

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SPRING FOREST, SECTION I AND  
SPRING FOREST SECTION II**

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WHEREAS, Spring Forest, Section 1, is a subdivision out of the Montgomery County School Land Survey No. 2, Abstract No. 351, In Montgomery County, Texas; and,

WHEREAS, Spring Forest, Section 2, is a subdivision out of the Montgomery County School Land survey in Montgomery County, Texas, according to the map or plat of said subdivision recorded in the office of the County clerk of Montgomery County, Texas; and,

WHEREAS, on September 29, 1966, the then owners of the property known as spring Forest, Section 1, executed a set of Deed Restrictions covenants, and conditions recorded in Volume 625, page 526, of the Deed Records of Montgomery County, Texas, governing all of Spring Forest, Section One, wherein paragraph 13 of said Deed Restrictions should be automatically extended for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots in said addition agreed to change said covenants, conditions and restrictions, in whole or in part; and

WHEREAS, on December 23, 1968, the then owners of the property known as Spring Forest, Section 2, executed a set of Deed Restrictions, covenants and conditions recorded in Volume 676, page 396, of the Deed Records of Montgomery County, Texas, governing all of Spring Forest, Section Two, wherein paragraph 13 of said Deed Restrictions should be automatically extended for successive periods of ten years each, unless by a 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 part; and,

WHEREAS, a majority of the owners of Spring Forest, Section 1, have et and approved the following Deed Restrictions intended to become effective on January 1, 1999, and intended to replace and supersede those Deed Restrictions, covenants and conditions executed on September 29, 1966, by the then owners of the property known as Spring Forest, Section 1, recorded in Volume 625, page 526, of the Deed Records of Montgomery County, Texas, except as otherwise noted herein; and,

WHEREAS, a majority of the owners of Spring Forest, Section 2, have met and approved the following Deed restrictions intended to become effective on January 1, 1999, and intended to replace and supersede those Deed Restrictions, covenants and conditions executed on December 23, 1968, by the then owners of the property known as Spring Forest, Section 2, recorded in Volume 676, page 396, of the Deed Records of Montgomery County, Texas; and,

WHEREAS, on September 9, 1981, the sole remaining member of the Architectural Control Committee, H. M. Hawthorne, Jr., "Developer", executed an assignment of all his rights, title, and interest to amend and enforce said original Deed Restrictions, covenants, and conditions to SPRING FOREST CIVIC CLUB, hereinafter to be known as SPRING FOREST CIVIC ASSOCIATION, recorded at document file number 8134460 of the Deed Records of Montgomery County, Texas.

NOW, THEREFORE, it is hereby declared that said real property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting

the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in or to said real property or any part thereof, and their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

## ARTICLE I

### GENERAL

**Section 1. Definition.** The following words when used in this Declaration unless the context shall prohibit, shall have the following meanings:

“Association” shall mean and refer to The Spring Forest Civic Association, formerly known as The Spring Forest Civic Club.

“Board” shall mean and refer to the Board of Directors of the Spring Forest Civic Association.

“Lot” shall mean and refer to a portion of The Properties which isles than the whole thereof and which is platted, filed and recorded in the Office of the County Clerk of Montgomery County, Texas, and which is assessed by the appropriate public officials for the purpose of real estate taxes imposed by the State of Texas and Montgomery county, Texas

“Member” shall mean any lot owner with residential improvements on the Lot.

“Owner” shall mean and refer to the holder of record title to the fee interest to any Lot whether or not such holder actually resides on any part of The Properties.

“Supplemental Declaration” shall mean and refer to any supplement or amendment to this Declaration as herein permitted.

“The Properties” shall mean and refer to the real property (including improvements) described in Section 2, hereof, and additions thereto, as they are subject to this Declaration or any Supplemental Declaration under the provisions of Section 2 hereof.

“Residential Improved Lot” shall mean real property with family residential structure thereon.

**Section 2. Property Subject to Declaration.** The real property covered by this Declaration is described in Appendix “A” attached hereto and incorporated by reference. All of the properties and any right, title or interest therein shall be owned, held, leased sold and/or conveyed by Owner of all or any part thereof, subject to this Declaration and the covenants, restrictions charges and liens hereafter set forth.

**Section 3.** Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or , alternatively, the properties, rights and obligations of another association may by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration upon The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or

consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as herein provided.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Each and every person, persons or legal entity who shall own any Lot of land in The Properties with residential improvements on the Lot shall automatically be a Member of the Association. PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member. Any Lot owner without residential improvements may apply to the Association for membership.

