

RESTRICTIONS

RIVERWOOD ESTATES – SECTION II

THE STATE OF TEXAS X
 X
 COUTNY OF BRAZORIA X

THAT D.R. ALFORD, INC., and, HARRIET W. HERNS, ~~TRUSTEE for HARRIET W. HERNS AND COMPANY PROFIT SHARING TRUST~~, (hereafter called Developers), all the owners of certain property in Brazoria County, Texas, which they have designated as Riverwood Estates Section II:

NOW, Developers desire to create and carry out a uniform plan and scheme for the improvement, development and sale of certain property in Riverwood Estates and to accomplish such end do hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to those properties located in Riverwood Estates which are herein defined as the "Subdivision":

I.

DEFINITIONS

DEVELOPERS – The above name Developers, their successors and assigns, including such persons, partnerships or corporations which in agreement with Developers are substituted for Developers. Such substitution may relate to all or any part of this instrument and shall become effective by the execution and recording of an appropriate amendment to this instrument.

SUBDIVISION – Riverwood Estates Section II consists of the following described property:

Lot 41 of the J.L. Allhands Subdivision in the James Cummings' League, Abstract 56, Brazoria County, Texas, said Lot 41 being more particularly described in the Exhibit "A", consisting of two pages, attached hereto and made a part hereof for all purposes.

It is the intention of the Developers to include only the premises in said mete and bounds description, and any other properties owned by the Developers are specifically excluded.

LOT – That portion of Riverwood Estates measured and sold by metes and bounds description by the Developers to its initial owner for private use and occupancy.

II.

GENERAL PROVISIONS

APPLICABILITY

Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of the whether or not any of such provisions are set for the in said Contract, Deed or Deed of Trust, and whether or not referred to any such instrument.

RESERVATIONS

1. (a) The Developers reserve the right to make minor changes in and minor additions to any utility easements for the purpose of more efficiently serving the Subdivision or any property therein.
- (b) The Developers reserve the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend such restrictions) as to all or any portion of the Subdivision. No such action by the Developers shall in order to be fully binding require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee or a Deed of Trust beneficiary.
- (c) No part of the said property shall ever be used for any other purpose other than single family residences during the term of these restrictions. All residences and all outbuildings shall be of new construction. No tract shall be used for commercial or industrial purposes. This restriction forbids apartment houses, duplexes, and all multiple family dwellings of any kind.
- (d) No building or fence shall be erected, placed or altered on said land until plans and specifications for such building and a plan showing location and materials to be used are approved by the Architectural Control Committee as to quality of workmanship, harmony of design with existing structures, and location with respect to topography, finished grade elevation and lot lines. The Architectural Control committee shall be composed of three (3) members whose names and addresses are:

D.R. Alford	PO Box 459 Sweeny, Texas 77480
Jim Alford	PO Box 459 Sweeny, Texas 77480
Harriet W. Hems	PO Box 419 Lake Jackson, Texas 77566

A majority of the Committee may designate a representative to act for it. If a member of the Committee dies or resigns, the remaining members may designate a successor. Neither the members of the committee, nor its said representative, shall be paid compensation for services performed pursuant to this covenant. A majority of the recorded owners of the lots covered by these restrictions may change the membership of the committee by executing and recording the Deed Records of Brazoria County, Texas, a written instrument appointing new members. If the Committee, or its representative, fails to give written approval or disapproval within fifteen (15) days after plans and specifications have been submitted to it, or if no suit to enjoin construction is commenced before completion of the improvements, approval will not be required, and the related covenants shall be deemed satisfied.

- (e) No mobile home, trailer, basement, tent, shack, garage, garage apartment, barn or other buildings erected upon the said property 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. No outbuilding shall be erected nearer than 10 feet from any property line.
- (f) No part of the subject property shall be used as a dumping ground for trash, garbage or other waste. Trash, garbage or other waste shall be kept only in sanitary containers. Incinerators or equipment for storage or disposal of trash, garbage or other waste shall be kept in a sanitary condition. No open pit type toilets shall ever be constructed upon the said

property and all septic and sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities. No automobile, truck, pickup or any other vehicle that requires a state license or inspection sticker shall be stored upon subject property, unless they have on them the current license and/or inspection sticker; nor shall any material be stored upon the tract that will deter from the natural beauty of the area. Septic tanks may or may not work in Brazoria County.

(g) Dogs and cats may be kept, but other animals, horses, cattle, poultry, seine and commercial dog kennels are prohibited. No business, trade, manufacturing, nor any noxious or offensive activity shall be conducted upon said land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) No used materials shall be used in construction of buildings on said property, nor shall building materials be stored on said property except during construction or a single-family residence.

DURATION

3. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land, shall be effective until January 1, 2020, and shall be binding upon the Developers and all persons or parties claiming under it or them, except that at any time and from time to time the then owner(s) of a majority of Lots in the Subdivision (including Lots owned by the Developers) shall have the right to execute and record an instrument or instruments changing the provisions hereof, in whole or in part, and the provisions of said instrument or instruments shall become effective on the next day following the day on which such executed instrument shall be recorded in the Deed Records of Brazoria County, Texas.

ENFORCEMENT

4. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of one or more of these covenants by judgment or court order shall in no wise affect any of the remaining provisions which shall remain in full force and effect. These covenants may be enforced by Grantor, the Architectural Committee, or any person or entity owning any part of Lot 41 of the J.L. Allhands Subdivision, Brazoria County, Texas, covered by these restrictions, although there shall be no obligation on such parties to do so.

PARTIAL INVALIDITY

5. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATION ON MORTGAGES

6. No violation of the provisions herein contained, or any provision thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of Mortgagee under any such Mortgage, the holder of any such lien or the beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may be enforced in

accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

III.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit to the owners of the land affected and the Developers and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Sweeny, Texas, on this the 15th day of October, 1998.

D.R. ALFORD, INC.

BY:

[Signature]
D.R. ALFORD, PRESIDENT

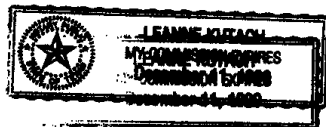
~~HARRIET W. HERNS AND COMPANY~~
~~PROFIT SHARING TRUST~~

BY:

[Signature]
HARRIET W. HERNS, TRUSTEE

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the 15th day of October, 1998, by D.R. Alford, President of D.R. ALFORD, INC., a Texas corporation, on behalf of said corporation.



[Signature]

NOTARY PUBLIC in and for
Brazoria County, Texas
My commission expires:

FILED FOR RECORD
98 OCT 15 PM 4:48

[Signature]
COUNTY CLERK
BRAZORIA COUNTY TEXAS

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the 15th day of October, 1998, by Harriet W. HERNS, Trustee for HARRIETT W. HERNS AND COMPANY PROFIT SHARING TRUST.



[Signature]

NOTARY PUBLIC in and for
Brazoria County, Texas
My commission expires:

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



[Signature]
County Clerk of Brazoria Co., TX

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15. Ckt
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D. R. Cofford
Box 459
Sweeney, Ark
77480

Restrictions

RESTRICTIONS

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FILE # 43885

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15.00

1.01

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1.00

5.00

9.00

TOTAL

VOID