

RESTRICTIONS OF SPRING MOUNTAIN RANCH

1. These restrictions are established for the mutual benefit of the owners. Said restrictions shall, as the hereinafter provided, be construed as covenants running with said land and binding upon the developer, its successors and assigns, all owners or purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided herein.
2. Non-commercial use of lots. None of said lots, or the improvements erected thereon, shall be used for any purpose other than a private single family residence.
3. All buildings and structures on each lot shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fiberglass accessory building. No tent, house trailer, mobile home or temporary structure of any character may be placed, constructed or maintained on any of said lots.
4. In no event shall any residence be erected on any of said lots having a living area of less than one thousand four (1,400) square feet, exclusive of porches, garages or other appendages. All garages or carports constructed on said lots shall have a capacity of not less than two (2) standard size automobiles and shall not be designed as to face or open to a public street. A minimum of forty percent (40%) of the outer walls of the residence and garage must be constructed of masonry, rock or brick material.
5. No building, or other structure shall be erected on any lot nearer than one hundred feet (100) from any street nor closer than fifty feet (50) from any property line. A fence shall be over six feet (6) in height. Variances may be granted by the Architectural Control Committee.
6. No animals other than domestic pets, horses, cattle, chickens, sheep and goats shall be permitted on any of said lots. Such animals may be kept on a lot if restrained within a fenced enclosure. No swine of any kind may be permitted on any of the said lots.
7. No signs or advertising device may be displayed on any lot except in the event of sale. There may be one for sale sign per lot, said sign containing no more than six (6) square feet in size.

8. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the proper governmental agencies and authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

9. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot, vacant or otherwise. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements. No noxious or undesirable thing or use whatsoever shall be permitted on any lot.

10. No hunting shall be allowed in the subdivision.

11. Abandoned vehicles or inoperative vehicles must not remain on any lot for a period of more than (10) days. Trailers and commercial vehicles must be placed on lots so as not to be visible from any public street.

12. The SELLER has established an Architectural Control Committee to help preserve the integrity and beauty of the subdivision. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design with respect to topography and finish grade elevation. Said Architectural Control Committee shall be composed of Menan C. Schriewer, Gerald E. Haag, and S.D. David, Jr. A majority of the Committee may designate a member to act in its behalf, in the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. At any time after July 1, 1981, a majority of the lot owners in SPRING MOUNTAIN RANCH may change the membership of the Committee or may withdraw or restore to the Committee any of the power and duties. The Committee's approval or disapproval required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve within thirty (30) days, after working drawings and written detailed specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to sixty (60) days after the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

13. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the lots as shown by deed records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.

14. The developer or other persons having any right, title or interest in any lot, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations.

15. Violations of any restriction or condition or breach of any covenant herein contained shall give the developer or its agent, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the owner, and the developer, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

16. After July 1, 1984, this property may be subdivided into smaller tracts at any time. However, any subdivision of five (5) acres or below must meet all government regulations.

17. The right is expressly reserved to the developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions but such right shall be without prejudice to the rights of enforcement prescribed in the above paragraphs.