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RESTRICTIVE COVENANTS OF SPRING LAKE ESTATES
SECTIONS 7, 8 AND 9

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WALKER §

THAT I, M. B. ETHEREDGE, of Walker County, Texas (hereinafter sometimes called "Declarant"), being the owner of 39.56 acres of land situated in the JOHN BEACHAMP SURVEY, Abstract No. 92, Walker County, Texas, upon which Declarant proposes to subdivide and develop Sections 7, 8 and 9 of SPRING LAKE ESTATES, to be approved by the Commissioners Court of said County and by the Planning Commission of the City of Huntsville, which proposed subdivision is to be shown by the Map and Plat thereof, to be filed for record in the Plat Records of Walker County, Texas, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all the real property situated within the subdivision and each part thereof, shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, his heirs and assigns, and all persons or parties claiming under him for a period of twenty (20) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty (20) years or ten (10) years, the owners of seventy-five percent (75%) of the lots in the subdivision (or any section thereof) shall have executed and recorded an instrument changing the provisions hereof with respect to the subdivision (or any section thereof), in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty (20) year period or any successive ten (10) year period thereafter.

I

All of said lots shall be devoted exclusively to residential purposes, and shall only be used for such purpose.

No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling.

The exterior materials of all residences shall be at least fifty percent (50%) brick construction.

No business shall be conducted from any home, structure or lot proper within said subdivision in whole or in part.

No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.

II

The Floor area of the main structure, that is, any dwelling placed or built thereon, exclusive of open porches and garages, shall not be less than 1,600 square feet.

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III

No building shall be located, erected, constructed or altered to the extent that the portion nearest to the front lot line shall be nearer than 25 feet, or nearer than 10 feet from the side lot line (which shall include any car port or garage.)

No lot shall be subdivided into lots providing a frontage of less than 100 feet for any given building lot area.

IV

No trailer, tent, shack, barn, or other outbuildings shall be placed or erected on any lot, nor shall either of the same at any time be used as a residence, temporary or permanent, whether the same be erected or placed on any lot or lots or parked upon a street or streets within said subdivision, nor shall any residence of a temporary character be constructed, built or placed on any lot within said sub-division.

V

No structure shall be moved onto any lot. All buildings erected on said lots shall be of new construction.

VI

No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view. No inoperable automobiles and/or equipment shall be parked within the subdivision.

VII

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept for breeding purposes, bred, or maintained for any commercial purposes.

VIII

No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Water Department of the City of Huntsville. Approval of such system as installed shall be obtained from such authority. No commercial water supply system shall be located upon either lot within said sub-division.

IX

No fences except chain link or redwood fences may be constructed upon any of the lots in this Addition unless the same are approved by the Declarant or his successors. No fence or fences may be constructed on any lot line without the written consent of the adjoining land owner.

X

In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting violation of any such provisions, including, but not limited to a proceeding to restrain or prevent such violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions, and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any

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proceeding at law in equity hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action for proceeding, such fees to be fixed by the Court. It shall be lawful for the Declarant or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

XI

No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by Judicial or other foreclosure, by trustee's sale or by other means.

XII

Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

XIII

All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots or building sites shall keep all weeds and grass thereon cut and shall in no event use any lot or building site within the subdivision for storage of material equipment except for normal residential requirements.

XIV

Lots having easements for natural drainage ways and/or lots being within Spring Lake Back Waters shall have requirements for the finished floor elevation in the dwelling portion of structures. All air conditioners and electrical connections are to be protected.

Lots encumbered by a natural stream drainage easement with a 10 foot set back building line, shall have the finished floor two (2) feet above the elevation of the set back line elevation as determined in field during construction by builder.

Lots bordering on back waters of Spring Lake shall have the high water determined by an engineering study. Also in some cases bulk head construction may be necessary for utilization of lot.

XV

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

EXECUTED by the said Declarant this 24th day of October, 2005.


 M. B. ETHEREDGE

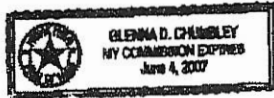
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THE STATE OF TEXAS §
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 COUNTY OF WALKER §

This instrument was acknowledged before me on the 24th day of October, 2005, by M. B. ETHEREDGE.

Glenn D. Chumbley

 NOTARY PUBLIC in and for
 The State of Texas.



Filed for Record in:
 Walker County
 On: Oct 24, 2005 at 03:14P
 As a
 Recording
 Document Number: 00008607
 Amount: 15.00
 Receipt Number - 10353
 By:
 Jeann Doss

I

STATE OF TEXAS COUNTY OF WALKER
 I hereby certify that this instrument was
 filed on the date and time stated herein by me
 and was duly recorded in the volume and page
 of the named records of:
 Walker County
 as stated herein by me.
 Oct 24, 2005

James U Patton, County Clerk
 Walker County