

289104

RESTRICTIONS
RIVERSHIRE, SECTION ONE

STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY I

WHEREAS, Glenn McMillan Developing Co. is the owner of a tract of land in the K. Hyman Survey which has been subdivided and platted as Rivershire, Section One, as shown by map thereof, recorded in Volume 162, Page 27 of the Map Records of Montgomery County, Texas; and ¹⁰ ₁₃₇ ²⁵ ₁₃₇

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat, there be established and maintained a uniform plat for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW THEREFORE, Glenn McMillan Developing Co., being the owner of said subdivision, acting herein by and through its duly authorized officers, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these owners and all parties and persons claiming under them until January 1, 1990, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by Glenn McMillan Developing Co., or its successors or assigns. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans,

specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an architectural control committee composed of Carl King, Donald A. Williams and J. K. Lyles, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to ninety (90) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1975.

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 then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) Except as may be authorized in writing by the Architectural Control Committee no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundations of any building (including garages) shall be located nearer than five feet (5') from the rear lot line of lots which do not have a bridle path easement at the rear nor within the area of such bridle path easement as to the remaining lots; nor nearer than five feet (5') from any side lot line, except that garages may not be nearer than three feet (3') from any side lot line. Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. All improvements shall be constructed to front or the street upon which site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved in writing by the Architectural Control Committee; provided that garages on corner lots may not face the side street, with the exception of Lots Six (6), Sixteen (16) and Thirty-two (32) in Block One (1); Lots One (1) and Sixteen (16) in Block Two (2); Lot Ten (10) in Block Three (3); Lot Five (5) in Block Five (5); Lots Eighteen (18) and Nineteen (19) in Block Six (6); Lot One (1) in Block Seven (7); and Lots One (1) and Thirty-one (31) in Block Eight (8).

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand square feet (7,000) or a width of less than sixty feet (60') at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may

become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of one thousand five hundred square feet (1,500) of floor area exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one per cent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, and all roofs shall be of the wood-shingle type; provided, however, the Architectural Control Committee may approve variations from such construction requirements in specific cases.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet (5) advertising property for sale or rent, or signs of any size used by a builder or developer to advertise the property during the construction and sales period.

(m) 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 or 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. Water wells may be drilled with the written permission of the Architectural Control Committee.

(n) No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(p) No single family dwelling shall be occupied for residence purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

(q) The riding of horses in any area of the subdivision except any bridle path easements shown upon the plat is strictly prohibited. No lot owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of any bridle path easement nor shall any hedges, shrubs, trees or bushes be planted within the bridle path easement.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots and listed in Paragraph (a) above, but do not apply to those certain tracts or reserves as shown on the map and plat of Rivershire, Section One, to-wit:

RESERVE "A", a 2.491 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "B", a 4.309 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "C", a 1.513 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "D", a 7.165 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "E", a 9.280 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "F", a 12.870 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "G", a 3.579 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "H", a 1.887 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "I", a 6.344 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "J", a 6.103 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "K", a 2.170 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "L", a 3.186 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map and plat of Rivershire, Section One.

ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at an initial rate of One Hundred Eight and No/100 (\$108.00) Dollars per year for the purposes of creating a fund to be known as "RIVERSHIRE MAINTENANCE FUNDS, INC." and to be paid by the Owner of each building plot.

This charge shall be payable to the "RIVERSHIRE MAINTENANCE FUNDS, INC.", a Texas non-profit corporation, annually in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Glenn McMillan Developing Co., or any subsidiary of Westchester Corporation. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Glenn McMillan Developing Co. against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of "RIVERSHIRE MAINTENANCE FUNDS, INC.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be One Hundred Eight and No/100 (\$108.00) Dollars per year; and such Maintenance Charge may be adjusted from year to year by Rivershire Maintenance Fund, Inc. as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five per cent (75%) of the lot owners in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten per cent (10%) per annum.

The total fund accumulated from this Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes:

Lighting, improving and maintaining streets, parks, parkways, bridle paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other thing necessary or desirable in the opinion of the Trustees of Rivershire Maintenance Fund, Inc. to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of Rivershire Maintenance Fund, Inc. in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

(b) The Trustees of Rivershire Maintenance Fund, Inc. are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund", giving as security funds then or in the future paid into the "Maintenance Fund".

The Maintenance Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square root area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten year (10) period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at least five (5) years prior to January 1, 1990, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's Office.

