

NO. 54,949

STATE OF TEXAS
COUNTY OF HARRISY
X
X

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. A. KELLY, TRUSTEE, owner of that certain Subdivision known and described as ROLLING HILLS COLONY, Section II, in Waller County, Texas, as shown by the plat of said Subdivision, recorded under County Clerk's File No. 54,451, in the records of the Office of the County Clerk of Waller County, Texas, do hereby create and establish the following restrictions, restrictive covenants and easements affecting the use and occupancy of the lots and tracts in said Subdivision:

PART ONE

- (1) These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in ROLLING HILLS COLONY and for the maintenance and preservation of its uniform desirable character and are to run with the land and shall be binding on all parties until September 1, 1984, at which time all such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless, by vote of the then owners of the majority of the lots in such Subdivision, it is agreed to alter, amend or rescind the same in whole or in part.
- (2) These restrictions shall be binding upon the owners of all lots in said subdivision and on all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect of any of such lots it shall be the legal right of any other person owning any interest in any property in the Subdivision to institute and maintain any proceeding at law or in equity against the person, or persons violating or attempting to violate any of such restrictions; provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations or breaches committed during his or her ownership and control of said property. Failure to enforce any restriction herein contained shall not be deemed to be a waiver of the right to enforce such restriction at any time thereafter as to the same violation or breach or as to any other violation or breach occurring either prior or subsequent thereto.

PART TWO

- (3) All of the lots in said Section II are designated as residential lots and shall be used for residential purposes only as hereinafter more particularly provided.
- (4) Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on the front seventy (70) feet of any residential lot in said Subdivision. Such residence or dwelling unit shall contain not less than One Thousand (1,000) square feet of floor space; provided, however, that two hundred (200) square feet of such floor space may be in an open or screened porch, but not less than eight hundred (800) square feet of floor space shall be enclosed living area, exclusive of open or screened porches, breezeway or

garage.

- (5) One single family, guest house containing not less than eight hundred (800) square feet of building area including open or screened porches or breezeways, may be constructed on the rear of any lot after the completion of construction of the main dwelling unit, but no part of such temporary dwelling unit or guest house shall be closer than one hundred (100) feet to the front property line.
- (6) Neither the main dwelling unit nor the guest house nor any other building on the premises shall be constructed of "boxed" or "sheet metal" construction and all improvements in the Subdivision shall be constructed in a substantial workmanlike manner to correspond with the character of the neighborhood. All exterior woodwork of all houses and buildings in said Subdivision shall be painted with at least two coats of paint, varnish or stain immediately upon completion and before occupancy.
- (7) No residence or dwelling unit shall be constructed or permitted on any residential lot containing less than Six Thousand (6,000) square feet of surface or in violation of the terms of the written dedication of the plat of the Subdivision.
- (8) No old or existing house or structure or automobile trailer house shall be moved or placed on any lot in the Subdivision.
- (9) All improvements placed on any lot in the Subdivision shall be erected and used so as to front upon the street that such lot faces, except that on any corner lot the garage and guest house may be erected and used facing on the side street. A corner lot shall be deemed to front on the street on which it has the narrower frontage.
- (10) No tent, shack, barn or shed used or intended to be used for the purpose of human habitation shall be erected, placed or permitted to remain on any lot in said Subdivision.
- (11) All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks constructed to comply with the specifications of State and local health authorities and no "outside" or "surface" toilets shall be permitted under any circumstances. Each septic tank shall serve not more than one residence and guest house located on the same lot. No part of the drain field for any septic tank on any lot in Block Two (2) shall extend within sixty (60) feet of the lot property line

abutting on the lake and the septic tank drain field on such lots shall be so constructed and maintained to prevent any drainage therefrom into the lake.

- (12) No building or structure of any kind shall be erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision.
- (13) The original Architectural Control Committee will be composed of E. A. KELLY, C. C. McMILLIAN and BRITTON P. LAUGHTER, JR. Action of any two members of the Committee shall constitute the action of the Committee. Each of the original members may by instrument in writing designate an alternate member to serve in his place on said Committee either permanently or for a limited time. In case of the death, absence or inability to act of any member or members of the Committee, the remaining member or members of the Committee present and acting may designate and appoint in writing an alternate member or members to act until the regular

member or members return to active participation. Any plans and specifications passed upon by one or more alternate members of such Committee shall have attached thereto a signed copy of the instrument appointing such alternate member. The Committee so constituted may, at any time, delegate and transfer all of the powers and privileges herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by democratic process by all of such lot owners.

- (14) The Architectural Control Committee shall have the right and duty to examine and consider all such building plans, specifications, and plot plans to assure compliance with the minimum provisions herein set out and shall approve or disapprove the same within fifteen (15) days following their submission. Approval or disapproval of the plans and specifications by the Architectural Control Committee shall be prima facie evidence of the sufficiency or insufficiency thereof. No member of the Committee shall be liable for damages to any person or under conditions for any action taken in approving or disapproving any such plans and specifications.
- (15) No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on any residential lot of such Subdivision, except that suitable signs for the sale of lots or residences, may be placed upon the site that is for sale.
- (16) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits or other animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals provided that the occupant of each residence may keep domestic animals for his own use and pleasure, including not more than one milk cow and one horse or mule. No commercial dog kennel shall be maintained in the Subdivision.
- (17) No public nuisance or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.
- (18) The use or discharge of pistols, rifles, shot-guns, or other firearms is expressly prohibited on any part of the property.
- (19) All buildings in the Subdivision shall conform to the building setback lines as shown on the recorded plat and dedication of the Subdivision, and no residence or dwelling shall be constructed closer than five (5) feet to the side property line of any residential lot on which it is located.
- (20) No building, structure, or any part thereof, shall be constructed or permitted to extend over or encroach upon any street or utility easement as shown by the plat of this subdivision.
- (21) All grants, sales, and conveyances of lots shall be subject to the street and utility easements as shown by the plat of said Subdivision and shall be further subject to these restrictions.
- (22) Lots One (1), Three (3), Four (4), Five (5), Six (6), Nine (9), Ten (10), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Two (2), Section Two (2) abut upon a private lake for the use of all of the owners of property in ROLLING HILLS COLONY and in the event the actual water level in said lake at any time does not reach the property line of any of the above described lots, the owner or owners of each such lot shall have an exclusive easement on, over and across any such land between the lot property line and the water's edge and shall have the right to exclude any person therefrom, provided that such right and ease-

ment shall not permit or include the construction or establishment of any form of obstruction to the free, uninterrupted flow of water in the lake adjacent to such property or limit in any way the privilege of any person rightfully using such lake to make use of the waters adjacent to and abutting on any such lot.

- (23) Each owner of a lot abutting on the lake shall have the right to construct and maintain a boat dock or fishing pier extending into the lake abutting such lot for a distance not greater than twenty-five (25) feet from the lot property line; provided that at any point on the lake frontage where the width of the lake measured at right angles to the property line is less than one-hundred (100) feet, such boat dock or fishing pier shall not extend for a distance greater than one-fourth (1/4) of the width of the lake at such point.
- (24) Each owner or occupant of any lot in ROLLING HILLS COLONY shall take notice that in the event of heavy rain, the water level of the lake will rise above the level of the spillway on the dam and no such owner or occupant shall have any claim or right

of action for damages caused by the temporary inundation of any part of such property by a rise in the level of the lake resulting from such heavy rain.

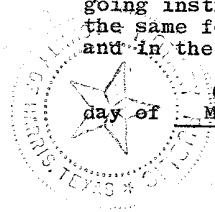
- (25) The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the Subdivision, and thereby make it a desirable residential section; and in order to accomplish this purpose and objective, it shall be the right and privilege of any owner of property in the Subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any of such restrictions by any purchaser, the seller shall not be in any way responsible, either financially or otherwise, but will use reasonable efforts, personally or through sales representatives, to adjust any such violations.

EXECUTED at Houston, Texas, this 6th day of May, 1965.

E. A. Kelly
E. A. KELLY, TRUSTEE

STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared E. A. KELLY, TRUSTEE, known to me to be the person whose name is subscribed to the above and 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 this 6th day of May, 1965.

(Madge D. O'Brien) *Madge D. O'Brien*
Notary Public in and for
HARRIS COUNTY, T E X A S

Filed for record June 30 , A. D., 1965 at 8:00 o'clock A. M.
 Recorded July 6 , A. D., 1965 at 10:00 o'clock A. M.

DICK CUNY, County Clerk, Waller County, Texas.

By Guarita Hand Deputy

No. 54,950
 A-102-TRUSTEE'S DEED.

MARTIN Stationery Co., Dallas

THE STATE OF TEXAS,
 COUNTY OF HARRIS

Know All Men By These Presents:

WHEREAS, On the 16th day of August A. D. 1963

WILEY MCCUTCHEON

executed and delivered to Adolph Uzick as Trustee,
 a Deed of Trust of said date, which is of Record in book Vol. 21 page 434 of the Records of
 Deeds of Trust of Waller County, Texas, whereby, for the purpose of securing the payment of
 certain indebtedness set out in said Deed of Trust, Wiley McCutcheon
 Granted, Sold and Conveyed to the said Trustee in trust, the following described property, lying and being in the
 County of Waller and State of Texas, viz:

First Tract: All that certain tract or parcel of land known as
 Outlot No. 39 of the Town of Brookshire, as the same is de-
 delineated upon and represented by that certain map or plat
 recorded in Vol. 14, Page 380, Deed Records of Waller County,
 Texas;

Second Tract: Lots Nos. 1 and 2 of Block 50 of the Original
 Town of Brookshire, as said lots and said block are delineated
 upon and represented by that certain plat of said original
 Records of Waller County, Texas.

TO HAVE AND TO HOLD the herein described premises, together with all and singular, the rights and appur-
 tenances thereto in any wise belonging unto the said Trustee, and to the successor or substitute in this trust, and to
 his assigns forever.

AND, WHEREAS, Default has been made in the payment of said indebtedness and the holder of said
 indebtedness has since said default, requested me, the said Trustee, to sell said property in accordance with
 the provisions of said Deed of Trust, for the purpose of paying said indebtedness; and, whereas, pursuant to said
 request and to the provisions of said Deed of Trust, I proceeded to sell said property at public auction, at
 Waller County Courthouse between the hours of ten o'clock A. M. and four o'clock P. M. on Tuesday
 the 6th day of October A. D. 1964 after having given public notice
 of the time, place and terms of such sale, as required by the terms of said Deed of Trust by posting
 such notices at the following places:

One at the City Cafe, Brookshire, Texas
 One at the Courthouse, Hempstead, Texas
 One at the Post Office, Waller, Texas

AND WHEREAS, At such sale said property was struck off to _____ for the price and
 sum of Two Hundred (\$200.00) ----- DOLLARS,
 he being the best and highest bidder for the same, and said sum being the best and highest bid
 therefor; now, therefore

KNOW ALL MEN BY THESE PRESENTS, That I, Adolph Uzick,
 of Harris County, Texas, Trustee as aforesaid, by virtue of the