

P192162

P180148

104-41-2277

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SPRING FOREST ESTATES, HARRIS COUNTY, TEXAS

125-52-0066

STATE OF TEXAS

§

04/14/93 00210667 P180148 \$ 29.00

§

COUNTY OF HARRIS

§

04/22/93 00214619 P192162 \$ 35.00

Whereas, Norwood Homes, Inc., a Texas corporation (hereinafter called the "Declarant"), is the owner of certain residential building lots (hereinafter collectively called "Lots", and singularly called "Lot") in Spring Forest Estates, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 330, Page 126 of the Map Records of Harris County, Texas; the Lots owned by Declarant being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes; and

Whereas, it is Declarant's intention and desire to subject the Lots to the restrictions, covenants, and conditions hereinafter set forth each and all of which is and are for the benefit of said real property and for each owner and subsequent owner thereof and the same shall inure to the benefit of and pass with the ownership of said real property, and each and every parcel thereof, and shall apply to and bind any owner and subsequent owner thereof;

Now therefore, Declarant hereby declares the Lots are, and shall be held, transferred, sold, and conveyed subject to the restrictions, covenants, and conditions hereinafter set forth.

GENERAL PURPOSE

The real property described herein is subjected to the covenants, restrictions, and conditions herein set forth to insure the best use and most appropriate development and improvement of each Lot; to protect the owner of each Lot against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built with improper or unsuitable materials; to insure the highest and best development of the Lots; to encourage and secure the erection of attractive improvements thereon, with appropriate locations on each such Lot; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to create and preserve a neighborhood environment of social compatibility and economic security; and in general to provide adequately for a high type and quality of improvements and thereby to enhance the values of investments made by purchasers of Lots in Spring Forest Estates.

1. Land Use and Building Type. No Lot shall be used except for residential purposes, and no building, other than garages and outbuildings hereinafter described, shall be

125-52-0067

erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling.

104-41-2278

2. Building Location. No building shall be located on any Lot nearer to the front building line or nearer to any side street building line than the minimum building set back line shown on the recorded plat of Spring Forest Estates. No building shall be located nearer than five feet to any interior lot line, except that a detached garage or other permitted detached outbuilding may be placed within three feet of any interior lot line. In no event are any buildings or other improvements to be erected on or within any utility easement. Single-family dwellings located on corner Lots shall face the street which has the greater building set back line. In the case of a garage facing the side street of a corner Lot, the front wall of the garage shall be not less than fifteen feet from the side street property line. For the purposes of this section, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one Lot to encroach upon another Lot.

3. Building Materials. The exterior wall area of each single family residence shall be not less than fifty-one percent brick or brick veneer construction. In determining the required area, the area of all gables, windows, and door openings shall be excluded from the required area. In the event of an attached garage, its exterior wall area shall be included in the determination of the required brick or brick veneer area. The Architectural Control Committee may waive this brick area requirement if, in its opinion, the brick requirement would be a substantial detriment to the design of the proposed single-family residence and would not materially affect neighboring residences in an adverse manner.

4. Architectural Control Committee. There shall be an Architectural Control Committee composed of three members. Such members shall initially be John Bily, Greg Hawes, and David Bower. The foregoing members shall serve for a period of ten years, (or until their successors are duly appointed) or until the Declarant no longer owns any Lots. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have the full authority to designate a successor. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative, shall cease (1) at the sooner of ten years from the date hereof; (2) the appointment of their successors; (3) the Declarant no longer owns any of the Lots. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon; a written instrument shall be executed by the Board of Directors of the Association (hereinafter defined), appointing a representative, which may be the Board of Directors itself, who shall thereafter have the same rights as, exercise the same powers previously exercised by, said Committee. The Committee shall have the right, but not the obligation, to enforce these restrictions and prevent violations thereof, and may adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained.

