

**RESIDENTIAL RESTRICTIVE COVENANTS  
"SPRING CREEK ESTATES"**

7503

THE STATE OF TEXAS )

)

KNOWN BY ALL MEN PRESENTS

COUNTY OF WASHINGTON )

WHEREAS, THE RESIDENTIAL RESTRICTIVE COVENANTS are made by A.A. HODDE (herein referred to as "Developer") owner of "SPRING CREEK ESTATES", Section One, a Subdivision consisting of twelve tracts containing 16.935 acres and one road containing 1.386 acres situated in the Sanford Woodward League, A-112, Washington County, Texas.

**RESIDENTIAL RESTRICTIONS, COVENANTS AND CONDITIONS**

NOW, THEREFORE, The Developer hereby desires to create and carry out a uniform plan for improvements, development and sale of all residential tracts in the Subdivision; and, to that purpose, Developer hereby adopts, establishes, and imposes the following declarations, reservations, restrictions and protective covenants on all of the tracts comprising the Subdivision, which are to serve the purpose of protecting the value and desirability of the land within the Subdivision as well as, the land surrounding the Subdivision. These covenants shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall be to the best interest and benefit of each owner thereof and the owners of adjacent properties.

**L USE RESTRICTIONS**

1.01 All tracts shall be known and described as tracts of "SPRING CREEK ESTATES, Section One" A Subdivision as set forth above and no structures shall be erected, altered, placed or permitted on any of the above tracts except as provided herein, and without review and approval from the Developer or the Architectural Control Committee.

1.02 No residential tract in the subdivision may be re-subdivided and offered for sale for the first three years, and thereafter only tracts greater than 3 acres may be re-subdivided as long as tract owners abide by all laws governing septic systems and water wells. Easements for ingress and egress from all tracts in Spring Creek Estates are reserved in favor of all other owners in Spring Creek Estates along the roadways and easements for drainage purposes and for public utilities as set out in the recorded plat of the subdivision. In the case of any owner who acquires two or more tracts in the Subdivision with the intent of building only one residence, the easements reserved hereby will only apply to the perimeter of the combined tracts. Provided, however, if there are any existing drainage facilities or utilities affecting the interior lot lines, the

owner of the combined tracts must relocate such drainage facilities or utilities to the perimeter of the combined tracts at such owner's sole expense.

1.03 The Building setback lines from the **front property lines are 75 feet and 25 feet from the side and rear property lines, in Section One.** No dwelling, garage, guesthouse, barn, or any other dwelling structure shall be located nearer than 25 feet from side and rear tract lines. Certain other structures, such as a well house, playground structures, etc. may be located as near as 10 feet from side or rear property lines so long as such structures do not interfere with the required use of utility easements and such structures shall be located on the side or rear of the main residence.

1.04 No shack, garage, construction trailer, modular home; mobile home, or other outbuildings or structures, whether temporary in character and design or permanent, may be used as a residence at any time, including during the building of the main single family dwelling residence. No single-family dwelling or guesthouse may be occupied **until it is completely finished, and until water, sewage and electricity are installed.** A barn may include an apartment for employees or be used as a guesthouse. **Barns shall be oriented or constructed to the rear of the tracts and may be as near as 10 feet from rear property lines "except" tracts 11 and 12 which shall require a minimum of 25 feet from rear property lines.**

1.05 Any structure built in the subdivision shall be completed within 12 months after construction or re-construction has commenced. The purpose of this section is to prevent tract owners from commencing the construction of a building and then not completing such construction to the detriment of the surrounding tracts.

1.06 All buildings and structures erected on the tracts shall be finished with or constructed of masonry, stucco, brick, log, hardiplank, cedar, or other wood siding are encouraged in the design plan (**exposed center block is prohibited except for barn construction**). Building exteriors and roofs on guesthouses and all outbuildings shall be similar in color and design to the main residence. The materials used to construct a barn to stable livestock may be different. However, the exterior of such barn material shall be architecturally compatible to all other structures on the subject tract (the use of "**unpainted**" galvanized corrugated sheet metal is prohibited). All Building exteriors and roofs will be maintained and kept in good repair, painted or otherwise maintained, especially as needed on the outside finish from time to time, in order to maintain a neat and attractive appearance for the entire subdivision.

