

Restrictions, conditions and covenants affecting a certain Subdivision known as RIVERWOOD II ADDITION being 196.87 acres of land lying in and being situated in the Jared Groce Survey, Abstract 30, Waller County, Texas, more particularly described in an unrecorded plat thereof prepared by Farnier & Winslow, Inc., Consulting Engineers, dated October, 1978, and being subject to all of the easements for utilities and roadways as shown on said plat, these restrictions, conditions and covenants being and forming a plan of dedication and development for the benefit of protecting the value and desirability of such property and which shall run with the real property of any portion thereof and shall be binding on all parties having any rights, titles, or interest in the said 196.87 acre parcel of land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

GENERAL PROVISIONS

1. SEVERABILITY: Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or part thereof by Court Judgement shall not run to any other provisions by restrictive covenants, and said other provisions shall remain in full force and effect.

2. ENFORCEMENT: Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this addition or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

3. LIENS: Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgement against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

RESTRICTIONS

1. All of the lots, building sites, or tracts of land in said Subdivision, except that portion of said premises sold that is fronting on State Farm-to Market Highway 1887, are hereby designated as residential lots, and shall be used for residential purposes only, and no business or apartment house of any type, kind or character, shall be operated thereon, nor shall said premises be used for any type of commercial purpose.

2. No residence containing less than one thousand five hundred (1,500) square feet, exclusive of open porches, breezeways, carports and garages, shall be erected and constructed on any residential lot in said Subdivision. All outbuildings must be finished outside with 105 siding with two coats of paint, cedar or brick its equivalent or better, or any combination of the above. All buildings must be constructed on the property. No railroad boxcars shall be allowed on said premises. No mobile homes may be placed on any tracts in the RIVERWOOD II ADDITION.

3. No improvements shall be erected or constructed on any lot nearer than seventy-five (75) feet to the front property line, nor nearer than ten (10) feet to the side property line. Lots shall be deemed as fronting on the roadways adjoining same at the time of sale, except that those corner lots having county roadway frontage on at least two sides shall be deemed as fronting on either of said roadways.

4. No trash, garbage or other disposal matter shall be deposited or stored on said premises, and all garbage, trash and other disposal matter, as a result of the use of the premises, shall be promptly burned or hauled away.

5. No animals, livestock or poultry of any kind, except horses, shall be raised, bred or kept on any lots for commercial purposes. Livestock for personal use is acceptable.

6. All residences located on said premises must be provided with a septic tank for sewer disposal, together with drain fields, prior to occupancy. No field lines shall be allowed to run into road ditches, and drainage must be disposed of on the owner's property. No outside or pit toilets shall be kept or used on said premises.

7. Bridges and driveways constructed over property line ditches shall be of concrete pipe and of a size not less than eighteen (18") inches, or of a greater size should ditches be of a depth to require same in order that drainage will not be retarded.

8. No party who has purchased any portion of said premises shall cut any timber or trees from said portion so purchased larger than four inches (4") in diameter measured twelve (12") inches and up from the ground, except on that portion of said premises which comprises the actual building site where the improvements are going to be erected, together with a roadway leading from the private road adjoining said premises to the building site, until at least one-half (1/2) of the purchase price has been paid in full.

9. The undersigned, his successors and assigns, reserves the right to grant utility easements for the use and benefit of said premises.

10. No violation of these restrictions upon the part of any person shall affect in any way any lien upon said properties given to secure payment of note for improvements, and such lien shall remain in full force and priority as against purchasers, their heirs and assigns, but any sale or foreclosure of any lien shall pass title to such premises, subject to the restrictions and provisions set out herein.

11. The above listed terms, reservations, provisions and restrictions shall be effective until January 1, 1988.

12. There shall be collected and maintained from each property owner the sum of fifteen and no/100 dollars (\$15.00) per annum for the purpose of maintaining and keeping in repair the roadway located in the subdivision and for the purpose of keeping in repair any perimeter fences which are located on any property owned by HEMPSTEAD-RIVERWOOD, INC.

13. The plat of said subdivision as prepared by Farner & Winslow, Inc., Consulting Engineers, dated October, 1978, shows two seventy foot (70') roadways running from east to west through the subdivision which shall constitute a permanent roadway dedicated to the use and enjoyment of the property owners therein, but which may be conveyed as a public road by HEMPSTEAD-RIVERWOOD, INC., its successors or assigns without the joinder or consent of any of the then property owners in said subdivision, their heirs or assigns.

14. Restrictions provided for herein and as set forth in the above referred to instrument establishing such restrictions shall continue and renew themselves automatically each ten (10) year period from date of December 8, 1978 unless by vote of a majority of the then property owners holding under a General Warranty Deed at a duly called election for such purpose the then property owners shall vote to terminate such restrictions. Such meeting shall be held at an appropriate location in the RIVERWOOD II ADDITION on the first Monday following the expiration of each ten year period if called for such purpose.

15. HEMPSTEAD-RIVERWOOD, INC. reserves the right to assess a maintenance fee in the amount of \$15.00 or such other reasonable amount necessary to carry out the purposes herein as a fee to provide for the care and maintenance of the roads in the RIVERWOOD II ADDITION and the fence or fences erected by RIVERWOOD II ADDITION on the perimeter of the property. Such fee shall be payable by each property owner or purchaser under a contract of deed in January of each year and shall be in addition to any other sums due and owing HEMPSTEAD-RIVERWOOD, INC. and shall be maintained by HEMPSTEAD-RIVERWOOD, INC. for the sole and exclusive purpose of such road maintenance and fence maintenance as it shall see fit to determine. At such time as 75% of all of the tracts in the RIVERWOOD II ADDITION have been sold and there shall have been established a property owners association and then remaining sums representing such maintenance fee shall be transferred to the proper officer of the property owners association and HEMPSTEAD-RIVERWOOD, INC. shall cease to have any responsibility or obligations for such maintenance fee.

EXECUTED THIS 8th day of December 1978.

HEMPSTEAD-RIVERWOOD, INC.


BY: 

THE STATE OF TEXAS X
X
COUNTY OF WALLER X

DEED RECORDS
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BEFORE ME, the undersigned authority on this day personally appeared Garret C. Powers, Vice-President of Hempstead-Riverwood, Inc. 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.

Give under my hand and seal of office this 13th day of December, A. D. 1978.


Claude B. Lilly
Notary Public in and for
Waller County, Texas

MY COMMISSION EXPIRES
OCTOBER 6, 1979

Filed for Record Dec. 13 A.D., 1978 at 2:15 o'clock P. M.
Recorded Dec. 16 A.D., 1978 at 8:50 o'clock A. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas

By Louise Avery Deputy