

BEFORE ME, the undersigned authority on this day personally appeared MARSHALL S. GRAY known to me to be the person whose name is subscribed to the foregoing instrument, as VICE PRESIDENT of SOUTHCOAST INVESTMENT CORP., a Texas Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity as therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of OCTOBER, A.D. 1963.

Catherine Pearson
Notary Public, Harris County, Texas

CATHERINE PEARSON
Notary Public, Harris County, Texas
My Commission Expires June 1, 1965

FILED FOR RECORD October 11 1963 at 1:15 o'clock P.M.
RECORDED October 24 1963 at 5:00 o'clock P.M.
W. T. HOOPER, Clerk County Court,
Montgomery County, Texas
By: Deputy

RESTRICTIONS FOR

PINE CREST SUBDIVISION,

Section Two (2)

STATE OF TEXAS
COUNTY OF MONTGOMERY

WHEREAS, DOYLE STUCKEY and ROY W. BIERSCHWALE are the owners of the following described property, to-wit:

Lots No. Sixteen (16), Seventeen (17), and Eighteen (18), in Block No. One (1);

Lots No. Six (6) and Seven (7), in Block No. Five (5);

Lots No. Nine (9) through Twenty-Two (22), both inclusive, in Block No. Five (5);

Lots No. One (1) through Twenty (20), both inclusive, in Block No. Six (6);

PINE CREST SUBDIVISION, Section Two (2), being a 11.9 acre portion of a 38 acre tract out of the Sidney Sheppard Survey, being the same land conveyed to DOYLE STUCKEY from W. A. LUMPKIN by Deed dated May 22, 1962, and recorded in Volume 522, Page 154 of the County Records of Montgomery County, Texas, according to the Map or Plat thereof recorded under Montgomery County Clerk's File No. 153851, filed for record.

and the said DOYLE STUCKEY and ROY W. BIERSCHWALE are desirous of imposing certain restrictions on the property so as to establish and maintain a uniform plan for the improvement and development of the property as described hereinabove as a highly restricted and modern subdivision, and

WHEREAS, South Coast Investment Corp., a Texas corporation, hold a lien on the aforementioned property and through its duly authorized officers join herein to evidence its consent to the imposition of the restrictions hereinafter set out;

NOW, THEREFORE, DOYLE STUCKEY, and ROY W. BIERSCWALE, joined herein by South Coast Investment Corp., a Texas corporation, acting by and through its duly authorized officers, lienholders on the aforementioned property, do hereby impose the following restrictions on the above described property;

1. These restrictions shall be effective until January 1, 2000, and shall automatically be extended thereafter for successive periods of ten years; provided, by duly recorded instruments, signed by a majority of the property owners in said property as described hereinabove, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the locations of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building, with respect to topography and finished ground elevation, by a committee composed of DOYLE STUCKEY, ROY W. BIERSCWALE and GEORGE HUTZLER, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to

approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after ten years' from date. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached

appurtenance shall be erected on any lot farther than 35 feet from the front lot line.

5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet, or a width of less than 55 feet at the front building setback line.

6. No trade or business of any nature shall be carried on upon any lot, nor shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No residential structure shall be placed on any lot unless, if the building is a one-story structure its living area has a minimum of 850 square feet of floor area exclusive of porches and garage, and if the building is a one and one-half or two-story structure, that it shall have not less than 700 square feet of ground floor area exclusive of porches and garage.

9. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

10. Outside toilets are strictly prohibited.

11. The raising or keeping of hogs, poultry, fowls or other livestock on any part of the subdivision is strictly prohibited.

12. Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same in order that drainage will not be retarded.

13. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. 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 upon any lot.

15. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. The invalidity of any one of these covenants, whether by judgment, court order or otherwise, shall in no wise affect any of the other provisions which shall remain in full force any effect. If any of the parties hereto or any of their successors heirs, assigns, or any owner of any interest in the above described property shall at any time violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or plot in the above

described property or for DOYLE STUCKEY and /or ROY W. BIERSCHWALE to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violations. There shall be no obligation on the instance of DOYLE STUCKEY and/or ROY W. BIERSCHWALE to enforce these covenants and restrictions.

EXECUTED this 9th day of OCTOBER, 1963.

Doyle Stuckey
DOYLE STUCKEY

Roy W. Bierschwale
ROY W. BIERSCHWALE

SOUTH COAST INVESTMENT CORP.

By Marshall Stung
VICE PRESIDENT



Wm M. Rozelle, Jr.
Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DOYLE STUCKEY 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 the 10th day of October, A.D. 1963.

Bebe Buford
Notary Public, Harris County, Texas

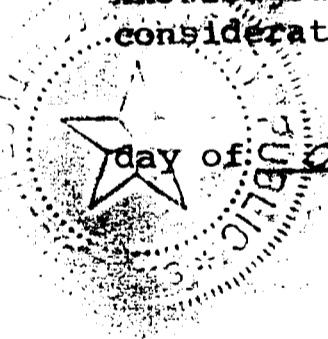
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ROY W. BIERSCHWALE 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.

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Notary Public, Harris County, Texas



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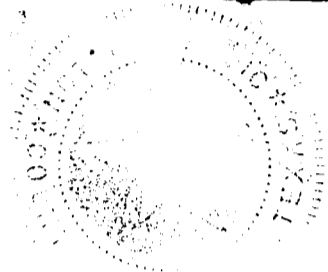
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CATHERINE PEARSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1965



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W. T. HOOPER, Clerk County Court,
Montgomery County, Texas
Dr. Stephen Hefner, Deputy.

126—WARRANTY DEED

WILSON STAFF & PLS. CO., HOUSTON

The State of Texas, }
COUNTY OF HARRIS } Know All Men by These Presents:

THAT WALTER I. PHILLIPS, TRUSTEE

of the County of Harris State of Texas for and in consideration
of the sum of

Six Hundred Ninety Five & No/100 (\$695.00) -----DOLLARS

to in hand paid by
PHILLIP A. DENTLER AND WIFE DOLORES V. DENTLER

XXXXXX:
as follows:



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
PHILLIP A. DENTLER AND WIFE DOLORES V. DENTLER

of the County of Harris State of Texas all that certain

TRACT No. 99, in PORTER HEIGHTS, being a subdivision in Montgomery County subject to all restrictions recorded in Volume 408, Pages 341-2 Deed Records of Montgomery County, Texas, and it is expressly agreed and acknowledged that in the deed to be executed pursuant hereto seller will convey only the following minerals and royalty interest in the above described land, and Seller's Warranty shall only extent to: the conveyance of 1/4 mineral interest; the 3/4 interest being reserved in deed by predecessor.