

VOL 2779 PG 0220

H-90-D-200048-B(05)

REAL PROPERTY RECORDS

AMENDMENT TO RESTRICTIONS

21831

WHEREAS, David A. Witts and Elane Witts executed Restrictions dated the 3rd day of January, 1986, recorded in Volume 1805, page 221, Deed Records, Denton County, Texas, and:

Whereas, attached to the recorded restrictions is Denton County's approval letter and surveyor's letters recorded in Volume 1805, page 218 and Volume 1805, pages 219 and 220, respectively, in Deed Records, Denton County, Texas, and;

WHEREAS, a Quit Claim Deed was executed, wherein Elane Witts deeded her share of Running Springs to David A. Witts, dated December 31, 1987, filed February 11, 1988, recorded in Volume 88028, Page 0263, Deed Records, Denton County, Texas.

WHEREAS, David A. Witts is the majority land owner and wishes to amend the recorded restrictions first above referenced;

NOW, THEREFORE, the above cited restrictions recorded in Volume 1805, pages 221, 222 and 223, shall be and are hereby amended as follows:

1. USE OF LAND.

A. Residential Use. Delete "except those lots used for riding arena".

I. Contruction Standards.

3. The total habitable floor area of the main structure on lots 26 through 39 and lots 45, 46 and 47 shall have a minimum footage of 1,500 square feet, exclusive of porches, stoops, terraces, garages and carports. All other lots shall have a minimum footage of 1,800 square feet, exclusive of porches, stoops, terraces, garages and carports.

Executed this 16 day
of March, 1990.

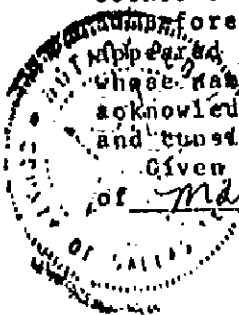
By

David A. Witts

THE STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared David A. Witts known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15 day
of March, 1990.



Dale M. Hernandez
Notary Public in and for Dallas Co., Tx.
My commission expires 8-29-92

REAL PROPERTY RECORDS

RUTH TANNEY
PRECINCT 1
(817) 365 2240

SANDY JACOBSON
PRECINCT 2
(214) 436 3721

VOL 1805 PAGE 218



LEE WALKER
PRECINCT 3
(817) 466 7410

B. E. SWITZER
PRECINCT 4
(817) 482 3413

BUDDY COLE, JUDGE

SIXTH FLOOR JOSEPH A. CARROLL COURTS BUILDING - 401 WEST HICKORY - DENTON, TEXAS 76201 - (817) 386-6000 - (817) 386-6000 - METRO 480-1751

CONDITIONAL ACCEPTANCE OF FINAL PLAT OF
RUNNING SPRINGS FOR PRECINCT # 1

3760

WAIVE ESCROW DEPOSIT BASED UPON THE
FOLLOWING CONDITIONS FOR FINAL PLAT
ACCEPTANCE:

- 1) FIX SOFT SPOTS WITH CURING TIME FOR TWO WEEKS.
- 2) USE ONLY ONE APPLICATION OF ASPHALT AND CHIP. BEFORE FALL APPLY SECOND ASPHALT COAT AND ROCK CHIP PROVIDING THAT ALL FOREIGN MATERIAL WILL BE REMOVED FROM FIRST COAT BY BROOMING (LOOSE GRAVEL).
- 3) AFTER INSPECTION AND APPROVAL OF SECOND APPLICATION BY PRECINCT # 1, THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE FOR ONE YEAR FROM THIS DATE.
- 4) CALCULATION OF ONE YEAR FOR COUNTY MAINTENANCE PURPOSES WILL COMMENCE AFTER FINAL APPROVAL OF SECOND ASPHALT APPLICATION.

NOTE: TO BE A PART OF THE FINAL PLAT
DOCUMENTS

1/31/86

VOL 2779-80222

Vol 1805 P. 219

BILL PERRY AND ASSOCIATES
CONSULTANTS - ENGINEERS - SURVEYORS
1811 Prudential Drive
TEL. (214) 634-8881
Dallas, Texas 75236

8 January 1986

Mr. John Roberts
Tax Records
Denton County, Texas

RE: Utilities for Running Springs
Osborn Road East of SH 377

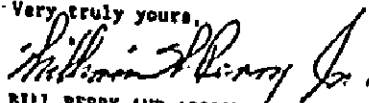
Dear John,

By letter dated February 22, 1985, we advised the Commissioner's Court (copy attached) that this proposed subdivision would be served by Mustang Water Company, and would be served with individual septic systems. Accordingly, percolation test were performed and submitted to the Denton County Health Department, and approved for the preliminary plat. The health department has since signed off on the final plat.

In accordance with our plans, the water system has been installed, and the Denton County Electric Cooperative has proceeded to install the underground electric services. Mail service will entail a lock-box system near the entrance gate, including a drop box for outgoing mail, under roof. Further, Southwestern Bell in Denison has been furnished with plans of the subdivision, including all other utility plans, so that telephone service can be installed to this subdivision.

I trust that this information will satisfy the requirements of the Denton County development requirements. If you have any questions, or need additional information, please advise me, and I will make every effort to fulfill your needs.

Very truly yours,



BILL PERRY AND ASSOCIATES
William H. Perry, Jr. P.E.

CC: David Witten

Encl.

BP/slg

L VOL 1805 PAGE 220

BILL PERRY AND ASSOCIATES
CONSULTANTS - ENGINEERS - SURVEYORS
1811 Prudential Drive
TEL. (214) 834-9391
Dallas, Texas 75238

February 22, 1985

Denton County Commissioner's Court
Denton, Denton County, Texas

Re: Water and Sanitary Systems for New Subdivision
Proposed name: Running Springs
Osborn Road 1.1 mile east of Cole Road

Dear Commissioners,

The proposed subdivision will be served by the Mustang Water Supply Company from an existing 4" water line in Osborn Road. Plans will be submitted for approval to the Engineer for Mustang Water Company, and is to be installed according to plans and specifications.

The lots are to be served by individual septic systems. Accordingly, percolation tests will be performed, and test results submitted for approval to the Denton County Health Officer, and made a record on the Preliminary or Final Plat, as required by regulations.

Very truly yours,

BILL PERRY AND ASSOCIATES
William H. Perry, Jr.
William H. Perry, Jr., P.E.
Consulting Civil Engineer

CIVIL DEVELOPMENT AND MUNICIPAL CONSULTANTS

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, DAVIDA WITTS and ELANE WITTS, being the fee simple owners of the real property situated in Denton County, Texas, and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, have caused said property to be platted and subdivided into an Addition known as RUNNING SPRINGS, an Addition to Denton County, Texas, as shown on the Plat of said Addition, recorded in Volume _____, Page _____, Deed Records, Denton County, Texas, which plat is also incorporated by reference for all applicable purposes.

For the purpose of assuring the orderly and uniform development of the above described property, and in order to carry out a general plan of development for the benefit of each and every purchaser of a lot in said Addition, the following restrictions upon the use of said property are hereby established, and the land shown on the attached Exhibit "A" and as more particularly platted into the lots and blocks on the Plat referred to in the paragraph above, is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

I. USE OF LAND.

A. Residential Use. All lots shall be used for residential purposes only, except those lots used for the riding arena, with the following additional restrictions and stipulations:

1. Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, RV's, similar vehicles or temporary structures of any nature whatsoever for residential purposes is hereby prohibited. No such vehicles shall be kept or permanently parked on the paved front portion of any street, or on any lot within the subdivision unless such vehicle is concealed behind a property fence no closer to the side street of corner lots than the back corner of the building.
2. No temporary structure of any kind shall be erected or placed on any lot, and in no event shall any residential dwelling upon any lot be occupied until it has been fully completed.
3. No part of any lot shall be used for commercial purposes or for any purpose other than a first-class private residence with the customary outbuildings and (attached) garages or carports.
4. Rental of servants quarters is strictly prohibited.
5. Mobile homes and modular homes are prohibited.
6. No garage or outbuilding shall ever be used for dwelling purposes, temporary or otherwise, except by servants employed on the premises.
7. Trucks with tonnage in excess of 3 1/2 tons shall not be permitted to park on the streets, driveways or lots over night.
8. Use Limitation. The following uses of lots, tracts or parcels of land in the property are not permitted:
 1. Any use of a lot or portion thereof for a residence other than one detached single family residence, which detached single family residence may have for the use thereof not more than four garages, with or without an attached carport. Carports must be attached to garages or houses and will not otherwise be permitted.
 2. Any use which generally constitutes a nuisance or which involves a noxious or offensive odor, excessive emission of smoke, dust, steam or vapor, or an excessive noise level.
 3. Any use not permitted under the zoning ordinances adopted by Denton County, Texas.
 4. Any use involving the keeping on any lot of any animals or domestic fowl shall comply with the provisions of Paragraph "C" hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.
 5. Any use or maintenance of any lot as a dumping ground for rubbish, trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in a sanitary condition.
 6. No radio or television tower or antenna shall be constructed or erected on any lot which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such lot (including chimneys), or extends higher than forty (40) feet from the ground level of the lot if such tower or antenna is not attached to such residential structure. No other permanent attachments of any kind or character shall be made to 1" rods or walls of any residence.
 7. Each developed single family residential lot shall contain sufficient parking space for at least two (2) automobiles by one of the following means: (a) two car garage or (b) two car carports attached to the main structure with storage space. Junk and wrecked cars and cars on blocks are prohibited.
 8. All residences or other structures constructed or erected upon any lot shall be of new construction and in no event shall any existing structures be moved onto any lot.
 9. Any above ground propane tanks shall be screened.
 10. The use of tiles, fireworks of any kind, or fireworks is prohibited.
- C. Animals and Domestic Fowl. Horses, cattle and show animals may be kept only under the following conditions.
 1. All animals may be kept only for the use and pleasure of the Owner.
 2. Not more than four horses per acre may be kept and must be kept in suitable enclosure(s) for the number and type of animal. All enclosures erected for such purposes must not detract from the architecture of surrounding structures.
 3. Notwithstanding any of the above provisions, swine, reptiles or dangerous animals may not be kept on any lot.
 4. All dogs and other pets must be kept on a leash and properly restrained by Owner in common areas such as recreational area and riding arena.
- D. Side Line and Front Line Set-Back Restrictions. All residences or dwellings erected or placed on lot shall face the front road or street adjacent to the lot as shown on the plat or as prescribed in the Deed from Decedent conveying the same.
 1. No residential dwelling or out-building shall be erected or permitted to remain nearer than 50 feet from any side line, nor nearer than 75 feet from any front line; provided that a variance may be approved by the architectural committee.
 2. No owner shall be permitted to re-subdivide any lot of the Addition.
- E. Fences. No fences of any kind or character whatsoever shall be erected on any lot except as follows:
 1. Only decorative wood, decorative iron, brick or masonry fences may be built in front of the residence.
 2. Chain link, decorative wire mesh, pipe and cable, wood or masonry fences may be constructed, but must be situated entirely behind the front of the residence on such lot.
 3. The following height restrictions shall apply to fences: Fences shall not exceed six (6) feet except for back or side fences.

Vol 1805 PG 222

F. Signs. No sign of any kind shall be displayed to public view on any lot with the following exceptions:

1. One (1) professional sign of not more than four (4) square feet advertising a lot for sale.
2. No more than two (2) signs used by a builder to advertise a lot during the construction and sale of a residence thereon.
3. Any sign used by the Declarant for sale or advertising purposes.
4. One sign per lot for a political candidate.

G. Illegal Trade. No illegal activity of any kind shall be carried upon any lot.

H. Landscaping. Landscaping will:

1. Be required on all lots contemporaneously with completion of other improvements, but in no event later than 180 days after first occupancy or completion of improvements, whichever is first to occur.
2. Permit reasonable access to public and private utility lines and easements for installation and repair.
3. May not divert in any way creeks or ponds or increase such ponds in size through dams or other obstructions.
4. Any lot purchased but left vacant shall be mowed and maintained at least once a month during April through September.

I. Construction Standards.

1. Exterior walls of each residence constructed or placed on a lot shall not be less than 7 1/2" masonry construction.
2. Roofs shall consist of cedar shingle, simulated cedar shingle roofs asphalt minimum weight of 340 pounds per square, a square being defined as an area ten (10) feet by ten (10) feet containing 100 square feet, or tile roofs. Metal roofs may not be used.
3. The total habitable floor area of the main structure on lot shall have a minimum footage of 1800 square feet, exclusive of porches, stoops, terraces, garages and carports.

4. Driveways shall be constructed of concrete, asphalt or gravel, and shall be completed before occupancy of dwelling. All approaches and culverts connecting the driveway and street shall be approved for design and materials to meet county specifications. The first 30 feet of driveway shall be not less than 20 feet of wearing surface width, then the next 20 feet not less than 16 feet of wearing surface width. Owner then has option to complete the remaining driveway with gravel according to county specifications on gravel roads.