(c) The initial Board of Trustees of Rivershire Maintenance Fund, Inc. shall be composed of Carl King, Donald A. Williams and J. K. Lyles, who shall serve until January 1, 1975, unless all three of said initial Trustees resign prior to that time. In case of the resignation, death or incapacity of any of said initial Trustees, the remaining Trustee or Trustees may appoint another Trustee to serve the remainder of said term. The members of Rivershire Maintenance Fund, Inc. shall be the owners of lots in Rivershire Section One, or any future section of Rivershire Subdivision. Each Member shall be entitled to one (1) vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1975, or sooner if all three (3) initial Trustees resign, the members shall elect three (3) Trustees annually at the meeting of the members and such Trustees shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

EXECUTED this 25th day of May, 1972.

GLENN McMILLAN DEVELOPING CO.

ATTEST:

By: Adrian Kachel
Adrian Kachel, President

J. K. Lyles
Secretary



STATE OF TEXAS
COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, President of GLENN McMILLAN DEVELOPING CO., a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of May, 1972.



Marilyn E. ...
Notary Public in and for Harris County, Texas

FILED FOR RECORD
AT 8 O'CLOCK A. M.
May 31, 1972
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
M. ... Deputy

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me:



Roy Harris
County Clerk of Montgomery Co., Texas

AMENDMENT TO RESTRICTIONS
RIVERSHIRE, SECTION ONETHE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GLENN McMILLAN DEVELOPING COMPANY is the owner of a tract of land in the K. Hyman Survey, which has been subdivided and platted as RIVERSHIRE, SECTION ONE, as shown by map thereof, recorded in Volume 10, Page 25 of the Map Records of Montgomery County, Texas; and,

WHEREAS, by instrument dated May 25, 1972, and recorded in Volume 774, Page 638 of the Deed Records of Montgomery County, Texas, and as amended by that certain amendment in Volume 806, Page 893 of the Deed Records of Montgomery County, Texas, Glenn McMillan Developing Company, as owner of Rivershire, Section One, did create certain restrictive covenants affecting said subdivision, and reference to said instruments is here made; and,

WHEREAS, the undersigned authority desires to alter Section (b), Paragraph Four which states, "The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1975," of said instrument of restrictions.

WHEREAS, Glenn McMillan Developing Company has filed a replat of Blocks 5, 6, 7, 8 and 9 of Rivershire, Section One, as shown by map thereof recorded in Volume 12, Page 91 of the Map Records of Montgomery County, Texas; and,

WHEREAS, the undersigned authority desires to amend the aforesaid restrictions and to ratify, confirm and adopt said restrictions as they apply to the replat above referred to.

NOW, THEREFORE, the undersigned owner, namely, GLENN McMILLAN DEVELOPING COMPANY, does hereby amend such restrictive instruments as follows: "The duties and powers of such Committee and of its designated representatives, shall cease on and after January 1, 1980, and said duties and powers shall become vested, effective January 1, 1980, in the Board of Trustees, as it may be constituted from time

to time, of Rivershire Maintenance Funds, Inc., with said trustees having the authority and duty to exercise the same powers previously exercised by the Architectural Control Committee."

Section (c) provides that garages on certain corner lots may not face the side street except Lot 5 in Block 5; Lots 18 and 19 in Block 6; Lot 1 in Block 7; and Lots 1 and 31 in Block 8.

The replat changes the lot numbers and the restrictions are hereby changed to reflect the following:

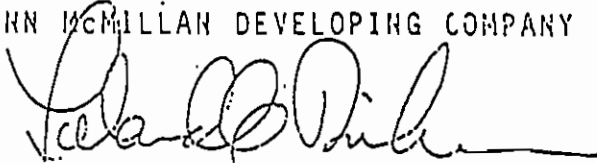
Lot 5 in Block 5 should be changed to Lot 7 in Block 5; Lots 18 and 19 in Block 6 should be changed to Lots 23 and 24 in Block 6; and Lot 31 in Block 8 should be changed to Lot 40 in Block 8. However, all garages on corner lots in the Replat of Blocks 5, 6, 7, 8 and 9 of Rivershire, Section One, may face the side street, but only with the express written approval of the Architectural Control Committee.

We, the undersigned authority do hereby ratify, confirm and adopt said instrument of restrictions, as amended, and as further amended hereby, as being in full force and effect and as valid instruments of restrictions affecting all of said Rivershire, Section One.

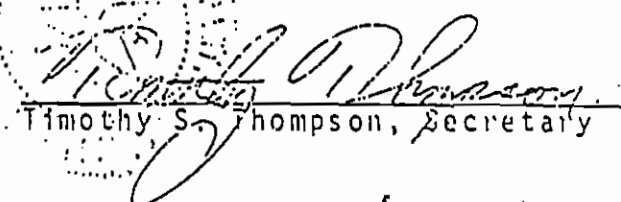
Executed this 19th day of March, 1975.

