

**NOTICE OF FORMATION OF PETITION COMMITTEE
FOR RIVERWOOD SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF WALLER §

A Petition Committee has been formed for the addition to and modification of one or more restrictions currently on file in the Waller County Clerk's office regarding RIVERWOOD and RIVERWOOD II ADDITION, two subdivisions in the JARED GROCE SURVEY (A-30) of Waller County, Texas. These two subdivisions are hereinafter collectively referred to as "Riverwood Subdivision."

The names and addresses of the members of the Committee are as follows:

- (1) Frank Newman
111 Pin Oak Lane
Hempstead, Texas 77445
- (2) Danny Banks
75 Windmill Lane
Hempstead, Texas 77445
- (3) Randal Lacey
144 Pin Oak Lane
Hempstead, Texas 77445
- (4) Jason Mathis
11 Riverwood Lane
Hempstead, Texas 77445
- (5) Robert Young
25 Riverwood Lane
Hempstead, Texas 77445
- (6) Michael Hallmark
4 Riverwood Lane
Hempstead, Texas 77445

The names of the subdivisions to which the restrictions apply are RIVERWOOD and RIVERWOOD II ADDITIONS, Waller County, Texas. The current restrictions for RIVERWOOD are filed in Volume 286 at Page 357 of the Waller County Deed Records. The current restrictions for RIVERWOOD II ADDITION are filed in Volume 296 at Page 553 of the Waller County Deed Records.

Generally, the matters to be included in the Petition to be circulated are:

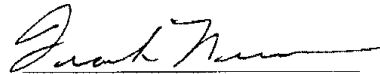
- (1) to clarify certain matters pertaining to the manner in which dues are assessed and expended in connection with the operations, maintenance and improvement of Riverwood Subdivision;
- (2) to create an Architectural Control Committee to assist in the effort to assure that improvements in Riverwood Subdivision meet minimum standards and comply with the restrictions;
- (3) to "grandfather" certain improvements that do not conform to the restrictions for a length of time that will require conformance to take place when repairs and/or reconstruction of the non-conforming improvements become necessary or desirable.
- (4) to provide for a mechanism for modification and termination of the restrictions other than by statutes and common law;
- (5) to provide a means for special assessments as might be needed;
- (6) to provide additional remedies to the subdivision in order to insure compliance with certain restrictions;
- (7) to prohibit use of mobile homes, trailers, RV's, etc. as temporary residences; and
- (8) to incorporate other provisions that will generally benefit the subdivision.

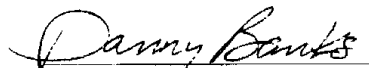
A copy of the proposed Amended and Consolidated Declaration of Covenants, Conditions and Restrictions for Riverwood Subdivision is attached hereto as Exhibit A. The proposed restrictions are intended to apply to both RIVERWOOD and RIVERWOOD II ADDITION, so that both subdivisions shall be consolidated for purposes of having uniform, consolidated, restrictions.

A copy of the existing restrictions for RIVERWOOD is attached hereto as Exhibit B.

A copy of the existing restrictions for RIVERWOOD II ADDITION is attached hereto as Exhibit C.

Signed on ~~April~~ ^{MAY} 3, 2006.


Frank Newman


Danny Banks

Randal Lacey
Randal Lacey

Jason Mathis
Jason Mathis

Robert Young
Robert Young

Michael Hallmark
Michael Hallmark

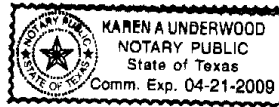
STATE OF TEXAS §
 Harris §
COUNTY OF ~~WALLER~~ §

BEFORE ME, on this day personally appeared Frank Newman, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ^{May}~~April~~ 4, 2006.

Karen A. Underwood
Notary Public in and for The State of Texas

STATE OF TEXAS §
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COUNTY OF WALLER §



BEFORE ME, on this day personally appeared Danny Banks, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ^{May}~~April~~ 3, 2006.

Verna M. Newman
Notary Public in and for The State of Texas



STATE OF TEXAS §
COUNTY OF WALLER §

BEFORE ME, on this day personally appeared Randal Lacey, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ~~April~~ ^{May} 3, 2006.

Verna M. Newman
Notary Public in and for The State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §



BEFORE ME, on this day personally appeared Jason Mathis, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ~~April~~ ^{May} 3, 2006.

Verna M. Newman
Notary Public in and for The State of Texas

STATE OF TEXAS §
COUNTY OF WALLER §



BEFORE ME, on this day personally appeared Robert Young, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ~~April~~ ^{May} 3, 2006.

Verna M. Newman
Notary Public in and for The State of Texas



STATE OF TEXAS

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§
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COUNTY OF WALLER

BEFORE ME, on this day personally appeared Michael Hallmark, 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 purpose and consideration therein expressed.

Given under my hand and seal of office on ~~April~~ ^{May 3}, 2006.

Verna M. Newman
Notary Public in and for The State of Texas



After Recording,
Return Original to:

Frank Newman
111 Pin Oak Lane
Hempstead, Texas 77445

EXHIBIT "A"

VOL 0958 PAGE 504

**AMENDED AND CONSOLIDATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RIVERWOOD SUBDIVISION**

THE STATE OF TEXAS
COUNTY OF WALLER
KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE

The residential community known as Riverwood Subdivision, in Waller County, Texas, consisting of the following two tracts of land according to the map of said subdivision filed for record in the Waller County Clerk's office, and being governed by RIVERWOOD PROPERTY OWNER'S ASSOCIATION, INC., does hereby amend and modify the covenants, conditions and restrictions for all sections of Riverwood, pursuant to Chapter 201 of the Texas Property Code, to bring about uniformity in the regulation of said residential community:

TRACT 1: being that certain tract of land containing 108.1992 acres, that was subdivided and platted as Riverwood, a subdivision in the Jared Groce Survey (A-30), Waller County, Texas, by the instrument recorded in Volume 266 at Page 927 of the Deed Records of Waller County, Texas.

TRACT 2: being that certain tract of land containing 196.87 acres, that was subdivided and platted as Riverwood II Addition, a subdivision in the Jared Groce Survey (A-30), Waller County, Texas, by instrument recorded in Volume 296 at Page 553 of the Deed Records of Waller County, Texas.

It being the intent of the owners that the covenants and restrictions of Riverwood and Riverwood II Addition hereby be amended and modified uniformly, through this instrument, Riverwood and Riverwood II Addition shall hereafter be known and referred to collectively as "Riverwood Subdivision."

The undersigned, being the required number of property owners in Riverwood Subdivision, desiring to carry out a uniform plan for the improvement, development, sale and use of all of the land in said Riverwood Subdivision for the benefit of the present and future Owners, do hereby covenant and agree with each other to adopt the following amended covenants, conditions and restrictions to apply uniformly to the use, occupancy and conveyance of all Lots in Riverwood Subdivision. Each contract or deed which has heretofore been or may hereafter be executed with regard to any of the Lots in said Riverwood Subdivision shall be conclusively held to have been executed, delivered, and accepted subject to the following covenants, conditions, restrictions, easements, liens and charges, regardless of whether or not said covenants, conditions, restrictions, easements, liens and charges are set out in full in said contract or deed. These covenants, conditions and restrictions shall run with the real property, and shall bind all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- 1.1 "Assessments" shall mean and refer to the annual Association dues levied pursuant to Article II hereof for managing, maintaining, and operating the Common Area, for enforcing this Declaration, and for other purposes of the Association as set out in its Articles of Incorporation, Bylaws and this Declaration.
- 1.2 "Association" shall mean and refer to Riverwood Property Owner's Association, Inc., a nonprofit corporation created under the laws of the State of Texas. Membership in the Association shall be regulated according to the Articles of Incorporation, Bylaws and other governing documents of the corporation.
- 1.3 "Board Members" shall mean and refer to the Board of Directors of Riverwood Property Owner's Association, Inc., which may also be known or referred to as the Executive Committee of Riverwood Property Owner's Association, Inc. The Board members include the officers of the Civic Association.
- 1.4 "Common Area" means all property owned by the Association for the common use and benefit of the Owners, if any, and the public roads and perimeter fences along FM 1887, regardless of ownership.
- 1.5 "Declaration" shall mean and refer to this Amended and Consolidated Declaration of Covenants Conditions and Restrictions for Riverwood Subdivision.
- 1.6 "Deed Restrictions" shall mean and refer to the restrictions, covenants and conditions contained herein.
- 1.7 "Lot" shall mean and refer to any numbered Lot as per the Subdivision maps or plats of the Subdivision referred to above.
- 1.8 "Occupant" shall mean and refer to those presently residing and occupying the residence on a Lot.
- 1.9 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee simple title to the surface estate in any Lot that is a part of the Subdivision and that is subject to these Deed Restrictions but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include all parties and persons owning property in Riverwood Subdivision and which voluntarily subject their property to such Deed Restrictions by: (1) recording an appropriate instrument in the Deed Records of Waller County, or (2) claiming under or through any party or person described in (1) above. An Owner may be different from an Occupant. An Occupant who is not an Owner does not necessarily have the same rights and obligations as an Owner.
- 1.10 "Subdivision" shall mean and refer to all of the property within Riverwood Subdivision as per the plats filed for Riverwood and Riverwood II Addition in the Map Records of Waller County, Texas.

1.11 "Voting Rights" shall mean and refer to the rights of each Owner to vote in instances where voting of Owners is necessary. Each Owner shall have one vote for each Lot owned. Only one vote per Lot may be cast no matter how many Owners own the property. In the event of conflicting votes by co-Owners of one Lot, neither vote shall count. Voting must be in person or by proxy.

ARTICLE II
COVENANTS FOR MAINTENANCE ASSESSMENTS

2.1 Creation of the Lien and Personal Obligation of Assessment: Each Lot in the Subdivision shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of a Lot or Lots, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and such annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. If such assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, assessments shall be deemed delinquent thirty (30) days after each such assessment becomes due and payable, and interest shall commence to accrue upon such delinquency. Such interest shall be at the highest rate allowed by law in the State of Texas at the time of the first accrual of such interest, and such interest shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid within ninety (90) days of notification to an Owner that the assessment is due shall result in the additional assessment of a late penalty in an amount of the lesser of ten dollars (\$10) for each assessment or ten percent (10%) of the amount of the assessment, and such penalty shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment and penalty is made. Each such assessment, together with penalties, interest, court costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who or which was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

2.2 Subordination of Lien to Mortgages: The assessment lien shall be subordinate to the lien of any first mortgage, but superior to all other liens. The Association may foreclose its lien against the property.

2.3 Purpose of Assessments: Assessments levied by the Association shall be used for the purpose of promoting the property value, recreation, health, safety, and welfare of the Owners, including, but not limited to, costs of enforcement of these restrictions, covenants and conditions, business costs of the Association, maintenance of any Common Area, negotiation of professional police and security service, street lighting, street cleaning, mosquito control, special garbage or heavy trash pick-up, and other purposes as the Association may deem to be in the Subdivision's best interest.

2.4 Annual Assessments: The annual assessments will be for the period January 1st through December 31st of each such twelve-month period. Assessments are due and payable in advance, and the amount of each such annual assessment shall be one hundred twenty five dollars (\$125) for the

assessment period. Increases or decreases in the annual assessment may be made from time to time pursuant to the assent of a majority of the eligible voters at an annual meeting or any special meeting called for such purpose.

2.5 Special Assessments for Capital Improvements: In addition to the annual assessment authorized above, in any assessment year, a special assessment may be levied which shall be applicable to that year only and for the purpose of defraying in whole or in part the cost of: (1) any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or (2) any other expenditure authorized by Paragraph 2.3. Before such special assessments may be levied, the assent of a majority of the total eligible voters present, in person or by proxy, at a meeting must be given. Voting may be in person or by proxy at any annual meeting or any special meeting duly called for such purpose.

