

123-01-0946

RESTRICTIONS AND AGREEMENT ESTABLISHING
MAINTENANCE CHARGE FOR ROLLING FOREST SUBDIVISION

8211705

THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

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REAL PROPERTY RECORDS

That, HERRING DEVELOPMENT, INC., A Texas Corporation, hereinafter called Grantor, being the owner of that certain 142.123 acres out of Robin George Survey, A-469, Montgomery County, Texas, which has heretofore been platted into 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 create and carry out a uniform plan for the improvements, development and sale of all of the lots in said ROLLING FOREST Subdivision 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.

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 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 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 a 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.

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 size, 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 in 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 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 1,2,3, and 31 through 40 of Block 2 and Lots 1,2,3,16,17,18,19,20 and 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 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 fide 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 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.

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 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.

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 be 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.

15.

123-01-0950

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 wise 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 covenants and 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 document signed by sixty percent of the owners of lots in Rolling Forest as originally platted and said amendment filed of record in the Real Property Records of Montgomery County, Texas.

HERRING DEVELOPMENT, INC.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I HEREBY CERTIFY that this instrument was filed in file number 123-01-0950 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.

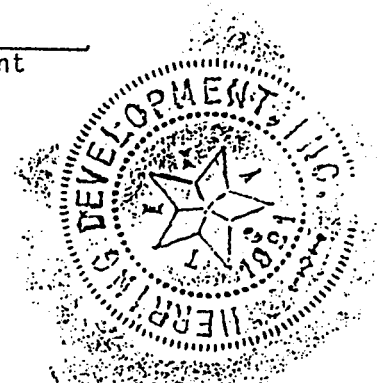
By Beau King
BEAU KING, President

ATTEST

Joanne Herring
Joanne Herring, Secretary

MAR 30 1982

Roy Harris
COUNTY CLERK,
MONTGOMERY COUNTY, TEXAS



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 27th day of January, A.D. 1982

Daniel Bruce Beeler
Notary Public in and for Harris County, Texas

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FILED FOR RECORD
DANIEL BRUCE BEELER
Commission Expires

1982 MAR 30 PM 1:37

RETURN TO

BRUCE Beeler
728 Kuhlman
Houston, Tx 77024
(713) 757-2

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

