

THE STATE OF TEXAS ◊
 COUNTY OF MONTGOMERY ◊

155721

WHEREAS, Lester S. Towle, Jr., Trustee, is the OWNER in fee simple of the hereinafter described premises in Montgomery County, Texas, to-wit:

Being LAKE ROLLINGWOOD, SECTION I, a Subdivision in the Matthew Morse Survey, Abstract 338, and the J. C. Pitts Survey, Abstract 28, Montgomery County, Texas, as per Map or Plat of said Subdivision recorded in Volume 5, Page 511, Map Records, Montgomery County, Texas, and

WHEREAS, it is the desire of said Owner to place the following provisions, covenants, restrictions and reservations on the above described Subdivision, as follows, to-wit:

1. All lots shall be used solely for residential purposes only, except lots fronting on Farm to Market Road No. 1484, and no lots, except those fronting on Farm to Market Road No. 1484, shall be used for commercial purposes of any type.
2. No building other than a single family residence containing not less than 600 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in Lake Rollingwood and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations, and no structures or house trailers of any kind may be moved on the property without owner's permission. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
3. An assessment of \$12.00 per year shall be paid to the Owner or his nominee, for each lot or tract in said development for the maintenance of the park, beach, roads and recreation areas according to the rules and regulations of the Owner, or his nominee, provided further that said assessment shall not exceed \$12.00 for each lot. Such assessment shall be, and is hereby, secured by a lien on each lot or tract in said subdivision. All accepted property owners and members of their families shall have the right to use all parks, beach, and recreation areas, in common with others who have written approval of Owner or his nominee. All parks, beach, and recreation areas shall be available for use to accepted Owners and their families and guests at their own risk.
4. Owner reserves to himself, his successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefor,

including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Owner to supply such services.

5. That an assessment, for the purpose of bringing water to each lot, of \$3.00 per foot for frontage along the front property line shall run against each lot and part thereof in said Subdivision, and an assessment on the same basis shall run against each tract of land sold in said Subdivision by metes and bounds description. Such assessment shall be and is hereby secured by a lien on each lot or tract, respectively; and, in the event Owner, his successors or assigns, shall construct a water main in the street and/or easement running by said lot or tract and water is made available to same, said assessment aforesaid shall become due and payable to Owner, his successors and assigns, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment.

6. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

7. No noxious, offensive, unlawful or immoral use shall be made of the premises. This provision shall not be construed to enlarge or change the use of the premises as set out by the other restrictions and provisions herein.

8. No building shall be erected, placed, or altered on any lot in said subdivision until the building plans, specifications and plot showing the location of such building have been approved as being in conformity with the covenants and restrictions contained herein by the Owner, his successors and assigns, or by his nominee.

9. All of the oil, gas and minerals in, under, and that may be produced from, said subdivision are outstanding in prior owners and the deeds conveying the lots in said subdivision are hereby made subject to such outstanding mineral interest.

10. Grass or weeds shall not be allowed to grow in excess of twelve inches (12") in height before cutting same, nor shall trash, junk or any unsightly objects be dumped or accumulated in said subdivision, in default of which Owner, or his assigns, may cut such grass or weeds, or remove said trash, junk or unsightly object at the cost of the lot owner in question.

11. All covenants and restrictions shall be binding upon the Purchaser of each lot in said subdivision, his heirs, successors and assigns.

12. No sign of any kind shall be displayed to the public view on this property without written permission from the Owner.

13. All lots are subject to any applicable zoning rules and regulations.

- 14. There shall be no excavation or removal of trees, other than is necessary for the construction of a home and landscaping, unless approved in writing by the Owner, or his nominee.
- 15. No part of any structure built upon said land shall be nearer to the front property line on any street than 25 feet or nearer to the side lines than 5 feet.
- 16. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.
- 17. There shall be no dumping or disposal of sewage in the roads, roadways or road ditches.
- 18. The restrictions, covenants and provisions herein are for the benefit of all of the lot owners of said subdivision, and any person owning a lot in said subdivision may prosecute proceedings against any person violating, or attempting to violate, the same, and to prevent such person, or party, from doing so, and Owner herein may also enforce these provisions by due process of law.

These amended restrictions are executed in lieu of, and in place of, those certain restrictions executed by Lester S. Towle, Jr., Trustee, of even date herewith, and recorded in Volume 542, Page 622, Deed Records, Montgomery County, Texas, which provisions, covenants and restrictions, recorded in Volume 542, Page 622, are hereby cancelled and held for nought, and of no further force and effect, and the present amended restrictions shall be, and are hereby, designated as the restrictions, covenants and provisions applicable to LAKE ROLLINGWOOD, SECTION I, Subdivision.

The above listed terms, reservations, conditions and restrictions, shall be effective until January 1st, 1984, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the Owners of the majority of the square foot area of the lots and blocks in said Subdivision may release all the premises hereby restricted from any one or more of said restrictions on either January 1st, 1984, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to January 1st, 1984, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

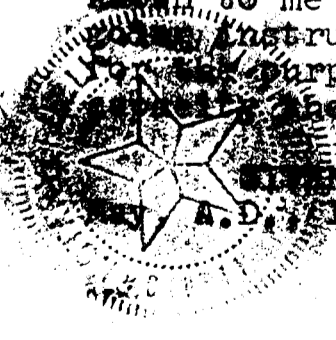
WITNESS MY HAND at Conroe, Texas, this 16th day of May, 1963.

Lester S. Towle, Jr.

 Lester S. Towle, Jr., Trustee

THE STATE OF TEXAS }
 COUNTY OF MONTGOMERY }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lester S. Towle, Jr. 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, and in the herein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of May, A.D., 1963.

[Signature]

 Notary Public in and for Montgomery County, Texas

FILED FOR RECORD June 27 1963 at 3:10 o'clock P. M.
 RECORDED July 3 1963 at 5:00 o'clock P. M.
 W. T. HOOPER, Clerk County Court
 Montgomery County, Texas
 By: *Aphela K. [Signature]* Deputy