2.6 Remedies of the Association for Nonpayment of Assessment: Any unpaid assessment shall give the Association the right to bring an action at law to enforce the lien against the property and the Owner personally obligated to pay the assessment, and to take whatever other legal action is necessary to protect the rights of the Association and/or the remaining Owners. The lien or liens provided herein as security for the assessment shall be in favor of the Association and shall be for the benefit of all other Lot Owners. See also paragraph 2.1 regarding creation of the lien and personal obligation of assessments.

2.7 Suspension of Voting Rights: The Association shall suspend the Voting Rights of any Owner who has not paid his, her or its assessment by the due date.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

3.1 Committee Composition: There is hereby created an Architectural Control Committee ("ACC"), which will be composed of three (3) Riverwood Property Owner's Association, Inc. Board members and/or Riverwood Property Owner's Association members, to be appointed by the Board of Directors. The Committee members will serve a one (1) year term, and in the event that any one of said Committee members dies, resigns, or becomes ineligible to act, the Board of Directors of the Association shall appoint a temporary successor to serve out the remaining term of the member who has died, resigned, or become ineligible. Any Committee member may be removed by a majority vote of the Association with or without cause, and the Board may appoint a temporary successor to serve out the remaining terms of the removed Committee member. The powers and duties of the ACC are recited in this document.

3.2 Committee Voting: A quorum must be present at meetings of the ACC to conduct business and vote on any ACC matter. A majority of the members of the ACC shall constitute a quorum thereof.

3.3 ACC Approval: The design, color and location of any building, structure, addition or improvement proposed, whether with respect to new improvements or changes to existing improvements, must be approved in writing by the ACC. The ACC may require the submission of construction plans, plot plans, blueprints and specifications, with such other documents as it deems appropriate, including but not limited to site layout, building location, building materials, colors and

elevation. The ACC shall have the discretion to approve or disapprove plans and specifications for buildings, structures, additions or improvements on the basis of location, color, quality of building materials and harmony of external design with existing structures. In the event the ACC fails to approve or disapprove the design, color and location of any such building, structure, addition or improvement within thirty (30) days after the plans and other requested documents have been submitted to it, such approval will not be required and this provision as to approval will be deemed to have been satisfied. The decision of the ACC shall be final and conclusive.

3.4 Existing Colors Excepted from ACC Approval: The exterior surface of a house, garage, or other structure or improvement may be painted or repainted the same color and shade as the color and shade of the existing structure without prior approval from the ACC. This exception does not affect the requirement for submittal of plans and specifications for new structures, or for additions or modifications to existing structures. ACC approval shall be required prior to painting a different color or shade from the existing color.

3.5 Architectural Guidelines: The ACC may from time to time promulgate an outline of minimum acceptable architectural and/or construction guidelines; provided, however, that such outline will serve as a minimum guideline and the ACC will not be bound thereby. The ACC may provide detailed style or construction specifications in the Architectural Guidelines, and the ACC may from time to time amend and update the Architectural Guidelines.

3.6 Allowance of Variances or Adjustments: The ACC shall have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the Owners thereof. Furthermore, such variances and adjustments as may be granted hereunder may include without limitation the height, size and building setback restrictions as set forth herein or on the plat maps for the subdivision.

ARTICLE IV USE RESTRICTION COVENANTS AND CONDITIONS

4.1 Residential Use/Business Restrictions: No Lot shall be used except for residential purposes, and only one (1) residence shall be constructed on each Lot. The term "residential purposes" as used herein shall be held and construed to exclude, without limitation, hospitals, duplex houses, apartment houses, halfway houses, hotels, commercial and professional uses of any kind. The foregoing Restrictions shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said Restrictions. Any business, commercial, or professional activity on any Lot or in any structure thereon which disturbs the exclusively residential character and tranquility of Riverwood Subdivision shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard, or smelled by persons outside the Lot or structure. Indications of such prohibited activity shall include but not be limited to: noise, visible

storing of supplies or equipment, increased pedestrian or vehicular traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system.

