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VOL. 1118 PAGE 233

DEEDS

78-7880

STATE OF TEXAS  
COUNTY OF MONTGOMERY

X  
X KNOW ALL MEN BY THESE PRESENTS:  
X

WHEREAS CONROE MANAGEMENT CORPORATION, a Texas corporation, herein referred to as "Developer " is the owner of the following two tracts of land in Montgomery County, Texas, to wit:

16.538 acres of land located out of and a part of the Isaac Mansfield Survey, Abstract No. 344 in Montgomery County, Texas, and being the most easterly 16.538 acres of that certain 39.161 acres of land conveyed to L. D. Jacobs, Trustee, by deed dated December 31, 1976, in Volume 972, Page 732, Deed Records. Said 16.548 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes

WHEREAS, Developer intends to subdivide such Property into lots to be sold for residential purposes, such subdivision to be unrecorded and known as Springwood Estates, and

WHEREAS, the Developer desires that each lot out of the Property shall be subject to the covenants, conditions and restrictions herein contained,

NOW THEREFORE, Conroe Management Corporation, the owner of the Property herein described, does hereby set forth the following covenants, conditions and restrictions applicable to the above described real property.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Springwood Estates Homeowner's Association, a Texas non profit corporation, to be formed as hereafter provided.

Section 2. "Owner" shall mean and refer to the record owner of a Lot of Springwood Estates an unrecorded subdivision in Montgomery County being out of and a part of the above described Property.

Section 3. "Developer" shall mean and refer to Conroe Management Corporation, a Texas Corporation.

Section 4. "Lot" shall refer to and mean a lot out of and a part of the said Springwood Estates, an unrecorded subdivision in Montgomery County, Texas.

ORIGINAL DEED

Section 5. "Subdivision" shall refer to and mean Springwood Estates, an unrecorded subdivision located out of and part of the above described Property.

## ARTICLE II

### Homeowners Association

Developer has or will cause to be organized under the laws of the State of Texas, as a non-profit corporation, a community service association under the name Springwood Estates Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association") which has the specific purpose of enforcing, collecting and receipting for the service charge hereinafter imposed upon the above described lots and for the purpose of managing, controlling and expending the funds derived therefrom, and the membership in said Association shall be restricted to the record owners of lots in the aforesaid Subdivision, and such other members as shall be admitted from time to time by the lot owners in accordance with the charter and bylaws of the association, including, but not limited to Developer and its successors and assigns, all home builders, and investors who may become record owners of lots in said Subdivision. Each such person or entity owning one or more lots therein shall be entitled to membership in the association, subject to the bylaws and the rules and regulations pertaining to membership which are legally established from time to time, and at any meeting of the membership where voting takes place shall be entitled to one vote per lot.

## ARTICLE IV

### Maintenance Assessment

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor subject to these Covenants, Conditions and Restrictions, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs

of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and is particular for the improvements and maintenance of the roads in the Subdivision. Such uses may include, but are not limited to, the cost to the Association of all repair, replacement and maintenance of the roads, and other facilities and activities including, but not limited to, mowing grass along the road, caring for the roadsides, and other services that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges.

Section 3. Amount of Assessment.

Until December 31, 1979, the maintenance assessment for each Lot shall be \$60.00 per year payable to the Association in advance on or before the 15th day of January of each year. From and after December 31, 1979, the maintenance assessment shall be in an amount determined by the Board of Directors of the Association, provided however, if the Board of Directors of the Association fails to set the maintenance assessment at such time, the assessment shall remain \$60.00 per year.

Section 4. Accrual of Assessment.

The maintenance assessment chargeable to each Lot shall begin to accrue at the time that each respective Lot is sold by the Developer. The Developer, its successors or assigns, shall not be liable for any uncollected maintenance fees and shall not be liable for the payment of maintenance fees on its unsold lots or any repossessed lots held by it. Written notice of the maintenance assessment shall be sent to each Lot owner.

Section 5. Quorum for Action by Association.

At a meeting of the members of the Association, a quorum shall consist of no less than twenty (20%) of the Lot Owners represented either in person or by proxy. Said quorum may be amended by the Board of Directors of the Association after December 31, 1979.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the delinquency date at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Springwood Estates Homeowner's Association, Inc or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium.

Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for

the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the Lien thereof.

ARTICLE VI

Use Restrictions

Section 1. Restrictions.

1. No cess pools shall ever be dug, used, or maintained on any Lot, and whenever a residence is established on a Lot all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited;

2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walks;

3. The Lot shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings. No garage shall be lived in as a home.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property 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. Mobile homes of not less than 12 feet by 40 feet shall be allowed providing all other requirements of these restrictions are met, and provided that the mobile home is properly tied down and skirted.

5. No residence shall be erected or placed upon a Lot herein restricted as residential property which does not contain at least 500 square feet exclusive of porches and garages. Residential property is

here meant for the use of erecting thereon a first-class private residence, apartment or duplex, with the customary out-buildings, garage and servants' houses. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy;

6. No hogs, goats or other animals generally considered to be undersirable in a residential subdivision shall be raised, bred or kept on this property, except that dogs, cats, fowl or household pets may be kept provided that they are not kept, bred or maintained for any commerical purposes;

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

8. No building shall be located nearer than 75 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to the inside property line;

9. There is a 5 foot utility easement over, under, along and across the property herein contracted on 3 sides of said property and a 10 foot utility easement on the street side of said property for purposes of installing, using, repairing and maintaining public utilities, water and sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches.

10. Owner agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which the association or its assigns may cut such grass or weeds or remove said trash, junk or unsightly objects and charge the cost thereof to the Owner of the Lot, such costs to be paid within 30 days after demans is made therefor;

11. No sign of any kind shall be displayed to the public view on the Lot without written permission from the Association.

12. No tree or trees shall be sold cut or removed from a Lot without written permission from the Association, except to provide space for dwelling.

13. No firearms shall be fired or displayed on any Lot.

14. The restrictions and Covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 1989, at which time such covenants shall be automatically extended for successive period of 10 years, unless the majority of the Board of Directors of The Association agree to change the covenants or restrictions in whole or in part.

15. An Owner of a Lot accepts a Lot SUBJECT to the above set out restrictions, easements, and covenants running with the land, and Owner and Owner's heirs, successors and assigns, covenant with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or equity, including the right of injunctive relief, for the wrong done or attempted.

16. It is agreed that nothing may be done by an Owner, his grantees or assigns which would result in changing or altering or interfering with existing drainage of water across a Lot of adjacent property.

17. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.

18. No Lots shall be re-subdivided into less than one-half acre tracts.

19. Each Owner of a Lot binds and obligates himself through purchase of said lot or lots to maintain the same at his own expense in a neat and presentable manner.

#### ARTICLE VII

##### Property Subject to Covenants Conditions and Restrictions

The Covenants, Conditions and Restrictions herein named shall be

applicable to all Lots in Springwood Estates Subdivision.

ARTICLE VIII

General Provisions

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of those covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

EXECUTED this 19<sup>th</sup> day of FEBRUARY, 1979.

CONROE MANAGEMENT CORPORATION

By Jim Perdue

ATTEST  
[Signature]

STATE OF TEXAS

X

COUNTY OF MONTGOMERY

X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Perdue of CONROE MANAGEMENT CORPORATION 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 19<sup>th</sup> day of February, 1979.

[Notary Seal]

Dwain M. Fairley  
Notary Public in and for  
Montgomery County, Texas



16.538 acres of land located out of and a part of the Isaac Mansfield Survey, Abstract No. 344 in Montgomery County, Texas, and being the most easterly 16.538 acres of that certain 39.161 acres of land conveyed to L. D. Jacobs, trustee, by deed dated December 31, 1976, in Volume 972, Page 732, Deed Records. Said 16.538 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument in the South line of the original 39.161 acre tract at a point S 87° 58' 05" E, 580.59 ft. from the Southwest corner of said tract;

THENCE N 2° 01' 31" E, 1635.49 ft. to a point in the center of a road;

THENCE with said road S 72° 42' 20" E, 14.12 ft.; S 86° 02' 10" E, 411.91 ft. to the Northeast corner of said 39.161 acre tract;

THENCE with the East line of said tract S 2° 28' 12" W, 1713.44 ft. to a point at the Southeast corner of said tract;

THENCE with the South line N 87° 58' 05" W, 412.00 ft. to a concrete monument;

THENCE N 2° 01' 31" E, 95.50 ft. to the point or place of beginning containing 16.538 acres of land.

ORIGINAL DIM

31800310

FILED FOR RECORD  
AT 3 O'CLOCK P M

FEB 20 1979

ROY HARRIS, Clerk  
County Court, Montgomery Co. Tx  
By *Margaret J. Mann* Deputy

EXHIBIT "A"

MS05241: 1807: