

986-01-1519

Grantee shall be responsible for all water charges and community assessments as if a house of the minimum square footage had been built upon the lot.

ROLLING FOREST SUBDIVISION COMMITTEE

ROLLING FOREST Subdivision Committee is hereby created consisting of three (3) members to be selected by the majority of lot owners in ROLLING FOREST Subdivision who shall have one vote for each platted lot, or portion thereof, owned. Said selection shall occur one year from the date of the first sale or when 30% of the lots have first been sold, whichever occurs first.

The Committee shall function as ROLLING FOREST representatives of all of the property owners in ROLLING FOREST Subdivision to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of said Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

MAINTENANCE CHARGE

Each lot or building site conforming to the provisions of Paragraph 4 of the Section hereof entitled "RESTRICTIONS", may, by majority vote of the Committee, be subjected to a monthly maintenance charge for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by owners of each and all the sites in said subdivision monthly, in advance. Said fund shall be used to do anything necessary or desirable, which in the opinion of the committee will keep the property neat and presentable, or for any other purposes which the committee considers will benefit the owners of property in ROLLING FOREST Subdivision. The Maintenance Fee is \$10 per month. It may be raised according to the consumer price index.

To secure the payment of the Maintenance Charge levied against each lot or building site, a vendor's lien shall be reserved in favor of the Financing Company in the deed from Grantor. Or should such deed fail to reserve the lien, such lien is hereby created against all lots or building sites as though it had been reserved, and shall be enforceable by appropriate proceedings at law by the association. All unpaid maintenance charges, including interest thereof at ten percent (10%) per annum, shall constitute a lien on such property superior (prior) to all other liens and encumbrances, except only for:

- (a) Tax liens in favor of any property and;
- (b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such lien.

To evidence such lien the association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the property and a description of the property. Such a notice shall be signed by the association and may be recorded in the Office of the County Clerk of Montgomery County. Such lien for the maintenance fee shall attach from the date of the failure of payment of the maintenance fee. Such lien may be enforced by foreclosure of the defaulting Owner's property by the association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees.

986-01-1520

RESTRICTIONS

1.

No buildings or structures (including, but not by way of limitations, air conditioning towers and swimming pools) or any additions thereof, or any alterations thereof, shall be erected, renovated, or constructed, placed or suffered to remain upon said premises until the Committee or anyone unto whom the Committee may delegate such rights, shall have together with the outside color scheme, which plans and specifications must accurately reflect the single locations, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected in ROLLING FOREST Subdivision. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected, shall conform in detail to such plans and specifications; provided, however, that the Committee must give its disapproval of such plans and specifications in writing within fifteen days after submission of same or its approval shall be implied.

All front building lines shall be as shown on the plat referenced above. All buildings shall be located at least 10 feet from a side lot line and 10 feet from a rear lot line. Lot lines shall be the perimeter property lines of property where more than one lot is single ownership.

2.

If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provision of Paragraph 3 hereof, the building set back restrictions shall be deemed to apply to such resultant homesite as if it were on one original lot.

No fence (except decorative landscaping fences), wall, hedge, or gas meter shall be placed on any lot in Rolling Forest Subdivision closer to the street than is permitted for the main residence on such lots.

3.

Any persons owning a lot or lots in ROLLING FOREST Subdivision may subdivide or consolidate such lots into building sites with the privilege of placing or constructing improvements as permitted in the next following paragraph, on each such resulting building site, provided that such subdivision or consolidation conforms to the requirements of Montgomery County.

4.

Any residence constructed in ROLLING FOREST Subdivision must have a total living area of no less than 1,500 square feet. If two-story at least 1,500 square feet shall be on the ground floor exclusive of open or screened porches, terraces, driveways, carports and garages.

5.

All lots or building sites in ROLLING FOREST Subdivision except Lots 1, 2, 3 and 31-40 of Block 2, and Lots 1, 2, 3, 16 - 21 of Block 1, which shall be known as commercial lots and shall be separated from residential lots by a seven foot solid fence at such time as construction thereof occurs, shall be used for single-family residential purposes only and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single-family residence which shall not exceed two-stories in height, and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters for bona-fid servants.

