

054897

ROLLING MEADOWS
AUBREY, TX

Declaration Of Covenants,
Conditions, And Restrictions

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**STATE OF TEXAS****COUNTY OF DENTON****KNOW ALL MEN BY THESE PRESENT THAT:**

WHEREAS, Miller-Jones & Associates, LLP comprised of Philip Müller and Richard David Jones hereinafter called "Declarant," is the owner of all that certain 187.877 acres of real property described as follows, to-wit:

Sections All that certain lot, tract or parcel of land, approximately 187.877 acres situated in the John Thomas Survey, Abstract Number 1240, Denton County, Texas, in accordance with the Plat thereof recorded in clerk's file # 96-R0022012 of the Real Property Records of Denton County, Texas;

WHEREAS, Declarant desires to provide for preservation of the values, esthetics and amenities of the above described property, and in order to insure the proper development and use of said property, the Declarant will convey the above described property, subject to certain mutually beneficial restrictions, protective covenants, conditions, easements, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that the property described hereinabove shall be held, occupied, sold, and conveyed, subject to the following mutually beneficial restrictions, protective covenants, conditions, easements, liens, and charges (hereinafter sometimes collectively referred to as "Restrictions and Covenants") which are for the purpose of protecting the aforesaid values, esthetics, and amenities of the property.

**ARTICLE I
DEFINITIONS**

The following words when used in the declaration (unless context shall prohibit) shall have the following meanings:

- A. "Property" shall mean and refer to all that 187.877 acres of real property described hereinabove.
- B. "Lot" or "Lots" shall mean and refer to any lot or lots shown on the recorded survey of the aforementioned Rolling Meadows Addition, out of said 187.877 acre property.
- C. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot, part of a lot, or portions or parcel of the property notwithstanding any applicable theory of mortgage or other security device, and shall not mean or refer to any mortgagee or trustee under a Deed of Trust unless such a mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**ARTICLE II
RESTRICTIONS AND COVENANTS**

SECTION 1: Each lot shall be used exclusively for single family residential purposes only and no building or structure shall be erected, altered or permitted to remain on any residential building lot described herein other than one (1) first class single family dwelling, not to exceed two stories in height with a private attached or detached garage for not more than four (4) cars, and any other outbuilding typical for single-family-use, such as but not necessarily limited to, a storage building for equipment necessary to maintain the property described herein, or a stable for not more than one horse per acre, (5 acres, five horses), or a servants' quarters containing not more than 1250 square feet of living area. No building or structure intended for or adapted to business purposes, and no apartment house, duplex, lodging house, rooming house, or other multi-family dwelling, mobile home, modular home, or manufactured home shall be erected, placed, permitted or maintained on any lot or on any part of the lot thereof.

SECTION 2: The total floor area of any main single story dwelling constructed on any lot, exclusive of open porches, breezeways, carports, and/or garages, shall be not less than 2000 square feet.

SECTION 3: The total floor area of any main two story dwelling constructed on any lot, exclusive of open porches, breezeways, carports, and/or garages shall not be less than 2200 square feet and the ground floor thereof shall be not less than 1600 square feet.

SECTION 4: Anything contained in this instrument to the contrary notwithstanding, no building, fence, wall, structure or other improvements of any character shall be erected, nor the erection thereof begun, nor changes made in the exterior design thereof after the original construction until a plot plan, plans, and written specifications showing the nature, kind, shape, height, materials, and locations of such aforesaid building, fence, wall, structure, or other improvements have been submitted to, and approved in writing by the Architectural Control Committee, (which approval shall not be unreasonable withheld) as to the conformity and harmony of external design, and appearance with respect to existing structures in the subdivision and as to location of any or all improvements with respect to topography, and to any or all improvements on surrounding lots within the development. A copy of the approved plans, and drawings must be furnished by the owner to the Architectural Control Committee and retained by such committee. Said approved plans shall consist of the following drawings to scale:

- A. A plot plan of the lot showing the location of all existing improvements, if any, and the location of all other improvements to be constructed on the lot.
- B. Plans for the building, structures, walls, fences, or other improvements shall be complete with respect to, but not necessarily limited to, orientation on the lot, foundation plans, floor plans, elevations showing exterior materials and colors to be used, and architectural details.

SECTION 5: No building shall be located on any lot less than 125 feet from the street or road upon which it fronts. With respect to corner tracts, the 125 foot set back is applicable to both streets or roads, and the front of said corner tracts shall mean the least dimension fronting on the abutting road and/or street. No building shall be located less than 50 feet from the interior lines of any tract.

SECTION 6: Not more than one residence shall be erected upon any one lot and shall face the street on which the lot fronts. Variances to the house direction will be considered by the Architectural Control Committee.

SECTION 7: In the event that a lot, or lots are subsequently re-subdivided; no re-subdivided lot shall have an area less than 5.0 acres, nor shall any dwelling be erected or placed on any such lot having an area less than 5 acres. No lot will be subdivided without written approval from the Architectural Control Committee or developer (Miller-Jones & Association, LLP). No lot owner will have the power to object to the developer re-subdividing lots before December 31, 1999.

SECTION 8: The exterior walls of each building or structure, exclusive of doors and windows, on any lot shall be of wood or vinyl siding, masonry, stucco, stone or brick. Any other exterior material must be specifically approved in writing by the Architectural Control Committee. All exterior wood work shall be stained or painted with a prime coat of paint or stain and a minimum of two coats of exterior paint over primed painted walls or another coat of stain and a third coat of sealer, or two coats of sealer over stained walls. Structures other than the main dwelling must have exterior walls and roof constructed of materials similar to, and in architectural harmony with the material or materials used on the exterior walls and roof of the said main dwelling.

SECTION 9: All roofs constructed on the main dwelling and/or other structure constructed on any lot shall be constructed of treated wood shingles, slate shingles, clay tile shingles, metal roofing shingles having earth tone colors, composition roofing shingles in earth tone colors having a minimum of 280 pounds per square and having a contoured appearance similar to wood or slate shingles, or of metal standing seam roofing of copper or terne plate. Any variance from this restriction must be specifically approved in writing by the Architectural Control Committee.

SECTION 10: No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the street. No stumps, trees, underbrush, or refuse of any kind, nor scrap material from improvements being erected on any lot shall be placed on any lot or street in the subdivision. All such material must remain on the lot on which construction work is in progress and upon completion of such improvements such material must be immediately removed from the property.

SECTION 11: No sign of any kind shall be displayed to the public view on or from any part of any lot, except signs (temporarily used by Declarant or any owner) having an area of not more than thirty square feet advertising the property for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on any lot.

SECTION 12: No individual sewage disposal system shall be constructed or placed on any lot within the development unless the system meets or exceeds the minimum requirements for septic systems required by the Denton County Health Department at the time such a system is constructed and placed on said lot and unless the owner has first obtained and has been granted a permit in writing from the Denton County Health Department or any other governmental agency having authority to grant a permit to construct said systems, and said permit has been prominently posted or displayed on the owner's lot.

SECTION 13: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 14: No mobile homes, prefabricated homes, modular homes or manufactured homes of any kind shall be erected, placed, maintained or in any manner used, as a residence or otherwise, on the hereinbefore described property or any part thereof. The construction and/or erection of new buildings and structures only shall be permitted on the hereinbefore described property and no existing buildings and/or structures shall at anytime be moved or relocated onto the above described property or any part thereof.

SECTION 15: When construction of a dwelling or other structure has been commenced, work must continue on said dwelling or other structure without interruption until the total project according to the plans and specifications approved by the Architectural Control Committee has been completed. The intent of this covenant is to insure completion of construction within a reasonable period of time, not to exceed one (1) year, and not to leave unsightly incomplete buildings on the lot.

SECTION 16: No more than one livestock animal will be permitted per one acre. (Five acres: Five horses) Livestock animals include: horses, cows, sheep, goats, etc. No more than one poultry animal will be permitted per acre. Swine will not be permitted. No exotic animals will be permitted which includes ostriches, emus, etc. Household pets such as dogs and cats will be subject to leash restrictions when on property other than owners', and likewise will not exceed two per acre. Homeowners will make every effort to contain household pets (i.e. dogs/cats) and all other animals within their property lines. Fencing, kennel, or leashes will be maintained in a neat, orderly, and humane manner.

