

CCR  
8436890AMENDMENT TO  
RESTRICTIONS AND AGREEMENT ESTABLISHING  
MAINTENANCE CHARGE FOR ROLLING FOREST SUBDIVISION

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

That, HERRING DEVELOPMENT, INC., A Texas Corporation, hereinafter called Grantor, being the owner of more than sixty percent of the lots in that certain subdivision known as ROLLING FOREST, according to the plat of said subdivision filed for record in the office of the County Clerk of Montgomery County, Texas, on December 9, 1981, at Cabinet and Sheet C-191-A of the Map Records, and desiring to amend those certain Restrictions of record at File No. 8211705 of the Real Property Records of Montgomery County, Texas, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements, liens and charges as if set out in full in said contract or deed or referred to in any contract or deed. The Amended Restrictions and Agreements Establishing Maintenance Charge for Rolling Forest Subdivisions shall read as follows:

## RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, walks and road to the use of the present and future owner of said lots, there shall be and are hereby reserved by Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof:

1.

GRANTOR reserves the necessary utility easements and rights-of-way, as shown on the aforesaid map of ROLLING FOREST subdivision, recorded in the Montgomery County Map Record, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Montgomery County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers, fences, streets, walks, gates or any other utility or service which GRANTOR may find necessary for the purpose of proper service of lots in said Subdivision.

2.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

3.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in the Rolling Forest Subdivision, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the fences, entrance markers, streets, walks, water, gas, sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereon constructed by GRANTOR or public utility companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of Rolling Forest Subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any party is hereby expressly reserved for purposes of providing public services.

4.

If, after the expiration of five (5) years from the date of the closing pursuant to which Grantor has conveyed the Subject Property, actual construction thereon of a building shall not have begun, 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.

The Committee shall function as 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 IV 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 the 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.

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 Committee 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 Committee. Such fee shall be assessed by the Rolling Forest Subdivision Committee.

#### RESTRICTIONS

1.

No buildings or structures (including, but not by way of limitation, air conditioning towers and swimming pools) or any additions thereof, or any alterations thereof, shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the Committee or anyone unto whom the Committee may delegate such rights, shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the single location, 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 provisions 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 not less than 1,250 square feet, if two-story at least 1,250 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, 2, and 31-4 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 thereon 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 on 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 fide servants; provided however, a mobile home may be placed on the rear one-third of each lot. The front two thirds of each lot shall conform with resident restrictions indicated in Article 4 of Page 3. All mobile homes shall be skirted, not over 10 years old, and in a neat and clean condition when placed on any lot in said subdivision.

## 6.

No structure of a temporary character such as a tent, shack, barn, or other structure or building other than a mobile home, or modular or prefabricated home shall be erected upon or placed upon said property. No mobile home, modular or prefabricated home or any permanent residential structure shall be erected upon or placed upon the property that has not been approved by the Architectural Control Committee to be elected by the Property Owner's Association composed of the owners as herein defined. no residence, house, garage or other structure appurtenant thereto, shack or other building shall be moved upon any lot or tract from another location except such temporary office buildings,

storage areas, portable toilet facilities or sales offices which are temporarily necessary, during the period of and in connection with the sale of lots, construction or selling of other improvements of the property without the express written consent of the Property Owner's Association. No residence shall be placed nearer than twenty-five (25) feet from the front line of any lot or tract, and all outbuildings must be not less than sixty feet (60) from the sidelines of any tract or lot or easement thereon. All building exteriors must be completed within four (4) months after foundations are poured or construction commenced and must be constructed of first class materials which have been approved by the Architectural Control Committee of the Property Owner's Association. No mobile home, or prefabricated or modular home shall be less than twelve (12') feet wide by fifty-five feet (55') long. In the event that any plans or specifications are submitted to the Architectural Control committee as provided herein, and such submission, approval by the Committee shall be required, and full compliance with this section shall be deemed to have been accomplished. All mobile homes must be removed by June 1, 1988. All mobile homes must be skirted with skirting approved by the Architectural Control Committee. All mobile homes must be placed on the rear one third (1/3) of each lot.

7.

