

SPRING LEA SECTION I DEED RESTRICTIONS

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Spring Lea, Section 1

That Spire Development, Inc., (hereinafter referred to as "developer"), a Texas corporation, with its office and principle place of business in Houston, Harris County, Texas, being the owner of a tract of 40.774 acres of land out of the George Bellows League A.3. Harris County, Texas, and having platted said tract into a residential subdivision to be known as SPRING LEA, SECTION 1, does hereby establish, adopt and promulgate the following restrictions, covenants and conditions, which are hereby made applicable to said land and which shall run with the land for the period of time hereafter stated. A plat or map of said subdivision, approved as required by law has been filed for record in the Map Records of Harris County, Texas, File No. B.623772.

These restrictions shall apply in their entirety to all of said subdivision except the areas designated on the plat as reserve areas, such reserve areas being specifically excluded. Developer, at its option, may at any time during the term of these restrictions adopt said restrictions for any such reserve area by filing an instrument for record in the Deed Records of Harris County, Texas, setting out such adoption.

There is hereby created a committee, to be known as the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE, which shall function as representatives of all of the property owners in SPRING LEA to assure against depreciation of property values in said addition and shall be authorized to enforce, by appropriate proceedings, these covenants and restrictions. Said committee shall be composed of the following members: William J. Zak, Jr., Joe B. Ridings, and Stuart L. Campbell. Any vacancy on said committee may be filled by appointment by the remaining members on the committee. At such time as the committee here created deems it advisable and to the best interest of SPRING LEA, and the owners therein, said committee may arrange for an election by property in SPRING LEA of three individual property owners to succeed to the membership of said committee and adopt by-laws for future elections. No member of said committee shall ever be liable to any person, firm or corporation for any action taken as SPRING LEA ARCHITECTURAL CONTROL COMMITTEE, and the acceptance by any party of a deed to any lot in SPRING LEA shall constitute such party's covenant and agreement that such liability shall no exist.

1. Only one single-family residential building shall be permitted on any lot as shown by the recorded plat.
2. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the buildings or structure have been approved in writing by the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE as to compliance with these restrictions, quality of materials, harmony of external design with existing structures, and as to the location with respect to topography and grade elevation.
3. No fence, wall, hedge, or other sight obstructing growth or structure shall be erected, placed or permitted to remain on any lot nearer to the front line of such lot or nearer to the street of any corner lot than the minimum building setback line as shown on the recorded plat.
4. The ground floor area of all one story residences, exclusive of open porches and garages, shall be not less than 1,200 square feet. The total living area, exclusive of open porches and garages of 1 & ½ or 2 story residence shall be not less than 1,400 square feet, and the ground floor area of such 1 & ½ or 2 story residence, exclusive of open porches and garages, shall be not less than 1,000 square feet. All residences must be 51% masonry construction with a minimum of 1 ½ baths. Each roof must be of wood shingle or built-up construction. All

garages must be fully enclosed and contain facilities for a minimum of two and a maximum of three automobiles.

5. No building shall be located on any lot nearer to the front line, or nearer to the side line, than the minimum building setback lines as shown on the recorded plat. No building shall be located nearer the five (5) feet to an interior lot line. Buildings on corner lots shall face or front on the street on which such lot has the smallest frontage unless the owner of such lot applies to the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE for permission to face such building in different direction, and said committee shall have the right and power to either grant or refuse permission to so face said building.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.
7. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be placed on any lot at any time for any use whatsoever, either temporary or permanently, without written consent from SPRING LEA ARCHITECTURAL CONTROL COMMITTEE. Members of the Committee shall have the right to remove any such structure of a temporary character, trailer, tent, shack, barn or other outbuilding which is placed on any lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed two of each category) may be kept, provided that they are not kept, bred, or maintained for an commercial purpose, but only for the use and pleasure of the owner of such lot.
10. No individual sewage system shall be permitted on any lot. Whenever a residence is established on any lot, it shall be provided with inside toilets, and shall be connected immediately with the City of Houston sewer system.
11. The owners and/or occupants of all lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material or equipment except for normal residential requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE may, without liability to the owner or occupant, in trespass or otherwise, cause to be removed such garbage, trash or rubbish of any kind, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof.
12. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any lot without the consent in writing of the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE. Members of the Committee shall have the right to remove any such sign, advertisement, or billboard structure which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
13. No boats, boat trailers, or any other type trailer shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines as shown on the recorded plat of this subdivision. The parking of automotive vehicles or trailers on road shoulders for a period longer than 12 hours is prohibited.
14. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with construction being done on such lot. No trees shall be cut on any lot except to provide room

for construction of buildings, or to remove dead or unsightly trees.

15. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
17. Except as hereinafter provided, no residential lot in SPRING LEA shall be subdivided or re-subdivided in any fashion. Any person or persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in Paragraph 1 of these Restrictions, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation, and provided further that any such resulting building site does not contain less than 6,500 square feet.
18. All driveway culverts and other drainage facilities must be set to the grade provided by developer.

The covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision, as well as by the SPRING LEA ARCHITECTURAL CONTROL COMMITTEE as hereinbefore provided.

Invalidation of any one or more of these covenants, by judgment or court order or otherwise, shall in no wise affect any other covenant, restriction, or condition, but all such other covenants, restrictions or conditions, shall continue and remain in full force and effect.