

**SPRING ACRES, SECTION 1 – RESTRICTIONS**

**FILE # 244350**

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**DEED**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CWB CORP., a Texas corporation, is the owner of all that certain real property comprising "Spring Acres, Section 1," and herein sometimes referred to as "Subdivision," according to the unrecorded plat in Montgomery County, Texas, to which reference is here made for full and particular description of said real property; and

WHEREAS, CWB CORP., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CWB CORP., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "SPRING ACRES, SECTION ONE," owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

**1. BUILDING PERMITS AND ARCHITECTURAL CONTROL**

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out, and a building permit has been issued by an architectural committee designated by CWB CORP.

The architectural control committee is composed of R. W. Weakley, 1318 Americana Building, Houston, Texas, J. W. Smelley, 2303 Smith Street, Houston, Texas, and W. Charles Baltzell, 1318 Americana Building, Houston, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event said committee or its designated representatives fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection 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 fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to the owner, submitting said plans and specifications, addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of curing the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

**2 RESIDENTIAL LOTS**

All lots in said "Spring Acres, Section 1" unless otherwise designated on the unrecorded plat of this subdivision shall be known and designated as "Residential Lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations:

- (a) Building Location. No building or other structure including fences shall be located on any residential lot nearer to the street than the building line as set forth and designated on the aforementioned unrecorded plat.

No building shall be located nearer than five feet to any interior lot lines, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. In any determination of this clause, the building line as shown on the recorded plat shall include open porches and garages or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted by CWB CORP., upon the recommendation of the architectural control committee and upon such variations being ratified by all abutting property owners.

- (b) Use No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residence on separate lots be advertised for use or used as hotel, tourist courts or tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

(1) Except for the restrictions herein set forth for other residential lots, no residence shall be constructed or the plans approved therefor having an interior area of less than 800 square feet. Provided further that said square footage set forth herein and hereafter shall be exclusive of attached garages, porches, servant's quarters or other appendages.

(2) No building or structure shall be occupied or used until the exterior thereof is completely finished.

(3) In no event shall any residential lot be used for any business purpose.

- (c) Construction All structures shall be at least 75% brick and only new construction materials be used except for used brick. All roofing material used shall be cedar shingles or asphalt built-up roof with gravel or composition. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab foundation or suitable elevated pilings. In no event shall any old house or building be moved on any lot or lots in said subdivision. Owner or owner's contractor must produce a bond, acceptable to CWB CORP., that said construction of any kind and character be it the primary residence, garage, porches, or appendage thereto, that the exterior construction shall be completed within 120 days after the pouring of the slab. All gas meters shall be placed behind the building line and next to the building.

### 3. GARBAGE

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

### 4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: a truck larger than three quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards, automobiles, trucks or other vehicles used for parts; water wells or private water systems, except as provided for in the following paragraph.

## 5. EASEMENTS

An easement is reserved over and across all lots in the subdivision for the purpose of installing, preparing and maintaining, and are hereby conveyed to the proper parties (including CWB CORP., water drainage, sewage, and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone service for the lots in the subdivision, and all contracts, deeds and conveyances, any of said lot or portion thereof are hereby made subject to this easement. A 10-foot ground and aerial easement adjacent to all road right-of-ways.

## 6. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved on this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision. This restriction shall not prohibit the construction of other structures as may be suitable and proper for the use of residents as provided in Paragraph 2 (c). Neither shall the restriction prohibit the storage of resident's campers and/or trailers on their property.

## ANIMALS

Each home shall be allowed one horse per acre, but no cows or poultry other than house pets, may be kept on said property.

## 7. FENCES AND PLANTS

No fence or wall shall be located any nearer to a street than the building line as set forth in the aforementioned unrecorded plat. Neither shall any fence or wall higher than seven (7') feet in height be constructed in said subdivision. All fences built of lumber, other than cedar or redwood, shall be coated with at least two (2) coats of paint or stain. Fences may be constructed on the interior property lines in accordance with this restriction.

## 8. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

## 9. MAINTENANCE FUND

Each lot sold shall be subject to an annual maintenance fund of \$10.00 per year, payable July 1<sup>st</sup> in advance each year. Said fund to be collected and disbursed by the officers of Timber Lakes-Timber Ridge Association, Inc., until eighty percent (80%) of all lots in said subdivision are sold, including this and all subsequent sections.

Then said fund shall be collected and dispersed by a committee of three persons selected or elected by the Timber Lakes-Timber Ridge Association, Inc. This fund shall be used for the purpose of improving and maintaining the streets parkways, easements, collecting and disposing of garbage and rubbish, maintaining and operating a swimming pool, if any, or doing any other things necessary or desirable in the opinion of the Timber Lakes-Timber Ridge Association, Inc., its successors, assigns, or nominees, to keep the property neat, clean and in good order, including but not limited to the right to enforce these restrictions and covenants. Any Purchaser of any lot shall be required to be a member of the Timber Lakes-Timber Ridge Association, Inc.

## 10. TIMBER LAKES-TIMBER RIDGE ASSOCIATION

The Timber Lakes-Timber Ridge Association, Inc., which shall comprise all of the property owners in said subdivision. Said association is incorporated under the Texas Non-Profit Corporation Act to carry out the duties, obligations and purposes herein given and set out in these restrictions and covenants. The association shall be governed by a board of directors made up of three (3) property owners, chosen by the property owners of this subdivision annually.

The property owners shall have one vote in the selection of the board of directors for each lot owned in the subdivision. All members of the association and their families shall have free ingress and egress to the lake or lakes throughout the park areas or other access routes designated on the plat or recorded of this subdivision. All parks, lakes and beach improvements shall be available for the use of property owners and their families at their own risk.

13. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

After CWB CORP., the developer, shall have sold eighty percent (80%) of the lots in this subdivision, any or all of the covenants herein may be annulled, amended, or modified at any time by a vote of two-thirds of the Board of Directors of the Timber Lakes-Timber Ridge Association, Inc., upon the recommendation of the architectural control committee, and ratified by a majority of the lot owners in the unit in which such amendment is proposed. All such lot owners shall be given thirty (30) days' notice in writing of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all expense of such amendment. No amendment shall place an additional burden or restriction on lots in said subdivision where the owner of such lot or lots does not join in such amendment.

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or their successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and which such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the unrecorded map of Spring Acres, Section 1, Montgomery County, Texas, and lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in such deed or conveyance to any lot or lots in said subdivision the same shall be of the same force and effect as if said restrictions, covenant, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

We, the TENNESSEE LIFE INSURANCE COMPANY, holders of the lien on Spring Acres, Section 1, do hereby ratify and confirm said restrictions and do hereby in all things subordinate to said subdivision, the lien against said land held by us.

IN WITNESS WHEREOF, the CWB CORP., a Texas corporation, has caused these presents to be executed by its president and attested by its secretary all thereunto duly authorized on this 14<sup>th</sup> day of April, 1970.

**SIGNED, NOTARIZED AND CERTIFIED COPIES OF THESE DEED RESTRICTIONS ARE AVAILABLE AT THE HOME OWNER'S ASSOCIATION OFFICE FOR \$5.00 PER SET.**