No building or other improvements shall be commenced, constructed, erected, placed, or maintained on the Lots, nor shall any exterior alteration thereto be made, unless and until a site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, and parking areas and the working plans and specifications for the work shown on the site plan have been submitted to and approved in writing by Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and typography. The working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the site plan and working plans and specifications within thirty calendar days after they have been submitted to one of its members or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval thereof will not be required, and the provisions of this section will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of minimally acceptable exterior materials, and/or number of minimally acceptable exterior materials, including roofing materials, which may be used in the construction, alteration, or repair of any improvement. Where not otherwise specified herein, it also shall have the right to specify minimum requirements for each building site as follows: minimum setbacks; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. The Architectural Control Committee shall in no way guarantee the safety or quality of such minimum standards or materials. However, the Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the Committee's judgment, with the overall character and aesthetics of Spring Forest Estates.

5. Garages. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two nor more than four automobiles. No garage shall ever be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles. All owners, their families, tenants, and contract purchasers shall, to the greatest extent practicable, utilize garages for the garaging of vehicles belonging to them.

6. Servants Quarters. Any servants quarters not structurally a part of the main residence shall be no taller than the residence and shall be architecturally similar or complimentary to the residence. The structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed full time on the premises by the family occupying the main residence, and no room(s) shall be let or rented.

7. Outbuilding and Greenhouses. All outbuildings other than the garage or servants quarters shall be constructed behind the back line of the residence. No unfinished tin or aluminum materials may be used in the construction of any outbuildings. Portable buildings used for accessory or storage purposes shall be limited to not more than twelve feet in height, shall be of a color which coordinates with the colors of the residential structure, shall be composed of materials comparable in quality to those used in the residence, and shall be subject to approval of the Architectural Control Committee. No outbuilding shall be used on any Lot at any time as a residence.

8. Duty of Maintenance. Owners and occupants (including lessees) of any part of the properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot or portion of the properties so owned or occupied by them, including buildings, improvements, and grounds located thereon, in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but it not limited to the following:

- a. Completion of all improvements and/or compliance with all of the requirements of the Architectural Control Committee.
- b. Prompt removal of litter, trash, refuse, and waste.
- c. Regular mowing and edging of all lawn and planting areas.
- d. Tree and shrub pruning.
- e. Keeping lawn and planting areas alive, free of weeds, and attractive.
- f. Watering lawn and planting areas.
- g. Keeping parking areas, access areas, driveways, and sidewalks in good repair.
- h. Complying with all government health and police requirements.
- i. Repainting of improvements.
- j. Repair of exterior damages to improvements.
- k. Complying with all restrictions or requirements of these restrictions.

9. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular, or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon or an outbuilding or greenhouse as described in hereinabove, shall be placed on any Lot, either temporarily or permanently and no residence house, garage, or other structure appurtenant thereto, except outbuildings and greenhouses as described hereinabove, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place, and maintain, and to permit builders to erect, place, and maintain, such facilities in and upon the Lots as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences, and constructing other improvements thereto. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities, and sales offices. Declarant and other home builders shall also have the temporary right to use a residential structure, garage, or other permitted accessory building situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations, but in no event, shall a builder have such right

for a period in excess of six months from the date of substantial completion of its last residence in Spring Forest Estates.

10. Vehicles and Unsightly Articles.

- a. Storage. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing; golf carts, trailers, recreational vehicles, graders, trucks other than pickups, boats, wind surfers, tractors, campers, wagons, buses, motorcycles, motor scooters, hang gliders or similar motorized or non-motorized recreational type vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, stored behind the front building line of the residence and garage and screened from public view, either within the garage or behind a fence suitable to the Architectural Control Committee.
- b. Parking. Passenger automobiles, passenger vans, motorcycles, or pickup trucks with no more than two axles, that are not in operating condition, having current license plates and inspection stickers, and that are not in daily use as motor vehicles on the streets and highways of the state of Texas, may not be parked on the driveways or on the street right of way. No vehicle may be parked on a yard or lawn area or on any sidewalk. No vehicle of any type shall be parked on the street in front of a Lot for a period in excess of forty-eight hours.
- c. Repair. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be performed in driveways or streets, or visible from the street except such work that is of a minor and temporary nature. Any regularly recurring repair or dismantling work shall take place within a garage or other building screened from public view.

