

THE STATE OF TEXAS     ↓  
COUNTY OF WALKER     ↓

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2328

RESTRICTIONS FOR RIVERSIDE HARBOR

WHEREAS Riverside Harbor Corporation, a Texas Corporation (hereinafter called "Corporation"), is the owner of 155 acres tract of land, more or less, out of the Ethan Allen League, Abstract No. 1, situated in Walker County, Texas, a subdivision heretofore designated as Riverside Harbor (hereinafter called "Subdivision"), according to the map or plat thereof (hereinafter called "Map") recorded in Volume 174, Page 578 of the Deed Records of Walker County, Texas; and

WHEREAS, Corporation desires that the development of Subdivision be for the mutual benefit of the present and future owners thereof with the view of protecting the property values therein do hereby impose upon and against Subdivision the reservations, restrictions and provisions hereof as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Corporation does hereby make, adopt and establish the reservations, restrictions and provisions hereinafter set forth as applicable to all of the land forming a part of Subdivision as shown on Map and the restrictions herein contained are to have the same force and effect as though copied at length in the original dedication certificate.

RESERVATIONS

By the dedication heretofore made there was dedicated to the public use of the streets shown on Map for ordinary roadway purposes only and Corporation now owns the following rights, titles, easements and interests, to-wit:

1. The legal and fee simple title in and to each and all of said streets shown on Map subject to the dedication heretofore made.
2. A perpetual utility easement in, along, under, over and across and through a five (5) foot strip along the rear and front of each lot in Subdivision and the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and move such utility lines and facilities, including without limitations of generality thereof water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution and communication lines, television cable, wires, conduits, poles, connections and all appurtenances thereto, together with the right of free ingress and regress thereto.

3. The right to construct boat storage facilities on Lots Nos. 30 to 35, both inclusive in Block One.
4. The right to make changes in and additions to the utility easements above described for the purposes of more efficiently and economically installing the improvements.
5. The right to construct a dam or dams and create reservoirs and stock fish therein, and permit persons to fish at such reservoirs.

#### RESTRICTIONS

Corporation does hereby covenant and provide that it and all persons holding title to land under it shall hold such title subject to the following restrictions running with the land which restrictions shall run in favor of and be enforceable by any person who shall hereafter own any of the land above described, to-wit:

1. All lots zoned for residential purposes shall be used for residential purposes only and no part of any residence shall be used for business purposes.
2. Mobile homes, modular or pre-built homes and vacation homes may be used as a residence provided plans, photographs, sketches and specifications for each residence have first been approved by the Architectural Committee (hereinafter called "Committee") in writing. All mobile homes must be underpinned by such as Committee may determine.
3. No residence which does not contain at least five hundred (500) square feet of ground floor space exclusive of open porches and garage shall be placed on any lot.
4. Travel trailers, campers and camping trailers or any other type of temporary shelter shall be permitted to be placed upon any lot only on such temporary basis as may be approved in writing by the Committee.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. All buildings of frame construction and fences shall be painted with at least two coats of paint and shall be maintained in an adequate cover of paint as from time to time determined by the Committee.
7. Any carport or awning must be constructed and painted in accordance with the approval of the Committee.
8. No building or mobile home shall be located nearer to the front property line than fifteen (15) feet.
9. No outside toilets shall be installed or maintained and all plumbing shall be connected to a septic tank constructed and installed in accordance with the rules of Trinity River Authority or other regulatory agency having jurisdiction and Committee.

10. No basement, tent, shack, garage, barn or other out buildings erected on any lot shall be used at any time as a residence.
11. No swine, livestock, or poultry shall be kept on any lot.
12. A motor vehicle or boat may be parked or operated in Subdivision only if it is currently registered in compliance with State Inspection Laws and in operating condition. No major repairs on any motor vehicle shall be permitted on the premises and no parking shall be permitted on the street.
13. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
14. No "For Sale" or other sign of any kind shall be displayed for the public view with the exception of a sign not more than three (3) square feet by a builder during construction.
15. No building or mobile home shall be placed, directed or altered, on any lot in this Subdivision until the building plans and specifications and plats showing the location of such building have been approved by the Committee.
16. Flowers, shrubbery and landscaping in general are encouraged; however, major landscaping or alterations of lot design or cutting down existing trees must be approved by the Committee.
17. Storage buildings, or other secondary structures will be permitted only with the approval of the Committee.
18. Each property owner is expected to maintain his home and lot in a neat and orderly manner. There is hereby delegated to the Committee the right to require any lot owner to perform specified acts to insure the beautification of the Subdivision.
19. ( DELETED BY REFERENDUM VOTE 10-1-85 )
20. Hunting or the shooting of firearms is strictly prohibited within the Subdivision.
21. No improvements of any nature will be permitted to be located on any easement that has been reserved for the use and benefit of the inhabitants of the Subdivision.
22. Any and all aircraft shall be permitted to operate only on the strip and in designated tie-down areas. All planes must be anchored to specified tie-down areas excepting those planes which will be temporarily parked on lots adjoining the airstrip and only by those lot owners.
23. ( DELETED BY REFERENDUM VOTE 10-1-85 )

ARCHITECTURAL COMMITTEE

There is hereby created the Architectural Committee (referred to above as the "Committee") which shall consist of three members, composed of Wayman Daniels, Arthur Stehling and Quinton L. Simonsen. The majority of the Committee may designate a representative to act for it. In the event of a death or resignation or failure to serve by any member, the remaining members shall have full authority to designate a successor and if they cannot agree on a successor, Corporation shall designate a successor. Neither the members of Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this conveyance.

After fifteen (15) years from the date of this instrument or at such time that the majority of the Committee shall elect, the power to designate members of the Committee shall pass to an association of property owners which at such time shall have the authority to change the membership of the Committee and to specify its powers and duties. All approvals or disapprovals of the Committee as required hereby shall be in writing.

Before any alterations to existing houses or mobile homes are made plans and specifications for such changes shall be first submitted to the Committee or its designated representatives for approval in writing by the Committee or its designated representatives and no such alterations shall be made unless the Committee has first approved such plans and specifications.

Neither Corporation nor members of Committee or its representatives shall be liable in damages to anyone submitting the plans to them for approval or to any owner or lessee of any lot effected by these restrictions, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with approval or disapproval of any such plans submitted.

At the option of the majority of the Committee all of the powers, rights, duties, and responsibilities of said Committee may be transferred to a property owners association, if one has been created at such time; in such event the property owners association shall appoint a representative or representatives to perform all functions of the committee. Such representative or representatives shall be the successor to the committee herein established.

MAINTENANCE CHARGE

Each owner of any lot in Subdivision shall pay a monthly maintenance fee of \$2.00 per lot payable to Corporation in advance on the first day of each month during which he owns such lot or lots. When a lot is subject to a contract for sale, the maintenance fee shall be paid by the purchaser thereunder.

To secure the payment of maintenance on each parcel a vendor's lien is retained in favor of Corporation and such lien shall be enforceable through appropriate proceedings as provided by law.

The maintenance charge shall be paid for each year from 1971 to 1976 and shall be extended automatically for a period of ten years thereafter unless the owners of record of the majority of the lots in the subdivision vote to discontinue such charge by written instrument which shall be signed and acknowledged by the owners of record of the majority of the lots and recorded in the Deed Records of Walker County, Texas.

By acceptance of a contract of sale, deed or other instrument of conveyance each owner agrees and consents to the maintenance charges and the lien as provided herein as well as the reservations and restrictions contained herein.

The maintenance charge shall be used to pay maintenance expenses which include without limitation expenses incurred for any of the following purposes: Lighting, constructing improvements, maintaining any right of way, easement, streets, sidewalks, paths, fences, lakes, parkways, airstrips, and any structures, facilities or areas which can be used by all owners or which in the opinion of the Committee will benefit the Subdivision as a whole, collecting and disposing of garbage, ashes, rubbish and the like in said area (other than garbage,

caring for vacant lots, employing watchmen, or any action deemed desirable to protect persons and/or property.

Corporation shall never be liable for payment of any maintenance charges.

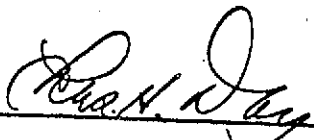
MISCELLANEOUS PROVISIONS

1. The foregoing restrictions are equally for the benefit of Corporation and the owners of lots in Subdivision and accordingly shall be covenants running with the land. Any owner or lienholder of any of the property shall have a legal cause of action for damages or injunctive relief against any person who has violated or attempted to violate any one or more of the provisions hereof.
2. These restrictions shall remain in effect until January 1, 1987 after which date such restrictions shall be automatically extended for successive periods of one year each, unless and until, by an instrument or instruments in writing executed by the then record owners of a majority of the lots in Subdivision and duly recorded in the Deed Records of Walker County, Texas, such restrictions are altered, rescinded, modified, or changed in whole or in part.
3. Any and all of the rights, powers, and reservations Corporation has herein retained may be assigned to any person, corporation or association which shall assume the duties pertaining to the particular rights, powers, and reservations assigned and upon any such person, corporation or association evidencing their or its consent in writing to accept such assignment, assume such duties, he/it/or they shall, to the extent to such assignment, have the same right and power and be subject to the same obligations and duties as are given and assumed by Corporation herein.
4. Every person who now or hereafter owns or acquires any rights, title or interest in and to any property in Subdivision is and shall be conclusively deemed to have consented and agreed to each and every covenant, condition, reservation, and restriction contained herein whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in the property.
5. Corporation reserves the right to make minor deviations to the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

The invalidity, violation, abandonment, waiver of or any failure to enforce any one or more of or any part of the provisions of this document shall in no way effect or impair the remaining provisions or parts thereof which shall remain in full force and effect.


EXECUTED as of 12TH day of OCTOBER 1985.

ATTEST



Charles H. Day  
Chairman, Executive Board

RIVERSIDE HARBOR PROPERTY  
OWNERS ASSOCIATION

BY:   
President  
Charles L. Burke

RECORDED 2011 06/25 10:00 AM  
FILED FOR RECORD  
2011 06/25 10:00 AM  
COUNTY CLERK  
WALKER COUNTY, TEXAS

The State of Texas }  
County of Walker } Before me, the undersigned authority,  
on this day personally appeared Charles H. Day, Chairman of  
the Executive Board of Riverside Harbor Property Owners,  
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 and the capacity therein stated.

Given under my hand and seal of office this 25  
day of Oct., 1985.

*James D. Patton*  
Notary Public in and for  
Walker County, Texas.

FILED FOR RECORD  
240  
By *Charles H. Day*

THE STATE OF TEXAS  
COUNTY OF WALKER  
I, James D. Patton, County Clerk in and for Walker  
County, Texas do hereby certify that this instrument  
was filed for record in the volume and page of the  
record record and at the time and date as stamped  
herein by me.

**RECORDED**  
NOV 05 1985



JAMES D. PATTON, CLERK  
WALKER COUNTY, TEXAS

OCT 25 1985

VOL 452 PAGE 508

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