5. No air conditioning apparatus shall be installed on the ground in front of a residence or shall be attached in any front of a residence. In the case of corner lots, no air conditioning apparatus shall be installed on the ground in the yard next to or facing a street. No evaporative cooler shall be installed on the front wall or side wall of a residence.

6. All outbuildings, garages and barns shall be constructed and finished in a manner compatible with the main residential dwelling.

J. Natural Drainage. The Owner of each lot takes and accepts title with the knowledge, understanding and acceptance of the drainage situation as it is. The Owner shall accept the drainage as it exists at the time of purchase regardless of whether it is natural drainage or created as a result of the development or improvement of the property.

K. Easements. Easements for the installation, maintenance, repair and removal of utilities and drainage facilities over, under and across a portion of the front and back boundary lines and side boundary of corner lots extending ten (10) feet from the road right-of-way and rear boundary and five (5) feet on either side of all side lot lines are hereby reserved by Declarant, and Declarant shall have the right to assign and transfer such easements to or for the benefit of any public utility.

L. Septic Tanks. Septic tanks and systems will be installed only in accordance with Denton County Health Department and the State of Texas Health Department requirements.

2. ENFORCEMENT.

Generally: The restrictions and covenants set out in this Declaration shall be enforced as follows:

A. Until fifty percent (50%) of the lots are sold, Declarant shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

B. After fifty percent (50%) of the lots are sold by Declarant, any interested party at his expense may bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

3. MISCELLANEOUS PROVISION.

A. Duration: This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, and shall inure to the benefit of every Owner of every lot and their respective legal representatives, personal representatives, devisees, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded and continuing for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same is nullified or revoked by a majority vote of the Owners. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Owners at least thirty (30) days in advance and shall set forth the purpose or purposes of such meeting.

B. Amendment: Any article of this Declaration may be amended in the following manner:

1. If prior to the sale of one hundred percent (100%) of the lots by Declarant, any article hereof requires amendment in a manner substantially different from its present form or from the specific and general intentions and purposes of the restrictions, conditions, and covenants set forth herein, Declarant shall have the exclusive power and right to amend such article; provided, however, that the Owners of fifty-one percent (51%) of the lots may, during such time, make such amendment if same is approved in writing by Declarant. Any such amendment shall become effective when an instrument is filed of record in the Deed Records of Denton County, Texas, with the signature of, as applicable, Declarant and/or the requisite number of Owners.

2. After one hundred percent (100%) of the lots are sold by Declarant, those persons or legal entities who own lots shall, by two-thirds (2/3) vote, have exclusive power and right to amend any article hereof. Owner may vote in person or by proxy at a meeting duly called for such purpose or purposes, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall be effective when an instrument is filed of record in the Deed Records of Denton County, Texas, with signatures of the requisite number of Owners.

C. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, such provision shall be fully severable and the remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby.

VOL 2779 PG 0226

VOL 1805 PAGE 223

D. Headings. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

E. Effective Violation of Covenants or Existing Liens. Violation of or failure to comply with any of these restrictions, covenants, and conditions shall in no way affect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

SIGNED on this the 3 day of JANUARY 1986.

DECLARANT:

David A. Witts
David A. Witts

Elaine Witts
Elaine Witts

State of Texas
County of Dallas

Before me, the undersigned authority, on this date personally appeared David A. Witts and Elaine Witts, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 3rd day of JANUARY, 1986.



Doris M. Boney
Notary Public in and for Doris M. Boney
The State of Texas

My commission expires: 7-28-88

3760

95 JAN 21 10:58

95 JAN 21 10:58

95 JAN 21 10:58

95 JAN 21 10:58

1805 224

FILED



BILL PERRY, P.E., R.P.S.
CONSULTANT

BILL PERRY AND ASSOCIATES
engineering • planning • development • design
301 PRUDENTIAL DR.
DALLAS, TEXAS 75201

214-644-8591

VOL 2779 PG 228

FILED 021891
FILED FOR RECORD
90 MAY 11 PM 3:17
MARILYN ROBINSON
COUNTY CLERK
DENTON CO. TEX
BY [Signature] DEPUTY

RETURN TO: Kathy Poe
LAWYERS TITLE INSURANCE CORPORATION
One Main Place, Suite 250
1201 Main St.
Dallas Texas 75202

FILED FOR RECORD 11th DAY OF May A.D. 1990 at 2:17 P. M.
DULY RECORDED 11th DAY OF May A.D. 1990
BY Andrea Selton DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS