

Filed for Record April 18 A. D. 1972 at 11:50 o'clock A. M.

Recorded April 24 A. D. 1972 at 9:30 o'clock A. M.

DICK CUNY, County Clerk, Waller County, Texas.

By Linda Wallingford (sig.) Deputy

DEED RECORDS  
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STATE OF TEXAS X  
X KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WALLER X

THAT I, C. C. McMILLIAN, owner of that certain subdivision known and described as ROLLING HILLS COLONY, SECTION SEVEN in Waller County, Texas, as shown by the plat of said subdivision, recorded under County Clerk's File No. 74200 in the records of the Office of the County Clerk of Waller County, Texas, joined herein by ANNIE C. WALLINGFORD, a widow, the holder of the first mortgage indebtedness on such property, 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:

PAPT ONE

- (1) These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in the subdivision 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 subdivision 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 any lot in said subdivision. Such residence or dwelling unit shall contain not less than 500 square feet of heatable floor space.
- (5) The main dwelling unit and all other buildings on the premises 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.
- (6) No residence or dwelling unit shall be constructed or permitted on any residential lot containing less than 5000 square feet of surface or in violation of the terms of the written dedication of the plat of the subdivision.
- (7) 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 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) The original. Architectural Control Committee will be composed of JOHN F. DONNELLY, C. C. McMILLIAN and JAMES LEE CECIL. 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 t 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.

- (12) The Architectural Control Committee shall have the right 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.
- (13) 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 a site that is for sale.
- (14) 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.
- (15) 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.
- (16) The use or discharge of pistols, rifles, shotguns, or other fire arms is expressly prohibited on any part of the property.
- (17) 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.
- (18) No building, structure or part thereof, shall be constructed or permitted to extend over or encroach upon any street or utility easement as shown on the plat of this subdivision.
- (19) All grants, sales and conveyances of lots shall be subject to street and utility easements as shown by the plat of said subdivision and shall be further subject to these restrictions.
- (20) Each owner or occupant of any lot in ROLLING HILLS COLONY shall take notice that the seller thereof shall not be held responsible for damages caused by any act of providence such as hurricanes,

tornados, heavy rains, floods, droughts, fire, etc.

(21) No old or existing house shall be moved upon, any lot in Section seven of ROLLING HILLS COLONY, provided, however, mobile homes and prefabricated homes meeting the following requirements may be placed on any lot in Section Seven:

- (A) Shall contain not less than 500 square feet of heatable floor space.
- (B) Shall be examined prior to being placed on any lot and approved in writing by the seller or his assigns and the Architectural Control Committee.
- (C) Shall be immediately connected to existing water mains.
- (D) Mobile homes shall be under-pinned along all sides and ends.
- (E) Mobile homes placed upon lots in Block\_\_\_of Section Seven of ROLLING HILLS COLONY SUBDIVISION shall be parked parallel to the street on which the lot faces.
- (F) All mobile homes and prefabricated homes shall, in addition to the requirements set out in this paragraph, conform to all of the restrictions set out hereinabove so far as pertinent.

(22) 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 this 6<sup>th</sup> day of April, 1972

C.C.McMillian (sig.)  
C.C. McMillian

Annie. C. Wallingford (sig.)  
Annie C. Wallingford

STATE OF TEXAS        )  
County of Waller     )

Before me the undersigned

Authority in and for the County and State on this day personally appeared C.C. McMillian, 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 purpose and consideration therein expressed.

Given under my hand and seal of office this 18<sup>th</sup> day of April, 1972

Lois R Williams (sig.)

NOTARY PUBLIC IN AND FOR WALLER COUNTY, TEXAS

[Electronic COPY of instrument on file with Waller County Clerk]