

BIG WOODS SPRINGS IMPROVEMENT ASSOCIATION

A Non-Profit Corporation

SUBDIVISION DEED RESTRICTIONS

- 1. USE:** No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction. Additional cutting of trees should be limited to dead trees or for improvement of landscape purposes only. The cutting of all trees from a lot or tract must be approved in writing by the Board of Directors of Big Woods Springs Improvement Association.
- 2. LOT AREA:** No lot may be resubdivided; however, individual lots may be divided between abutting owners and thereafter each owner's resulting oversized lot shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots; in which case both such lots shall be considered as one (1) lot for building purposes.
- 3. ARCHITECTURAL CONTROL COMMITTEE:** The Board of Directors, hereinafter referred to as the Board, or a Committee appointed by the Board of Directors, hereinafter referred to as the Committee, shall from time to time review plans to insure all owners' harmony of location and harmony of external and structural design and quality with existing structures. The Board or the Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

No improvements shall be placed on any lot or tract until the building plans, specifications and plat plans showing the location have been approved in writing by the Board or Committee. Likewise, any remodeling of existing structures or lots and/or tract which will alter the exterior design must be approved in writing by the Board or the Committee.

In the event the Board or the Committee disapproved of such plans, the owner will be notified in writing by registered or certified letter addressed to the address given on the submission. In some cases, the letter may be hand delivered.

In passing upon all such plans, the Board or the Committee may take into consideration, among other things, the suitability of proposed building or remodeling of existing structure upon that lot or tract and also of the lots and or tracts adjacent to and around it. Building materials will also be taken into account.

Any such notice shall set forth the elements disapproved and the reason or reasons for, but need not contain suggestions as to methods or curing any matters of things disapproved.

The judgment of the Board or Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive.

If the Board or Committee fails to approve or disapprove such plans within thirty (30) days after

submission, it will be presumed that the plans have been approved. These requirements for approval by the Board or Committee cover not only the residences to be constructed in the Subdivision, but all piers and other structures built in the water.

ARCHITECTURAL CONTROL COMMITTEE continued...

These requirements for approval also include mobile and modular homes on those lots where mobile and modular homes are allowed.

All structures which extend into the water must meet the following requirements:

- a) Permission for any such structure must first be obtained from the Board or Committee. They will not approve more than one pier per lot or tract except under circumstances deemed to be exceptional by the Board or Committee.
- b) No part of the structure will be closer to any projected side property lot or tract line than ten (10) feet.
- c) No boat houses will be allowed on the lake except by the Association.

4. STRUCTURES:

- a) Any lot or tract restricted by this subsection 4(a) shall not have constructed upon it any residence unless such residence shall have a minimum of 800 sq ft of living area and no part of such structure shall be closer to any projected side property lot or tract line than five (5) feet.
- b) Any lot or tract restricted by this subsection 4(b) shall not have constructed upon it any residence unless such residence shall have a minimum of 500 sq ft of living area or 500 sq ft if it is a mobile or modular home and no part of such structure shall be closer to any projected side property lot or tract line than five (5) feet. Any lot or tract restricted under this subsection 4(b) may also have placed upon it a mobile home being approved by the aforementioned Board or Committee.
- c) As to any lot or tract restricted under this subsection 4(c), a residence constructed thereon or a mobile home placed thereon which shall not contain a minimum living area by the plans, but in the case of a mobile home, the construction thereof must be approved by the Board or Committee.
- d) No structure shall be occupied or used for residential storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.
- e) Each residence, once commenced, must be complete within one (1) year after the date on which such residence is commenced, the owner of same hereby gives the Board or Committee the right and authority to enter upon the property upon which such structure is situated, and to

disassemble such structure and store the building materials on the premises or elsewhere at the discretion of the Board or Committee. The owner of any such lot agrees, by the purchase or occupancy thereof, that the Board or Committee shall not be liable in trespass in entering upon said lot or tract and disassembling any such structure.

f) No tent, shack, camper, or structure of a temporary character shall at any time ever be used as a permanent residence on any lot or tract or be moved onto or permitted to remain on any lot, except during construction of permanent structures. It being intended that the Board shall permit very limited camping within the subdivision.

g) No fence shall be erected without the approval in writing of the Board or Committee.

5. **SIGNS:** No advertising signs other than "For Sale" or "For Rent" property signs may be displayed in the subdivision without the prior written approval of the Board.
6. **NUISANCES:** No noxious or offensive activity shall be carried on or maintained on any lot in the subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.
7. **FIREARMS:** The use or discharge of firearms in the subdivision is expressly prohibited except in areas that may be designated for such purposes by the Board.
8. **GARBAGE AND TRASH DISPOSAL:** No lot or tract shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish shall be kept only in slightly, sanitary containers. Each lot or tract owner shall be responsible for disposing of all his trash, garbage and rubbish, and the burning of such with the subdivision is prohibited. The Association does provide a trash trailer at this time for kitchen trash only. This trailer is located at the side of the Clubhouse.
9. **UNSIGHTLY STORAGE:** If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein.
10. **JUNK:** No abandoned cars, scrap iron, tires, lumber, dishwashers, refrigerators, air conditioners, etc., are to be stored on lot or tract. Anything that takes from a natural or neat appearance of a lot or tract is to be hauled away.
11. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot, except dogs, cats or other household pets, except by permission of the Board. Dogs and cats should be kept at a minimum. They should not be allowed to disturb neighbors' rest or quiet. If they should do so, the Board shall have the right to eliminate the problem.
12. **OFF-STREET PARKING:** Both prior to and after occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking for his vehicles and/or boats.
13. **WEEDS AND TRASH:** The owner of improved property shall keep the same clean and free of trash and such weeds as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Board or Committee may have the lot or tract cleaned and the cost or

expense thereof shall be payable on demand by the owner to the Association. This also applies to unimproved lots with trash. No trash will be allowed on any lots.

14. SEWERAGE: No outhouses shall be permitted on any part of the property. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of State and local health authorities. No "outside" or surface toilets shall be permitted under any circumstances. No septic tank lateral lines shall be constructed within fifty feet (50 ft) of any lakes, streams or ponds. Minimum requirements for the construction of septic tanks and lateral lines are one hundred feet (100 ft) of one foot by four inches (1'x4") tile pipe laid in the center of one foot of wash gravel (or slag) covered with tar paper in a trench twelve inches side by twenty-four inches (12"x24") deep. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied. Any change or deviation from these restrictions must be granted by the Board in writing.

15. RENTAL PROPERTY: In the event you have two residences in the Big Woods Springs community and you rent one residence out, there will be an assessment fee for the rental property also. Ten dollars for the one you occupy and ten dollars for the rental. This is due the fact that there are two families using the roads and facilities.

16. UTILITY EASEMENTS: An easement is expressly reserved in, on, over, under and through those portions of the lots as shown on the recorded plat for the purpose of installing, repairing and maintaining electric power, water, sewage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of the Association and public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to and above all dedicated utility easements as shown on the map or plat of the subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the subdivision plat shall be for the general benefit of the subdivision as herein defined and any other land owned or acquired by the Association in the vicinity thereof and shall also insure to the benefit and may be used by any public utility company entering into and upon said property for the purposes aforesaid with the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on any such easements except these easements being used for underground electric and/or telephone systems provided that:

- a) such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same and
- b) the right of the owners of such fences, walls and hedges shall at all times be and remain subordinate and inferior in every way to the right of public and private utilities and
- c) such public or private utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fences, walls or hedges where the removal of the same is

incidental to or necessary for the performance of public or private utility operations.

No buildings or structures of any character may be erected or allowed to remain on any utility easement.

17. ASSOCIATION MEMBERSHIP: Each purchaser of a tract or lot in the subdivision must be a Member of the Association. Additionally, organizations or persons who become owners, whether recorded or not, by accepting a deed or by being an heir or successor, must be a Member of the Association. The Association is a non-profit corporate enterprise for the purpose of providing the Members with Clubhouse and private recreational facilities in the area, and to establish and maintain parks, lanes, lakes, and provide for the common benefit of lot and tract owners. Said membership is automatic upon ownership and shall be conditioned upon payment when due of such dues, fees, and maintenance charges as the Association shall find necessary for the maintenance of the Clubhouse and lakes and any other services and benefits which said Association may provide for the benefit of the lots, association facilities and Members. Accordingly, each member of the Association is hereby subjected to an annual fee and maintenance charge of \$35 per month for the purpose of creating a fund to be known as the "Big Woods Springs Maintenance Fund" to be paid by the owner, the same to be secured by a vendor's lien upon said lot or tract; said maintenance charge to be payable monthly in advance as directed by the Association. The fee and maintenance charge may be increased by a majority vote of a quorum of the Members as defined in the Bylaws, Article Three, Section VI, Quorum. The Board may also increase the fee and maintenance charge from year to year up to an increase not to exceed 10% of the fee and maintenance charge for the previous year. It is understood that the judgment of the Association in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. By the acceptance and retention of title to any lot or

ASSOCIATION MEMBERSHIP continued...

tract, each lot or tract owner, his heirs or assigns shall have a lien upon the subject lot or tract to secure payment of the aforementioned dues, fees, and maintenance charge. It is understood that the Association may exercise any and all available legal remedies for non-payment of dues, including but not limited to termination of membership and attendant privileges, executing liens, judgments, evictions, or foreclosures. Any and all such liens securing said dues, fees and maintenance charges are hereby declared to be expressly subordinate and inferior to any voluntary lien, including renewal and/or extension thereof, created on any lot or tract in the subdivision by an owner thereof for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such lot or tract. Such subordination of liens shall continue and be in full force and effect for so long as such construction or permanent loan is outstanding. Owners of multiple tracts will pay one membership fee or assessment with the following exceptions:

- a) If an additional tract is continually occupied by a non-member whether paying rent or not. If necessary, this decision will be made by a majority vote of the Board Members and the owner of the tract notified in writing of the required dues. Penalties for non-payment of the additional dues are the same as described in this document.

b) If the owner elects to pay additional dues.

c) When these changes become effective, no refunds of dues will be made by the Association to owners who were paying dues under old provisions in this document.

