-judicial foreclosure the President of the Property Owners Association shall serve as Trustee.

ARTICLE THREE

ARCHITECTURAL CONTROL

3.01 Article 2.01 of the Declaration of Covenants, Conditions and Restrictions recorded in Volume _____ at Page _____ of the Official Records of Matagorda County, Texas, is amended as follows:

- (a) There shall be three members who are DENNIS R. BURNS or KIMBERLEY BURNS, BILL HUMPHRIES, JR., and MICHAEL D. WOBSEY
- (b) Approval may be given by two members of the Committee,
- (c) The Architectural Control Committee shall function for a period of time expiring December 31, 1993, and thereafter its functions shall be assumed by the Property Owners Association
- (d) The Architectural Control Committee members shall have no personal liability for action taken in their capacity as a member of the committee in the absence of actual fraud.

ARTICLE FOUR

EXTERIOR MAINTENANCE

4.01 Article Three of the Declaration of Covenants, Conditions and Restrictions recorded in Volume 159 at Page 342-352 of the Official Records of Matagorda County, Texas is amended as follows:

- (a) The Property Owners Association as well as the Developer and Architectural Control Committee shall have the rights provided in said Article.
- (b) The lien granted in said Article may be enforced by non-judicial foreclosure in the same manner as provided for the liens for Maintenance Fund Assessments.

ARTICLE FIVE

USE RESTRICTIONS

5.01 Article Four of the Declaration of Covenants, Conditions and Restrictions recorded in Volume 159 at Page 342-352 of the Official Records is amended to add the provisions contained in this Article.

5.02 All houses shall have brick mailboxes.

5.03 There shall no exposed pipes, vents, or metal chimneys on the portion of the house facing the street.

5.04 There shall be no antennas or satellite dishes.

5.05 All driveways shall be made of concrete and shall extend out to the pavement on the street.

5.06 All swimming pools must be fenced with a fence having a minimum height of four feet.

5.07 All shingles on all buildings shall be prestige 2 shingles or better.

5.08 All houses must be landscaped between the house and the street within four months after completion of the house.

5.09 Article 4.12 is amended to provide that no horses shall be allowed on any lot except Lots 1, 2, 27, and 28, as described and sold by metes and bounds, and that there shall be one horse per acre of land.

ARTICLE SIX

RATIFICATION OF PRIOR RESTRICTIONS

6.01 The Declaration of Covenants, Conditions and Restrictions recorded in Volume 159 at Page 342-350 of the Official Records of Matagorda County, Texas, is ratified and confirmed as amended by these Restrictions.

SIGNED this 28th day of September, 1988.

Dennis R. Burns
Dennis R. Burns

Kimberley Burns
Kimberley Burns

BAY CITY BANK & TRUST COMPANY

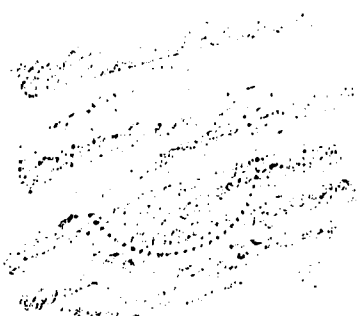
BY: [Signature]
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THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this the 28th day of September, 1988, by Dennis R. Burns and Kimberley Burns.

Elizabeth A. Bartosh
Notary Public, State of Texas
My Comm. Expires June 29, 1991
PRINTED NAME Elizabeth A. Bartosh



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THE STATE OF TEXAS

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COUNTY OF MATAGORDA

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This instrument was acknowledged before me on this the 28th day of September, 1988, by Bill Humphrey, Jr., Executive Vice President of BAY CITY BANK & TRUST COMPANY, a Texas corporation, on behalf of said corporation.

Sandra A. McDonald

Notary Public, State of Texas

My Comm. Expires 2/24/90

PRINTED NAME Sandra A. McDonald

Return to:

Daniel E. Hayes

2304 Ave F

Bay City, Texas 77414

charge to Daniel E. Hayes

FILED

'88 SEP 29 11:05:54

Sandra McDonald
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MATAGORDA

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the above named records of Matagorda County, Texas on



SEP 29 1988

Sandra McDonald
COUNTY CLERK, Matagorda County, Texas