

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
Spring Hill Estates, Waller County, Texas**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WALLER

WHEREAS, Grantor is the majority owner of all the property (i.e. all of the lots, tracts, and parcels of land) is described in Exhibit "A" attached hereto and incorporated herein;

In this Declaration, made on the date hereinafter set forth by SDG, L.L.C., hereinafter referred to as "Grantor":

WITNESSETH:

NOW, THEREFORE, the undersigned hereby adopts, establishes and imposes this Declaration of Covenants, Conditions and Restrictions for Spring Hill Estates, upon Spring Hill Estates, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat or survey unless specifically provided for herein. Grantor also declares this subdivision to be subject to the jurisdiction of the Architectural Control Committee (ACC).

SECTION 1. All house plans, out-building plans, fence plans and improvements are subject to approval by the ACC. Any dwelling constructed on subject property must have a floor area of not less than 2,000 square feet, exclusive of garages and shall be constructed of at least standard frame construction. If such building is set on block or piers, it shall be skirted with stone. There will be no mobile or prefabricated homes allowed. A lot owner may also build a guest house or cottage subject to the restrictions enumerated herein. Such guest house or cottage must be located *behind* the main residence site and be approved by the ACC. There is no time limit on the building of the main residence or guest house.

SECTION 2. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding, shall be used on subject property at any time as a residence either temporarily or permanently, except as specifically provided herein. Storage buildings may not be utilized as permanent residence on the lot. No parking of RV's is allowed unless housed in a barn or ACC approved structure.

SECTION 3. Subject property shall not be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste shall be kept, except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

SECTION 4. Animals, livestock, emus and ostrich, other than hogs or poultry, may be kept, bred, and maintained on subject property under the following conditions:

- A. No livestock of any type shall be allowed to run loose except upon one's own premises.
- B. All horses, cattle or other livestock shall be kept enclosed by suitable fencing of subject property.
- C. No swine allowed.
- D. Though cattle are permitted, feed lots are not permitted.
- E. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring lots.

SECTION 5. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on subject property or in front of subject property.

SECTION 6. No commercial activity other than that of permitted livestock shall be conducted on any lot. Agricultural and Aqua cultural activities are permitted so long as such activity is in compliance with Section 4, above.

SECTION 7. No building, including but not limited to one-family dwellings, garages, and barns shall be located closer than one hundred and twenty-five (125) feet from the front property line and shall be no closer than twenty-five (25) feet from the side property lines and no closer than fifty (50) feet from the rear property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered part of the building.

SECTION 8. Power from existing lines or poles shall run underground to any home, barn, or other structure placed on the property..

SECTION 9. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 10. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as the subject property; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustees, sale or otherwise.

SECTION 11. The covenants and restrictions of this declaration shall run with and bind the land, and shall bind all owners for a period of fifty (50) years from the date hereof. Thereafter these restrictions shall automatically be reinstated for 20 year periods.

SECTION 12. The Grantor will be responsible for enforcing these Restrictions and will serve as the ACC until 90% of the lots are sold in the subdivision or December 31, 2008, whichever event occurs first. Upon one of these events, Grantor will appoint a three (3) member panel of Homeowners to serve as an ACC responsible for approving prospective building plans. Responsibility for forming a duly constituted Homeowners Association will lie with the

Homeowners. Each Homeowner has the right to enforce these restrictions and protective covenants.

SECTION 13. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent of the Grantor. Grantor shall have the right to remove any such nonconforming sign, advertisement or billboard or advertising structure, which is placed on any lot without such consent and in so doing, shall not be liable, and hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

EXECUTED THIS THE _____ DAY OF _____, 2007.

SDG, L.L.C.

By: _____
Clay Signor, President

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledge before me this _____ day of _____, 2007, by
Clay Signor, President of SDG, L.L.C.

Notary Public, in and for the State of Texas

My Commission Expires: _____

RETURN TO: SDG, L.L.C.
24824 Mitchell Rd.
Hempstead, TX. 77445