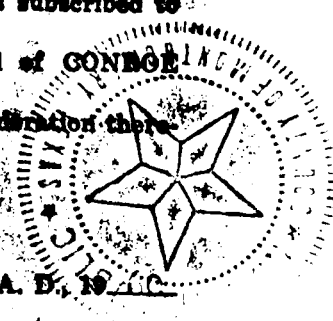


THE STATE OF TEXAS }  
County of Montgomery }

BEFORE ME, the undersigned authority, on this day personally appeared

Keith B. Cashner known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of CONROE MEMORIAL CEMETERY OF CONROE, TEXAS, and as the President thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 3rd day of March A. D. 1960

Dolores L. Lasater  
Notary Public in and for Montgomery County, Texas

FILED FOR RECORD *March 9* 1960 at *11:10* o'clock *A.M.*  
RECORDED *March 11* 1960 at *5:00* o'clock *P.M.*  
W. T. HOOPER, Clerk County Court,  
Montgomery County, Texas.  
By: *Jessie* Deputy.

130643

DECLARATION OF RESTRICTIONS  
SPRING HILLS SUBDIVISION  
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

That NORTHWEST LAND CO. , a Texas corporation acting herein by and through its duly authorized officers, of Harris County, Texas, being the owners of SPRING HILLS SUBDIVISION, a subdivision in the C. F. Baumlin Survey, Abstract No. 105, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 5, Page 313, of the Map Records of Montgomery County, Texas, do hereby declare that the lots and tracts in said subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions, and reservations hereinafter set out, as follows, to-wit:

1. Whenever the word "restrictions" is used alone in this instrument, it may be construed to include conditions, covenants, reservations, easements, and/or agreements.

2. The restrictions of Spring Hills Subdivision shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st, A. D. 1990, at which time said restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said restrictions in whole or in part.

3. All lots in the above described area shall be known and described as residential lots, except where spot tracts are noted by the plat recorded, to be otherwise.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars, and all other buildings placed upon the premises shall not be placed closer than one hundred feet to the residence, and shall be placed at least one hundred feet from the rear of said residence extending to the rear of said lot.

5. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Wenton E. Little, J. A. Hamilton and H. H. Norman, or by a representative designated by a majority of the members of said committee, the remaining member, or members shall have full authority to approve or disapprove with like authority. 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 with like authority. In the event said committee, or its designated representative, fails to approve or

disapprove such design and location within 30 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 shall 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 January 1st, 1990. Thereafter the approval described in these covenants 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.

6. No lot shall be resubdivided into more than one lot. No building shall be located on any lot nearer to the front lot line facing the street than the building lines as shown by the recorded plat. In any event, no building shall be located on any lot nearer than 10 feet to any side lot line.

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

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.

9. The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet in the case of a one-story structure, and not less than 900 square feet in the case of a one and one-half story or two story structure.

10. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

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

12. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for the owner's or tenant's own use. Under no circumstances will hogs be permitted to be raised.

13. A failure to observe, perform or comply with any restrictions herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non-observance, non-performance, or non-compliance, however long continued or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any of said restrictions, conditions and provisions.

14. Any and all of the rights and/or powers of the said Wenton E. Little and J. A. Hamilton herein mentioned may be by them delegated, transferred, assigned or conveyed to any person, persons, firm or corporation or association.

15. The violation of any restriction, covenant, condition, easement, reservation and/or agreement set out in this instrument shall not operate to invalidate or impair any mortgage, deed of trust or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein set forth. Any mortgage now existing or hereafter created against the land in said subdivision, or any part thereof, shall be subordinated to the restrictions herein set out.

16. The provisions of this instrument are for the benefit of the present owners of the lands in said subdivision and the owners of said property, or any part thereof, who may hereafter acquire the same, and if the owner of any of said property shall, at any time violate or attempt to violate or shall fail to observe or perform or comply with any of the restrictions set out in this instrument, or shall permit the violation or the non-observance or non-compliance therewith, it shall be lawful for any owner of property in said subdivision to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, or for the purpose of preventing the violation of any of the restrictions, conditions or provisions herein contained, or for the purpose of enforcing the observance and performance thereof.

All of said restrictions shall be construed together and as a part of the general protective plan, but if it shall at any time be held that any one of said restrictions is invalid, or if for any reason it becomes unenforceable, no other restrictions herein contained shall be thereby affected or impaired, and each and every owner of property in said subdivision shall be bound by said other restrictions.

17. It is stipulated that Wenton E. Little and J. A. Hamilton shall not be liable for the failure of any purchaser of any of said property, or any other persons, to observe or comply with said restrictions, conditions, or provisions, or any of them, nor shall they be liable or responsible for any breach or violation thereof by any other person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with same. Wenton E. Little and J. A. Hamilton do not now have, nor shall they, or their assigns be charged with or ever have any financial liability duty, or obligation to do or refrain from doing, or to perform or refrain from performing any act or service or thing of any kind which they are in these restrictions given the option or privilege to do or to refrain from doing.

EXECUTED this 9<sup>th</sup> day of March, A. D. 1960.

ATTEST:

*W. E. Little*  
Secretary

NORTHWEST LAND CO.

By: *J. A. Hamilton*  
President

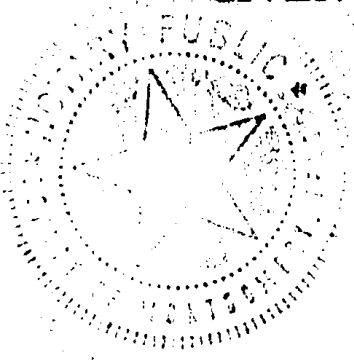
THE STATE OF TEXAS |  
                          |  
                          | *MONTGOMERY* |  
COUNTY OF ~~HARRIS~~ |

BEFORE ME, the undersigned authority, on this day personally appeared *J. A. HAMILTON* President of Northwest Land Co., known to me to be the person whose name is subscribed to the foregoing instrument, and

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acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 9<sup>th</sup> day of March, 1960.



*Gerald C. Highton*  
Notary Public in and for Harris County, Texas.  
*MONTGOMERY*

FILED FOR RECORD  
RECORDED

March 9 1960 at 11:30 o'clock A.M.  
March 11 1960 at 5:00 o'clock P.M.  
W. T. HOOPER, Clerk County Court,  
Montgomery County, Texas.  
By: *Jamie Thompson*, Deputy.