6.

No sign, advertisements, billboards, or advertising structure of any kind may be erected, or maintained on any residential lot without the consent in writing by the Committee, except "For Sale" signs not larger than five-hundred seventy-six (576) square inches. The Committee shall have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structure which is placed on the any lot without such consent and in so doing shall not be liable, and h

986-01-1521

hereby expressly relieved from any liability, for trespass or any other sort in connection with or arising from such removal.

7.

No radio or television aerial, pole or other framework, structure or device which will project more than ten feet (10') above the uppermost roof line of the residence shall be erected on any lot or attached to any of the improvements thereon, without the prior consent of the Committee.

8.

Driveway turnouts or any curb removal and replacement shall be done in accordance with the requirements of the governmental body having jurisdiction.

9.

No privy, cesspool or shall be placed or maintained on any part of the property in ROLLING FOREST Subdivision without the consent in writing of the Committee.

10.

No building material of any kind or character shall be placed on the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush, scrap materials, or refuse of any kind resulting from the improvements being erected on any site shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, such materials shall be removed immediately from the property.

11.

No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

12.

No sheep, goats, cattle, swine, or chickens shall ever be kept or harbored on any part of said property, except that bona-fide domestic pets or horses may be kept, unless and until such pet, pets or horses shall determined to be a nuisance by the Committee as provided in Paragraph 11.

13.

No trash, manure, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot nor may any of such materials be burned on the premises except in an incinerator assigned for the purpose and approved by the Committee.

14.

Each owner of a lot in ROLLING FOREST Subdivision binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in ROLLING FOREST Subdivision shall, in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of the necessity that the lot be maintained. If within two weeks after such notification mailed to the last address of owner furnished by the owner to the Committee, the request has not been complied with, the Committee is hereby directed to have such work done at the expense of the lot owner, who agrees hereby to pay the same forthwith after completion of the work.

986-01-1522

15.

In the event any one or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid by reason of abandonment, waiver, or judicial decision, same shall in no way affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

16.

If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Committee, on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant either to prevent him or them from doing or to recover damages or other dues for such violation for the benefit of any owners of sites in said subdivision as their interest may appear.

17.


These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, its successors and assigns, and all persons or parties claiming under it, for a period of ten (10) years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless the then owners of more than sixty percent of the lots in ROLLING FOREST Subdivision as originally platted shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten-year period in which it is executed and recorded.

18.

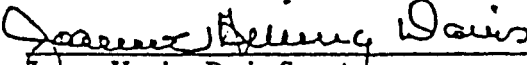
These covenants and restrictions may be amended in whole or part at any time by documents signed by sixty percent of the owners of lots in Rolling Forest Subdivision as originally platted and said amendment filed of record in the Real Property Records of Montgomery County, Texas.

HERRING DEVELOPMENT INC.

By:


Beau S. King
President

ATTEST:


Joanne Herring Davis, Secretary

986-01-1523

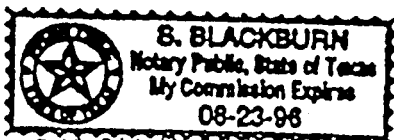
THE STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Beau S. King, President of Herring Development Inc., a Texas Corporation, 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 20th day of April, A.D. 1994.



Notary Public Printed Name: S. Blackburn

My Commission Expires: 08/23/98

[Signature]
Notary Public in and for the State of Texas

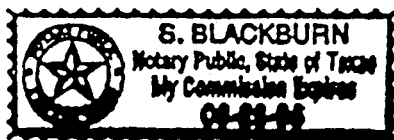
THE STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Joanne Herring Davis, Secretary of Herring Development Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 20th day of April, A.D. 1994.



Notary Public Printed Name: S. Blackburn

My Commission Expires: 08/23/98

[Signature]
Notary Public in and for the State of Texas

FILED FOR RECORD

94 JUN 30 AM 11:49

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number 986-01-1523 on the date and at the time stated herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

JUN 9 0 1994



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RETURN TO:

HERRING DEVELOPMENT
P.O. Box 13172
HOUSTON TX 77019