**Section 2. Voting.** Voting is determined by ownership of improved lots. Members shall have one vote for each Residential Improved Lot owned by the Member. Joint Owners of a Residential Improved Lot shall be entitled to but one vote for each Residential Improved Lot owned.

## ARTICLE III

### ASSESSMENTS

There shall be no special assessments.

## ARTICLE IV

### ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Designation of Committee.** The Civic Association shall have an Architectural Control Committee, which shall consist of two (2) or more members who shall be natural persons, and who shall be appointed by the Board of Directors of the Civic Association. The Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

**Section 2. Function of Architectural Control Committee.** No improvement, as that term is hereinafter defined, of more than \$500.00, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee.

**Section 3. Content of Plans and Specifications.** The plans and specifications to be so submitted and approved shall include the following:

- a. A topographical plat showing existing contour grades and showing the location of all improvements, structures. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contours is contemplated.

- b. Exterior elevations.
- c. Exterior materials, offensive colors.
- d. Structural design.
- e. All job sites must have one portable potty available for construction crew.

**Section 4. Definition of "Improvement".** Improvement shall mean and include all buildings and roofed structures, swimming pools, tennis court, signs, changes in any exterior color or shape, and any new exterior construction or exterior improvements exceeding \$500.00 in cost which may not be included in any of the foregoing. Improvement includes both original improvements and all later changes and improvements.

**Section 5. Basis of Approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both specific and general intent of these protective covenants.

**Section 6. Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications.

**Section 7. Limitation of Liability.** Neither the Association, the Board, the Architectural Control Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

## ARTICLE V

### PROTECTIVE COVENANTS

The following provisions shall be applicable to any and all construction, improvement, alteration or addition to The Properties:

**Section 1. Use Restrictions.** No Lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex house, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude the conduct of any operation of any commercial, business or professional activity and the foregoing enumerated uses are hereby expressly prohibited. The foregoing listings of prohibited and excluded uses shall not be deemed exclusive listings of uses which are residential. The term "building" or "buildings" as used herein shall be held and construed to mean only those permissible buildings and structures which are or will be erected and constructed on The Properties. No Building shall be erected, altered, placed or permitted to remain on any Lot other than:

One (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height, together with a private, fully-enclosed garage for not less than two (2) nor more than four (4) cars, which garage may include living quarters above or adjacent thereto occupied by an integral

part of the family occupying the main residence on the Lot or by domestics employed by the Lot; and workshops for the personal use of the Owner and his immediate family.

**Section 2. Size Restrictions.** No new single primary residential dwelling shall be placed on any Lot unless its living area (air conditioned/heated space) has (exclusive of porches and garages) the minimum square footage of floor area being 1,500 square footage. All residential dwellings shall be equipped with and served by a fresh water and septic tank connection installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements. The Architectural Control Committee has the authority in its sole discretion to approve all siding materials, however, any neutral colored stone, brick or stucco, or reasonable combination thereof, shall be acceptable siding material and shall cover fifty-one percent (51%) of the surface. The roof of each residential dwelling shall be constructed and maintained with slate shingles, composition shingles or aluminum shingles which are of natural earth tone color.

**Section 3. Occupancy Only on Completion.** A written Certificate of Completion from the Architectural Control Committee shall be required before any shingle family dwelling may be occupied, or any utilities are turned on, prior to the entire completion of the exterior of such dwelling, including all additions or expansions. Entire completion additionally shall include, but not be limited to, removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the Lot meets the standards set by the Association.

**Section 4. Building Setbacks.** No building shall be located on any Lot nearer than ten feet (10') from a Lot line or nearer than fifty feet (50') from the right-of-way line on the adjacent roadway. Without limiting the foregoing, no portion of any building on any Lot shall encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of this Section 4, these building setback provisions shall be applied to such resultant building site as if it were one original Lot.

**Section 5. Lot Consolidation or Subdivision.** No Lot or Lots shall be consolidated or subdivided without the consent of the Architectural Control Committee. No Lot shall be less than one-half (1/2) acre.

**Section 6. Utility and Drainage Easement; Roadway Lighting.** A ten foot (10') wide underground, ground and aerial easement for the installation and maintenance of utilities and drainage facilities is reserved along all side, rear and front boundaries of each Lot. No utility company, water district, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damage done by them on their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to other property of the Owner of any Lot situated within any such easement. The easements reserved herein are in addition to the public utility easements shown on the map or plat of The Properties. Such easements may be crossed by walkways, driveways and the like, but no building shall be constructed or maintained thereon.

