

**RESTRICTIONS FOR SPRING CREEK - SECTION ONE  
Nacogdoches County, Texas**

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On this 26 day of October, 2000, SPRING CREEK A.S.R, LTD., a Texas Limited Partnership, herein called Developer, whose mailing address is P. O. Box 1388, Lufkin, Texas 75902, hereby declares that the land described below shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions restrictions, reservations, assessments, liens and charges hereby specifying and agreeing that these provisions hereof shall be and do constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns and all subsequent owners of each lot and the owners, by the acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of these Restrictions:

**1. LAND**

Developer is the owner of real property located in Nacogdoches County, Texas, (herein called the "Land"), as described on the subdivision plat of Spring Creek Section I to which reference is hereby made for all purposes and as described in Exhibit "A" attached hereto and incorporated herein by reference.

**2. SUBDIVISION**

Developer has subdivided the Land into lots (herein called "lots") with a reserve called "Reserve A" according to the plat thereof recorded in Volume 7, Page 61, of the Plat Records of Nacogdoches County, Texas, to which plat and its record reference is made for all purposes. Developer plans to create a residential community by selling the lots for the construction of single-family residences, townhouse-patio dwellings, garden homes, condominium units, pursuant to these Restrictions filed of record by Developer.

Reserve A is not subject to these Restrictions and may be put to non-residential use and may be freely resubdivided.

**3. PURPOSE**

The land is encumbered by the covenants, conditions, restrictions, reservations, assessments, liens and charges set forth herein to insure the best and

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highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of the attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investments made by lot owners.

**4. ARCHITECTURAL COMMITTEE**

The Architectural Committee is hereby created and appointed to act in the same capacity for Spring Creek Section I. The members of the Committee are Aaron Montes, Joseph Irie Montes. A third person or successors to be elected by the serving members at a later date to serve until their successors are named. A majority of the Architectural Committee may designate a member to act for the Architectural Committee. No notice of any of its meetings shall be required other than as may be required by law. A vacancy on the Architectural Committee shall be filled by the remaining members or a single remaining member. When all of the lots subject to this Declaration, including those which may be subject hereto under Paragraph 9 below, are sold by the Developer and improvements are constructed thereon, the term of office of the Architectural Committee shall be deemed to have expired and Spring Creek Improvement Association shall have the authority to select the Architectural Committee. The members of the Architectural Committee whose terms have expired shall serve until their successors are selected and shall be a partner or officer of a partner in Developer or a Lot owner.

No building, garage, storage house, wall, antenna, fence, driveway, sidewalk, parking area or other improvements shall be erected, placed, altered or maintained upon any lot nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations shall have been submitted to and approved in writing (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography) by the Architectural Committee, which approval will not be unreasonably withheld. Plans, specifications and plat shall be filed with the Architectural Committee by delivery to the office of the Developer. All actions of the Architectural Committee will be in writing and copies of its actions will be retained in its records maintained at the office of the Developer. If the Architectural Committee fails to act on a request within thirty (30) days after filing plans and specifications, said plans and specifications shall be deemed approved.

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Construction done pursuant to and in accordance with plans, specifications and plats approved, or allowed to become effective without approval by the Architectural Committee under the terms of this paragraph shall be conclusively presumed to comply with these Restrictions and shall not be subject to legal prohibition under Paragraph 10 or any other provision hereof.

The Architectural Committee may establish an Architectural Control Fact Sheet containing supplemental or detailed information and requirements including utility connection requirements for building in Spring Creek. Such Architectural Control Fact Sheet as such is amended is incorporated in these Restrictions.

The Architectural Committee is authorized in its sole discretion to grant a variance from the requirements contained in Paragraph 5, Subparagraph (b)(2), (c), (d), (e), (f), and (g).

**5. RESTRICTIONS ON LOTS**

(a) Land Use. All lots in the subdivision other than Reserve A shall be used for residential purposes only. Temporary uses may be made of the lots by Developer for model homes, parking lots and/or sales offices, which shall be permitted until such lots are sold or until permanent cessation of such uses takes place.

