

River Valley Deed Restrictions in the Colorado

Change by owner

SUBDIVISION RESTRICTIONS

RIVER VALLEY ON THE COLORADO

THE STATE OF TEXAS |
COUNTY OF WHARTON |

46523

WHEREAS, we, E. E. MAUMANN and HENRY WENDLANDT, JR., both of Travis County, Texas, are the owners of a tract of land in the Wm. McFarland League, Abstract 41, in Wharton County, Texas which has been subdivided and platted as RIVER VALLEY ON THE COLORADO, a plat of which subdivision is recorded in Vol. 1 at page 5

of the Plat Book Records of Wharton County, Texas,

and, WHEREAS, it is deemed to be in the best interest of ourselves as the present owners of said land and of the persons who may purchase the lands described in and covered by above mentioned plat that there be established and maintained a uniform plan for the

and other subdivisions

NOW, THEREFORE, we, the said E. E. NAUMANN and HENRY

WENDLANDT, do hereby declare, impress and subject

all of the land and premises included in said RIVER VALLEY ON THE

COLORADO, as shown on said plat, to and with the following restrictions, to-wit:

1. All lots shall be known and described as lots for residential purposes only, and no lot or lots shall be used for commercial purposes. Only one single-family residence may be erected on any lot, with the exception of Lots 46 and 47 and Lots 52 thru 71.
2. No old, used, existing building or structure of any kind and no part of an old, used, existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. No garage apartment and no temporary building may be placed on any lot and no garage shall be placed or constructed on any lot excepting in connection with a residence thereon.
3. No building or other structure shall be erected or the erection thereof begun on any lot until the plans and specifications thereof shall have first been presented and approved in writing by the Architectural Control Committee, herein referred to, as to outward appearances and design. In the event, however, that plans for a structure are presented to such Committee and the committee fails to act within ten (10) days, then their approval of said plan shall be conclusively presumed.
4. The Architectural Control Committee shall be composed of three persons appointed by E. E. Naumann and Henry Wendandt, Jr., their heirs and assigns, and they shall serve for the betterment of the subdivision in passing on and approving or disapproving plans and specifications for structures to be erected in the subdivision as aforesaid.
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. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the lot or lots in said subdivision, nor shall any lot in any way be used for other than strictly residential purposes. The surface of the lots therein shall not be used for exploring for, drilling for, mining for, developing, producing or removing oil, gas or other minerals from or from under such land nor from other land with which it may be pooled for such purposes.
6. No outside toilet or privy shall be erected or maintained on any lot in the subdivision.
7. Any violations of any covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgage, trustee or grantor under any mortgage or deed of trust, or of the assignee of any mortgage or any trustee, or guarantor, under any such mortgage or deed of trust, outstanding against said property at the time that the easements, agreements, restrictions, regulations or covenants may be violated.
8. If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.
9. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions, nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restrictions or conditions.

10. Invalidation of any one or more of the covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 13th day of November, 1967.

E. E. Naumann
E. E. Naumann
H. Wendlandt, Jr.
Henry Wendlandt, Jr.

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared E. E. NAUMANN 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, this the 15th day of November, A. D. 1967.



Henry Wendlandt, Jr.
Notary Public in and for Travis
County, Texas.

THE STATE OF TEXAS | 13
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared HENRY WENDLANDT, JR., 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, this the 15th day of November, A. D. 1967.



James G. Nelson
Notary Public in and for Travis
County, Texas.

Case of Trust

The State of Texas, | Known All Men by These Presents:
County of Wharton 46525

That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note in the principal amount of \$10,286.00, dated at Wharton Texas, October 3rd, 1955, made executed and delivered by J. F. Hough payable to the order of Mrs. Linnie Lehou, with interest thereon at the rate of 3% per annum, and acknowledging the vendor's Lien retained to secure the payment thereof, set out in Deed of same date, and recorded in Vol. 283, page 103 of the Wharton County Deed Records, which conveys the hereinafter described lands, and also fully

described in a certain Deed of Trust

executed by J. F. Hough

by L. Z. Moreland, Trustee, to secure the said Linnie Lehou, on

also the 3rd day of October, 1955, and recorded in Vol. 95