4.2 ACC Approval Required: No building of any type shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications, and plot plan showing the location of such building and/or the modifications thereto have been approved in writing by the ACC as to conformity and harmony of external design with existing structures in the Subdivision, and as to the location of the building with respect to topography and finished ground elevation. See also Article III, Paragraph 3.3 regarding ACC approval.

4.3 Building Location: Irrespective of any set-back lines that might be shown on any map or plat of the subdivision or any such set-back lines that might be established by any governmental authority, no residences or storage buildings shall be constructed or located nearer than seventy-five (75) feet to the front line of a Lot, nearer than ten (10) feet to either side line of a Lot, or nearer than ten (10) feet to the back line of a Lot. The front line of a Lot shall be the line that most closely parallels the public road in the subdivision by which said Lot is accessed.

4.4 Minimum Square Footage: No main residential structure shall be placed on any Lot unless its living area has a minimum of fifteen hundred (1,500) square feet of floor area, exclusive of porches, breezeways, carports and garages.

4.5 Residences: No structure shall be erected, altered or placed upon any Lot other than a single one-story, one-and-a-half-story or two-story single-family dwelling, and a single one-story out-building (exclusive of a detached garage) for use in connection with the residence.

4.6 Exterior Wall and Roof Specifications: No residence shall have less than fifty-one percent (51%) brick on its exterior wall area, except that detached garages shall not be required to have brick exterior, provided that construction conforms to the other requirements herein. No asbestos siding shall be used on any part of any building. All roofs shall be in accordance with any applicable governmental codes and ordinances.

4.7 Damaged Structures: Any building, structure or improvement destroyed partially or totally by fire, storm or any other means shall be repaired to original condition or demolished. The repairs or demolition shall be initiated within six (6) months of the date of damage. At that time, the land shall be restored to an orderly and attractive condition. Before repairs or rebuilding begin, the Owner must receive prior written approval of plans and specifications for repairs or rebuilding from the ACC.

4.8 Mobile Homes: No trailer homes, mobile homes, or modular homes of any kind can be placed or stored on any Lot in the Subdivision.

4.9 Carports: No carport shall be constructed on any Lot without prior written approval from the ACC.

4.10 Fence Construction and Maintenance: All fences to be constructed shall require the approval of the ACC. All fences will be maintained in good repair. Any fence repairs must be erected with

the same material as the original construction and are to be done at the expense of the Owner, except with respect to the perimeter fences that are to be maintained by the Association pursuant to its maintenance of the Common Area, as that term is defined in Paragraph 1.4.

4.11 Signs: No signs, billboard, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

Limited Exceptions to the Sign Restriction: Riverwood Property Owner's Association, Inc. announcements may be posted, and the following types of signs may be posted only as designated herein:

Election Campaign Signs: Campaign signs shall not exceed six (6) square feet in size, shall not be erected more than fourteen (14) days in advance of the election, and shall be removed within forty-eight (48) hours after the conclusion of the election.

"Team" Signs: Signs that pertain to a child being in the band, swim team, football team, cheerleading squad, and other school or team related activities shall not exceed six (6) square feet in size, and may be placed in the yard for four (4) weeks per year.

Garage or Yard Sale Signs: Garage/yard sale signs may be posted not more than twenty-four (24) hours in advance of the garage or yard sale, and must be removed within twenty-four (24) hours after the conclusion of the garage or yard sale.

4.12 Water and Sewage: Water wells and septic tanks shall be maintained in good repair so as to prevent contamination of groundwater and wellwater, as well as other forms of nuisances. No outside or pit toilets shall be kept or used on any Lot.