GLENN McMILLAN DEVELOPING COMPANY

By


Leland C. Pickens, President

ATTEST:

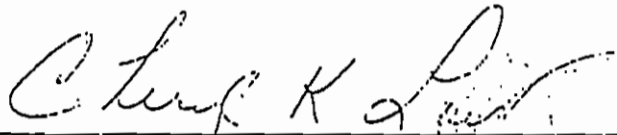

Timothy S. Thompson, Secretary

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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BEFORE ME, the undersigned authority, on this day personally appeared LELAND C. PICKENS, President of GLENN McMILLAN DEVELOPING COMPANY, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

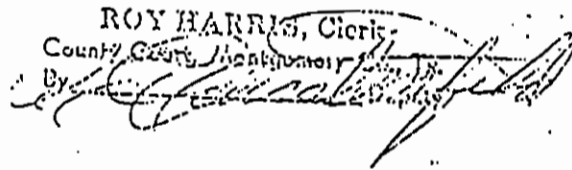
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of March, 1975.



Notary Public in and for Harris County,
Texas

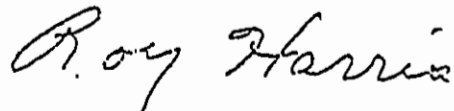
FILED FOR RECORD
AT 10 O'CLOCK A.M.

MAR 20 1975

ROY HARRIS, Clerk
County Court, Montgomery County, Texas
By 

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



County Clerk of Montgomery Co., Texas

DEEDS

7742702

RESTRICTIONS
RIVERSHIRE, SECTION ONE
REPLAT OF RESERVES I, J, K & L

STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

X

WHEREAS, A.E.K. CORP. is the owner of a tract of land in the K. Hyman Survey which has been subdivided and platted as Rivershire, Section One, as shown by map thereof, recorded in Volume 1029, Page 91 of the Map Records of Montgomery County, Texas; and

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat, there be established and maintained a uniform plat for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW THEREFORE, A.E.K. CORP., being the owner of said subdivision, acting herein by and through its duly authorized officers, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these owners and all parties and persons claiming under them until January 1, 1990, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by A.E.K. CORP., or its successors or assigns. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an architectural control committee composed of Adrian Rachel, Wallace Curry and

Elliott Loy, Jr., or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to ninety (90) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1985.

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 then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) Except as may be authorized in writing by the Architectural Control Committee no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundations of any building (including garages) shall be located nearer than five feet (5') from the rear lot line of lots which do not have an easement in the rear; nor nearer than five feet (5') from any side lot line, except that detached garages may not be nearer than three feet (3') from any side lot line, except where side easements occur, and then no structure can be built over an easement line. Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. All improvements shall be constructed to front on the street upon which site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved in writing by the Architectural Control Committee.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand square feet (7,000) or a width of less than sixty feet (60') at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line, unless otherwise approved in writing by the Architectural Control Committee.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of two thousand square feet (2,000) of floor area exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction; provided, however, the Architectural Control Committee may approve variations from such construction requirements.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet (5) advertising property for sale or rent, except signs used by a builder or developer to advertise the property during the construction and sales period.

(m) 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 or 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. Water wells may be drilled with the written permission of the Architectural Control Committee.

(n) No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(p) No single family dwelling shall be occupied for residence purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

(q) The riding of horses in any area of the subdivision is strictly prohibited.

The restrictions and protective covenants listed herein apply to all lots located in the Replat of Reserves I, J, K, and L, Rivershire, Section One, a subdivision in Montgomery County, according to Map or Plat thereof recorded in Volume 12, Page 91, Map Records of Montgomery County, Texas, but do not apply to the following tracts

or reserves as shown on the map and plat of Rivershire, Section One, to-wit:

RESERVE "A", a 2.491 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "B", a 4.309 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "C", a 1.513 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "D", a 7.165 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "E", a 9.280 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "F", a 12.870 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "G", a 3.579 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "H", a 1.887 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map and plat of Rivershire, Section One.

ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at a rate of One Hundred Forty-Four and No/100 (\$144.00) Dollars per year to be paid into a fund previously created and now existing known as "RIVERSHIRE MAINTENANCE FUNDS, INC." and to be paid by the Owner of each building plot.