(b) Building Types. No building shall be erected, altered, placed or permitted to remain on any lot other than:

- (1) One detached single-family dwelling for single-family occupancy and garage on each of the following lots:

Section One, Lots 1-5, 18-72

- (2) One patio home or garden home dwelling for single-family occupancy in each lot, not to exceed three stories in height on each of the following lots:

Section One, Lots 6-17

All garages and carports shall be large enough to accommodate under roof at least two full-sized automobiles and be attached directly to the house unless permission is granted by the Architectural Committee to deviate from this requirement. No building shall remain uncompleted for

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more than one year after construction has been commenced.

For purposes of these Restrictions "single family" means a group of persons no more than two of whom are unrelated by blood or marriage.

(c) Dwelling Size. The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces, and/or servant's quarters shall be as follows:

(1) Each single-family dwelling on Section One, Lots 1-5, Lot 18 and Lot 51 shall be not less than 2,000 square feet (heated and cooled) (and, if more than one story, the ground floor shall be not less than 1,200 square feet , except that the combined area for the first and second floors shall be not less than 2,300 square feet.)

(2) Each single-family dwelling on Section One, Lots 19-50, shall be not less than 1,700 square feet (heated and cooled).

(3) Each single-family dwelling on Section One, Lots 52-66, shall be not less than 2,200 square feet (heated and cooled) (and, if more than one story, the ground floor shall be not less than 1,250 square feet, except that the combined area for the first and second floors shall be not less than 2,500 square feet).

(4) Each single-family dwelling on Section One, Lots 67-72, shall be not less than 2,000 square feet (heated and cooled).

(5) Each patio home or garden home dwelling unit for a single-family occupancy shall not be less than 1,500 square feet on the following lots :

Section One, Lots 6 through 17

(d) Building Materials. The exterior walls of all residential buildings shall be constructed with not less than 80% masonry veneer. In computing this percentage (1) all gables, windows, and door openings shall be excluded from the total area of the exterior walls, and (2) masonry used on one wall of an attached garage may be included in the computation as masonry used. The Architectural Committee may vary this requirement by written decision filed in its records.

(e) Building Location. No building located on any lot shall be nearer the street than the setback lines on the recorded plat, or 25 feet from the front lot line, 15 feet

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from the rear lot line, or 5 feet from an interior side lot line or on any easement shown on the plat, except buildings on lots described in Subparagraph (b)(2) above. The location of all buildings on the lots described in Subparagraph (b)(2) above shall be subject to and comply with the subdivision requirements equivalent to those of the City of Nacogdoches and approved by the Architectural Committee.

In event a Buyer purchases two or more adjoining lots and desires to construct a dwelling across the common side lot line(s), the Architectural Committee may permit such act by written vacation of the side lot line setbacks, provided there is not then, or known to be planned, any utility or drainage easement along the common side lot line.

Certain lots contain drainage easements located on the recorded plat of the subdivision. No building or other structure may be located within such drainage easements and the owners of the lots through which the drainage easements are located shall be responsible for maintenance of such easements.

Lots 52-60 and 63-66 of Section One adjoin drainage easements. No building, garage, storage house, fence or other structure shall be constructed in any drainage easement.

Eaves, steps terraces, and fences shall not be considered as part of a building for purposes of this subparagraph, provided, however, no part of a structure may encroach on another lot or obstruct any easement except that fences may be constructed on easements other than drainage easements at the owner's risk. No obstruction to visibility at street intersections shall be permitted.

(f) Fences, Walls, Sidewalks. Fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback requirements from any lot line adjacent to a street per subparagraph (e). No chain-link fence will be permitted in any location. All fences, tunnels, and walls must have the written approval of the Architectural Committee whenever constructed, erected, or permitted to remain. Fences on Lots 52-60, Section One and 63-66, Section One shall be constructed of materials and design which only minimally affect the view or sight line, for example wrought iron fences with occasional brick columns. "Living Fences" of shrubs, vines or the like shall not exceed four (4') feet in height and must be neatly maintained and trimmed.

(g) Temporary Structures. Except as permitted under Subparagraph (a) above, no structure, mobile home, trailer, basement, tent, shack, garage, barn or other out-

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building shall be used on any lot as a residence, either temporarily or permanently. No building may be moved onto any lot.

(h) Re-subdivision. No lot in Section One may be further subdivided other than Reserve A which is not covered in these Restrictions.

(i) Business. No gainful occupation, trade, or other non-residential use shall be conducted on any lot.

(j) Signs. No sign shall be displayed on any lot except on sign not more than five square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales. Signs permitted in this paragraph must be approved by the Architectural Committee.

(k) Oil and Mining Operation. Neither Developer nor any lot owner shall drill, develop, refine, quarry, mine, or prospect for any minerals on any lot, nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft be permitted on any lot.

(l) Livestock and Poultry. No animals, livestock, poultry of any kind, shall be raised, bred, or kept on any lot, except common household pets which are not kept, bred or maintained for commercial purposes or in excessive members.

(m) Garbage and Refuse. No lot shall be used or maintained as a dumping ground for refuse. Developer may require that the owners of lots contract with one or more third parties for the disposal of garbage and refuse.

(n) Clothes lines. No clothes line shall be constructed, placed or erected on any lot in such a way as to be visible from outside that lot.

(o) Utility Services. If approved by Nacogdoches County or other applicable regulatory authority, Lot owners may install or use aerobic sewage systems. No septic systems are allowed. Where available, improvements on Lots may be connected to sanitary sewer system lines in the subdivision. The City of Nacogdoches presently requires that owners connect to any such available lines at the sole expense of owner and that all requirements of the City be met including installation by owners of a grinder. Hydromatic Submersible Grinder Pump Model #HPER-200 or its equivalent (as determined by the Developer) is required.

(p) Parking. No motor home, recreational vehicle, mobile home or trailer

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vehicles, trucks larger than one-ton capacity pickups or inoperative motor vehicles shall be or remain parked or in any way situated on any lot, street or other portion of the subdivision for a period of over 36 hours, or be repetitively parked unless specifically authorized by the Architectural Committee.

(q) Nuisance. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which is opposed to the purposes of these restrictions, including the discharge of firearms.

(r) Antennae. Satellite dishes or television antennae greater than 24 inches in diameter will not be permitted. All antennae including those used for citizen band or shortwave radio must be hidden from view from the street.

(s) Maintenance. All lots shall be properly maintained and kept free of high grass and debris at the expense of Lot owner. Developer, at its option but not as a duty, may maintain or mow any lot not maintained or mowed by its Owner and charge to the Owner the cost thereof. Initial and annual upkeep fees of \$150.00 per vacant lot and \$195.00 per developed lot may be assessed by Developer and additional assessments will be made to property owners that fail to properly maintain their Lots. This annual \$150.00 or \$195.00 fee may be adjusted from time to time. The primary purposes of the annual fee are to help cover the upkeep of the main entrance and waterways, and defer the utility cost of street lights. Lots 6-17 of Section One may be subject to additional assessments and liens for amenities exclusive to such Lots. Costs, fees and assessments set forth in this paragraph shall be a debt of the Owner and there shall be a lien on the Owner's lot to secure repayment of the debt. Such lien shall be prior to claims of homestead, but subordinate to those of Owner's mortgages for ad valorem real property and United States income taxes, purchase money, improvements money or home equity loans.

(t) Repair of damage to streets, curbs, light standards and signage and landscaping. Each lot owner shall further be responsible to Developer for repair of streets, curbs, light standards, signage and landscaping at the main entrance damaged by the owner, the owner's guests, employees, invitees and independent contractors. Specific, but non-exclusive, reference is made to damage caused by overloaded vehicles, tracked vehicles or those with lug tires used in the clearing of lots or development of property.

(u) Landscaping Time Limit and Amount Within ninety (90) days after

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substantial completion of a residence the lot shall be landscaped with both grass and shrubbery in a manner and with species of grasses and plants appropriate to residential landscaping.

(v) All lots are to be accessed from the streets provided by Developer and not from any other source of ingress or egress. It is further specifically prohibited to use any lot to provide access to any property other than or outside Spring Creek Section One. This shall not prevent Developer from using the streets in Spring Creek Section One to serve other property of Developer.

**6. GREEN AREA**

The area between FM 2609 and Lots 72-67 and North and West of Lot 67 (the "Green Area") is hereby designated and as a Green Area for the benefit and enjoyment of all persons owning a lot in Spring Creek Section One, and such area shall not be used or appropriated for the private use or enjoyment of any Lot owner. The Green Area shall not be used for driveways or paths between any lot and FM 2609 or Spring Creek Drive. No motorized vehicle shall be used on the Green Area other than those used for its maintenance, or by the City or County of Nacogdoches or public utilities.

The management, control, upkeep, use and enjoyment of the Green Area shall be subject to the control of the Architectural Committee which may make and publish reasonable rules and regulations for the care, maintenance, upkeep, and enjoyment of such Green Area.

The Green Area may be used by the City and County of Nacogdoches and public utilities for the installation, operation, maintenance and upkeep of all types and kinds of public utility lines and services, and, the easements as designated on the plat of said subdivision, are hereby designated as easements for use by the City of Nacogdoches and utility concerns for the installation, operation, maintenance and upkeep of all types and kinds of public utility lines and services.

**7. DRIVEWAYS**

The streets in Spring Creek Subdivision, Section I, are constructed with concrete paving, curbs and gutters. Driveways are to be constructed of the same materials. The driveway turnout shall be of concrete and shall be constructed in such manner as to provide an attractive transitional radius (minimum of five [5'] foot radius) from the curb and gutter into the driveway entrance and shall prevent escape





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attorney's fees shall be assessed against the violator.

**11. SEVERANCE**

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

**12. ASSOCIATION OF LOT OWNERS**

Developer may at any time and in its sole and uncontrolled discretion create an association of lot owners in any legal form it desires and turn over some or all of its rights, privileges, maintenance duties and/or fees or duties including the right to make additional assessments on Lots secured by a lien inferior to that of purchase money and improvements lenders.

**13. TERM OF RESTRICTIONS**

The restrictions of this Declaration shall run with and bind the land, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

These Restrictions may be amended at any time by a two-thirds vote, the owner of each lot having one vote.

SPRING CREEK ASR, LTD.

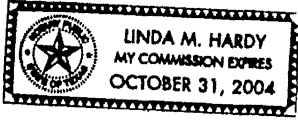
BY: \_\_\_\_\_

AARON MONTES, President  
MONTES DEVELOPMENT, INC.  
General Partner

DATE: October 26, 2000

STATE OF TEXAS §  
COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on this 26<sup>th</sup> day of October, 2000, by AARON MONTES, As President of MONTES DEVELOPMENT, INC., General Partner of SPRING CREEK ASR, LTD., a limited partnership.



Linda M. Hardy  
NOTARY PUBLIC, STATE OF TEXAS

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# Exhibit A 19277

SPRING CREEK SUBDIVISION - SECTION ONE  
31.88 ACRES  
JOSE CORDOVA SURVEY, ABSTRACT NO. 20  
NACOGDOCHES COUNTY, TEXAS

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ALL that certain tract or parcel of land lying and situated in Nacogdoches County, Texas out of the JOSE CORDOVA SURVEY, ABSTRACT NO. 20 and being a part or portion of that certain 180.8 acre tract described in a deed from John M. Beall et ux to Joseph Iris Montas dated December 1, 1998 and recorded in Volume 1397 on Page 183 of the Deed Records of Nacogdoches County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of the aforesaid referred to 180.8 acre tract and the Southwest corner of that certain 180.7 acre tract described in a deed from Creekbend, Inc. to Jim Kingham, Sr. dated November 18, 1988 and recorded in Volume 715 on Page 584 of the Real Property Records of Nacogdoches County, Texas and in the East Right-of-Way line of F.M. Highway No. 2808 (100 feet wide right-of-way), a 1/2" pipe set for corner at a concrete monument (at a 5/8" rod);

THENCE East with the North boundary line of the said 180.8 acre tract and the South boundary line of the said 180.7 acre tract, at 2484.91 feet a 1/2" pipe set for corner witnessed by a concrete monument bearing East 3982.88 feet;

THENCE South, at 350.00 feet a 1/2" pipe set for corner;

THENCE West, at 602.00 feet a 1/2" pipe set for corner;

THENCE S 88° 08' 10" W, at 221.42 feet a 1/2" pipe set for corner;

THENCE S 47° 27' 17" W, at 157.80 feet a 1/2" pipe set for corner at the beginning of a non-tangent 12° 43' 57" curve to the right;

THENCE Northwest along with the said 12° 43' 57" curve to the right (Central Angle = 03° 35' 03", Radius = 450.00 feet and Long Chord Bearing and Distance = N 48° 56' 23" W 28.15 feet), at 28.15 feet a 1/2" pipe set for corner;

THENCE S 47° 27' 17" W, at 285.83 feet pass on line a 1/2" pipe set for reference, at 298.15 feet intersect a creek, a point for corner;

THENCE 25 calls with the centerline of the creek as follows:

- (1) N 65° 14' 47" W, at 23.80 feet a point for corner;
- (2) N 47° 40' 12" W, at 45.90 feet a point for corner;
- (3) N 48° 28' 02" W, at 50.25 feet a point for corner;
- (4) N 41° 28' 25" W, at 54.85 feet a point for corner;
- (5) N 49° 54' 08" W, at 37.31 feet a point for corner;
- (6) N 18° 19' 50" W, at 38.27 feet a point for corner;
- (7) N 39° 37' 50" W, at 53.41 feet a point for corner;
- (8) N 86° 16' 35" W, at 94.08 feet a point for corner;
- (9) N 58° 38' 20" W, at 59.02 feet a point for corner;
- (10) S 77° 29' 20" W, at 32.80 feet a point for corner;
- (11) S 38° 30' 07" W, at 28.32 feet a point for corner;
- (12) S 88° 58' 48" W, at 47.34 feet a point for corner;
- (13) S 30° 28' 48" W, at 38.38 feet a point for corner;
- (14) S 38° 07' 24" W, at 53.33 feet a point for corner;
- (15) S 33° 12' 13" W, at 25.28 feet a point for corner;
- (16) S 10° 45' 10" E, at 38.67 feet a point for corner;
- (17) S 71° 52' 28" W, at 20.48 feet a point for corner;
- (18) S 25° 40' 45" W, at 80.38 feet a point for corner;

Exhibit A

RECORDS SECTION

- (19) S 52° 48' 38" W, at 52.49 feet a point for corner;
- (20) S 82° 18' 17" W, at 87.41 feet a point for corner;
- (21) S 48° 23' 35" W, at 59.53 feet a point for corner;
- (22) S 05° 41' 53" W, at 32.34 feet a point for corner;
- (23) S 87° 43' 37" W, at 42.93 feet a point for corner;
- (24) S 52° 12' 49" W, at 143.01 feet a point for corner;
- (25) S 41° 48' 36" W, at 121.98 feet a point for corner;

THENCE N 41° 52' 40" W, at 30.18 feet pass on line a 1/2" pipe set for reference, at 276.07 feet a 1/2" pipe set for corner;

THENCE N 04° 58' 44" E, at 459.00 feet a 1/2" pipe set for corner;

THENCE N 85° 01' 16" W, at 50.00 feet intersect the West boundary line of the said 180.8 acre tract and the East Right-of-Way line of F.M. Highway No. 2609, a 1/2" pipe set for corner;

THENCE N 04° 58' 44" E with the West boundary line of the said 180.8 acre tract and the East Right-of-Way line of F.M. Highway No. 2609, at 361.00 feet the point and place of beginning and containing 31.93 acres of land, more or less.

Basis of Bearings: The North boundary line of the aforesaid 180.8 acre tract (lead call - East 8983.70 feet).

EVERETT GRIFFITH, JR. AND ASSOCIATES, INC.

*Filed for Record in  
Macgregor County*

*On: Oct 27, 2000 at 04:41PM*

*As a  
Recording*

*Document Numbers    19277*

*Amount                    33.00*

*Receipt Number - 20194  
By,  
Carol Wilson, County Clerk*