**Section 7. Recreation Vehicles.** Nothing herein shall be construed or held to exclude the keeping or storing of unoccupied recreational vehicles (including boats, camping and hunting trailers, motor homes, tents and other portable camping structures) limited to one (1) each and kept behind the front building line. No such recreational vehicle shall be allowed to be used for overnight occupancy or occupied for any other length of time as a temporary residence or others.

**Section 8. Prohibited Buildings.** Buildings which do not comply with the land use and building type restrictions contained herein are prohibited. No building or structure shall be used for storage of materials used in a business or a hobby.

**Section 9. Signs.** No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Lot for sale or rent. The Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

**Section 10. Pets.** No more than a combined total of four dogs, cats and other household pets may be kept, bred and maintained. All such household pets shall be kept within fenced areas on an Owner's Lot or shall be confined by leash or other harness. It is strictly prohibited to allow such pets to run loose. Furthermore, no cows, goats, chickens, swine or other domestic fowl or livestock shall be kept on any Lot. One horse per residence of one (1) acre or more is all that will be allowed. All pens, dog runs, etc., shall be housed at least ten feet (10') from the property line; horse stalls and feeding stations shall be at least 30 feet (30') from the property line.

**Section 11. Noxious Activities Prohibited.** No noxious or offensive trade, hobby or activity shall be permitted upon any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which, in the sole judgment of the Architectural control Committee, shall have the effect of degrading the residential environment of The Properties.

**Section 12. Junked Motor Vehicles Prohibited.** No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license tag. No accessories, parts or objects used with cars, boats, buses, trucks, tractor trailers, trailers, house trailers or the like, shall be kept on any Lot other than in an enclosed garage or other structure approved by the Architectural Control Committee.

**Section 13. Junk Prohibited.** No junk of any kind or character, or dilapidated structure or building of any kind of character, shall be kept on any Lot. Antique cars must be enclosed in a garage.

**Section 14. Hunting Prohibited.** Absolutely no hunting shall be allowed in, on or from any part of The Properties (this does not pertain to adults dealing with varmints). Absolutely no handgun, rifle, shotgun or other firearm or bow or crossbow or other weapon on projectile firing device, shall be discharged by a minor or recklessly in, or from any of The Properties.

**Section 15. General Appearance.** The general appearance of each Lot shall be maintained in a manner beneficial to the environment of the development and in conformity with the reasonable standards set by the Architectural Control Committee.

**Section 16. Rubbish and Trash Prohibited.** No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition, and in compliance with applicable governmental laws and regulations. No Owner shall burn trash on site, only yard debris (limbs, leaves and such) shall be burned on site or at least twenty feet

(20') from property line. All Owners shall use the rubbish and trash company chosen by the Association for the removal of all garbage.

**Section 17. Completion of Construction.** Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary, and in no event longer than nine (9) months.

## ARTICLE VI

### MAINTENANCE

**Section 1. Duty of Maintenance.** Owners and occupants (including lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of The Properties so owned and occupied by them, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and wastes;
- b. Lawn mowing (outside the natural vegetation easement);
- c. Tree and shrub pruning (outside the natural vegetation easement);
- d. Watering;
- e. Keeping exterior lighting and mechanical facilities in working order;
- f. Keeping parking areas, walkways and driveways in good repair;
- g. Complying with all government health and policy requirements;
- h. Repainting of improvements;
- i. Repair of exterior damage to improvements.

**Section 2. Enforcement.** If in the opinion of the Association any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot or Lots on which said work was performed and the Association shall have all rights provided by law including the right of non-judicial foreclosure.



## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**Section 1. Duration.** This Declaration and the covenants, restrictions, charges and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of The Properties and their respective legal representatives, heirs, successors and assigns, for the term beginning on the date this Declaration is recorded, and continuing through and including the twenty-fifth (25<sup>th</sup>) anniversary of such recordation, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the work "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

**Section 2. Supplements and Amendments.** Any and all Articles of this Declaration may be supplemented, amended or terminated at any time by fifty percent (50%) of the total eligible votes of the membership of this Association as defined in Article II hereof. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such supplement, amendment and termination shall become effective when an instrument is filed for record in the Deed Records of Montgomery County, Texas, with the signatures of the requisite number of the Owners of The Properties.

**Section 3. Enforcement.** The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by any subsequent Owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. No waiver of enforcement may be presumed for any failure to fully enforce any Deed Restrictions which existed prior to the approval of these Deed Restrictions.

**Section 4. Existing Deed Restrictions.** The existing Deed Restrictions (1966 or 1968, as applicable) shall remain in force and effect unless superseded by the terms and conditions of the new Deed Restrictions. In the event of a conflict, the new Deed Restrictions (1999) control.