

RESTRICTIVE COVENANTS
OF
ROLLING PINES SUBDIVISION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

That the undersigned, herein called "Declarants", being the sole owners of the land premises described as follows, to-wit:

All tracts of Rolling Pines, a subdivision situated in Polk County, Texas, as depicted upon the plat thereof recorded in Volume ____, Page ____ of the Plat Records of Polk County, Texas, to which reference is here made for all purposes;

have established, and by these presents to establish the following restrictions on the improvements, use and sale of said property, which shall apply to all lots in said Subdivision herein states, and are for mutual protection and benefit of all future owners in said Subdivision for a period of thirty (30) years from the date of recordation of this document, after which time these restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions may be amended or waived in whole or in part, during the initial thirty (30) year period at any time of Declarants, their successors, heirs or assigns or by written instrument executed by at least fifty-five (55%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. No amendment or waiver shall be effective until an instrument describing such amendment and/or waiver is duly filed for record in the official Records of Polk County, Texas.

Until all lots are sold by Declarants, Declarants specifically reserve the right, at their sole option and discretion, to amend and/or waive, in total or in part, any of the covenants, conditions and restrictions contained herein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that the Declarants deem such amendment necessary or desirable. As used herein, Declarants shall mean Declarants, their heirs, successors, executors, administrators or their assignees.

RESERVATIONS

1. Except during construction of a structure permitted herein, no outside privies or toilets shall be permitted upon the Property. All toilets shall be installed inside any residence hereafter constructed upon the Property and prior to the occupancy thereof. No individual sewerage-disposal system shall be permitted on the Property unless the system is designed, equipped and

constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Polk and/or any other governmental agency having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of wastewater or sewerage disposal system.

2. No individual water-supply system shall be permitted on the Property unless the system is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Polk and/or any other governmental agencies having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of water system.
3. The drainage of wastewater or sewerage into adjoining lands, or into or upon any road, street, alley, ditch, or any water way, either directly or indirectly, is prohibited. However, nothing contained herein shall limit or prohibit the (a) building of one or more ponds or lakes on any part of the Property or 9b0 installation of one or more sprinkler systems on any part of the Property.
4. The Property shall be used for residential, farm and ranch and/or recreational purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinic, duplex houses, apartment houses, boarding houses, hotels and all similar commercial uses, and all such uses of the Property are hereby expressly prohibited. Nothing contained herein shall prohibit the grazing and raising of cattle, horses, and other livestock.
5. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be an annoyance or nuisance to any adjoining property owner or owners (including land owned by Grantor that adjoin the Property).
6. No structure of a temporary character, trailer, mobile home, house trailer, manufactured home, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently, without the written consent of Grantor (or, if appropriate, the successors or designated assignee of Grantor, first had and obtained, which consent Grantor shall be under no obligation to give. However, Grantor does consent to allow Grantee (or, if appropriate, the heirs or personal representative of Grantee) to temporarily place and temporarily use recreational vehicles on the Property, provided that they are at least one hundred feet (100') from any property line.

7. No residential structure shall be placed on the Property unless its living area has a minimum of one thousand two hundred (1,200) square feet of floor area, when measured from wall to wall, and excluding porches and garages. The temporary placement of recreational vehicles located within the guidelines of paragraph 6 immediately above shall not be considered a violation of this provision.
8. The Property shall never be used or maintained as a dumping ground for rubbish, trash, garbage, non-running vehicles, or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. The Property can be re-subdivided with the approval of the POA or current owner in any fashion so long as the subdivided parcels are for the single family residential purposes, and ranch and/or recreational purposes described above and the re-subdivided acreage is not less than two (2) acres, and no portion less than two (2) acres shall be conveyed or transferred; provided that this provision shall not prohibit deeds of correction or deed to resolve boundary line disputes and similar corrective instruments. However, if Grantee (or the heirs or assigns of Grantee) purchases one or more tracts of land adjacent to the Property, then the Property and any adjacent tracts so acquired may, at Grantee's option, be deemed a single tract for building purposes, so long as not less than two (2) total acres is used for this purpose.
10. Both prior to and after the occupancy of a residence of the Property, the owner shall provide appropriate space for parking any vehicle or vehicles.
11. These proactive covenants shall not be construed to prevent the use of portions of the Property for roads, streets or other rights of way or as easements for drainage or utility purposes. All culverts must be appropriately sized and approved by the POA.
12. All burning or other disposal of waste material must be in compliance with regulations promulgated from time to time by the State of Texas and/or County of Polk.
13. Any residential building constructed on the Property: (a) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in Polk County, Texas and (b) must be sturdy, permanent construction, built of first class materials.
14. All parts of the Property shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. All tools and equipment shall be stored or housed in a storage building provided

therefore. No part of the Property shall be used for any purposes which may endanger the health or unreasonably disturb the owner and/or occupant or adjoining tract of land.

15. Except for ponds, etc., as previously allowed, no improvements, structure, dirt or other material may be placed on the Property that would in any way tend to restrict or interfere with the free flow of water in or through, or inhibit access for maintenance of, natural drainage easements, drainage ditches or drainage structures placed thereon by Grantor and/or by Polk County, or its successors or assigns.
16. The property owners of the Rolling Pines Subdivision may establish a property owners association that can establish maintenance fees as necessary for the maintenance of the roads and common areas in the Subdivision. Each property owner shall have one (1) vote regardless of the number of tracts or acres owned by the property owner.
17. The roads in Rolling Pines Subdivision are not public or county roads and shall be maintained by the property owners (or property owners association).
18. There will be no commercial sale of dirt from the Property.

GENERAL PROVISIONS

Enforcement

The Declarants herein, their heirs or personal representatives of Declarants and/or any owners of any tract of Rolling Pines Subdivision shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions and reservations now or hereafter imposed by the provisions of this document. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

No waiver or consent, express or implied, by Declarant, as well as Declarant's successor(s) or designated assignee(s), to or of any breach or default by any owner or owners of the Property in the performance by such owner(s) of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owners(s) of the same or any other obligations of such owner(s) hereunder. Failure on the part of a party to complain of any act of any owner or to declare any owner(s) in default, irrespective of how long such a failure continues, shall not constitute a waiver by such party of the rights hereunder until the applicable statute of limitation period has run.

No violation of any of these restrictive covenants shall defeat or render invalid the lien and/or rights of the owner and holder of any deed of trust, security interest or mortgage made in good faith and for value upon any portion of the Property; providing, however, that any mortgage in actual possession, or

any purchase at any mortgagee's foreclosure sale, as well as all other owners, shall be bound by and subject to these restrictive covenants as fully as any other owners of the Property.

RESTRICTIVE COVENANT TO RUN WITH THE PROPERTY

These restrictive covenants shall run with the land that makes up the Property and shall be binding upon and inure to the benefit of Grantor and Grantee. Further, each person or entity, by acceptance of title, legal or equitable, to the Property, shall abide by and perform these restrictive covenants and the other terms hereof. In the event of the failure of any contract and/or deed to refer to this instrument, these restrictive covenants and other terms of the instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to these restrictive covenants and other terms hereof. It is understood and agreed that these restrictive covenants relate to and affect only the Property and no other land, and that the only restrictive covenants are those expressed in the instrument, and no restrictive covenants are to be implied.

Severability

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

EXECUTED this the ____ day of _____.

Rolling Pines Subdivision

By: _____

F. Dennis Rowe

By: _____

Kyle Parrish

By: _____

Craig Jones

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the ____ day of _____, 2021

By F. Dennis Rowe.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the ____ day of _____, 2021

By Kyle Parrish.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the ____ day of _____, 2021

By Craig Jones.

Notary Public, State of Texas