4.13 Antennas and Electronic Equipment: No electronic antennae or device of any type other than an antenna for CB, short wave or normal television and radio signals shall be erected, constructed or placed on any Lot, house or buildings. Antennae may be attached to the house provided such antennae must be located to the rear of the roof line, gable or centerline of the principal dwelling. Freestanding antennae must be located behind the rear wall of the main residential structure. No satellite dish or antenna shall be erected that is visible from the street without prior written approval of the ACC.

4.14 Mail Boxes and Residence Identification: Mail boxes, house numbers and name identification used in the Subdivision must be harmonious with the overall character and aesthetics of the Subdivision. Each occupied Lot shall have its street address marked in a manner that is legible from the street.

4.15 Lot and Landscape Maintenance: Owners and/or occupants shall at all times keep trees, shrubs, weeds and grass trimmed and cut in a sanitary and attractive manner. This is the obligation of the Owner of the Lot at his or her expense. If the Lot is not maintained, the Association will provide written notice of the violation and will require the Lot to be trimmed and cut within a specified time. If the Owner does not comply within the time specified in the notice, the Association has the authority, without being liable for trespass, to hire a third party to do the maintenance work and

subsequently charge the Owner for all costs incurred. Lawn maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the charge was assessed.

4.16 Improvement Maintenance: All residences, outbuildings and other improvements shall be maintained and kept clean and in good condition and free from substantial rot, decay, wear and weathering.

4.17 Swimming Pools and Spas: Swimming pools, spas, jacuzzis and hot tubs shall not encroach on any utility easement or building set-back lines established above. Swimming pools and in-ground spas must be enclosed by a six (6) foot privacy fence with locks or childproof latches on all gates. Above-ground swimming pools, spas, jacuzzis and hot tubs must have secure covers or fencing to prohibit accidental entry by children. If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prevent entry by children shall be provided. All swimming pools, spas, jacuzzis, hot tubs, kiddie pools, fountains and other water containing objects shall be kept clean and maintained to prevent odor and breeding of mosquitoes and other pests. If pools, spas, and other water containing objects are not maintained by the Owner, the Association will provide a written notice of the violation and will require the Owner to bring the Lot into compliance within a specified time. If the Owner does not comply within the time stated in the notice, the Association has the authority, without being liable for trespass, to hire a third party and charge the Owner for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects and subsequently charge the Owner for all costs incurred. Such maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the charge was assessed.

4.18 Trash Dumping and Storage of Waste: Lots must at all times be maintained in a sanitary and healthful manner. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash and other household waste shall be kept in containers in a clean and sanitary manner, and all waste containers shall be stored out of sight from the street or any public property. Ordinary household trash and waste may not be placed on the street or driveway prior to 6:00 p.m. of the night prior to the scheduled pickup. Extraordinary or heavy trash shall not be put out earlier than the weekend preceding the scheduled pickup.

4.19 Storage of Commercial Products: Owners or occupants of Lots shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements as permitted. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon any Lot, nor shall any Lot be used for the storage of commercial products, liquid or solid, nor shall any structure erected upon any Lot be used for the storage of commercial products, liquid or solid, not necessary to the use and enjoyment of any Lot for residential purposes.

4.20 Temporary Residence Restrictions: No motor home, vehicle containing camping equipment, trailer, tent, shack, garage, or other outbuilding erected on any Lot shall at any time be used as a

temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

4.21 Parking of Cars and Other Vehicles: No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off of truck, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot or in the street adjacent to such Lot unless such vehicle or object is completely concealed from public view inside a garage, or an enclosure approved by the ACC, or an area adequately screened by planting or fencing so as not to be seen at ground level from any other Lot or the street. (This first sentence does not pertain to any passenger automobile, passenger van, motorcycle, or pickup truck that is in operating condition and capable of movement under its own power, has current license plates and inspection sticker, and is in use on a daily basis as a motor vehicle on the streets and highways of the State of Texas.) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked for a period of seven (7) days or less and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Notwithstanding any of the foregoing, no motor vehicle incapable of movement under its own power shall be parked for more than ten (10) days where visible from the street. All operational vehicles shall be parked in Owners' garages and/or driveways, unless there is not sufficient space in the garage and driveway for Owners' vehicles. The term "vehicles" as used in this paragraph shall mean operable passenger cars and/or light trucks used as passenger vehicles. Vehicles shall not be moved from place to place to avoid the intent of this paragraph's restrictions. All vehicles shall be parked on finished concrete or other finished surfaces such as asphalt, brick or gravel, and vehicles shall not be parked on grass. If no curb exists, a vehicle may be parked on the grass if two wheels on the same side of said vehicle are on the finished roadway.