No building shall be erected, attached, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height and a private garage for not more than four (4) motor vehicles and quarters for bona fide servants domiciled with an owner or tenant. None of said lots shall be resubdivided in any manner except that any person owning two or more adjoining lots may subdivide or consolidate such lots into a building site or sites with the privilege of constructing improvements as permitted by the provisions of this Declaration on each resulting building site provided that the total number of detached single family dwellings to be built on each of the resubdivided or consolidated building sites shall not exceed the number of original lots which have been resubdivided or consolidated, otherwise only one residence per lot may be built on the property. No rent houses other than the primary residence will be permitted and the lots shall be single ownership units. Barns are permitted for the keeping of animals as permitted by the provisions hereof if any such barn is built of new materials, is kept painted or stained and is otherwise clean, well maintained and in safe condition.

8.

If the declarant, or any one of the future owners of this Subdivision, their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the Subdivision or any holder of a lien against the property within the Subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no way affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect. Failure to enforce any covenant, condition, restriction or reservation herein contained shall in no event be deemed a waiver of the right to do so at any time hereafter .

9.

The Rolling Forest Property Owner's Association (herein called "Property Owner's Association") shall be organized and formed for the purpose of providing for and promoting the health, safety and welfare of the members, to collect annual maintenance charges, to administer the Rolling Forest Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of all property within Rolling Forest

Subdivision and such other purposes as are deemed related thereto. Each owner of a tract or lot shall automatically become a member of the property Owner's Association and shall remain a member until his ownership ceases. The Association shall have two classes of voting membership: (1) Class A members shall be all of the members of the Property Owner's Association with the exception of Declarant. Class A members shall be entitled to one vote for each lot owned in Rolling Forest. When one or more persons holds such interest or interests in any such lot, all such persons shall be members, but they shall only have one vote with respect to any one lot. (2) Class B members shall be the Declarant. The Class B member shall be entitled to five votes for each lot in Rolling Forest Subdivision which it owns. Class B membership shall cease upon the earlier of the following events: (a) total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (b) on September 1, 1984. Upon cessation of Class B membership, Declarant shall be a Class A member of the Property Owner's Association with voting rights based on the total number of lots owned by Declarant.

## 10.

All fences in front of the building setback line; (twenty-five feet (25') from front property line of a lot) shall be of wood, cyclone or other ornamental construction.

## 11.

Regular household pets (such as dogs and cats) and poultry are permitted. No more than five (5) items of poultry per acre shall be allowed. No hogs or pigs may be maintained on any lot. Other farm animals, including horses, are allowed not to exceed two (2) animals per acre. Two (2) farm animals and five (5) items of poultry may also be kept on any lots which are less than one acre in size. Farm animals and poultry must be maintained under fence at all times when not being used for purposes of transportation.

## 12.

No oil well drilling, oil development operations, oil refining, sand, stone or mineral quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted on a Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals, except temporary drilling rigs for the discovery of water for residential purposes or personal use shall be erected, maintained or permitted on any Lot. No timber larger than six inches (6") in diameter at a height of four feet (4') from the ground may be removed from any Lot, except for the purposes of construction or placing of single family residences or other permitted appurtenances so long as there is alien on any such Lot without specific written approval of the lienholder, which such approval shall not be unreasonably withheld. Commercial timber cutting on any Lot is prohibited.

## 13.

No truck, bus, boat trailer or any commercial vehicle shall be left parked in the street or roadway in front of any Lot except for construction or repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, trailer or any commercial vehicle shall be parked on the driveway or any portion of any Lot closer than fifty feet (50') from the front property line of any Lot. This provision does not apply to pick-up trucks or vans used for personal family transportation.

14.

Definitions as used in this Declaration:

(a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot in the Rolling Forest Subdivision in Montgomery County, Texas; including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(b) "Property" or "The Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Property Owner's Association.

(c) "Subdivision" shall mean the Rolling Forest Subdivision according to the map or plat thereof recorded in Cabinet C-191-A of the Map Records of Montgomery County, Texas.

(d) "Lot" shall mean and refer to that portion of any of the individually numbered plots of land (numbered -70) shown upon the plat and subdivision map of the Rolling Forest Subdivision recorded in Cabinet C-191-A, File No. 8211705 of the Map Records of Montgomery County, Texas.

(e) "Declarant" shall mean and refer to Herring Development, Inc., its successors and assigns, if such successors or assigns shall take over the development of the Rolling Forest Subdivision in Montgomery County, Texas.

15.

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. The Committee shall have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other sort in connection with or arising from such removal.

16.

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.

17.

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

18.

No privy, cesspool or water well shall be placed or maintained on any part of the property in Rolling Forest Subdivision without the consent in writing of the Committee.

19.

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.

20.

No nuisance shall ever be created 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.

21.

No trash, manure, garbage, putrescible matter, junk cars, garbage dumps 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.

22.

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.

23.

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.

24.

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 covenants 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.

25.

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 Rollings Forest Subdivision as originally platted shall execute and record an instrument to become operative 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.

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 King  
Beau King, President

ATTEST

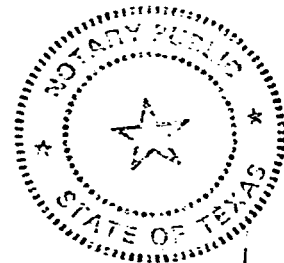
Joanne Herring  
Joanne Herring, Secretary

THE STATE OF TEXAS           §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Beau King, President of Herring Development, Inc., a 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 7th day of July, A.D. 1984.

Lois H. Kern  
Notary Public in and for the State of Texas  
My commission expires: OCT 27 1987





SMSA EXEMPTION STATEMENT

Name of Developer: HERRING DEVELOPMENT, INC.  
 Agent for Service: Beau S. King  
 Address: 3195 Inwood Drive  
 Houston, Texas 77019  
 Jurisdiction: HERRING DEVELOPMENT, INC. submits to the  
 Jurisdiction of the State of Texas.  
 Name of Subdivision: ROLLING FOREST SUBDIVISION  
 Location: .4 miles north of the intersection of  
 FM 149 and FM 1488, Montgomery County,  
 Texas.  
 SMSA: This subdivision is part of the Houston  
 Standard Metropolitan Statistical Area.  
 Liens: There are no liens against the property.  
 Reservations: There is a 15 foot utility easement  
 reserved on either side of all dedicated  
 roadways and a 20 foot drainage easement  
 on lots 12, 13, 42 and 43 of Block 3,  
 and lots 16, 17, 23, 24, 33, and 34 of  
 Block 2. All easements and reservations  
 are set out in the Recorded Plat or  
 Subdivision Restrictions.  
 Taxes: The taxes on each lot are not set as of  
 this date; however, the developer esti-  
 mates said taxes to be approximately  
 \$75.00 per annum.  
 Assessments: The property may become subject to an  
 assessment by the Rolling Forest Associa-  
 tion in an amount to be determined by  
 said Association and as provided in the  
 restrictions. No Assessment has been  
 approved by the Association at this time.  
 Restrictions: See attached. The restrictions can be  
 enforced by any property owner or the  
 Rolling Forest Association.  
 Adverse Claims: None.  
 Utility Cost Estimates: As of January 1, 1982, the cost to obtain  
 utilities to the lots in Rolling Forest  
 are as follows:

<u>Lot No.</u>	<u>Water</u>	<u>Electric</u>	<u>Telephone</u>	<u>Septic Tank</u>
All lots	\$450.00	\$200.00	\$50.00	\$1500.00
	Tap Charge	Connection Fee		Installation Cost

The water system will be installed by either the developer or a third party. The system is approved by the State of Texas.

Other: Before constructing a house or other improve-  
 ment, a building permit from the County of  
 Montgomery, a septic tank permit from the  
 Montgomery County Health Department and  
 approval of plans by the Rolling Forest  
 Association must be obtained.

I affirm that to the best of my knowledge the information contained  
 in this SMSA Exemption Statement is accurate and complete.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

RECORD

1984 JUL 30 PM 12:35

*Roy Harris*  
 COUNTY CLERK  
 MONTGOMERY COUNTY, TEXAS

HERRING DEVELOPMENT, INC.  
 By \_\_\_\_\_  
 Beau King, President

STATE OF TEXAS )  
 COUNTY OF MONTGOMERY )  
 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  
 Montgomery County, Texas

JUL 30 1984



*Roy Harris*  
 COUNTY CLERK  
 MONTGOMERY COUNTY, TEXAS