This charge shall be payable to the "RIVERSHIRE MAINTENANCE FUNDS, INC.", a Texas non-profit corporation, annually in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by A.E.K. CORP. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from A.E.K. CORP. against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of "RIVERSHIRE MAINTENANCE FUNDS, INC.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be One Hundred Forty-Four and No/100 (\$144.00) Dollars per year; and such Maintenance Charge may be adjusted from year to year by Rivershire Maintenance Fund, Inc. as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five percent (75%) of the lot owners in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten per cent (10%) per annum.

All of the terms and conditions with respect to such annual maintenance fund and "RIVERSHIRE MAINTENANCE FUNDS, INC." as are set forth in that certain instrument entitled "RESTRICTIONS RIVERSHIRE SECTION ONE", recorded at Volume 774, Page 638, et seq. of the Deed Records of Montgomery County, Texas, as amended by instruments recorded at Volume 806, Page 893, et seq., and Volume 886, Page 501 et seq. Deed Records of Montgomery County, Texas shall be applicable to and enforceable against each residential building plot in Rivershire Section One, Replat of Reserves I, J, K and L.

EXECUTED this 22nd day of November, 1977.

A. E. K. CORP.

By Adrian Kachel
Adrian Kachel, President



Margaret B. Kachel

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, President of A. E. K. Corp., a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of November, 1977.

Cherry C. Fry
Notary Public in and for
Montgomery County, Texas



FILED FOR RECORD
AT 2 O'CLOCK PM

NOV 23 1977

ROY HARRIS, Clerk
County Court, Montgomery Co. Tx
By Bobbie Weeks Deputy

A. E. K. Corp.
401 South Rivershire Drive
Couros, Texas
77301

Tract #116

(RIVERSHIRE)

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT P. A. Vogler, E. A. Oualline, Ellis A. Oualline, Judd H. Oualline, Royce E. Oualline

of the County of Montgomery, State of Texas, for and in consideration of

--Four hundred twenty-nine and No/100-----Dollars

to me (us) in hand paid by the GULF STATES UTILITIES COMPANY, a corporation duly incorporated and existing under the laws of the State of Texas, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said GULF STATES UTILITIES COMPANY, its successors and assigns, the RIGHT, PRIVILEGE AND EASEMENT to enter upon and to erect, construct, maintain, operate, inspect, replace, repair, patrol, and remove one or more lines of wood or metal structures, which may be erected simultaneously or at some future time, with lines of wires, crossarms, guy wires, conduits, stubs and other usual fixtures for the transportation of electricity, and grantees communications, together with all necessary foundations, anchors and braces to properly support the same upon, over and across the certain tract or parcel of land owned by the undersigned.

situated in the K. Hyman A-249 Survey, in Montgomery County,

Texas, fully described in Vol. 226, 268, Page 419, 315, Deed Records of Montgomery

County, Texas, to which reference is hereby made for description.

Said strip of land over which this easement is granted being 75 feet on each side of the following described line, and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said line being more particularly described as follows:

entering this tract of land at a point in the East boundary thereof, and the West boundary of lands owned by A. R. Foxworth, said point of beginning being located 222 feet North of the Southeast corner of this tract of land; thence North 84°-39' West 4721.9 feet, more or less, crossing the North boundary of this tract of land and the South boundary of lands owned by Otis Hazel and John Alley, at a point of ending located 61 feet West of the Southeast corner of tract of land owned by Otis Hazel and John Alley.

It is understood and agreed that the South one hundred feet of the above described Right-of-Way shall be cleared at present time, and the North fifty feet shall be cleared only, when, and if, the Gulf States Utilities Company, its successors or assigns deem it necessary to construct a second line on said Right-of-Way.

It is also understood and agreed that the Gulf States Utilities Company forfeit the right to sublet the Easement for Right-of-Way to any one unless they are a successor to the Gulf States Utilities Company.

We the undersigned appoint E. A. Oualline and P. A. Vogler as our agents to receive all money under the terms of this contract.

And I (we) do hereby grant unto the said GULF STATES UTILITIES COMPANY, its successors and assigns, the right at any time and all times to trim, cut or remove, without further payment therefor, such trees and underbrush upon the land lying within the above described easement; and to trim, cut or remove all dead, weak or dangerously leaning trees which are near or adjacent to said easement, as, in the judgment of said Company, might interfere with or endanger said line, or the operation thereof.

Grantor, for himself and for his heirs and assigns, retains the right to use for their own purposes all land under adjacent to said electric line so long as such use does not interfere with the easement and rights herein given or conveyed. However, neither the grantor nor the grantor's heirs or assigns, will erect, or permit the erection of, any structure, of any type or material, within a distance of 75 feet from said center line above described; but they may use any or all of said land, in which event the GULF STATES UTILITIES COMPANY, its contractors and its successors and assigns shall have ingress and egress at any and all times to said land.

Damage to improvements and growing crops in the construction, operation and maintenance of said electric line shall be paid by grantee.

To HAVE AND TO HOLD the above granted rights and easements, together with all and singular, the privileges and appurtenances thereto in anywise belonging unto the said GULF STATES UTILITIES COMPANY, its successors and assigns for so long as said line may be maintained or operated thereon.

And I (we) hereby covenant with said GULF STATES UTILITIES COMPANY, that I (we) have title to said land and have the right to grant the privileges herein contained.

WITNESS my (our) hand at Houston this 21 day of Nov, A. D. 1944

P. A. Vogler
E. A. Oualline
Ellis A. Oualline
Judd H. Oualline
Royce E. Oualline

APPROVED AS TO FORM
ORGAIN, BELL & TUCKER



TRACT 116
91.50

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority in and for said State and County, on this day personally appeared

C. H. Taylor

known to me to be the person whose name is subscribed to the above and 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 this 21 day of November A. D. 1949

Alvin Beyer

Notary Public in and for HARRIS County, Texas

JOINT ACKNOWLEDGMENT

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Montgomery

Before me, the undersigned authority in and for said State and County, on this day personally appeared

A. Oualline, Ellis A. Oualline, Judd H. Oualline, Royce E. Oualline

known to me to be the persons whose names are is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of November A. D. 1949

M. JANE TUCKER

Notary Public in and for Montgomery County, Texas

M. Jane Tucker

Notary Public in and for Montgomery County, Texas

Notary Public in and for _____ County, Texas

72120

Tract No. 116

P. A. Voglor, E. A. Oualline

et al

TO

Gulf States Utilities Company

EASEMENT

May 15 4 00
Judd H. Oualline

STATE OF TEXAS,
COUNTY OF _____

I, _____ County Clerk in and for said County, hereby certify that the foregoing instrument of writing was

filed in my office for record on the _____

day of _____, 19____

at _____ o'clock _____ M., and duly recorded

by me on the _____ day of _____

19____ in Book _____ Records of Deeds

of said County, at page _____

and filed under my hand and seal of office the day of _____

Mary Fred Mackey

County Clerk 10 23 49 County, Texas

By Harold Tooby Deputy

THE STATE OF TEXAS,
County of Montgomery

I, GEO. J. IVY, Clerk of the County Court in and for

said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record in my office, the 15th day of May, 1950, at 4:00 o'clock P M and recorded the 21st day of May, 1950, at 9:10 o'clock A M in Deed Record of said County, in Vol. 295, on Pages 407-40

Witness my hand and seal of office at Conroe, Texas, the day and year last above written.

By Carl L. Hilling Deputy

Geo. J. Ivy Clerk
County Court, Montgomery County, Texas

257-01-2465

REAL PROPERTY RECORDS

AMENDMENT TO RESTRICTIONS
RIVERSHIRE SUBDIVISION
SECTION I

8409681

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY) KNOW ALL MEN BY THESE PRESENTS:

On April 9, 1983 the Rivershire Maintenance Funds, Inc., held an election to determine the issue of whether to raise the annual maintenance fee from \$144.00 to \$275.00 on each residence in Rivershire Subdivision, Section I. In accordance with the restrictions, 75% of the lot owners must vote in favor of such adjustment.

The issue passed by more than 75% vote of the lot owners.

WHEREFORE, the restrictions of Rivershire Subdivision Section I are henceforth amended to read that the annual fee shall be the amount of \$275.00 per year, per residence unless and until amended by proper action taken and recorded in the Deed Records of Montgomery County, Texas.

The \$275.00 per year per residence maintenance fee is effective as of April 9, 1983.

Executed this 23 day of February, 1984.

RIVERSHIRE MAINTENANCE FUNDS, INC.

STATE OF TEXAS
COUNTY OF MONTGOMERY }
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
Montgomery County, Texas

Roy M. Norton
President

FFR 2.8 1984

ATTEST:

Russell Brittain
Secretary of
Rivershire Maintenance Funds, Inc.

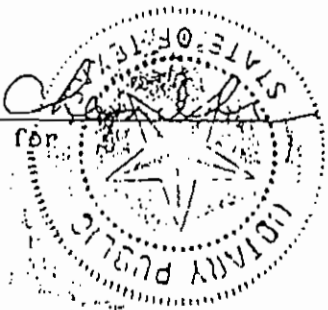
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



AFFIDAVIT:

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 23rd day of February, 1984.

Michael W. ...
Notary Public in and for
The STATE OF TEXAS



FOR RECORD
1984 FEB 28 PM 3:24

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS