

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREEN MEADOW ESTATES
COLLIN COUNTY, TEXAS

VOL 1146 PAGE 3/

THIS DECLARATION, made this 21 day of NOVEMBER, 1978
by Rolling Acres, Inc. ("Declarant").

W I T N E S S E T H:

Declarant is the owner of that certain tract of land (the "Property" hereafter) known and described as Green Meadow Estates, a subdivision in Collin County, Texas, as more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes.

Declarant desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, improved, sold, conveyed and occupied subject to the covenants, conditions and restrictions (sometimes collectively referred to as the "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Declarant" shall mean and refer to Rolling Acres, Inc., its successors and any assignee who shall receive by assignment from Rolling Acres, Inc. all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(b) "Lot" shall mean and refer to any plot or tract of land shown on the plat (the "Plat") of the Property to be filed by Declarant in the map records of Collin County, Texas, and any amendments thereto, together with any and all improvements that are now or may hereafter be placed or constructed thereon.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

ARTICLE II

GENERAL PURPOSES OF CONDITIONS

The Property is subjected to the conditions, covenants, restrictions and reservations hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their Lots; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvements thereon, with the appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements on the Property.

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOT

Each Lot shall be occupied and used as follows:

Section 1. Residential Use. All Lots shall be used for residential purposes only. However, no trailer, basement, tent, or garage on the Properties or any vehicle of any kind on the Properties shall be used as a residence or dwelling. No servant house, outbuildings or garage thereon shall be lived in as a home and no part of said lots shall be used for business purposes or for any other purpose other than for first-class private residences with the customary outbuildings and garages and except that any lot may be used by the Declarant, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family residence which may not exceed two stories in height, and a private garage or carport for not more than three automobiles with the exception of the Lots that may be subdivided.

Section 2. Restriction on Resubdivision. No Lot or Lots shown on the Plat shall be resubdivided except for Lots which may be subdivided as shown on the recorded plat or any lots approved by the Architectural Control Committee (hereinafter defined).

Section 3. Uses Specifically Prohibited. Notwithstanding the other sections of this Article III, the use of any Lot shall be restricted as follows:

(a) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose. Special provisions on horses and show animals are as follows:

HORSES AND SHOW ANIMALS:

(1) One horse per acre to a maximum of (6) six horses and (1) one show animal (for entry in competition in events such as Future Farmers of America Programs) per two (2) acres to a maximum of two (2) show animals. Special approval must be granted by the Architectural Control Committee for any exceptions. Fencing must be provided on back side of Lots. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkept appearance or produces noxious odors (all as determined in the sole judgement of the Architectural Control Committee) may be declared a nuisance by the Architectural Control Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine and poultry may not be kept on any Lot.

(b) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal for such material shall be kept clean and in sanitary condition.

(c) Unless otherwise approved in writing by the Architectural Control Committee, no radio or television tower or antenna shall be constructed or erected on any Lot which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Lot (including chimneys).

(d) No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles and light pickup trucks, will be left on the street or on front yards (or on side yards adjacent to streets where corner Lots are involved). No vehicle of any size which normally transports flammable or explosive cargo may be kept in this subdivision at any time.

(e) All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated or existing structures be moved onto any Lot. However, the Architectural Control Committee may grant approval for prefabricated storage buildings.

(f) The residential dwelling on each Lot shall have a fully completed interior plumbing system which is connected to a septic tank system acceptable to the Architectural Control Committee and all applicable laws and governmental agencies. Approval of such system as installed shall be obtained from the Architectural Control Committee.

(g) No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television or radio reception on any other Lot, without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

(h) No vegetable garden shall be placed on any Lot except behind the front building line of the residence situated on such Lot.

(i) No clothesline shall be maintained on any Lot, unless it is hidden from view by a hedge or other protective enclosure, in a manner approved in writing by the Architectural Control Committee.

Section 4. Minimum Square Footage. The total habitable floor area of the main structure on each Lot shall have a minimum of 1,800 square feet exclusive of porches, stoops, terraces, garages and carports.

Section 5. Building Materials. The exterior walls of each building constructed or placed on a Lot shall be at least seventy percent (70%) brick, brick veneer, stone veneer or stucco, unless otherwise approved in writing by the Architectural Control Committee. All homes must have cedar shingle roofs, simulated cedar shingle roofs, asphalt roofs (minimum weight of 320 pounds per square, a square being defined as an area ten feet by ten feet containing one hundred square feet) or tile roofs, unless express written approval to use other materials is obtained from the Architectural Control Committee.

Section 6. Owner's Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. If Owner fails to keep property reasonably cleaned and mowed, the Architectural Control Committee may have the Lot cleaned and mowed and charge the Lot Owner for the expense incurred. Each Owner shall also be responsible for maintenance of the parkway area along the street.

Section 7. Side Line and Front Line Set-Back Restrictions. All residences or dwellings erected or placed on any Lot on the Property shall face the road or street adjacent to the Lot as shown on the Plat or as prescribed in the deed from Declarant conveying the same, unless otherwise required by Declarant. No structure of any kind (residential or otherwise) shall be nearer to (i) the road or street property line of any Lot than fifty (50) feet (unless otherwise shown on the Plat), (ii) the inside boundary line of any Lot than ten (10%) of the width of the Lot at the front building line or (iii) in the case of corner Lots, the corner side boundary line of such Lot than forty (40) feet.

Section 8. Garages. The opening of each garage and carport shall be located on each Lot such that the opening will not face the front of such Lot or, where a corner Lot is involved, the side street upon which such Lot is located.

Section 9. Temporary Structures. No temporary structure of any kind shall be erected or placed on any Lot.

Section 10. Construction Term. It is further covenanted that if a residence is not completed on any Lot on or before eight (8) months from the beginning date of construction, the Owner will pay to the Declarant for each such Lot the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to the Declarant unless the Declarant grants an extension in writing.

Section 11. Fences. No fences of any kind or character shall be erected on any of the Lots except (i) chain link, wood or masonry fences which are situated entirely behind the front of the residence on such Lot, and (ii) decorative fences situated in front of the residence on such Lot unless they are specifically approved in writing by the Architectural Control Committee. In the case of corner Lots, any side street fencing must also be wood or masonry or approved as decorative fencing by the Architectural Control Committee.

Section 12. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period. The provisions of this Section 12 shall not be applicable to signs used by Declarant.

Section 13. Noxious or Offensive Trade. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or any of the Owner's thereof or those claiming under them, whether heirs or vendees.

Section 14. Drainage Facilities Under Rights-of-Way. Proper drainage facilities or structures shall be located under that portion of each driveway situated in any public right-of-way and such facilities or structures shall comply in all respects with the applicable standards, rules and regulations of Collin County, Texas and the Declarant.

Section 15. Natural Drainage. The Owner of each Lot or tract takes title to said property and accepts the title with the knowledge, understanding, and acceptance of the drainage situation, as is. The Owner shall accept the drainage as it exists, regardless of whether it is natural drainage or created as a result of the development of the property.

Section 16. Hedges and Shrubs. No hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

Section 17. Easements. Easements, for the installation, maintenance, repair and removal of utilities and drainage facilities over, under and across that portion of each lot as shown on the Plat are hereby reserved by Declarant, and Declarant shall have the right to assign and transfer such easements to or for the benefit of any public or private utility.

Section 18. Exterior Lighting. No exterior light shall be installed or maintained on any Lot which light is found to be objectionable by the Architectural Control Committee. Upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

Section 19. Creeks and Dams. Creeks may not be diverted, increased in size, or dams or other obstructions created without prior written permission from the Architectural Control Committee.

Section 20. Driveways and Driveway Approaches. Driveways shall be constructed of concrete, asphalt, or other materials as expressly approved by the Architectural Control Committee, and shall be completed before occupancy of the dwelling on the Lot for which the driveway is

being built. All approaches connecting the driveway and street shall be approved for design and materials by the Architectural Control Committee.

Section 21. Landscaping. A minimum of two trees and five pieces of evergreen shrubbery are to be maintained 30 days after completion of structure, and any Lot purchased but left vacant shall be mowed and maintained at all times.

Section 22. Underground Utilities. All utility services to the residence on each Lot shall be installed entirely underground.

Section 23. Removal of Dirt and Other Minerals. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission from the Architectural Control Committee.

Section 24. Miscellaneous Restrictions. No hunting or shooting of firearms is allowed on any Lot. No motorcycles, mini-bikes or off-road vehicles shall be permitted to use any part of the subdivision other than the streets and driveway provided therein. Speed limits shall be as posted. If not posted, speed limits shall be consistent with speeds observed in the City Limits of Allen.

Section 25. Air Conditioning Apparatus. No air conditioning apparatus shall be installed on the ground in front of the residence or shall be attached to any front wall of a residence. In the case of corner Lots, no air conditioning apparatus shall be installed on the ground in a side yard next to or facing a street. No evaporative cooler shall be installed on the front wall of a residence.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. The Committee. There is hereby created an Architectural Control Committee (the "Architectural Control Committee") to be composed of the Declarant or its designated Representative with a mailing address at Suite 520, Two Turtle Creek Village, Dallas, Texas 75219, to provide for architectural control and design for the Property and to have and exercise the other powers granted to it hereunder. The Architectural Control Committee may designate a representative or representatives to act for it. During such time as Declarant owns a beneficial interest in any land within the Property, Declarant shall have sole authority to (i) change the membership of the Architectural Control Committee, (ii) designate a successor to the Architectural Control Committee upon the death or resignation of any member thereof, and (iii) substitute another member in place of any member of the Architectural Control Committee who is for any reason unwilling or unable to serve. From and after the date that Declarant shall no longer own a beneficial interest in any portion of the Property, said authority shall vest in a majority of the Owners of the Property.

Section 2. Architectural Control. Anything contained in the foregoing sections of Article III to the contrary notwithstanding, no construction or erection of any building, structures, walls, fences, garages, carports, swimming pools or other exterior improvements, and no additions or alterations to any existing buildings, structures, walls, fences, garages, carports, swimming pools or other exterior improvements, shall be commenced, erected or maintained until (i) a preliminary sketch showing the basic plan and general specifications of the same shall have been submitted to and approved by the Architectural Control Committee and (ii) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to conformity and compliance with these Covenants and Restrictions and as to harmony of external design, appearance and location in relation to surrounding structures and topography. The approval or disapproval of the Architectural Control Committee shall be conclusive. A copy of the approved plans and drawings shall be furnished by the Owner to the Architectural Control Committee and retained by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or

disapprove such design and location within thirty (30) days after the said plans, specifications, and drawings have been submitted to it, approval will not be required and this Section 2 of Article IV will be deemed to have been duly complied with. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation for, or be liable for damages, claims or causes of actions arising out of services performed pursuant to this Article.

Section 3, Property Owners Association. The Green Meadows Property Owners Association, hereinafter called "Association", is established for the purpose of protecting and promoting the residential environment of the Green Meadows Subdivision through maintenance, and enforcement of the property restrictions adopted for each section of the subdivision. The owner of each Lot shall be given one vote in any election involving the affairs of the Association. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, Declarant shall constitute the initial Board of Directors and have assumed and shall retain control of the Association until, in the opinion of the Declarant, the best interests of all property owners in Green Meadows Subdivision shall be best served by having a different Board or Directors.

The Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Green Meadows Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as required;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) keep financial records with respect to maintenance assessments collected, which records shall be available for inspection by any Lot Owner in Green Meadows Subdivision at all reasonable times; and
- (e) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Green Meadows Subdivision through maintenance and enforcement of the Property restrictions.

ARTICLE V

MAINTENANCE ASSESSMENT

Section 1. Assessments. Each Lot shall be subject to a \$35.00 annual maintained charge; and, at such time as the Association shall decide that maintenance expenses are necessary for the maintenance and improvement of the property in Green Meadow Estates Subdivision, there may be charged additional reasonable and necessary amounts to cover expenses incurred for any or all of the following purposes; improving and maintaining streets, roadways and drainage ditches; enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by The Association; and doing any other things necessary or desirable in the opinion of The Association to keep, maintain and improve the Green Meadows Estate Subdivision or which it considers to be a general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of The Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith.

~~Section 2. Assessment Lien.~~ The Association shall have and is hereby granted a continuing lien and charge on each Lot to secure the prompt payment of all sums assessed against each Lot for the purposes herein provided, and for all sums which are owing by any Owner to The Association under any other provision of this Declaration. The aforesaid lien shall be superior to all other liens and charges against each Lot, except only for tax liens and all sums secured and to be secured by a first mortgage lien or first deed of trust lien of record. To evidence the aforesaid enforcement lien, The Association shall prepare a written notice of lien setting forth the amount of the unpaid assessment or other indebtedness owing hereunder, the name of the Owner of the Lot covered by such lien and a description of the Lot, which notice shall be recorded in the office of the County Clerk of Collin County, Texas. Such lien may be enforced by foreclosure, either by judicial proceeding or in the manner provided for foreclosure of a contractual deed of trust lien on real property under Article 3810 of the Texas Revised Civil Statutes (as now existing or as hereafter amended or succeeded), and/or The Association may institute suit against the non-paying Owner (said remedies being cumulative), and the non-paying Owner shall pay all costs, expenses and attorneys' fees incurred therefore. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration and Enforceability. The Covenants and Restrictions of this Declaration shall run with and bind the Property subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term ending January 1, 2000, after which time said covenants shall be automatically extended for two (2) successive periods of ten years each unless an instrument signed by a majority of the Owners has been recorded, agreeing to abolish the Covenants and Restrictions or to change the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken; provided further, that no such agreements to change shall be applicable to existing buildings on the Property unless such instrument is signed by all of the then Owners of the Property. The provisions of this Section are expressly subject to the provisions of Section 6 of this Article VI.

Section 2. Enforcement. If any of the Owners or their heirs or assigns shall violate or attempt to violate any of the covenants herein, Declarant or any other person or persons owning any of the Lots in the Property may enforce these Covenants and Restrictions by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to restrain violation and/or to recover damages for such violation, including but not limited to all attorney's fees and court costs expended in connection therewith.

Section 3. Effect of Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants, and conditions shall in no way affect the validity of any lien securing the payment of a bona fide debt existing at the time of such violation or subsequent thereto.

Section 4. Severability. Invalidation of any of these covenants, restrictions and conditions by judgment or court order of the failure to enforce any of the Covenants and Restrictions at the time of this violation shall in no event affect any of the other provisions which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Amendments. Notwithstanding any provision in Section 1 of this Article to the contrary, the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of Declarant and a majority of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the Deed Records of Collin County, Texas. The requirement of Declarant's consent under this Section 6 may be relinquished and eliminated by, and at the sole option of, Declarant at any time by a written instrument duly executed and acknowledged by Declarant and recorded in the Deed Records of Collin County, Texas.

EXECUTED as of the date first above written.

ROLLING ACRES, INC.

By *D. O. Gill*
Its *President*

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared *R. O. Jamlin, Jr.*

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said *Rolling Acres, Inc.*, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This *21st* day of *November*, A.D. 19*78*

Linda Branell
Notary Public, *Walls* County, Texas

My Commission Expires *6/30/80*



The undersigned lienholder joins in the execution hereof solely as lienholder for the purpose of subordinating its lien to these restrictions, reservations, covenants and conditions with the understanding, however, that:

(a) Except to the extent of subordinating its lien to the restrictions, reservations, covenants and conditions herein provided for, such lien is continued in full force and effect as first and prior lien upon the property described in the security instrument given to secure the indebtedness now or hereafter held by the lienholders; and

(b) Said subordination excepts from the operation thereof any charge, fee or lien created in this instrument which under any theory or circumstance can be prior or equal to the lien held by the lienholder.

LIENHOLDER:

C. J. Thomsen
C. J. THOMSEN

THE STATE OF TEXAS,
COUNTY OF DALLAS.

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§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. J. THOMSEN, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of November, 1978.



Marjorie E. Lemaster
Notary Public in and for
Dallas County, Texas

My Commission Expires:
11-30-80

COBA



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GREEN MEADOW ESTATES

COLLIN COUNTY, TEXAS

Amendment(s)

Effective Date: January 1, 2020

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration and Enforceability.

The Covenants and Restrictions of this Declaration shall run with and bind the Property subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term ending January 1, 2030, after which time said covenants shall be automatically extended for two (2) successive periods of ten years each unless an instrument signed by a majority of the Owners has been recorded, agreeing to abolish the Covenants and Restrictions or to change the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken; provided further, that no such agreements to change shall be applicable to existing buildings on the Property unless such instrument is signed by all of the then Owners of the Property. The provisions of this Section are expressly subject to the provisions of Section 6 of this Article VI.

Executed as of this 20 day of April, 2020.

Green Meadow Estates Home Owners Association

By Chh Byl-
Its President

STATE OF TEXAS

COUNTY OF Collin

This instrument was acknowledged before me on 4/20/20 (date) by
Charles Howard Brungardt Jr (name or names of person or persons
acknowledging).

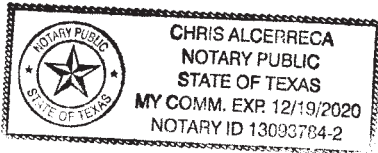
Chris Alcerreca

Notary Public

Printed Name: Chris Alcerreca

My Commission Expires:

12/19/2020



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/27/2020 03:44:10 PM
\$30.00 DFOSTER
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Stacey Kemp