SECTION 17: No fence shall be constructed or allowed, unless approval in writing shall be first obtained from the Architectural Control Committee. Road frontage (within 100 feet of the front property line) fencing will consist only of pipe, pipe and cable, or solid wood fencing not blocking view from public road. No barbed wire, picket, or brick security walls will be permitted on the road frontage of all lots. Fencing inside perimeters will be permitted for the purpose to contain animals or privacy. Picket, non-electric wire, or barbed wire fencing will be permitted within the perimeter of the owners' lot. All fencing installed will not restrict view of primary residence from public road. Side lot fencing on corner lots within the development must have a minimum set back of ten feet from the street boundary or private driveway. No electric fencing will be allowed, except during construction.

SECTION 18: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be screened from view so as not to be visible from the road or street except on garbage pick-up days. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pipe or unsightly objects shall be allowed to be placed or suffered to remain thereon.

SECTION 19: No trucks or motor transports in excess of 3 tons capacity shall be kept or parked on any lot or street of the addition.

SECTION 20: No lot or street shall be used as place to repair a motor vehicle or no dismantled or abandoned vehicle shall be kept or parked on any lot or on any street in the addition.

SECTION 21: No dwelling constructed on any lot shall have a front entry garage. All residential structures shall be constructed with a minimum two car garage; whether attached or detached and said garage shall have a rear entry or side entry so that no garage opening shall face on to the public street on which the house fronts.

SECTION 22: All butane tanks and other fuel storage tanks shall be buried underground, or shall be concealed with a fence or landscaped area.

SECTION 23: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

SECTION 24: Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.

SECTION 25: A motor boat, motor home, travel trailer, or horse trailer may be maintained, stored, or kept on any lot covered by these covenants only if housed completely within a structure or enclosure, or screened from the road and contiguous lots by trees or shrubs of sufficient height to hide said vehicle, and which has been architecturally approved by the Architectural Control Committee. The above mentioned vehicles shall be stored no farther forward than the primary residence.

SECTION 26: Enforcement of these "Restrictions and Covenants" shall be by any proceeding at law or in equity against any person violating or attempting to violate same either to restrain violation or to recover damages, and failure by the Declarant or any Owner to enforce any of the Restrictions or Covenants herein contained shall in no event be deemed a waiver to the right to do so thereafter.

SECTION 27: Invalidation of any of these Restrictions and Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**ARTICLE III
GENERAL PROVISIONS**

A. These "Restrictions and Covenants" are to run with the property and shall be binding on all parties claiming under them until August 1, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years unless 65% of the then owners of residential lots in said property agree to abolish or to change said "Restrictions and Covenants" in whole or in part and to record said changes; provided, however, that any such changes so recorded will not be effective until one year after recording; and further providing that the said changes shall not be applicable to existing buildings on said property.

B. Declarant, at its discretion, prior to the sale of the first lot in aforesaid development and prior to the recording of the deed to said lot, may abolish or amend said "Restrictions and Covenants" or may change them in whole or in part.

C. Except as provided in A and B of this Article III, said "Restrictions and Covenants" may be abolished, amended, and/or changed in whole or in part only with 65% consent of the owners of lots in Rolling Meadows as evidenced by a document in writing bearing each of their signatures during the primary 20 year period following the date of this declaration and thereafter by a document bearing signatures of not less than 65% of said owners.

D. If the parties hereto, or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to receive damages or other dues for such violation. The prevailing party in any suit instituted to enforce these restrictions and covenants shall be entitled to recover its reasonable attorney's fee and other cost of suit.

E. Invalidation of one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE**

SECTION 1: The Architectural Control Committee shall be composed of, Philip Miller, Marilyn Miller, Richard Jones, and Elizabeth Jones which committee and successors are hereby vested with full rights and authority to act as such under the provisions of these restrictions. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall not be liable in damages to anyone submitting plans to it for approval, or to any owner or occupant of the properties by any reason of error or mistake in judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve any such plans.

SECTION 2: In the event said Architectural Control Committee, or its designated representative, fails to approve or disapprove in writing, any design or location within ninety (90) days after plans and specifications have been submitted to it, then, in that event, such approval will not be required and the covenants concerning same contained in these restrictions shall be deemed to have been fully complied with.

Philip Miller
Miller Jones & Associates, LLP
General Partner - Philip Miller

Rebecca Arnold
Witness

THE STATE OF TEXAS
COUNTY OF DENTON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 6th DAY OF AUGUST
DAY OF AUGUST, 1996, BY PHILIP MILLER AND REBECCA ARNOLD.



Jodi S. Jones
NOTARY PUBLIC, STATE OF TEXAS

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