



4 PGS 200725577
RESTRICTIONS

Correction
Restrictions
Of
Spring Tree Phase Two

THE STATE OF TEXAS

COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS:

That LGDC Real Estate LTD (Developer), being the owner of the property shown on the plat of Springtree, Phase Two, within the City of Kilgore, Gregg County, Texas, recorded in the Deed Records of Gregg County, Texas, in Clerk File No. 200721238, Official Public Records, Gregg County, Texas, does hereby impress said property with the following restrictive covenants and conditions for the purpose of providing a uniform building program upon said property and to insure the present future owners that said subdivisions will be developed into a desirable residential section:

I.

Springtree, Phase Two is permanently zoned R-1 by the City of Kilgore and all lot owners must conform to the regulations set forth for such district in the zoning ordinance of the City of Kilgore dated September 1, 1964, and said regulations contained in the present zoning ordinance shall continue in full force and effect not withstanding any rezoning changes except as hereinafter set out.

II.

All of said lots shall be devoted exclusively to residential purposes. All dwelling houses shall be detached single-family dwellings, and no duplexes or apartment houses shall be constructed on any lot in said addition.

III.

Each dwelling house constructed on any lot in said addition shall be constructed at least 30 ft. from the property line of the street upon which such residence faces. The residence on any corner lot shall face the street upon which the lot has the shortest frontage, provided that the Architectural Committee hereinafter designated may, by written instrument, permit a residence to be constructed on a corner lot facing either direction, but the setback provided for the other houses on the street, shall conform with setback line on the street to either side.

IV.

No dwelling containing less than 2200 square feet of floor space, exclusive of porches, breezeways, terraces, garages, and other attached outbuildings, shall be constructed on any of the lots.

V.

The following standards must be met in the construction of improvements on each lot in said subdivisions:

(a) All dwellings shall be constructed of stone, masonry, brick, stucco, or of a glass building material to the kind usually used for outside wall construction, to the extent of at least Seventy-five Percent (75.0%) of the area of outside walls.

(b) No garage or carport may be open to any street which the lot fronts unless behind such dwelling and attached with a breezeway.

(c) The approaches on all drives shall be constructed of concrete.

(d) Only wooden fences are allowed and may not be placed on the lot nearer to the front street than is permitted for the house.

VI.

No lot on lots shall be resubdivided without the express written consent of the Architectural Committee hereinafter designated.

VII.

No structure shall be moved on to any portion of said subdivision, whether new or old, and all buildings erected in said subdivisions shall be of new construction.

VIII.

Trailers, barns, stables, poultry houses and other structures of like character shall not be permitted on any said lots; provided, however, that neatly constructed pens and quarters may be placed to rear of the dwelling house for small family pets such as dogs and cats.

IX.

No residence, garages, servants' quarters, or other outbuilding shall ever be constructed on any lot in said such subdivision without the approval of the plans and specifications of such structure by the Architectural Committee hereinafter designated, such approval to be a written instrument.

X.

The developer shall designate and appoint an Architectural Committee consisting of, the Developer, and two (2) other qualified persons, which committees shall serve at the pleasure of the Developer.

XI.

The undersigned reserves all the rights to oil, gas, and other minerals on all said property described herein, but in no event will there be any oil and gas drilling or mining operations of any kind.

The undersigned has heretofore granted utility easements across portions of this addition, as shown by easements of record in Gregg County, Texas and reserves for itself, his successors and assigns, the rights to grant to the City or other utility companies the right to use those same easements for other utility companies serving this addition. All conveyances of lots in this addition shall be subject to this reservation and the easements already granted as shown by the Gregg County Deed Records, and such easements shall continue so long as the City and the utility companies or their assigns continue to serve any lot in said addition.

XII.

The Developer, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of these restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The covenants conditions and restrictions of these restrictions shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or the owner of any tract subject to these restrictions and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty-five (25) years from the date of these restrictions are recorded. The covenants, conditions and restrictions of these restrictions may be amended by an instrument signed by not less than eighty (80%) percent of the land owners.

XIII.

Invalidation of any one of these covenants and restrictions by judgment or court order shall nowise affect any of the provisions hereto which shall remain in full force and effect.

These Corrected Restrictions for Springtree, Phase Two are in correction and replacement on Restrictions filed at Clerks File No. 200721680, Official Public Records, Gregg County, Texas. By mistake or error, the mane of those restrictions stated it was Restrictions for Spring Tree, when fact it should have been Springtree, Phase Two and the owner was called to be LGDC Real Estate LLC, when it should have been LGDC Real Estate, LTD. There were also several minor working errors which were corrected. These Corrected Restrictions for Springtree, Phase Two are made by the owners of Springtree, Phase Two to correct those mistakes.

EXECUTED this 9 day of November, 2007.

LGDC REAL ESTATE, LTD., A Texas Limited Partnership

By: LGDC Enterprises Management Company, LLC, A Texas Limited Liability Company, it's General Partner

By: Larry Gilliam

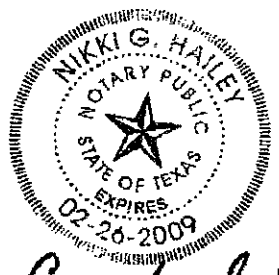
Larry Gilliam, Member

By: Don Crawford

Don Crawford, Member

The State of Texas
County of Gregg

This instrument was acknowledged before me on the 9 day of November, 2007 by Larry Gilliam and Don Crawford, Members of LGDC Enterprises Management Company, LLC, a Texas Limited Liability Company, General Partner of LGFC Real Estate, LTD., a Texas Limited Partnership, on behalf of said limited partnership.



Nikki G. Hailey
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Connie Made

Connie Made, County Clerk
Gregg County Texas

November 13, 2007 10:01:45 AM

FEE: \$28.00
RESTRICTIONS

200725577

Don Crawford
1705 Judson Rd. Ste C
Longview, TX 75601