18. OIL, GAS AND MINERAL DEVELOPMENT: No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind by lot or tract owners shall be permitted upon or in any part of the lands included in the subdivision.

19. DRAINAGE STRUCTURES: Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without back-water.

20. PUMPING WATER FROM LAKES PROHIBITED: The pumping of water from any lakes or ponds is prohibited except by special permit in writing granted by the Association.

21. WATER WELLS: No water wells shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lot, but nothing herein contained shall be construed as prohibiting the Association, its successor, assigns or nominees from drilling a well on any property located in or near the subdivision or in any addition thereto; provided, however, that until water is available to the owners of said lots, the Association will grant written permits, upon proper application, for the drilling of wells and the operation thereof. If purchaser is granted a permit by the Association and has completed a well on his property, he will not be required to connect to the subdivision's water supply system but if he does elect, when water service is available, to connect to the subdivision's water system, he will pay a connection fee and a minimum monthly service fee of ~~\$17.00~~ 20. 20

22. RESTRICTIONS ON SALES, ETC.: No sale transfer, lease or other disposition of any lot or tract in the subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a Member of the Big Woods Springs Improvement Association, its successors. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to the duly probated will or by virtue of intestacy under the statutes of the State of Texas.

23. DEVELOPER'S SALES ACTIVITIES: Notwithstanding anything to the contrary contained herein, the Developer, its successors and assigns, reserves for itself and its designated agent or agents the right to use any unsold lots or tract for temporary office location and the right to place a sign or signs on any unsold lot or tract in the subject subdivision.

24. BOATING RESTRICTIONS: No water skiing will be permitted on any lakes or ponds; however, there is no restriction upon the size of any outboard or inboard motors which may be used on any lakes or ponds. No wake lake.

25. COVENANTS RUNNING WITH THE LAND: All the restrictions, covenants and conditions herein provided for the adopted shall apply to each and every lot and tract in the subdivision and shall be covenants running with the land. The Association, its successors and assigns, shall have the right to

enforce observance and performance of the restrictions and covenants contained and provided for herein. In order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all legal remedies elsewhere provided herein, to an injunction either prohibiting or mandatory. The owner of any lot or tract in the subdivision affected shall like have the right to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.

26. PARTIAL INVALIDITY: Invalidation of these covenants, restrictions or conditions by court judgment or otherwise, shall not affect in any way the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. The Association shall have the right to enter the property of the violator and correct the violation or to require that the same be corrected.

27. DURATION OF RESTRICTIONS:

a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until December 31, 2005, subject to modification or amendment as hereinafter provided.

b) At the end of the term provided in a) immediately above and at the end of each ten (10) year extension herein provided for, these restrictions shall be automatically extended and renewed for succeeding periods of ten (10) years each, unless within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the then existing lots and tracts in the subdivision, each such lot or tract entitling its owner to one (1) vote, shall have been recorded in the office of the County Clerk of Wood County, Texas, agreeing to change said restrictions and covenants in whole or in part.

c) Any or all of the restrictions, covenants and conditions herein contained may be repealed, amended or modified at any time by a majority vote of the Members in good standing in the subdivision, entitling each member to one (1) vote. Such repeal, amendment or modification shall be affected by an instrument in writing executed by such majority of said lot and tract owners and filed for record in the office of the County Clerk of Wood County, Texas.

28. HEADINGS: All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

29. RULES AND REGULATIONS OF THE ASSOCIATION: Rules and regulations of the Association membership pertaining to swimming areas, speeds of boats operated upon the lakes and ponds, hunting and fishing shall be posted in the Clubhouse of the Association and all Members of the Association and their friends and guests agree to abide by such rules and regulations.

30. LIABILITY: The Association will incur no liability for any loss, damage or injury to any person whether he be an owner or guest of an owner or trespasser, by virtue of any defect, real or apparent, in the Clubhouse owned by the Association or by the act, intentional or negligent, of any agent, employee

or servant of the Association, and the owner of land in Big Woods Springs agrees to hold harmless the Association for any loss occasioned to any person or property of any person while such person is on such property owned by Big Woods Springs.

(Retyped 2/22/2015 as originally recorded on 6/15/2002 .)