



DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR ROLLING ACRES

THE STATE OF TEXAS *
COUNTY OF HUNT *

Rustic Ranch, LLC (the "Developer") is the owner of the following described real property lying and being situated in the County of Hunt, State of Texas, and being more particularly described as follows (the "Subdivision"):

Rolling Acres, Hunt County, Texas according to plat recorded in the Records, 2023-23698, of Hunt County, Texas.

For the purpose of carrying out a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof, Developer does hereby make, declare, adopt and impose upon the Subdivision, or any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration of Covenants, Conditions, Easements & Restrictions for Rolling Acres (the "Declaration"), the following covenants, conditions, restrictions and limitations which shall apply to and become a part of all contracts of sales, Contracts for Deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision, or any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration, is hereafter conveyed or transferred such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and insure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrations, successors and assigns.

1. Additions to Subdivision. Developer, their successors and assigns, shall have the right at any time to incorporate within the scheme of this Declaration additional properties. To evidence the incorporation of additional property (the "Additional Subdivision"), Developer shall record a Supplemental Declaration which shall incorporate this Declaration by reference. Following such incorporation and the recordation of such additional plat or maps, then and thereafter the owners of all lots in the incorporated Additional Subdivision shall have the rights, privileges, and obligations set forth in this Declaration and each applicable Supplemental Declaration.

The Subdivision, Additional Subdivision, and Association (as herein defined) shall be controlled by Developer until Developer has incorporated all of the Additional Subdivision under this Declaration and Developer has closed the sale on seventy-five percent (75%) of the lots within the Subdivisions and Additional Subdivision ("Developer Control Period").

As hereinafter used in this Declaration, the term "Subdivision" shall incorporate and include any Additional Subdivision that may be incorporated by Developer.

2. Residential Use. All lots within the Subdivision are hereby restricted exclusively to single family residential use. No

numbered plot of land shown upon a recorded plat of any portion of the Subdivision in accordance with the terms hereof.

3. Size and Specifications. No building, structure or other improvement shall be commenced, erected, placed, or maintained on any lot, nor shall any addition to or change or alteration, therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Committee approved plans.

A: Conventional on site construction single family residence:

Each dwelling must be new construction and shall not be less than 1,400 square feet of heated and air-conditioned space, exclusive of basement, garages, carports, and porches. In the case of multi-store dwellings, the minimum size shall be 1,400 square feet with not less than 800 square feet of heated and air-conditioned space on the first floor. All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high-quality residential area.

B: Move-in Housing such as manufactured homes, modular homes, and all other Move-On Homes:

(1) All manufactured homes and modular homes shall be of new or like-new construction unless approved in writing in advance by the Architectural Committee.

(2) No double-wide manufactured homes of less than 1,300 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted. No single-wide manufactured homes will be permitted. All manufactured homes shall have shingle roofs (or roofs made of other materials approved in writing by the Architectural Committee) and hardy panel or vinyl siding.

(3) All manufactured homes must have the towing devices, axles and wheels removed, must be placed on a slab or upon blocks or piers, and anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(4) All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls within 30 days after placement on the property with dealer installed skirting such as hardy panel, masonry, plaster, brick, stucco or other fabricated masonry material specifically approved for the purpose of enclosing manufactured homes, as approved in writing prior to installation, by the Declarant or the Architectural Committee, so as to maintain a neat, harmonious appearance. Lattice and vinyl skirting are not acceptable.

(5) Unless back filled, a front deck built of weather resistant wood shall be installed within 180 days of the installation of a dwelling. The porch shall be minimum of 4 feet by 8 feet and shall have railings and banisters at all

All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high-quality residential area.

4. Setback Requirements. The front setback requirements shall be such that no residence shall be located on any lot closer than 75 feet to any front property line.

All buildings of any nature shall be closer than thirty (30) feet to any side property line, or closer than seventy-five (75) feet to the rear property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Committee. All residence must be centered between the two side property lines of each lot and the front of all residence must face and be parallel to the road fronting the lot at the 150' mark. The location of the residence on each lot must be approved in advance in writing by the Architectural Committee.

5. Lot Clearing. No trees shall be removed, cut down, or in any way damaged or destroyed except where improvements are to be located or where such tree is diseased or dead. Lot owner shall keep the lot clear of all weeds, brush, trash, and refuse. Grass should be mowed and not allowed to exceed six inches (6") in height.

6. Quality Construction and Maintenance. All improvements and structures including but not limited to homes, garages, carport, barn, fences, must be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair, kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof and situated so that their appearance will not be detrimental to the Subdivision as a whole. Fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, to match the fascia of the residence, and shall be subject to the prior written approval of the Architectural Committee. Roofing materials on any improvements or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the architectural Committee. No garage or outbuilding may be erected except simultaneously with or after erection of residence.

7. Easement. A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.

other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Committee.

10. Septic Tanks and Water Wells. No residence shall be permitted in the Subdivision unless it is served by (a) a septic tank, sewer system or some other sewage disposal system conforming with the regulations and recommendations of the Health Department of the State of Texas and Hunt County, and (b) a water system, conforming with the requirements of and approved by the Texas State Health Department and Hunt County. This includes, but is not limited to, the maintenance of a 150-foot sanitary control easement around any water well (i.e., no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). All septic tanks must comply with all State and Hunt County regulations and must be inspected by the Hunt County Health Officer or Commissioners Court Designate before, during and after construction and installation. Only one habitable structure shall be connected to a single septic system, and no dry outdoor toilets or cesspools shall be allowed except for temporary use by work crews. Outhouses or privies are not allowed on any lot in the Subdivision.

11. Draining Structures, Ditches, and Stock Tanks. Drainage structures under private driveways shall be constructed to Hunt County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered, or changed without prior written approval of the Architectural Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Committee.

12. Removal and Landfill Operations. No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances or the commercial harvesting of wood shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.

13. Storage of Trash and Weeds. No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris, or junk. Trash, garbage, or other wastes shall not be permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

14. Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No car, truck, bus, boat, trailer, or other vehicle shall be parked on any portion of the lot or driveway unless it is parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Committee.

15. Unused Vehicles. The storage of junked, abandoned, or wrecked items such as motor vehicles, boats, or other equipment or

be allowed. Fences shall be a maximum 6 feet high and shall not extend closer to the street than the front line of the dwelling. All fences are subject to the prior written approval of the Architectural Committee.

17. Signs. Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during construction and for a reasonable sales period thereafter.

18. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toy, barbecue pits, picnic tables, etc. shall be kept or placed on the outside of the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed, or maintained on any lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition.

19. Animals

(A): Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract except that one (1) horse, (1) cow, (1) sheep or one (1) goat per acre, or any combination thereof, may be kept, as long as the maximum number does not exceed one (1) per acre in the Lot and does not become a nuisance or threat to other Owner. All animals being raised by individual Tract Owners must be kept in a fenced area on the Owners Tract. Dogs, cats, or other common household pets may be kept in reasonable numbers. Dogs must be kept in a kennel, dog run, or fenced area. Dogs will not be permitted to run loose in the Subdivision and must be vaccinated for rabies once a year. Waivers may be granted by the A.C.C., and other animals not mentioned must be approved by the ACC. The ACC shall have the sole determination of whether or not such animal is a nuisance, and its decision shall be binding and conclusive. The ACC shall give notice in writing by certified mail to any Member whose pet has been determined to be a nuisance and such Member shall remove such pet from his Tract within (10) ten days from receipt of such notice. Failure to remove pet will allow the HOA to use any of the remedial approved herein. In no event shall vicious or dangerous animals be allowed with the Subdivision.

20. Driveways. All lots must have a driveway extending from the street pavement to the garage and the vehicle parking area to the rear of the residence. All driveway materials and culverts & drainage pipes for each lot must meet with specifications established by the Architectural Committee and Hunt County and may include, gravel, crushed Limestone, concrete, asphalt pavement.

21. Enforcement of Conditions and Restrictions. The conditions

violation. All expenses, including reasonable attorney fees, shall be recovered from anyone adjudged to have violated these restrictions by the party bringing the suit or other action. Failure to enforce any covenant, condition, reservation, restrictions, or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Committee. In addition to, or in lieu of, other remedies as provided by law, the Association may levy fines for each day or occurrence that a violation of the Declaration persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the Dedication.

22. Architectural Committee. There is hereby created and activated an Architectural Committee for the purpose of ensuring compliance with this Declaration by supervising, controlling, and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Architectural Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the Subdivision. The initial members of the Architectural Committee shall be Phil Essex and Garrett Dillon. If any one or more of the two members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all of the Architectural Committee members fail, refuse or are unable to serve, then the owners of the property in the Subdivision shall elect a new Architectural Committee, each lot in the Subdivision to have one vote in such election.

23. Property Owners Association. Each owner of a lot in the Subdivision shall be a member of Rolling Acres Owners Association, Inc. (the "Association"). The purpose of the Association is to provide for the management, maintenance, administration, and operation of:

- a) The duties of the Architectural committee.
- b) The enforcement of these Declarations.
- c) "Common Areas" including, but not limited to, Subdivision entrances together with associated fences, gates, and landscaping.
- d) Any property conveyed to the Association by Developer; and
- e) Any other function pertaining to the well-being of the Subdivision.

