

DEED RESTRICTIONS FOR SPRING FOREST SUBDIVISION

MONTGOMERY COUNTY, TEXAS

SEPTEMBER 29, 1966

1. All lots except those facing on Rayford Road shall be used for residence purposes only, except that living quarters on the property other than in the main building may be used for bona fide servants only. Not more than one single family residential structure and appropriate outbuildings shall be erected on any lot. All foundations shall be either concrete slab or beam construction. Lots facing on Rayford Road may be used for business sites. However, Seller reserves the right to approve any type of building and type of business. All front elevations on business property shall be constructed of tile, brick, stone, plaster or concrete blocks. Each lot fronting on Rayford Road shall have a board fence not less than six feet high constructed and maintained along its rear lot line. Seller reserves the right to designate one lot for use by the water system operator.
2. No building shall be located nearer to the front line or nearer the side street line than the building set back line shown on the recorded plat. No building or appurtenance, including detached garages or other outbuildings, shall be located nearer than ten feet to any side lot line. All outbuildings, other than garages or summer houses, must be backed 100 feet from rear property line. Each corner shall be deemed to front on the street on which it has the smallest frontage, and all improvements shall be constructed on the lot so as to front the street upon which the lot fronts.
3. No trees of any size shall be cut or removed from any lot until the entire purchase price has been paid.
4. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1200 square feet. All dwellings except the dwelling to be located on Lot No. 90, shall have at least 51% of their exterior wall covered with brick or masonry stone.
5. No building shall be erected, altered, or placed on any lot or building plot in this subdivision until the building plans, specifications, and plat plan showing the location 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 majority of committee composed of Emmett E. Brunson, Mrs. Charline Hawthorne and e. A. Anthony.

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 (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erecting 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 its designated representative shall cease on or after January 1, 1999. 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 the subdivision, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously executed by said committee.

6. No lot shall be re-subdivided.
7. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided, however, owners of lots or building plots thirty thousand square feet in area or larger may maintain one horse on said lot or building plot.
9. Easements are reserved for utility installation and maintenance as shown on the recorded plat. There is also dedicated for utilities an unobstructed aerial easement five feet wide from a plane 20 feet above the ground upward, located adjacent to all easement shown on the recorded plat.
10. No cesspools shall be dug, used or maintained on any lot. Each and every occupant of a residence shall install a septic tank for sewage disposal prior to occupancy, but lateral lines shall not run into road ditches, and drainage must be disposed of on the property. Outside toilets are strictly prohibited.
11. Should the parties hereto, or any of them, their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

13. These covenants shall be deemed and held to be covenants running with the land and shall be binding on all parties hereto, and all persons claiming under them until the 1st day of January, 1999, at which time said restrictions, covenants and conditions shall automatically be extended for successive periods of ten years each, unless by vote of the majority of the then owners of the lots in said addition it is agreed to change said covenants, conditions and restrictions, in whole or in part.