1.07 No owner shall occupy or use his tract or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof, provided, however, that Developer and its designated assignees may use one or more tracts, or the homes situated thereon as furnished models. Notwithstanding the foregoing, an owner may use his home for his own private or professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of the Developer to have an essentially residential community. Any owner or purchaser who desires to use his home for professional purposes must first apply, in writing, to the Developer

and/or Home Owners Association, and request an exception to the residential use restriction. The Developer and/or Home Owners Association at their sole discretion will review these request on a case-by-case basis, and give the property owner written approval or disapproval of their request within 30 days from the receipt of their written request. In the event the Developer and/or Home Owners Association fails to approve or disapprove the request within the specified period of time, approval thereof shall not be required and the provisions of this Paragraph will be deemed to have been fully complied with. The exception to strictly residential use shall be narrowly defined and strictly enforced by the Developer and/or Home Owner Association and in no way will permission be granted if the professional use requires repair, production or manufacturing of any item that has any visibility or noise whatsoever evident from the exterior of the home.

1.08 Temporary structures may be used as building offices or for related purposes by developer or builder during the construction period. Such structures shall be removed immediately after completion of construction. Location of temporary structure will be at the Developer's or Home Owners Associations discretion.

1.09 All tract owners shall be responsible for their own source of water and septic-system. Water wells shall be located to the side or rear of the main residence. Prior to occupancy of a tract, each Tract Owner shall have a soil absorption test, construct, and maintain a septic-system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If a septic-system emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining tracts, such system shall be repaired or modified so as to eliminate such foul or noxious odors or unsafe liquid. No cesspools shall be dug or permitted on any part of the Subdivision.

1.10 Property owners shall at all times maintain the Subdivision in a healthful, sanitary, neat, attractive and presentable condition. Each tract owner shall be required to keep his **Lawn and Landscaping properly groomed on a regular basis**. All tract owners shall keep their land free of all trash, garbage, waste matter or debris of any kind shall not be dumped or permitted to accumulate on any tract in the Subdivision, including vehicles that are not running of any description, unused building materials unless they are maintained in a container designed for the item and/or screened or covered in a manner where the above, are out of site from the Main Road and/or the surrounding neighbors (tarps thrown over the top of building material or vehicles or any other item are not considered as proper cover or screening).

1.11 Prior to trash disposal and removal of trash, garbage, or other waste shall be temporarily kept concealed so as to be kept from the view of the road and adjoining property owners. No garbage or trash containers may be placed or remain out for pick up sooner than 6:00 p.m. the day before or after 9:00 p.m. the day of regular scheduled garbage or trash pick up. Each tract Owner shall arrange for at least weekly garbage, rubbish and trash pickup.

1.12 There shall be no **commercial** automotive, all terrain vehicle, boat repair, equipment repair or tractor repair facilities or any Dismantling of cars, repair to lawn mowers, motorcycles etc. Any dismantling or repairs for personal use shall be done within a shop area, garage area,

and out of site from areas visible from the street or adjoining properties. Vehicles etc. may not be placed on any tract and offered for sale.

1.13 There shall be no day-care centers located in any facility on any tract, however, a day-care home, as defined by the appropriated governmental agencies, will be permitted.

1.14 No tract owner may use his tract in a way that affects tracts around him by reducing the value of those tracts as a result of that tract owner's use of his property. Without prior approval from the Developer and/or Home Owners Association no tract owner can excavate, raise the height of existing grade, or remove ground cover, except as to build a structure, in a manner that will not affect the historic flow of water across the Subdivision from one property to another. No tract owner may channel water from his property to another tract owner or make any modifications or changes to his property, either as a result of building dwellings or other structures or by otherwise using his property in a manner that does affect the historic flow of water, **unless the Developer and/or Home Owners Association and the tract owner whom it will affect agrees in writing to the change.** The purpose of this section is to protect all tract owners from damage which is foreseeable and which can be prevented by the use of appropriate engineering experts and good ground conservation techniques.

1.15 No pistol, rifle, shotgun or any other firearm or fireworks or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Subdivision, except in the protection of property owners, their property or their animals from predators or nuisance varmints.

1.16 Signs no more than five (5) square feet may be placed on a tract improved with a residential structure offering it for sale by owner or owner's agent. This does not include any sign on a gate or entranceway into the tract setting forth the name of the owner or the name of the tract, signage of this nature shall be subject to approval by Developer or Home Owners Association.

1.17 Until the owner is ready to commence improvements, no building material of any kind or character shall be placed or stored upon any tract, and then such material shall be placed within tract lines, or on the parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the pavement and property line. Builders will be required to use large trash containers during the building phase in which to contain the building debris or be hauled-off periodically. Builder is prohibited from allowing building debris to accumulate longer than 60 days. This provision is to protect the beautification of the Subdivision from unsightly construction debris and garbage.

1.18 Plans for private swimming pools must be approved by the developer or Architectural Control Committee, above ground pools are prohibited, unless the above ground pool is concealed by a six foot (6') privacy fence, small baby pools for temporary use are allowed, these pools shall be oriented to the rear yard areas.

1.19 Night lights of mercury vapor or quartz iodine and security lights that respond automatically to movement are permitted but must not be located where it directly affects, or is a nuisance to the adjacent property owner.

1.20 Limited numbers of Livestock may be kept on individual Subdivision tracts (see items A,B,C and D located in paragraph 1.21). No commercial poultry or swine operations may be conducted within the Subdivision (exception given to 4-H or FFA members). Each tract owner who keeps livestock shall ensure that the property of surrounding tracts is not adversely affected or damaged by any animal, animal wastes, odor, or the destruction of natural ground cover in such a manner that it affects the historic flow of water from the tract with the livestock to surrounding tracts, or may become a hazard to the health, welfare and well being of the property owners in the subdivision or adjacent properties. Any government regulations concerning the keeping and raising of livestock, however, shall take precedence over these covenants if they are in conflict.

1.21 Each tract owner shall ensure that such tract owner's animals, or animals of the owners tenants are maintained on and confined to such owner's tract whether penned or pastured, by all necessary fencing or other restraints, at the expense of the animal owner, and not allowed to cross on to the property of other tract owners. All Animals or livestock will be kept to the rear or behind the main residence, and their habitat kept clean, and odorless at all times. The Developer and/or Home Owners Association must approve the fencing used to hold livestock. **The number of animal units will be limited to the following:**

- A. Large animal units such as a horse or cow, etc. shall not be allowed on tracts smaller than 3 acres. Tracts containing 3 acres or more shall be allowed 1 large animal unit per acre after deducting 1 acre for Home site improvements.
- B. Any animal with unweaned offspring shall be deemed to be a single animal unit, as long as offspring is no more than 6 months of age.
- C. Swine, poultry, sheep or goats shall not be permitted except solely for use as a 4H or FFA project.
- D. Only domesticated pets shall be allowed such as dogs, cats, etc. Pets shall not be allowed to roam free and shall be contained within the owner's property, at all times, unless accompanied by or controlled by owners. **No commercial dog or animal kennels shall be allowed.**

1.22 Developer and predecessors in title reserve all oil, gas and other minerals on, on and under or that may be produced and saved from the herein described property. No oil and gas surface operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted.

1.23 If any tract owner or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for (but not the obligation of) the Developer and/or the Homeowner's Association, or their respective successor(s), heirs or assigns, to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate such restrictions and whether to prevent him or them from recovering damages for such violation, for the benefit of the Developer, or their respective successor(s), heirs or assigns.

**ARCHITECTURAL COMMITTEE**

The Architectural Control Committee shall operate under the provisions of these Restrictive Covenants and shall be responsible for review of all plans for any improvements or actions within the Subdivision, which is subject to these Restrictive Covenants. The Committee shall also be responsible for monitoring compliance with all of the provisions of these Restrictive Covenants. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of up to two (2) members appointed by the Developer. The initial Committee shall be composed of A.A. Hodde, and Tina Hodde. Any member or members of the Committee may be removed, and a new member or members may be appointed in the event of the removal, death, incapacity, or resignation of any member of the Committee. A Successor to a member of the committee shall have all of the duties and possess all of the powers of the member they replace. The Committee may designate a representative to act for it and to perform any function that the Committee as a whole could perform, provided that the appointment or removal by the Committee of such a representative shall be by instrument in writing which shall be filed of record in the Official Public Records of Real Property of Washington County, Texas. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the Committee or by the duly designated representative of the Committee.

**II. ARCHITECTURAL CONTROL**

The general intent of the Developer is the motif and design of residential buildings on the Tracts be compatible with the "Country or traditional" setting, this provision is included herein for the purpose of discouraging construction of residential buildings considered to be unconventional or extreme in design.

2.01 No building or other improvements including without limitation, home, garage, covered patio, barn, shed, storage building, fences and outdoor lighting, water wells and septic systems, shall be commenced, constructed, erected or placed on any tract nor shall exterior additions and alterations therein be made, unless and until (i) a preliminary site plan showing work to be done is submitted in writing to the Architectural Control Committee or developer, as defined hereinafter, and (ii) the final working plans and specifications as to the nature, kind, shape, height, materials, location and exterior color schemes have been approved in writing by the

Architectural Control Committee or developer. The Committee or developer shall have the right, free of charge, to retain one (1) copy of the final working plans and specifications. In the event the Committee or developer fails to approve or disapprove the preliminary site plan within thirty (30) days after they have been submitted to the Committee or developer for approval, approval thereof shall not be required and the provisions of this Paragraph will be deemed to have been fully complied with. Where any tract owner has neglected to submit preliminary and/ or final working plans and specifications for approval, failure of the Committee or developer to exercise the Powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any tract, or any exterior addition to or alteration thereof, has been completed.

2.02 Exterior television or radio antennas, satellite dishes of any sort shall be placed to the side or rear of any residence. A small satellite dish or roof mounted television antenna system no more than ten (10) feet above peak of roofing or above the height of a standard chimney will be allowed.

2.03 All residences shall contain not less than fifteen hundred (1500) square feet of living area, exclusive of porches, breezeways, patios and garage. Any residence constructed in the subdivision shall be new or reconstructed to be equal to the quality of a new residence and shall be reconstructed to the standards and approval of the developer, Home Owners Association and Architectural Control Committee. If a residence is to be moved onto the Subdivision the structure will not only have to meet the standards equal to the quality of new construction, but the construction drawings will also be carefully reviewed and approved by Developer or Home Owners Association prior to the relocation of the home. Total reconstruction of a home moved onto the Subdivision, will have the same time period allowed for completion of the interior as that of a new home, however, the homes exterior must be completed within 6 months after the structure is relocated onto the subject tract.

2.04 The **minimum width of each home** with or without a garage shall be **fifty (50') linear feet across the front**. Side and rear entry is encouraged when planning the construction of a carport or garage. The front of all residences shall be oriented towards "Crestview Lane," with the exception of tract 10 which shall front on "Spring Creek Road".

2.05 Residences must include a carport or garage, or any compatible structure for containing family vehicles (a side entry garage, carport, etc. is preferred). Boats, recreational vehicles (including all-terrain), tractors, cattle trailers, travel trailers or utility trailers, motor homes or motor coaches etc. shall be parked in an enclosed garage, barn, carport or designated storage area behind or to the side of the main residence and out of sight from the main roads "Crestview and Spring Creek County Road". If the storage area for the above vehicles and trailer's are attached to the main residence, a general building scheme compatible with the main residence is required.

2.06 All exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes etc. must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is nine (9) months from the date the slab or foundation is poured or installed, and the completion time of any construction project shall not exceed one (1) year.

2.07 As a part of a common theme and continuity, the frontage of each tract shall follow the same fencing specifications along "Crestview Lane". The lots that touch Spring Creek County Road may be fenced along Spring Creek Road so long as "all" owners of tracts 1,10, and 12 erect the same fence as described below as the main road fence. The fencing specifications for "Crestview Lane and Spring Creek County Road" (if fenced) are as follows:

- A. The fencing material and design for "Crestview Lane and Spring Creek Road" shall be constructed of treated pine, split rail cedar, cedar or similar hardwoods or of a plastic composite etc. (the architectural design and material shall be decided and confirmed by the Architectural Control Committee or Developer).