The Association shall be activated and commence on or about December 1, 2023, and shall be managed initially by a Board of Directors composed of Lawrence Martin and Penny Martin and Javier Palomarez. If any one of the three initial directors refuses or fails to serve on the Board for any reason, the remaining directors are hereby authorized to appoint a replacement director. After Developer has incorporated all of the Additional Subdivision that it intends to incorporate into this Declaration, a meeting of all members of the Association shall be called by the initial Board of Directors within sixty (60) days of the date Developer has closed the Developer Control Period, or earlier at Developer's election, for the purpose of electing successor directors. A quorum of twenty-five percent (25%) of all lot owners is required for the initial member organizational

determined, and shall act by majority vote in accordance with this Declaration and with the by-laws of the Association.

24. Membership in Association. Each lot owner is required to be a member of the Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this declaration.

25. Obligations of Lot Owners. Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay to the Association: (a) an annual assessment of charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall, and to the full extent permitted by law, be a charge and a lien on the lots subject to this Declaration and each shall be continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the reasonable attorney fees, shall also be the personal obligation of the person or entity who was the owner of each lot in the Subdivision at the time the assessment became due. The Architectural Committee may establish, collect, and administer all assessments prior to the formation of the Association. From and after the activation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

26. Annual Assessment. Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established initially by the Architectural Committee and then by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot in the subdivision at the time the assessment is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to five percent (5%) of the amount of the assessment.

27. Special Assessment. In addition to the annual assessment herein authorized, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenances, repair or replacement of (a) any bridge or road within the Subdivision not maintained by a public entity, or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association, to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

28. Vote on Special Assessment. If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such propose. Written notice of the meeting with expiration of the proposed action shall be sent to each member of

be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney fees. Such lien shall be treated by the Association in the same manner of other assessments against such lot.

30. Uniform Assessments. Both annual and special assessments must be fixed to a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing lots as authorized elsewhere in this Declaration.

31. Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchase made under Veterans Land Board program only.)

32. Partial Invalidity. If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration

33. Duration of Restrictions. The covenants, conditions, reservations, restrictions, and limitations herein published and impressed on all lots in the Subdivision shall run with the land and shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3rds) of the lot owners has been recorded, agreeing to change said covenants, conditions, restrictions, reservations and limitations.

34. Deviations. The Architectural Committee or the Board of Directors of the Association, when activated, may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of the Declaration, when in the opinion of the Architectural Committee or said Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

35. Right of Developer. The Developer or its agents shall have the right to use any unsold lot for a sales office location, future road right-of-way, or any other purpose Developer deems necessary.

36. Drilling. No oil or gas Drilling, oil or gas development operations, oil refining, quarrying, or mining operations, of any kind shall be permitted on a lot in the Subdivision.


37. No Pollution or Environmental Contamination. There shall be no activities on any lot or in part of the Subdivision that could result in the pollution or environmental contamination of the air, water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

the effect of the development will not increase the water surface elevation of the base flood at any point within the community.

40. Amendment.

(A) By Developer. This Declaration or any Supplemental Declaration may be amended by Developer acting alone without the necessity of notice to or the approval of the Association or any Members, (i) to correct typographical and grammatical errors, and ambiguities; (ii) to amend, revise, modify, or vacate any Plat during the Declarant Control Period; and (iii) to annex and subject any other property to the scheme of this Declaration during the Declarant Control Period, provided that any annexation is not inconsistent with the scheme of the Subdivision.

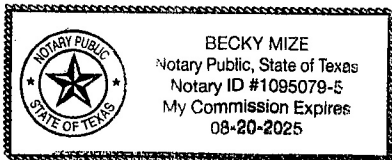
(B) By Owners. This Declaration may be amended by the recording in the Official Records of Johnson County, Texas an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Members entitled to cast at least sixty-seven percent (67%) of the owners within the Subdivision.

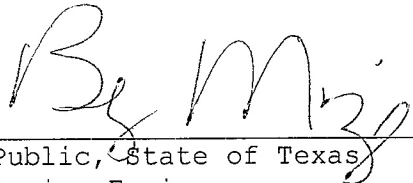


Lawrence Martin, Manager
Rustic Ranch, LLC

STATE OF TEXAS *
COUNTY OF Rockwall *

This instrument was acknowledged before me on the 7 day of December, 2023 by Lawrence Martin, President of Rustic Ranch, LLC, on behalf of said company.





Notary Public, State of Texas
My Commission Expires: _____

Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:
Rustic Ranch, LLC
8905 Briarcrest
Rowlette, TX 75089