

#2

## RESTRICTIONS

### SPRING CREEK ESTATES SUBDIVISION SECTIONS ONE AND TWO

In order to insure to all purchasers in the above described Spring Creek Estates, Sections One and Two, that all properties therein will be developed and maintained in a uniform manner to the mutual benefit of all owners, the following conditions, restrictions and covenants are hereby established, the same to be covenants running with the land and shall be binding upon all the tracts and purchasers of land in Spring Creek Estates, Section One and Two, save and except "Reserve A" of Section One. Each purchaser agrees to observe these conditions and restrictive covenants as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 2004, and shall be automatically extended for successive ten year periods thereafter unless three-fourths of the owners of tracts in said subdivision shall agree in writing, properly executed and recorded in the Office of the County Clerk of the county in which the land is physically located, to amend or repeal such restrictions.
2. All the lots except "reserve A", in Section One shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No abandoned or non-operational articles (such as cars, appliances, or machinery) shall be visibly left on the premises. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state, or federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be nuisance or annoyance to persons of ordinary sensitivity. All such articles or offensive situations must cease or be removed from premises within 90 days.
3. No residence shall be built or maintained of a living area of less than 1,000 square feet, exclusive of garages and open porches. Every building site must be of at least one acre in area. Only one main residence and one secondary residence shall ever be built or maintained on any tract or building site. No tent, trailer, bus, shack, barn, portable structure, or other outbuildings shall at any time be used as a permanent residence or as a temporary residence for more than one year. Structures existing prior to 1994 are exempt. When construction of any exterior improvement is begun, it shall be completed within one year. Further, no construction materials or equipment shall be visibly stored on the property except while construction is underway. Nor shall such a temporary structure remain on the property following the completion of a permanent residence, but instead be removed from the property within 90 days of completion.
4. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the seller to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.
5. All tracts affected are sold subject to roads, easements, and building lines shown on the plats of said Section One and Two of Spring Creek Estates Subdivision as referred to above.

6. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewage into roads, streets, ditches, or upon open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body.

7. The use or discharge of firearms for the purposes of hunting or target practice within the subdivision is expressly prohibited.

8. The seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person(s) from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Toppenberg, Mrs. Blain Kirby, Mrs. B. J. Foster, James R. Powell, Don R. Hall, James B. Ash, Flo Barker, James C. Slater, Verlie Webber, Richard K. Havens, O. L. Small, Lloyd B. Reid, Jr., James C. Bennett, W. F. Wilson, Mrs. Bill Golibart, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the

of December, A. D. 1978.



*Evangelina Engledow*  
Notary Public in and for  
Montgomery County, T E X A S

FILED FOR RECORD  
AT 2:00 P.M.

752-4291 02/01/78

DEC 28 1978

ROY HARRIS, Clerk  
County Court, Montgomery Co, Tx  
By *[Signature]* Deputy

EXTENSION OF RESTRICTIONS

SPRING CREEK ESTATES SUBDIVISION  
MONTGOMERY COUNTY, TEXAS

7854426

DEEDS!

SECTIONS ONE AND TWO

Original restrictions recorded December 3, 1959 in Deed Records of Montgomery County, Texas in Volume 472 on Pages 362 and 363. The undersigned property owners of Spring Creek Estates Subdivision, Sections One and Two hereby renew the current restrictions under the provision of Paragraph 1, in said restrictions for a period of an additional ten (10) years beginning January 1, 1979. The total undersigned property owners do comprise more than 3/4 of the total property owners of tracts in subject subdivision.

Section One (1):

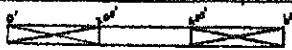
Section Two (2):

- Lot 1: Patricia Toppenberg
- Lot 2: Patricia Toppenberg
- Lot 3: Mr. & Mrs. Richard G. Gierke
- Lot 4: Mr. & Mrs. J. Foster
- Lot 5: Mr. & Mrs. J. Foster
- Lot 6: Mr. & Mrs. J. Foster
- Lot 7: Mr. & Mrs. J. Foster
- Lot 8: James R. Howell
- Lot 9: James R. Howell
- Lot 10: James R. Howell
- Lot 11: James R. Howell
- Lot 12: Don Nelson
- Lot 13: Don Nelson
- Lot 14: Don Nelson

- Lot 1: \_\_\_\_\_
- Lot 2: James B. Oak
- Lot 3: James B. Oak
- Lot 4: Bob Barber
- Lot 5: \_\_\_\_\_
- Lot 6: James C. Matus
- Lot 7: Vertis W. Wilson
- Lot 8: Richard W. Havens
- Lot 9: Richard W. Havens
- Lot 10: Richard W. Havens
- Lot 11: G. L. Small
- Lot 12: G. L. Small
- Lot 13: G. L. Small
- Lot 14: Alfred D. Lind Jr.
- Lot 15: Don Nelson
- Lot 16: W. K. Gibson
- Lot 17: \_\_\_\_\_
- Lot 18: Mrs. Bill Anderson
- Lot 19: Mrs. Bill Anderson
- Lot 20: \_\_\_\_\_
- Lots 21, 22, 23, 24: [Signature]

PLAT OF  
SPRING CREEK ESTATES  
SECTION ONE

ACREAGE 38.48  
SURVEY LACY PEARSALL  
MONTGOMERY COUNTY TEXAS  
SCALE 1"=200' AUGUST 13, 1959



DEDICATION  
STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS;  
THAT SPRING CREEK DEVELOPMENT CO, OWNER OF THE PROPERTY SHOWN  
SUBDIVIDED IN THE ABOVE FOREGOING PLAT DO HEREBY MAKE A SUBDIVISION OF  
SAID PROPERTY ACCORDING TO THE LINES, ROADS, LOTS AND BLOCKS THEREIN  
SHOWN AND DESIGNATE THE SAME AS SPRING CREEK ESTATES AND DEDICATE  
TO PUBLIC USE AS SUCH THE ROAD AND UTILITY EASEMENT THEREON FOREVER  
AND DO HEREBY WAIVER ANY CLAIM FOR DAMAGES OCCASIONED BY  
THE ESTABLISHMENT OF GRADES AS PROVIDED FOR THE ROAD DEDICATED.

ALL LOTS WILL BE SOLD SUBJECT TO CERTAIN RESTRICTIONS AND DULY  
RECORDED IN THE DEED RECORDS OF MONTGOMERY COUNTY, TEXAS TO WHICH  
REFERENCE IS HERE AND NOW MADE.

SPECIAL ATTENTION IS DIRECTED TO SAID RESTRICTIONS CONCERNING SET  
BACK DISTANCES FOR BUILDING FROM PROPERTY LINES, ALSO CLAUSE  
RESTRICTING CERTAIN AREAS OF THE SUBDIVISION TO RESIDENTIAL USE ONLY.

NO SEWERS SHALL BE DRAINED INTO ROAD BEDS OR OPEN DITCHES.

WITNESS \_\_\_\_\_ HAND (S) THIS \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

*[Signature]*  
SECRETARY

*[Signature]*  
PRESIDENT

APPROVAL

*[Signature]*  
COUNTY JUDGE

*[Signature]*  
PRECINCT 1

*[Signature]*  
PRECINCT 2

*[Signature]*  
PRECINCT 3

*[Signature]*  
PRECINCT 4

*[Signature]*  
Deputy Co. Surveyor

*[Signature]*  
COUNTY SURVEYOR

CERTIFICATION

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT ACCURATELY  
PRESENTS A SUBDIVISION AS Laid OUT BY ME OF A (38.48) Acre TRACT  
EXCLUSIVE OF ROADWAY CONVEYED BY DEEDS FROM J.M. ENGLEBOW & R.B. DENNIS  
TO SPRING CREEK DEVELOPMENT CO, AND RECORDED IN Vol. 468 PAGE  
400, 402, Vol. 464 PAGE 551, Vol. 408 PAGE 323 & 518 OF THE  
DEED RECORDS OF MONTGOMERY COUNTY, TEXAS.

DATED Aug. 20, 1959  
*[Signature]*  
Registered Public Surveyor  
N#812.

FILED FOR RECORD Sept. 1  
RECORDED Sept. 28

1959 at 11:20 o'clock A. M.  
1959 at 11:00 o'clock A. M.  
W. T. HOOPER, Clerk County Court  
Montgomery County, Texas  
By: *[Signature]* Deputy

VII 472 PL. 362

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
**W. Triplott**  
known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of November A. D. 1959  
(L.S.) Dennis Dean (Dennis Dean)

Notary Public in and for Montgomery County, Texas

FILED FOR RECORD Nov. 18 1959 at 9:05 o'clock A.M.  
RECORDED Dec. 3 1959 at 5:00 o'clock P.M.  
W. T. HOOPER, Clerk County Court  
Montgomery County, Texas  
By: J. D. Haise Deputy

128834

RESTRICTIONS

SPRING CREEK ESTATES SUBDIVISION

SECTIONS ONE AND TWO

In order to insure to all purchasers in the above described SPRING CREEK ESTATES, SECTIONS ONE and TWO, that all properties therein will be developed and maintained in a uniform manner to the mutual benefit of all owners, the following conditions, restrictions and covenants are hereby established, the same to be covenants running with the land and shall be binding upon all the tracts and purchasers of land in SPRING CREEK ESTATES, SECTION ONE and SECTION TWO, save and except "Reserve A" of SECTION ONE. Each purchaser agrees to observe these conditions and restrictive covenants as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1979, and may be extended for additional ten (10) year periods thereafter provided that three-fourths (3/4) of the owners of tracts in said subdivision shall agree in writing properly filed in the office of the County Clerk, of the county in which the land is physically located, that the said restrictions shall be continued for such period and provided that such written agreements shall be made and filed within the last two (2) years of the period during which the restrictions are enforceable.
2. The tracts shall not be sold or devised to or acquired or held by any persons except of the Caucasian race.
3. All the lots except "Reserve A", in SECTION ONE shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on on any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.
4. No residence shall be built or maintained on an area of less than 1,000 square feet of living area, exclusive of garages and open porches. Residences shall be built at least 75 feet from the nearest right of way line of any dedicated roadway. The exterior of the residence shall be finished and if of a material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to, and obtain approval by Seller of any

NO. 472 JAN 364 123832

RELEASE OF OIL AND GAS LEASE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

That, TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, and E. G. THOMPSON, do hereby release, relinquish and surrender to the lessor, his heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between EDWARD B. CLARY, as TRUSTEE, as lessee, and R. E. HARRICK, as TRUSTEE, as lessee, dated the 21st day of June, 1938, insofar as said lease covers the following described land in the County of Montgomery and State of Texas, to wit:

150 acres, more or less, being out

of W. G. Allen Survey, Abstract No. 2;

said lease being recorded in the office of the County Clerk in and for said County in Book 203, Page 125.

EXECUTED this 5th day of October, 1959.



Accident Secretary

TENNESSEE GAS TRANSMISSION COMPANY

By *Josephus Collins*  
Vice President  
Tennessee Gas and Oil Company  
a division of  
Tennessee Gas Transmission Company

E. G. THOMPSON

By *E. G. Thompson*

plans for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions; if Seller does not disapprove plans within twenty days from submission, the plans will be deemed to have been approved. When construction of any improvement is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. Every building site must be of at least one (1) acre in area. The moving of used buildings onto any building site in the subdivision is prohibited unless such building is first inspected and approved in writing by Seller. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument; such successor may be a person, persons, corporation or civic club.

5. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.
6. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Seller to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.
7. All tracts affected are sold subject to roads, easements and building lines shown on the plats of said SECTION ONE and TWO of SPRING CREEK ESTATES SUBDIVISION as above referred to.
8. All tracts are sold subject to prior reservations of all oil, gas and other minerals.
9. If the parties hereto or any one of the purchasers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

FILED FOR RECORD  
RECORDED

Nov. 18  
Dec. 3

1959 at 9:40 o'clock A. M.  
1959 at 5:00 o'clock P. M.  
W. T. HOOPER, Clerk County Court  
Montgomery County, Texas  
By: F. D. House Deputy