Hurricane or chain link fences are strictly prohibited in the "front" yard area of "any" residence.

### III. EASEMENTS

3.01 Easements for installation and maintenance of utilities are reserved by the Developer; no structure of any kind shall be erected upon any of said easements, except a water well or septic-system providing it does not restrict the use of such easement for the necessary utilities for which it was designed. Each tract Owner shall be solely responsible for the maintenance of any driveways from the main road to their tract from that point where such driveways tie into the Main Road.

3.02 Developer reserves an easement ten-feet (10') wide along the curved portions of tract 1& 12, that is located at the intersection of Crestview Lane & Spring Creek County Road for the purpose of landscaping and beautification of the entrance to Spring Creek Estates.

### IV. HOME OWNER'S ASSOCIATION

4.01 After ninety percent (90%) of all tracts are sold in Section I of Spring Creek Estates every tract owner in Section I shall become a member of the Spring Creek Home Owners Association (herein referred to as the "Association"). All future sections that may become a part of Spring Creek Estates shall become subject to the same 90% rule mentioned above, (for Section II, III, etc.) in order to become a member of the Association, this means that ninety (90%) percent of all tracts in "each" section have to be sold before an owner becomes a member.

4.02 The purpose of the Association in general is to protect the general scheme of the development as evidenced by these Restrictive Covenants and to provide for and promote the health, safety and welfare of the Owners, adjust as necessary and collect the annual maintenance fee for upkeep and protection of the common areas along Spring Creek road and Crestview Lane, included but not limited to, the landscaping and beautification of the Main Entrance of said Subdivision. The Annual maintenance fee shall initially be set at fifty dollars (\$50). Any adjustments/change in the amount of the annual maintenance fees shall be adjusted or reset only when approved by 75% vote of the entire membership.



4.03 In order to maintain your voting privileges, each member must be current on their assessment fee. The Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association when ninety- (90%) percent of all tracts in each section has been sold. In the event that Developer no longer owns any portion of the property for which Developer is not deemed to be an Owner, all rights and obligations of Developer hereunder, shall automatically be transferred to and assumed by the Association, and Developer shall automatically be relieved of same, without need of any written assignment or delegation.

4.04 The Developer, for each lot owned within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association, the annual assessment fee as set forth in Section 4.02. A member that terminates their ownership shall pay the prorated assessment fee up to the day of conveyance, providing the previous owner/member gives prior notice to the Association as to the change of ownership along with the name and address of the new owner.

4.05 If any member is delinquent in paying their assessment fees, the annual assessment fee, together with interest, costs and reasonable attorney fees, shall be charged on the delinquent members tract and shall be secured by a continuing lien upon the tract against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the owner of such tract at the time when the assessment fell past due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them.

4.06 No lot owned by the Developer shall be subject to any annual assessment fee while it is owned by the Developer unless or until a dwelling unit has been built thereon and six (6) months have expired since the substantial completion of such dwelling unit or the dwelling unit has been permitted to be occupied, whichever occurs first.

4.07 Covenants shall run with the land and shall be binding on all owners within the subdivision. These covenants shall run with the land until December 31, 2030, at which time they shall be automatically extended for successive periods of ten years each. The covenants may be modified if during the first thirty-year period, by an instrument signed by a minimum of ninety percent (90%) of the tract owners and thereafter by an instrument signed by a minimum of seventy-five (75%) of the tract owners. Prior to selling a minimum of ninety percent (90%) of the tracts within the subdivision, the developer shall have and reserves the right any time and from time to time without the consent of any other party to amend these restrictive covenants by an instrument in writing duly signed, acknowledged and filed of record for the purpose of amending or correcting all or any portion of these restrictive covenants.

V. GENERAL PROVISIONS

5.01 Invalidity of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.

5.02 The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other gender, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

5.03 If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.

5.04 If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

5.05 Any notice required to be sent to any Member or Owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person who appears as Member or Owner, as they may be on the records of the Developer or the Association at the time of such mailing.

5.06 The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the together covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

5.07 In the event the approval or consent of the Developer, Association, or Architectural Control Committee is required under these Restrictive Covenants, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.