

**Declaration of Restrictive Covenants of the  
Rolling Meadows West Addition**

**Basic Information**

**Date:** February 11, 2022

**Declarant:** Rolling Meadows Inc., a Texas corporation

**Declarant's Address:**

Rolling Meadows Inc.  
3362 SSW Loop 323 Unit A  
Tyler, TX 75701

**Property:** All of Lots 1, 2, 3, 4, 5, 6 and 7, Rolling Meadows West subdivision, as shown on the plat recorded at Cabinet F, Slide 263-D, filed on July 12, 2021, in the plat records of Smith County, Texas, and all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 28, Rolling Meadows West, Unit Two, subdivision and all as shown on the plat recorded at Cabinet F, Slide 292-A, filed on December 8, 2021, in the plat records of Smith County, Texas.

**Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Rolling Meadows Inc., a Texas corporation, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Development Period" means the period of time until Declarant has sold each and every Lot to an Owner other than Declarant.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded on July 12, 2021 at Cabinet F, Slide 263-D of the real property records of Smith County, Texas, along with the Plat of the Property recorded at Cabinet F, Slide 292-A, filed on December 8, 2021, and any replat of, amendment to, or addition to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in

exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference. Declarant reserves a utility easement as shown on the recorded Plat of the Subdivision for the installation, maintenance and replacement of utilities serving the Subdivision, including, without limitation, water, gas, electricity, telephone and cable. Declarant shall have the right to dedicate such utility easement to the public or any utility service provider.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or

a Structure in an Easement. Notwithstanding anything to the contrary herein, an Easement holder shall not damage driveways and sidewalks located along streets in the Subdivision and shall be liable for repair of same if Easement holder damages such driveways and sidewalks.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Declarant reserves, for the benefit of the Declarant, a perpetual Common Area easement as designated on the Plat, if any Common Area is so described on the Plat. The Declarant shall have the right, but not an obligation, to maintain the Common Area at Declarant's sole and absolute discretion.

6. If additional utility or drainage easements, whether or not contemplated or mentioned in this Declaration, between or across portions of the Subdivision are necessary and desirable to effectuate the purposes of this Declaration, then, upon the request of Declarant, and provided said proposed additional easements will not unreasonably interfere with the development, use, access to and occupancy of any Lot, each Owner agrees to grant such additional easements across such Owner's Lot, without charge therefor, subject to such reasonable terms and conditions as shall be agreed upon between Declarant and such Owner. Any such new easement or easements shall be signed by Declarant and/or all Owners of portions of the property which compose the land within such new easements and shall be recorded in the Official Public Records of Smith County, Texas.

7. The Property is subject to expansion by phasing. During the Development Period, Declarant has the right but not the obligation to annex to the Property any or all of the adjacent real property owned by Declarant, its members, affiliates and/or its principals including without limitation that real property described as 75.992 acres of land deeded to Meadows Homes LLC by Warranty Deed recorded in Instrument No. 20200100037603 of the deed records of Smith County, Texas, as well as the real property described as 75.683 acres of land deeded to David Bladimir Carrazco by Warranty Deed recorded at Instrument No. 202101019529 of the deed records of Smith County, Texas, and to subject such tracts to the Declaration by Declarant's recording an amendment of this Declaration, executed by Declarant, in the real property records of Smith County, Texas. The amendment of annexation must include a legal description of the additional real property or a reference to the recorded Plat by which additional real property is made a part of the Property. Furthermore, Declarant reserves the right to subdivide or re-subdivide, and/or plat or replat, all or any portion of this Property or adjacent without the consent of any Owner.

#### **C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

a. any activity that is otherwise prohibited by this Declaration;

- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any improper storage, burning, dumping of rubbish and trash;
- e. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed 2 confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
  - i. the renting of a portion of a Residence or Structure;
  - j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except –
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale;
  - ii. political signage not prohibited by law;
  - iii. any sign approved in writing by the Committee; and
  - iv. signage installed by Declarant intended to promote the community.

Declarant or any members of such Committee shall have the right to remove any prohibited sign, billboard or other advertising device found to be on any Lot in violation of these restrictions and shall not be liable therefore and are hereby expressly relieved from any liability for trespass

or other tort in connection therewith or arising therefrom such removal.

- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and
- q. drilling of oil wells, quarrying or mining operations of any kind; however, water wells, if permitted by law, may only be located behind the residence constructed on any Lot.
- r. cutting of any tree in excess of six inches (6") in diameter measured one foot (1') above the ground surface without the prior approval of the Architectural Control Committee.
- s. excavations, except in conjunction with construction of an improvement; however, when such improvement is completed, all exposed openings shall be back filled and graded within 72 hours.

3. *Protection of Natural Vegetation.* Within the Greenbelts of the Property, no owner or other party whomsoever shall cut or remove anything other than deadfall and brambles without the express permission of the Committee except with respect to those areas crossed by walkways and driveways as approved by the Committee.

4. *Recreational Vehicles.*

- a. Recreational Vehicles may be permanently parked no closer to the street than the back of the residence.
- b. Overnight occupancy of a recreation vehicle on any Lot is limited to not more than seven (7) consecutive nights without the express written permission of the Committee.

**D. Construction and Maintenance Standards**

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted other than those necessary for utility service to a Residence.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision. Outbuildings, if built, must be constructed of the same building materials as the Residence on such Lot and painted to match.
- b. *Maximum Height.* A Residence shall not exceed 2 stories. The maximum height of a Residence is forty-two (42) feet.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,200 square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat and are 40 feet from front lot line, 30 feet from rear lot line, and 10 feet from side lot line (where such side lot line borders a street the setback for such lot shall also be 10 feet from the side lot line facing a street). Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
- f. *Fences, Walls, and Hedges.* Fences built upon lots shall be wooden privacy fences of six feet in height, and may only be constructed along the rear and side boundary lines of each lot. No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences. All fences shall be 2-3/8" metal posts or 4" x 4" treated wood posts, with three (3) 2"x4" cross runs made of cedar or treated wood. Further, all pickets shall be 1" x 6' cedar or treated wood that is six feet (6') tall.
- g. *Antennas.* No antenna or associated wires may be visible from the street or be located behind the back setback line of any Lot.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Landscaping.* Landscaping must be installed within 90 days after occupancy.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition roofs of 25 year life or greater may be used on Residences and Structures. Roof pitch shall be 7/12 or steeper.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* All Residences must have at least 60 percent of their exterior walls, including exposed foundation, of brick, minus windows and doors.

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete.

e. *Lot Identification.* Lot address numbers must be shown on cast stone address panel built into each residence constructed on a Lot.

4. *Nature of Improvements.*

a. *Foundation.* All structures must have a permanent foundation.

b. *Minimums.* Minimum facility requirements for residences:

i. Adequate food preparation and storage facilities;

ii. Two or more separate bedrooms and the living area of each residence (exclusive of porches, patios, garage, terrace or driveways) shall not be less 1,200 square feet;

iii. Adequate and properly plumbed bathroom facilities;

iv. Appropriate and functional heating and cooling equipment;

v. Fully functional automatic smoke detection and reporting equipment; and

vi. Fully enclosed garage.

c. *Exterior.* Exterior walls must be constructed of durable and aesthetically

pleasing materials such as masonry, solid wood and other materials that may be approved from time to time by the Architectural Control Committee. Plywood sheathed walls and plastic or metal sidings are expressly prohibited.

d. *Roofing.* Roofing material may be any good quality product designed for such use and accepted by the Committee but may not be highly reflective such as bright, galvanized metal.

e. *Other structures.* Utility and other ancillary structures must be located behind the rear building line of the residence and shall be constructed of the same or similar material as the residence.

f. *Occupancy.* No dwelling may be occupied prior to the entire completion of the exterior of the structure. Entire completion includes, but is not limited to, general cleanup and removal from the Lot of all debris and unused construction materials.

g. *Utility Services.* All permanent utility service lines and/or pipes shall be underground from their point of availability to their respective destinations. A temporary overhead electrical line may be installed during the period of construction only but must be removed as soon as practical thereafter.

h. *Driveway Entrances.* Placement of each driveway entrance and final specifications must be approved by the Architectural Control Committee but must meet the following minimum requirements:

i. The driving surface of each driveway must be a minimum of twelve feet (12') wide.

ii. An apron must flare to the surface of the road providing approximately twenty-two feet (22') width of contact with the road surface.

iii. The entrance shall be composed of at least eight inches (8") crushed rock and must extend from the paved surface of the road to the outer edge of the ROW.

iv. Culverts, if required, must extend well beyond each side of the driving surface.

v. One landscape light fixture approved by the Architectural Control Committee similar to those installed along the hiking trails by Declarant must be installed approximately ten feet (10 ') inside the ROW on both sides of the driveway or at such other locations as directed by the Committee.



i. *Prohibited Structures.* Buildings or structures of any kind which do not comply with the land use and other restrictions contained herein as prohibited.

j. *General Appearance.* The general appearance of each Lot shall be maintained in a manner beneficial to the environment of the community and in conformity with the reasonable standards set by the Committee.

k. *Completion of Construction.* Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary and under no circumstances longer than nine (9) months without written approval of the Architectural Control Committee.

#### **E. Architectural Control Committee**

1. *Designation of Committee.* So long as Declarant owns a Lot within the development, the Architectural Control Committee (sometimes referred to as "Committee") shall consist of David B. Carrazco, David E. Carrazco and Andrew Carrazco. Thereafter, if Declarant owns no more Lots within the development, and has not appointed a Committee, upon a duly called meeting of the Owners as provided herein, a simple majority of a quorum of such Owners at such meeting can appoint a three member Architectural Control Committee.

2. *Function of the Committee.* No improvement, as the term is hereinafter defined, shall be erected, constructed, placed, altered by addition or deletion, maintained or permitted to remain on any portion of a Lot until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to, and approved in writing, by the committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and may impose fees to cover the cost of discharging its duties, enforcing design guidelines, enforcing the covenants and restrictions, and enforcing Committee decisions. The fees associated with the foregoing shall be determined and apportioned from time to time by the Committee. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

3. *Plan Requirements.* Plans and Specifications submitted for approval shall include all of the following that are applicable:

- a. A site plan showing all existing and planned improvements including walks, driveways and parking areas together with grading and methods of handling drainage;
- b. Exterior elevations showing materials, colors and textures;
- c. Structural design;
- d. Landscaping and exterior lighting plan;

e. Utility interconnects; and

f. A site and soil evaluation prepared by either a registered professional sanitarian or a registered professional engineer licensed to do business in the State of Texas.

4. *Basis of Approval.* Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity to National Building codes and harmony of external design and of location with regard to neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants.

5. *Failure of the Committee to Act.* If the Committee fails to approve or to disapprove plans and specifications within thirty (30) days after submission, it shall be conclusively presumed that such plans and specifications have been accepted by default except that the Committee has no right, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant herein.

6. *Limitation of Liability.* Neither the Declarant, the Committee nor any of the Members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, or nonfeasance.

## **F. General Provisions**

1. *Term.* This Declaration shall be effective upon the date of recordation, hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2047. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting eighty percent (80%) of the total votes (each Owner other than Declarant having one vote per Lot owned with Declarant having three votes per Lot owned), present at the meeting held for such purpose, called in accordance with 4.1 hereinbelow, and being within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension; however, no amendment shall have retroactive application.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended or changed in whole or in part at any time by obtaining (i) the affirmative vote of fifty-one percent (51%) of the total votes each Owner other than Declarant having one (1) vote per Lot owned with Declarant having three (3) votes per Lot owned present at a special meeting called pursuant to Section 4.1.

4.1 *Election Procedures for Amendment and Termination.* The affirmative votes required herein shall be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least ten (10) Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) day before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Declarant. In any event, a copy of the minutes must be delivered to the Declarant. There shall be no quorum requirements for any meetings held pursuant to this section.

5. *Rights Reserved by Declarant.* Notwithstanding any other provisions contained in the Declaration to the contrary, the Declarant reserves the right, upon application and request of the Owner of any Lot, to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant/Owner by Declarant) the application of any of these Restrictions to such Lot if, in the sole and absolute discretion of the Declarant, such action is necessary to relieve a hardship or to permit good architectural planning and development to be effected. Declarant further reserves the right to (a) re-subdivide any Lot, (b) change the location of streets and easements prior to the time the same are actually opened for public use or availed of by the public or public utilities (however in no case shall any such change deprive an Owner to reasonable access), and (c) alter and amend this Declaration in Declarant's sole and absolute discretion until such time that all construction and development activity has been completed and all Lots have been sold by the Declarant to a first purchaser, including without limitation the addition of Other Lands to such Declaration by filing of written Amendment in the official records of Smith County, Texas, which clearly states the Other Lands to be included in the Declaration.

6. *Exemption of Declarant.* Exempted from these Restrictions are activities carried on by the Declarant in connection with Declarant's development of the Subdivision and regular pursuit of construction, maintenance and sales within the Subdivision until all construction and development activity has been completed and all Lots have been sold by the Declarant to a first purchaser.

7. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

8. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

9. *Restrictions Not Applicable to Other Lands.* These Restrictions apply only to the land described as the Property above and as amended from time to time. Declarant is not obligated to impose any restrictions on other lands owned by Declarant, whether contiguous or noncontiguous, provided that Declarant reserves the right within Declarant's sole and absolute discretion to supplement these Restrictions by adding additional lands which Declarant desires to be governed by these Restrictions. Declarant or the owner of any additional lands who desires to subject the property to this Declaration, may, with written approval of Declarant, record an amendment of these restrictions that will impose this Declaration and the Covenants on such additional lands as provided herein.

10. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

**DECLARANT:**

Rolling Meadows Inc., a Texas corporation,

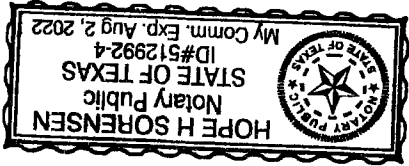
  
David B. Carrazco, Authorized Member

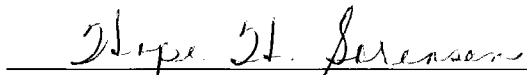
STATE OF TEXAS )

COUNTY OF SMITH )

Before me, the undersigned notary, on this day personally appeared David B. Carrazco, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that David B. Carrazco executed the same as the act of Rolling Meadows Inc., a Texas corporation, as its Authorized Member, for the purposes and consideration therein expressed.

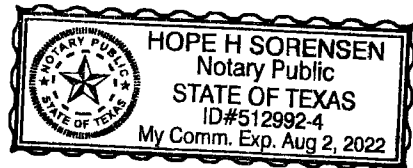
Given under my hand and seal of office this 10 day of February, 2022



  
Notary Public, State of Texas  
My commission expires: 8-2-22

After recording, please return to:

CLINT JAMES PC  
815 Rice Road  
Tyler, TX 75703  
Tel: (903) 579-0630  
Fax: (903) 579-0640



**Smith County  
Karen Phillips  
Smith County Clerk**

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**Document Number:** 202201007900

eRecording - Real Property

RESTRICTION

Recorded On: February 28, 2022 01:54 PM

Number of Pages: 13

Billable Pages: 12

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**" Examined and Charged as Follows: "**

Total Recording: \$70.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202201007900  
Receipt Number: 20220228000141  
Recorded Date/Time: February 28, 2022 01:54 PM  
User: Tammy P



**STATE OF TEXAS  
COUNTY OF SMITH**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Smith County, Texas.**

Karen Phillips  
Smith County Clerk  
Smith County, TX

*Karen Phillips*