11. Lawful Purposes. No Lot, or any part thereof, shall be used for any purposes in violation of the laws of the state of Texas, or of the United States, or of police, health, sanitary, building, or fire code regulations relating to or affecting the use, occupancy, or possession of any of the Lots. All Lots are subject to the rules and regulations pertaining to and available from all governmental bodies having jurisdiction over the development of Lots, construction of buildings and operation of all public facilities within the subdivision, if any. The Architectural Control Committee may permit such variances as are required to comply with this section.

12. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other owners.

13. Composite Building Site(s). Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into single-family residential building

site(s), with the privileges of placing or constructing improvements on such site(s), in which case any applicable setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee. After such approval, a composite building site shall be considered as one Lot for all purposes hereunder, including payment of maintenance assessments and voting.

14. Fence Materials. All fences or walls shall be chain link, wood, masonry, or wrought iron as approved by the Architectural Control Committee. All wooden fences shall be constructed of cedar, redwood, or treated or painted lumber. All fences shall be maintained in a fully repaired, neat, and presentable manner.

15. Minimum Square Footage. The minimum square footage area of the main structure of any residential building shall be not less than 1,250 square feet, exclusive of open porches and garages.

16. Mineral Operations. No oil, gas, mining, quarrying, or other mineral operations or development of any kind shall be permitted on any Lot, nor shall any wells, tanks, tunnels, excavations, or mining shafts be permitted on any Lot.

17. Control of Sewage Affluent. No outside toilets shall be permitted on any Lot, and no installation of any type device for disposal or treatment of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried onto streets or into any body of water. No septic tanks or other means of sewage disposal or treatment will be permitted on any Lot.

18. Signs. No sign of any kind shall be displayed to public view on any Lot or building except one sign of not more than five square feet in area advertising the Lot for sale or rent, provided, however, during the initial construction of residences on the Lots, Declarant may permit other signs and displays to advertise the merits of the Lots for sale or rent.

19. Enforcement. The Declarant, the Architectural Control Committee, or its duly appointed representative, the Association, or any owner of a Lot may enforce the restrictions, covenants, and conditions contained herein by proceedings at law or in equity against any person or persons violating or attempting to violate any part thereof, either to restrain violation thereof or to recover damages.

20. Limitation of Liability. No member of the Architectural Control Committee or Declarant, and its officers, directors, agents, and employees shall be liable for any loss, damage, or injury arising out of, or in any way connected with, the performance of the duties of the Architectural Control Committee unless due to the willful misconduct or bad faith of the party to be held liable. Additionally, neither Declarant, nor its officers, directors, employees, or agents shall be liable to any owner of a Lot for any loss, claim, damage, or injury arising in

connection with a breach of any provision of these restrictions, covenants, or conditions by any other party.

21. Correction of Errors. Declarant reserves, and shall have the continuing right until July 1, 1998, without the consent of any owner or mortgagee, to amend these restrictions, covenants, and conditions for the purpose of clarifying or resolving any ambiguities or conflicts contained herein, or correcting any inadvertent misstatements, errors, or admissions contained herein.

SPRING FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.

22. Every owner of a Lot subject to a maintenance charge assessment by Spring Forest Estates Homeowners Association, Inc. (the "Association") shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

23. The Association shall have two classes of voting membership:

Class "A". The Class "A" Members shall be owners other than the Declarant and its successors and assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". The Class "B" Member(s) shall be the Declarant and its successors and assigns and shall be entitled to ten votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equals or exceeds the total votes outstanding in the Class "B" membership; or
- (b) on January 1, 2003.

24. The Association, a Texas non-profit corporation, has been organized, and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

25. The Association may make whatever rules or Bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

26. Each Lot is hereby subjected to an annual maintenance charge, and each owner of any Lot is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, if applicable, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made.

27. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Spring Forest Estates and for the improvements and maintenance of Common Areas, if any. The responsibilities of the Association may include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades, and other public areas, if any; construction and operation of all street lights, the purchase and operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Lots; payment of all reasonable and necessary expenses in connection with the collection and administration of the assessment; employing policemen and watchmen; employing a manager, or such other employees deemed necessary; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Lots. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

28. The annual assessment provided herein shall commence on January 1, 1994. The initial annual assessment shall be \$180.00 per Lot. Beginning in 1995, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, by an amount equal to a ten percent increase over the prior years annual assessment, without a vote of the members of the Association. The maximum annual assessment may be increased above the above mentioned percentage increase at any annual meeting of the members of the Association or any special meeting duly called for such purpose. Written notice to all members shall be given by mailing a copy of such notice at least thirty days before such meeting. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum. Approval will be necessary of two-thirds of each class of members constituting the quorum. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvas may be used to secure the written approval of two-thirds of each class of members for such increase in the annual assessment.

29. The annual assessment on all Lots, whether or not owned by the Declarant, shall be fixed at the uniform rates provided herein, however, the rate applicable to Lots that are owned by Declarant and its successors and assigns and not occupied as residences shall be equal to one-fourth of the full assessment. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

30. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

31. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes in each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

32. Any assessment not paid within thirty days after the due date shall bear interest from the date due at the rate of ten percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot, or both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, and shall be securing by the continuing liens herein provided. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or services provided by the Association or by abandonment of such owner's Lot.

33. To secure the payment of the annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant or other owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any annual or a special assessment accrued and unpaid prior to foreclosure, or deed in lieu thereof, of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such mortgage lien sixty days written notice of such proposed action, which notice shall be sent to the nearest office of such mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such

assessment as to payments which became due prior to such sale or transfer. No sale or transfer, including foreclosure, shall relieve such Lots from liability for any future assessments.

34. The term "Common Area" shall mean any real property, including Lots, owned by the Association. Common Area shall not be subject to the restrictions, covenants, and conditions contained herein applicable to other Lots, nor shall Common Area be subject to annual or special assessments.

35. The term "Declarant" shall mean Norwood Homes, Inc., its legal successors, and any assignee of Declarant to whom Declarant specifically assigns its rights and obligations hereunder in writing.

DURATION AND AMENDMENT

These restrictions, covenants, and conditions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of owners of Lots in Spring Forest Estates, and all those who hereafter join in these restrictions by the execution and filing of the document hereinafter described, their heirs, successors, and assigns and all persons claiming by, through, or under them for a period of twenty-five years from the date hereof, at which time said restrictions, covenants, and conditions shall automatically be extended for successive periods of ten years. Provided, however, that such covenants may at any time be terminated, changed, or amended in whole or in part by an agreement evidenced by the execution and recordation in the Real Property Records of Harris County, Texas, of an instrument signed by a majority of the then owners of the Lots subject to the restrictions, covenants, and conditions imposed herein.

FUTURE AGREEMENTS TO BE BOUND BY THESE RESTRICTIONS

- a. If one or more additional owners of other lots in Spring Forest Estates desire to enter into these restrictions, covenants, and conditions, they may provide that these restrictions, covenants, and conditions shall bind them and inure to their benefit just as if their Lot or Lots were included at the adoption of these restrictions, covenants, and conditions.
- b. Owners who desire to enter into these restrictions, covenants, and conditions after the recordation of this document may do so by the execution and recordation in the Real Property Records of Harris County, Texas of a document substantially similar to the following:

125-52-0076

THE STATE OF TEXAS
COUNTY OF HARRIS

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§ KNOW ALL PERSONS BY THESE PRESENTS:
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In consideration of the benefits to my property conferred by that certain document dated the _____ day of _____, 1993, and filed of record under File No. _____ (Film Code No. _____ through _____), of the Real Property Records of Harris County, Texas, imposing restrictions, covenants, and conditions on certain Lots in Spring Forest Estates. I do hereby adopt such restrictions, covenants, and conditions for and make same applicable to my property located at _____, Tomball, Harris County, Texas, more particularly described as:

104-41-2287

(Legal Description)

This covenant shall constitute a covenant running with the land and be binding on me and my heirs, successors, and assigns and all people claiming by, through, and under me.

Witness the execution hereof, this the _____ day of _____, 1993.

(Signature)

(Printed Name)

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me, on this the _____ day of _____, 1993, by _____.

Notary Public in and for
The State of Texas

ADDITIONAL LAND TO BE SUBJECT TO RESTRICTIONS

Declarant is the owner of Reserves "A" and "B" of Spring Forest Estates, and in addition, owns certain other tracts of land adjoining Spring Forest Estates, which additional land is described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes. Declarant may also, from time to time, acquire other additional land located in the vicinity of Spring Forest Estates. Declarant may develop Reserves "A" and "B" and the additional land into residential subdivision lots similar in size to the Lots and, if Declarant does so, Declarant may wish to subject such additional residential buildings lots to the terms and provisions of these restrictions. Declarant may do so by executing a document or documents substantially similar to that described above and upon the execution and recording thereof, such additional residential building lots shall be subject to the restrictions, covenants, and conditions contained herein as if such lots had originally been a part of the Lots described on Exhibit "A" hereto.

104-41-2288

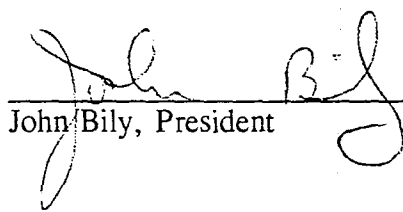
SAVINGS CLAUSE

If any one or more of these restrictions is held invalid by judgment, court order, or otherwise, all the rest of these restrictions shall continue and remain in effect.

WITNESS THE EXECUTION HEREOF, this the 12th day of April, 1993.

NORWOOD HOMES, INC.

By:


 John Bily, President

RATIFICATION AND SUBORDINATION OF LIENHOLDER

Langham Creek National Bank, the owner and holder of a lien covering one or more of the Lots described in Exhibit "A" attached hereto, has executed this Declaration to evidence its joinder in, consent to, and ratification of the foregoing Declaration of Covenants, Conditions, and Restrictions for Spring Forest Estates and the subordination of its liens to the terms, provisions and requirements of said Declaration, however, this ratification and subordination shall not have the affect of subordinating its liens to the liens securing any annual or special assessments.

125-52-0078

IN WITNESS WHEREOF, this Ratification is executed this 9th day of April, 1993.

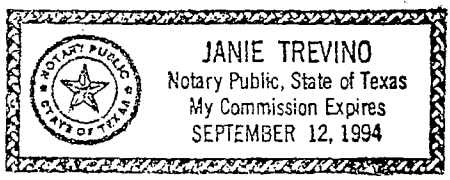
LANGHAM CREEK NATIONAL BANK

104-41-2283

By: Kris Rogge, S. V. P.
Name: Kris Rogge
Title: Sr. V. P.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

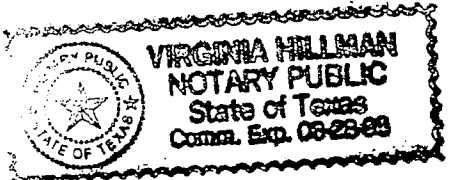
This instrument was acknowledged before me, on this the 12th day of April, 1993, by John Bily, President of Norwood Homes, Inc., a Texas corporation, on behalf of said corporation.



Janie Trevino
Notary Public in and for
The State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, on this the 9th day of April, 1993, by KRIS ROGGE, Sr. Vice President of Langham Creek National Bank, a national banking association, on behalf of said association.



Virginia Hillman
Notary Public in and for
The State of Texas

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EXHIBIT "A"

104-41-2291

All of Spring Forest Estates, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 330, Page 126 of the Map Records of Harris County, Texas, SAVE AND EXCEPT Lot Five, Block One, and Lot Twenty-Four, Block Seven, of said Spring Forest Estates. D T

dah\langham\norwood\exhibit.a

EXHIBIT "B"

104-41-2292

Tract I:

A parcel of land containing 0.3214 acres (14,000 square feet) more or less out of the Joseph House Survey, Abstract No. 34, Harris County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod on the easterly line of Spring Forest Way (60 feet wide) and the southwesterly corner of Lot Eighteen, Block One, Spring Forest Estates, Section One, according to the plat thereof recorded in Volume 330, Page 126, Map Records of Harris County, Texas;

THENCE, North 65 deg. 22' 57" East, along the southerly line of the said Lot Eighteen, a distance of 100.00 feet to a found 5/8 inch iron rod on the southeasterly corner of the said Lot Eighteen and the westerly line of the Fort Worth and Denver Railroad right-of-way (100 feet wide);

THENCE, South 24 deg. 37' 03" East, along the westerly line of the said Fort Worth and Denver Railroad right-of-way a distance of 140.00 feet to a set 5/8 inch iron rod;

THENCE, South 65 deg. 22' 57" West, a distance of 100.00 feet to a found 5/8 inch iron rod on the southeasterly corner of the said Spring Forest Way;

THENCE, North 24 deg. 37' 03" West, along the easterly line of the said Spring Forest Way a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.3214 acres (14,000 square feet) of land more or less.

Tract II:

A parcel of land containing 1.4266 acres (62,142 square feet) more or less out of the Joseph House Survey, Abstract No. 34, Harris County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod at the intersection of the southerly line of Spring Court (50 feet wide) and the westerly line of Spring Forest Way (60 feet wide);

THENCE, South 24 deg. 37' 03" East, along the westerly line of the said Spring Forest Way at 34.75 feet pass a found 5/8 inch iron rod on the southwesterly corner of the said Spring Forest Way, in all a distance of 106.05 feet to a set 5/8 inch iron rod;

THENCE, South 70 deg. 00' 03" West, a distance of 135.82 feet to a set 5/8 inch iron rod;

104-41-2293

THENCE, South 76 deg. 23' 48" West, a distance of 135.67 feet to a set 5/8 inch iron rod;

THENCE, South 82 deg. 47' 33" West, a distance of 135.51 feet to a set 5/8 inch iron rod;

THENCE, South 86 deg. 07' 18" West, a distance of 257.37 feet to a set 5/8 inch iron rod;

THENCE, North 01 deg. 45' 39" West, a distance of 31.72 feet to a found 5/8 inch iron rod on the southwesterly corner of Lot Twenty, Block Seven, Spring Forest Estates, Section One, according to the plat thereof recorded in Volume 330, Page 126, Map Records of Harris County, Texas;

THENCE, North 51 deg. 43' 10" East, along the southerly line of the said Lot Twenty, a distance of 124.02 feet to a found 5/8 inch iron rod on the southeasterly corner of the said Lot Twenty and being on the southerly line of the said Spring Court (variable width);

THENCE, along the curve to the left having a radius of 50.00 feet through a central angle of 116 deg. 04' 34" a distance of 101.30 feet to a found 5/8 inch iron rod on the southerly line of Spring Court (50 feet wide) said curve having a chord which bears North 83 deg. 40' 36" East, 84.84 feet in length;

THENCE, North 85 deg. 38' 01" East, along the southerly line of the said Spring Court a distance of 75.62 feet to a found 5/8 inch iron rod on the beginning of a curve to the left;

THENCE, along the southerly line of the said Spring Court and the said curve to the left having a radius of 1,110.00 feet through a central angle of 18 deg. 42' 09" a distance of 362.33 feet to the POINT OF BEGINNING and containing 1.4266 acres (62,142 square feet) of land more or less, said curve having a chord which bears North 76 deg. 16' 56" East, 360.72 feet in length.

FILED

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Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

APR 22 1993



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS