

COPY

244-01-0739

8359744

REAL PROPERTY RECORDS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

SPRING OAKS SECTION ONE (1). A SUBDIVISION IN
MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR
OR PLAT THEREOF, RECORDED IN VOLUME 7, PAGE 293,
MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J & J LAND & DEVELOPMENT CO., a corporation, was the
developer of that certain real property located in Montgomery County,
Texas, described as follows, to-wit:

Lots 1 through 43; Lot 43-A; Lots 44 through 82;
Lot 82-A and Lots 83 through 90 of SPRING OAKS
SECTION ONE (1), a Subdivision in Montgomery County,
Texas, according to the map or plat thereof, recorded
in Volume 7, Page 293, Map Records of Montgomery
County, Texas.

WHEREAS, the property set out above was conveyed by J & J Land &
Development Co. to various parties by deeds duly filed for record in
the office of the County Clerk of Montgomery County, Texas. Some,
but not all of the above mentioned deeds had incorporated therein,
restrictions and covenants dealing with the lot(s) conveyed by said
deeds. Through oversight J & J Land & Development Co. failed
to incorporate restrictions and covenants in all of the deeds for lots
in the aforementioned SPRING OAKS SECTION ONE (1), where in fact, the
intent of the developer was to create a uniform pattern of restric-
tions and covenants for all of said lots in said addition; and

WHEREAS, SPRING OAKS CIVIC ASSOCIATION, a Texas non-profit
corporation is an incorporated association comprised of the lot owners
in SPRING OAKS SECTION ONE (1), with the purpose of promoting and
furthering the interests of the property owners of said addition; and

WHEREAS, the undersigned, being the owners of a majority of the lots in SPRING OAKS SECTION ONE (1), and J & J LAND & DEVELOPMENT CO., a corporation, the developer of the lots in SPRING OAKS SECTION ONE (1), and SPRING OAKS CIVIC ASSOCIATION, a Texas non-profit corporation, desire to remove any doubt created by the failure to include restrictions and covenants in the aforementioned deeds, and likewise desire to create a uniform pattern of restrictions and covenants for the land comprising all of SPRING OAKS SECTION ONE (1):

NOW, THEREFORE, it is hereby declared by the undersigned, being the owners of a majority of the lots in SPRING OAKS SECTION ONE (1), SPRING OAKS CIVIC ASSOCIATION, a Texas non-profit corporation, and J & J LAND & DEVELOPMENT CO., a corporation, the developer of the lots in SPRING OAKS SECTION ONE (1), that all of the property above described shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property above described and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

USE RESTRICTIONS

(1) Said property shall be devoted exclusively to and used exclusively for residence purposes and no lot owner shall construct or permit the construction of any building or improvements at any time upon said property, except such as are suitable for and designed and intended to be used as a place or places of residence with the necessary outbuildings required in connection with residences located on said premises and then, only if the building plans pertaining thereto have been first approved by an authorized representative of SPRING OAKS CIVIC ASSOCIATION.

(2) No garage apartments shall be erected on said lots except in the rear of a residence already constructed.

(3) No part of any residential building shall be located nearer to the front lot line or nearer to the side street line than the building line shown on the recorded plat and not nearer any other interior lot line than ten (10') feet and not nearer than five (5') feet from the rear of said property. No building, including a detached garage, shall be erected nearer than five (5') to an interior lot line. No residence consisting of less than fifteen hundred (1500) square feet shall be erected on said property and the exterior of same shall not be less than fifty-one (51%) percent masonry. No outdoor toilet shall be constructed upon said property and all toilets and baths shall be installed with and connected to a septic tank or sanitary sewer. No trailer, mobile home, tent, shack, garage, barn or other temporary outbuilding erected or placed on any lot in said Subdivision shall be used a temporary or permanent residence or for any other purpose whatsoever.

(4) No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No lot or any portion thereof shall be used for the purpose of raising or keeping of swine, goats, fowl, mules, sheep, cattle or any other animals that cause a nuisance for either commercial or personal pleasure other than domestic household pets.

(6) All improvements shall be constructed on the lot concerned so as to front on the street on which such lots front. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular lot fronts. The corner lot shall be deemed to front on the street on which it has the smaller dimensions.

(7) Drainage structures of private driveways shall have a net drainage opening of sufficient size to permit the free flow of water. No fence will be permitted from the front of the residence to the street.

(8) A building site shall consist of one lot, or one of more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any difference between the size of the two lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

(9) No sign of any kind shall be displayed to the public view on any residential Building Plot 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 sales period.

GENERAL PROVISIONS

The undersigned Declarants, or any property owner in SPRING OAKS SECTION ONE (1), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, and all of the provisions shall remain in full force and effect.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the owner of any lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be

244-01-0743

effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended or terminated by an instrument signed by not less than seventy-five (75%) percent of the lot owners. No amendments shall be effective until recorded in the Real Property Records of Montgomery County, Texas.

EXECUTED on this the 7 day of December, 1983.

SPRING OAKS CIVIC ASSOCIATION

By Linda Dianner Leveller
Secretary

By: Hewitt R. Clarke
President

EXECUTED by the undersigned Declarants on the dates affixed to the acknowledgments of the signatures set out below.

AFTER RECORDING RETURN TO:
Spring Oaks Civic Association
c/o Mr. Hewitt R. Clarke, President
702 Basswood
Spring, Texas 77386