If there is a conflict between this section and any public ordinance, rule or regulation, then the most restrictive will control.

4.22 Animals and Pets: No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot for commercial uses; however, same may be kept for personal use of the owner or occupants of the Lots. Stallions and bulls must be properly confined so as not to interfere with animals in adjoining lots. All grazing animals must be provided supplemental forage when needed to prevent over-grazing. Property owners shall have the common courtesy of dressing or processing game, (i.e. fish, deer, etc.) in their home, backyard, or side yard out of the view of neighbors. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. Notwithstanding the foregoing, animals used for youth animal projects (such as FFA projects) are expressly allowed.

4.23 Garage/Yard Sales: Not more than two (2) garage/yard sales shall be held at any residence within one year's time.

4.24 Annovances, Nuisances and Illegal Activity:

(a) Nuisance: No noxious or offensive trade or activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) Sale of Alcohol/Controlled or Illegal Substances/Other Illegal Activity: No alcohol, beverages containing alcohol or any controlled or illegal substance shall ever be sold, or offered for sale, on any Lot or Common Area in Riverwood Subdivision, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purposes in violation of any applicable law, regulation, or any building, health or fire code.

4.25 No activity that might reasonably be considered to reduce the marketability of any Lot or the desirability of the Subdivision as a residential neighborhood shall be carried on upon any Lot or Common Area.

ARTICLE V
MISCELLANEOUS

5.1 Duration and Amendment Process: The covenants, restrictions and conditions herein shall be binding upon all Owners and Lots, and all persons claiming thereunder for a period of ten (10) years from the date this instrument is recorded, after which period such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the preceding sentence, the covenants, restrictions and conditions herein may be revoked or amended at any time in whole or in part by an instrument signed and acknowledged by a majority of the then Owners of the herein above described Lots in Riverwood Subdivision, such revocation or amendment to become effective when such instrument has been recorded in the Deed Records of Waller County, Texas.

5.2 Enforcement: The Association, through its Board and President, shall have the right, but not the duty, to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations and restrictions now or hereafter imposed by the provisions of this Declaration. The authority of the Association to enforce the Declaration shall not affect the right of any Owner to commence and maintain actions and suits to restrain and enjoin any violation or threatened violation of the provisions of this Declaration (except those provisions in Article II related to the collection of assessments) by another Owner. Enforcement may be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any restriction, covenant and condition herein contained, whether such enforcement is to restrain violation or to recover damages, or both. Failure of the Association or any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so hereafter. The persons violating this Declaration shall be responsible for paying any and all court costs, attorney's fees, and other costs that are incurred by either the Association or any Owner in enforcing the provisions of this Declaration.

5.3 Transition Rules: For the purpose of these Restrictions the following provisions shall apply:

(a) After the effective date of these Restrictions, any new structures, improvements, repairs, or repainting, etc., must conform to all of these Restrictions.

(b) Existing Permanent structures that are in place when these Restrictions become effective will not have to be changed until they need to be replaced, repaired, repainted, and the like.

(c) The following are examples of the types of violations that will not have to be changed to conform to these Restrictions until the structures are replaced, repaired, repainted, etc.:

- Setback lines and building locations;
- Roofs;
- Building additions or modifications that already exist;
- Boats, recreational vehicles and trailers that have been specifically exempted in writing by the ACC.

(d) Under no circumstances will activities that violate these Restrictions be permitted. As examples of these activities the following is a non-exclusive list of some of the types of violations that shall not be permitted. This list includes but is not limited to:

- Business activity violations;
- Improper storage or parking of boats, trailers, cars, etc.;
- Requirements for fencing and cleaning of pools;
- Requirements for exterior maintenance and appearance;
- Noise violations;
- Animal and pet violations;
- Health and safety violations.

(e) Under no circumstances will any structure, activity, or condition that disturbs the residential tranquility of Riverwood Subdivision, or presents a risk to the health or safety of the members of the Riverwood community or of the general public, be allowed.

(f) The Association has the authority to interpret and enforce the above transition rules.

5.4 Notice: Any legal notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent by certified mail, postpaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing. It shall be the Owner's obligation to inform the Association of his/her new mailing address.


5.5 Books and Records: A member of the corporation, on written demand, stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, during reasonable business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense solely of the member. The Association shall have authority to prescribe reasonable limitations on the timing and duration of such periods of access.

5.6 Severability: Except as provided in Section 5.7, invalidation of any provision or provisions of any one or more of these Deed Restrictions by legislation, judgment or court order shall not affect the validity or enforceability of any of the other provisions.

5.7 Except as otherwise provided herein, these Deed Restrictions replace in their entirety all previously recorded deed restrictions for Riverwood and Riverwood II Addition. If these Deed Restrictions are made invalid or unenforceable in their entirety by any legislation, judgment or court order, any previously recorded restrictions will be deemed reinstated and still in effect in accordance with the provisions thereof.

5.8 The headings in this Declaration are for convenience in reference only and do not limit or otherwise affect the meaning of any provision hereof.

RIVERWOOD PROPERTY OWNER'S
ASSOCIATION, INC.



Frank Newman,
President

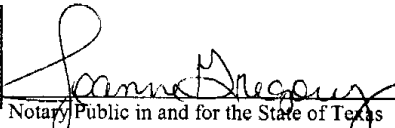
May 12, 2006

(Date)

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the 12th day of May, 2006, by Frank Newman, in his capacity as President of RIVERWOOD PROPERTY OWNER'S ASSOCIATION, INC.





Notary Public in and for the State of Texas

EXHIBIT "B"

VOL 0958 PAGE 516

100216

AMENDED RESTRICTIONS TO RIVERWOOD

DEED RECORDS

VOL 286 PAGE 516

Restrictions, conditions and covenants affecting a certain Subdivision known as RIVERWOOD being 108.1992 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 hereof prepared by Charles W. Hodges, Registered Public Surveyor No. 518, dated June 11, 1976, 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 and protection of 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 108.1992 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-Market Highway 187, 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 1/2" 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 RIVERWOOD.

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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 and~~ 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 property. Lateral lines shall not be 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, 1987.
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 Charles W. Hodges, Registered Public Surveyor No 518, dated June 11, 1976, shows a seventy foot (70') roadway running from east to west through the approximate center of the subdivision which shall

DEED RECORDS
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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 July 10, 1976 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 RIVERWOOD 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 RIVERWOOD and the fence or fences erected by RIVERWOOD on the perimeter of the property. Such fee shall be payable by each property owner or purchaser under a contract for 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 RIVERWOOD 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 7th day of November 1977.

HEMPSTEAD-RIVERWOOD INC.
By:

EXHIBIT "C"

VOL 0958 PAGE 519

104783

RESTRICTIONS TO RIVERWOOD II ADDITION

DEED RECORDS
VOL 296 PAGE 553

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 Farner & 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 1387, 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.

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DEED RECORDS

296

548 0958 PAGE 520

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: 

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VOL 0958 PAGE 521

FILED FOR RECORD

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CHERYL PETERS
COUNTY CLERK
WALLER COUNTY, TX

M. Mallick DEPUTY

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Frank Newman
111 Pin Oak Rd
Hempstead, TX 77445

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas