

Poster 6785659

DECLARATION OF 73-85-0606 6200

DECLARATION 173-85-0606
OF

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROLLING OAKS COUNTRY
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION made of the date hereinafter set forth by ROLLING OAKS JOINT VENTURE, A Joint Venture composed of Continental Development Company, Inc., having its principal office in Houston, Harris County, Texas, and G. PHIL BERRYMAN and WILLIAM C. COCKE, individually, residing in Nueces County, Texas hereinafter called "Declarant" or "Developer."

W I T N E S S E T H:

WHEREAS, Declarant and the persons or entities joining herein are the owners of a 65.522 acre tract in the William White Survey, Abstract 829, Harris County, Texas, shown on Exhibit "A" attached hereto, known as ROLLING OAKS COUNTRY (being sometimes referred to herein as "the Subdivision"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon ROLLING OAKS COUNTRY and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. "Properties" shall mean and refer to ROLLING OAKS COUNTRY, subject to the reservations set forth herein and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

SECTION 2. "Tract" and/or "Tracts" shall mean and refer to the Tracts surveyed within the property known as ROLLING OAKS COUNTRY which are restricted hereby to use for residential purposes, except as otherwise provided for herein.

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SECTION 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

SECTION 4. "Architectural Control Committee" shall mean and refer to the ROLLING OAKS COUNTRY ARCHITECTURAL CONTROL COMMITTEE provided for in Article IV hereof.

SECTION 5. "Association" shall mean and refer to the ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

SECTION 1. Declarant reserves the right to negotiate necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telephone lines, gas, sanitary and storm sewers, water lines, or any other utility Declarant sees fit to install in, across and/or under the Properties.

SECTION 2. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

SECTION 3. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

SECTION 4. It is expressly agreed and understood that the title conveyed by Declarant to any Tract or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sanitary sewer, storm sewer, electric

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light, electric power, telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenance thereto constructed by or under Declarant or any easement Owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Properties, and, where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

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ARTICLE III.

USE RESTRICTIONS

SECTION 1. Land Use and Building Type. All Tracts shall be known and described as Tracts for residential purposes only (hereinafter sometimes referred to as "Residential Tracts"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Tract other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage or carport for not less than one (1) or more than four (4) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Tracts for duplex houses, garage apartments, or apartment houses; and no Tracts shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose, except that Tracts fronting on Kuykendahl Road may be used up to a depth not to exceed two hundred fifty (250) feet off said road for the purpose of developing light-commercial business structures for such businesses as convenience stores (i.e. 7-11, U-Totem, etc.), laundromats, dry cleaner establishments, liquor stores, office space, etc. with approval of the Architectural Control Committee and the ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION. No building of any kind or character shall ever be moved onto any Tract within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

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SECTION 2. Architectural Control. No building shall be erected, placed or altered on any Tract until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

SECTION 3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one (1) story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of any multi-story dwelling be less than 1,350 square feet.

SECTION 4. Type of Construction, Materials and Landscape.

(a) No external roofing material other than wood shingles, composition roofing, or such other types as approved by the Architectural Control Committee shall be constructed or used on any building in any part of the Properties.

(b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from the street on which the Tract fronts or sides.

(c) Each kitchen in each dwelling or living quarters situated on any Tract shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition, unless a licensed plumber certifies to the Architectural Control Committee that the same cannot be maintained because of septic tank problems.

(d) No fence or wall shall be erected, placed or altered on any Tract nearer to the street than a minimum fifty (50) feet. The erection of hogwire, chicken wire, smooth wire, or barb wire

fences is expressly prohibited. Fences of wood and chain link will be permitted but must be approved by the Architectural Control Committee.

SECTION 5. Building Location. No building shall be located on any Tract nearer to the front Tract line or nearer to the side street line than fifty (50) feet. No building shall be located nearer than ten (10) feet to an interior Tract line, except when two or more adjacent Tracts are used as one building Tract. It is the purpose of this provision to maintain at least a twenty (20) foot separation between buildings on contiguous Tracts. No main residence building nor any part thereof shall encroach upon any utility easement. For the purposes of this Covenant, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Tract, except when two or more Tracts are used as one building Tract. For the purposes of these Restrictions, the front of each Tract shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Architectural Control Committee, each main residence building will face the front of the Tract, and each detached or attached garage will either face upon the front Tract line or face upon a line drawn perpendicular to the front Tract line, and shall not be located nearer than fifty (50) feet to the front Tract line; provided, however, that upon approval of the Architectural Control Committee, any detached garage located more than one hundred (100) feet from the front Tract line shall not be required to face upon said Tract line. Driveway access will be provided from the front of the Tract only, except that said access may be provided to corner Tracts from a side street.

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SECTION 6. Minimum Tract Area. No Tract shall be resubdivided, nor shall any building be erected or placed on any Tract having an area of less than one-half (1/2) acre; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Tract or Tracts within the Properties if such resubdivision results in each resubdivided Tract containing not less than the minimum Tract as aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area, unless approved by the Architectural Control Committee.

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SECTION 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Tract nor shall anything be done thereon which may become an annoyance to the neighborhood.

SECTION 8. Temporary Structures. No structure of a temporary character, whether mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves, for itself and any homebuilders in said addition, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

SECTION 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Tract except (1) one sign of not more than seven (7) square feet advertising the particular Tract on which the sign is situated for sale or rent.

the right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 9, be erected, permitted or maintained on any Tract without the express prior written consent of the Architectural Control Committee. The term "Declarant," as used in this Section 9, shall refer to the entities and such successor or assigns of such entities to whom the right under this Section 9 is expressly and specifically transferred.

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SECTION 10. Septic Tanks. No cess pools shall ever be dug, used, or maintained on said property, and whenever a residence is established on said property, all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.

SECTION 11. Drainage. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks. All such structures must comply with appropriate state and county governmental agencies' rules and regulations. However, culverts must have a minimum diameter of 18 inches.

SECTION 12. Repair of Vehicles, Machinery, and Equipment. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard, on any Tract.

SECTION 13. Firearms. No firearms or fireworks of any kind shall be discharged on the property.

SECTION 14. Medical Treatment. The property shall not be used for the purpose of medically or psychologically treating anyone with any sickness or illness.

SECTION 15. Sale of Alcohol and Immoral Use. The sale of beer, liquor and other intoxicants shall never be permitted on the property, except that the same may be sold for off-premises consumption on those Tracts whereon light-commercial development is allowed in Article III herein. No part of the property shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the state of Texas, the United States of America or Harris County, Texas, or the police, health sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the property.

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SECTION 16. Trees. No party who has purchased any portion of said premises shall cut any timber or trees from said portion so purchased larger than six (6) inches in diameter measured twelve (12) inches and up from the ground, except on that portion of said premises which comprises the actual building site where the improvements are going to be erected, together with a roadway leading from private road adjoining said premises to the building site, until all of the purchase price has been paid in full. Notwithstanding the foregoing, in no event may a tree larger than twelve (12) inches measured twelve (12) inches and up from the ground be cut until prior written approval from Developer is first received.

SECTION 17. Animals and Livestock. No hogs, goats or other generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except that cattle, horses, dogs, cats or household pets may be kept, a maximum of three animals per acre.

SECTION 18. Storage and Disposal of Garbage and Refuse. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Tract shall be used

for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract.

SECTION 19. Period of Construction. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure, is eighteen (18) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his spare time. Any failure to comply with this provision by not completing his structure within such time shall be construed a violation hereof and shall entitle any party hereto, or any party in interest, to maintain an action by mandatory injunction or for damages, or for both.

ARTICLE IV.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Approval of Building Plans. No building shall be erected, placed or altered on any Tract until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by the ROLLING OAKS COUNTRY ARCHITECTURAL CONTROL COMMITTEE. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The

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Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

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SECTION 2. Committee Membership. The Architectural Control Committee shall be initially composed of Joe F. Wheat, Trustee, and John C. D. Drolla, Jr., Trustee, who may designate a representative or representatives to act for them.

SECTION 3. Replacement. In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

SECTION 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

SECTION 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative(s) shall cease on and after ten (10) years from the date of this instrument. Thereafter, all power vested in said Committee by this covenant shall be assumed by the Board of Directors of the Association.

ARTICLE V.

ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to or which may become subject to a maintenance charge assessment by the Association, shall be a member of the ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

SECTION 2. Non-Profit Corporation. ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, shall be organized and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

SECTION 3. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization; provided that the same are not in conflict with the provisions hereof.

SECTION 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

SECTION 5. Annexation of Property. Additional residential property and common area outside of ROLLING OAKS COUNTRY SUB-DIVISION may be annexed to the Properties covered by the Association, and subject to the jurisdiction and benefits of the Association, upon majority vote by the members of the Association at a regular or special meeting of the members.

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SECTION 6. Maintenance Charge. Each Tract in ROLLING OAKS COUNTRY is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Tract within ROLLING OAKS COUNTRY to ROLLING OAKS COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION on or before January 1 of each year, in advance annual installments, commencing on a date to be promulgated by the Board of Directors of the Association. The rate at which each Tract will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided, that such assessment will be uniform (except as hereafter provided) and in no event will such assessment or charge exceed \$10.00 per Tract per month, or \$120.00 per Tract per year. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of ROLLING OAKS COUNTRY as well as all other residential property annexed or which may be a part of the Association to which the Tracts herein described have been annexed; provided, however, that other sections to be entitled to the benefit of this maintenance fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Tract basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining streets, alleys, paths, parks, parkways, easements, esplanades, cul-de-sacs, and other public areas, payment of all legal and other expenses incurred in

connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Tracts, and doing other things necessary or desirable, in the opinion of the Association, to keep the Properties in the subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Tract or Tracts agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

SECTION 7. Term. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

SECTION 8. Voting Rights of Developer. Notwithstanding anything contained herein to the contrary, Developer shall retain all voting rights in the Association until 95% of all of the total acreage contained within the subdivisions (excluding dedicated roads and easements) shall have been sold to third parties. However, if Developer should transfer all or substantial portions of the acreage remaining in such subdivisions to another person or entity for the purpose of continuing this development, such sale shall not be considered a sale to a third party as above provided, and such voting rights may be retained by Developer or assigned by instrument in writing.

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SECTION 9. Liens for Payment. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Tracts, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant will convey such Tracts, the vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Tract to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Tract to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further, provided that as a condition precedent to any proceeding to enforce such lien upon any Tract upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Postal Service, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Tract covered by such first mortgage lien to the holder thereof.

SECTION 10. Subordination of Lien. The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or

any part of any Tract (and any improvements thereon), situated within the plat establishing ROLLING OAKS COUNTRY or (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the Tract situated within ROLLING OAKS COUNTRY.

The sale or transfer of any Tract shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Tract, pursuant either to mortgage foreclosure or to any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure or sale or transfer in lieu thereof from liability for any assessments thereafter becoming due and payable nor release any such Tract from the lien securing payment of such subsequent assessments.

ARTICLE VI.

SECTION 1. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, by the Association (and the Association

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is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Tract in ROLLING OAKS COUNTRY SUBDIVISION. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under any mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within ROLLING OAKS COUNTRY.

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SECTION 2. Term. These Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Tracts has been recorded agreeing to change or terminate said covenants in whole or in part. The covenants, or any of them, may be amended, by an instrument signed in writing by the Owners of a majority of the acreage contained within the properties covered by these Restrictions (excluding any acreage contained within any dedicated roadways), and the recording of said instrument with the County Clerk of Harris County, Texas. Any such instrument shall show the acreage owned by each Owner who signed same, and, in case the property is owned by a man and wife as community property, the signature of the husband alone shall be sufficient except that in cases where the husband resides elsewhere, or has abandoned his wife, her signature alone shall be sufficient.

SECTION 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this 7th day of June, 1979.

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ROLLING OAKS JOINT VENTURE

ATTEST:

By: CONTINENTAL DEVELOPMENT COMPANY, INC.

Al Sellers, Secy

By: Dick W. Hicks, President

173-85-0523

By: G. Phil Berryman
G. PHIL BERRYMAN

By: William C. Cocke
WILLIAM C. COCKE

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dick W. Hicks, President of CONTINENTAL DEVELOPMENT COMPANY, INC., Joint Venturer in ROLLING OAKS JOINT VENTURE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 8th day of June, 1979.

DONALD LOU HOOD
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES: 5/20/81

Danna Lou Hood
Notary Public in and for
Harris County, TEXAS

THE STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

BEFORE ME, the undersigned authority, on this day personally appeared G. PHIL BERRYMAN and WILLIAM C. COCKE, Joint Venturers in ROLLING OAKS JOINT VENTURE, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 8th day of June, 1979.

NOTARY PUBLIC SEAL
SAN PATRICIO COUNTY, TEXAS

Margaret R. Callaway
Notary Public in and for Margaret R. Callaway
San Patricio County, TEXAS
Muecas
My Commission Expires: 7-31-80.

EXHIBIT "A"

65.5 Acre Tract
Clint Hendricks

William White Survey
Abstract No. 829
June 1, 1979

173-85-0624

A FIELDNOTE DESCRIPTION of 65.522 acre of land situated in the William White Survey, Abstract No. 829, Harris County and being a part of the Emil Mueller tract as recorded in Volume 171 on Page 230 of the Harris County Deed Records and as fenced and occupied on the ground. Said 65.522-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 2-inch iron pipe in the easterly right-of-way line of Kuykendahl Road marking the northwest corner of the herein described tract, said pipe being South 89° 38' 45" East, 159.72 feet, from a 3/4-inch iron pipe marking the northwesterly corner of the above described Emil Mueller tract;

THENCE, South 9° 42' 29" West, along the easterly right-of-way line of Kuykendahl Road, a distance of 964.88 feet to a 1/2-inch iron rod marking the southwest corner of the herein described tract;

THENCE, South 89° 38' 27" East, with an old wire fence, and along the South line of above described Emil Mueller tract and the North lines of Vernon Miller tract and the Robert Gabriel tract, a distance of 1501.72 feet to a T-Rail found for corner;

THENCE, South 89° 58' 17" East, with said fence, and along the South line of above described Emil Mueller Tract, and the North lines of the Selma Cadle tract, a distance of 763.00 feet to a T-Rail for corner;

THENCE, South 86° 19' 22" East, with said fence and along the South line of the above described Emil Mueller tract and the North line of the Adolph Wachsmann tract, a distance of 762.16 feet to a axle found for the southeast corner of the herein described tract of land;

THENCE, North 1° 31' 23" East, with an old fence, along the East line of above described Emil Mueller tract, a distance of 974.18 feet to a 3/4-inch bolt found for the northeast corner of the herein described tract;

THENCE, North 89° 36' 44" West, with a new fence, along the North line of above described Emil Mueller tract and the South line of the Westbrook Oil Co. tract and the C. D. Young, Jr. Tract, a distance of 1,077.68 feet to a 1-inch iron pipe found for corner;

THENCE, North 89° 18' 40" West, with said fence, along the North line of above described Emil Mueller tract, and the South line of the W. R. Godry tract, a distance of 1,808.81 feet to the POINT OF BEGINNING, CONTAINING 65.522 acres of land.

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

DeWitt

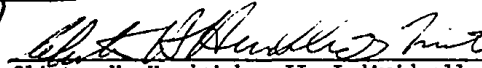
JK

CONSENT OF MORTGAGEE

The undersigned, Clinton H. Hendricks, II, individually and Clinton H. Hendricks, II, Trustee, being the owner and holder of an existing mortgage lien upon and against the land and property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Rolling Oaks Country, a Subdivision in Harris County, Texas, as such mortgagee and lienholder does hereby consent to said Declaration and to the recording of same.

This consent shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned or any part thereof.

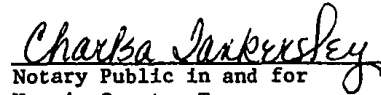
Signed this the 27th day of July, 1979.


Clinton H. Hendricks, II, Individually
and as Trustee

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared Clinton H. Hendricks, II, individually and as Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 27th day of July, 1979.


Notary Public in and for
Harris County, Texas

CHARLSA TANKERSLEY
Notary Public in and for Harris County, Texas
My Commission Expires July 12, 1981



173-05-0625

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2:00

173-85-0526

AMENDMENT TO RESTRICTIONS FOR
ROLLING OAKS COUNTRY, A SUBDIVISION
IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Rolling Oaks Country is here made by ROLLING OAKS JOINT VENTURE, a Joint Venture composed of Continental Development Company, Inc., a Texas Corporation, and G. Phil Berryman and William C. Cocke, individually, of Nueces County, Texas, as Declarants, this Amendment being made so as to substitute the following Article III in place of and in lieu of Article III contained in the original Covenants, Conditions and Restrictions for Rolling Oaks Country dated June 7, 1979, affecting the property described in Exhibit A, attached hereto and referred to herein for all purposes, to-wit:

"ARTICLE III.

USE RESTRICTIONS

SECTION 1. Land Use and Building Type. All Tracts shall be known and described as Tracts for residential purposes only (hereinafter sometimes referred to as "Residential Tracts"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Tract other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage or carport for not more than four (4) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Tracts for duplex houses, garage apartments, or apartment houses; and no Tracts shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose, except that Tracts fronting on Kuykendahl Road may be used up to a depth not to exceed two hundred fifty (250) feet from said road for the purpose of developing light-commercial business structures for such businesses as convenience stores (i.e., 7-11, U-Totem, etc.), Laundromats, dry cleaner establishments, liquor stores, office space, etc. subject to approval of the Architectural Control Committee as to exterior design.

173-85-0627

Provided further that the Commercial Area shall not be subject to the covenants set forth in the Declarations of Covenants, Conditions and Restrictions for Rolling Oaks Country as amended from time to time, in any manner whatsoever except to the extent such Commercial Area is limited to use for light-commercial use or any other lesser use, and is subject to the approval of the Architectural Control Committee as to exterior design of construction. No other restrictions shall apply to said Commercial Area.

SECTION 2. Architectural Control. No building shall be erected, placed or altered on any Tract until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee or its representative as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for herein.

SECTION 3. Dwelling Size and Structure. A Mobile Home may be used as a residence, provided that it shall be a minimum of twelve (12) feet wide, sixty (60) feet long, or a total of seven hundred and twenty (720) square feet. No Mobile Home older than five (5) years shall be placed on any residential lot unless prior written approval is obtained from the Architectural Control Committee. It is agreed and understood that before a Mobile Home is moved onto this property, it must be approved by the Architectural Control Committee. All Mobile Homes must be underpinned by either brick, stone aluminum or wood materials. Aluminum and wood materials must be painted to match the exterior color of the Mobile Home. The underpinning must be completed within thirty (30) days from date of moving the Mobile Home onto the property. No residence, other than Mobile Homes, shall be erected or placed upon said property which does not contain at least eight hundred (800) square feet of living area, exclusive of open porches and garages.

SECTION 4. Building Location. No building or trailer shall be located on any Tract nearer to the front Tract line or nearer to the side street line than 40 feet. No building shall be located nearer than 12 feet to an interior Tract line, except when two or more adjacent Tracts are used as one building Tract. It is the purpose of this provision to maintain at least a 24 foot separation between buildings on contiguous Tracts.

173-85-0628

173-85-0629

No main residence building nor any part thereof shall encroach upon any utility easement. For the purpose of this Covenant, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Tract, except when two or more Tracts are used as one building Tract. For the purposes of these Restrictions, the front of each Tract shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

SECTION 5. Fences. Any fence that faces a street must be of wood or steel construction. Steel Fences or other type fences will not be allowed without express permission of the Architectural Control Committee. No fence shall be erected, placed or altered on any Tract nearer than fifteen (15') feet from any street right-of-way line.

SECTION 6. Maintenance of Property. Lot purchasers, and owners shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformation development and shall keep the property owned by them mowed and in a clean and sanitary condition at all times.

SECTION 7. Minimum Tract Area. No Tract shall be resubdivided, nor shall any building be erected or placed on any Tract having an area of less than fifteen thousand square feet (15,000 sq. ft.); provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Tract or Tracts within the Properties if such resubdivision results in each resubdivided Tract containing not less than the minimum Tract as aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area, unless approved by the Architectural Control Committee.

SECTION 8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Tract nor shall anything be done thereon which may become an annoyance to the neighborhood.

SECTION 9. Temporary Structures. No structure of a temporary character, such as a tent, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or

permanently; provided, however, that Declarant reserves, for itself and any homebuilders in said addition, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales construction offices, storage areas, model units, signs and portable toilet facilities.

SECTION 10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Tract except (1) one sign of not more than five (5) square feet advertising the particular Tract on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, except as herein allowed, be erected, permitted or maintained on any Tract without the express prior written consent of the Architectural Control Committee. The term "Declarant", as used herein, shall refer to the entities and such successor or assigns of such entities to whom the right under this Section 10 is expressly and specifically transferred.

SECTION 11. Maintenance. Is is specifically agreed that Tract or Lot owners shall not excavate, remove, or sell the soil, not cut, sell or remove timber other than is necessary for residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

SECTION 12. Septic Tanks. Whenever a house or dwelling of any nature, is established on any Tract it shall provide for an inside toilet and shall be connected with a septic tank and drain field. All septic systems must be county permitted and approved. No cesspool shall ever be dug, used, or maintained on any parcel of land in this subdivision. Drainage of septic tanks or sewage into roads, streets, alleys, ditches, ravines or upon the open ground shall be prohibited. No outside toilets shall be maintained on

173-85-0630

any premises and all plumbing shall be connected to a septic tank constructed and installed in accordance with the County and State Health specifications.

SECTION 13. Drainage. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks. All such structures must comply with appropriate state and county governmental agencies' rules and regulations. However, culverts must have a minimum diameter of 18 inches.

SECTION 14. Motor Vehicles. No inoperative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag and state inspection sticker.

SECTION 15. Firearms. No firearms of any kind shall be discharged on the property. No hunting is allowed.

SECTION 16. Medical Treatment. The property shall not be used for the purpose of medically or psychologically treating anyone with any sickness or illness.

SECTION 17. Sale of Alcohol and Immoral Use. The sale of beer, liquor and other intoxicants shall never be permitted on the property, except that the same may be sold for off-premises consumption on those Tracts whereon light-commercial development is allowed in Section 1 of this Article. No part of the property shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Harris County, Texas, or the police, health, sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the property.

SECTION 18. Animals and Livestock. No animals other than household pets shall be raised or maintained on the property in any manner. Likewise and in addition thereto, no animals shall be raised or maintained for commercial purposes. No swine, livestock or horses will be allowed.

SECTION 19. Storage and Disposal of Garbage and Refuse. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be

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173-85-0632

kept in a clean and sanitary condition. No Tract shall be used for the open of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Tract shall be used for the open storage of any building materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract. No leaves, brush, timber, debris or trash of any nature shall be placed, disposed of or burned within the road right-of-way. If any owner shall not maintain a tract in a clean condition or keep the same mowed, The Civic Improvement Association shall have the right to clean or mow any such track after thirty (3) days notice to the owner thereof and assess any charges therefor as an additional maintenance fee due by the owner of such tract as provided herein.

The original Covenants, Conditions and Restrictions for ROLLING OAKS COUNTRY dated June 7, 1979, shall remain in full force and effect except to the extent the same are amended herein.

ATTEST:

By: CONTINENTAL DEVELOPMENT COMPANY, INC.

Regina Mandel

Al Sellers V.P.

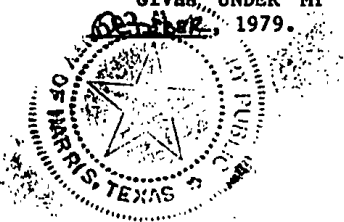
By: G. Phil Berryman
G. PHIL BERRYMAN

By: William C. Cocke
WILLIAM C. COCKE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared AL SELLERS, VICE PRESIDENT of CONTINENTAL DEVELOPMENT COMPANY, INC., Joint Venturer in ROLLING OAKS JOINT VENTURE, Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the sam for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28th day of October 1979.



Regina J. Mandel
Notary Public in and for
Harris County, T E X A S

173-85-0633

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared G. PHIL BERRYMAN and WILLIAM C. COCKE, Joint Venturers in ROLLING OAKS JOINT VENTURE, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 25th day of November 1979.




Patricia Anne Lumry
Notary Public in and for
Harris County, T E X A S
STATE OF TEXAS
PATRICIA ANNE LUMRY
Notary Public, State of Texas
My Commission Expires 4-10-81

CONSENT OF MORTGAGEE

The undersigned, Clinton H. Hendricks, II, individually and Clinton H. Hendricks, II, Trustee, being the owner and holder of an existing mortgage lien upon and against the land and property described in the foregoing Amendment to Restrictions for Rolling Oaks Country, a Subdivision in Harris County, Texas, as such mortgagee and lienholder does hereby consent to said Amendment and to the recording of same.

This consent shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned or any part thereof.

Signed this the 22 day of Oct, 1980.



Clinton H. Hendricks, II,
Individually and as Trustee

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Clinton H. Hendricks, II, individually and as Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 22nd day of October, 1980.




Notary Public in and for
Harris County, T E X A S

173-85-0634

173-85-0635

FILED
DEC 8 11 57 AM 1980
Quita Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS

			<p>JOE F. WREAT DYCHE & WRIGHT 815 WALKER # 1600 HOUSTON, TX. 77002</p>	<p>DYCHE & WRIGHT ATTORNEYS AT LAW 1600 MELLIE ESPERSON BUILDING HOUSTON, TEXAS 77002</p>
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STATE OF TEXAS }
COUNTY OF HARRIS

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 Official
Public Records of Real Property of Harris County, Texas on

DEC 8 1980



Quita Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Ret
DYCHE & WRIGHT
ATTORNEYS AT LAW
1600 MELLIE ESPERSON BUILDING
HOUSTON, TEXAS 77002