

#16670

THE STATE OF TEXAS

DECLARATION, RESERVATIONS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS AFFECTING "RIVERWOOD ESTATES", A
SUBDIVISION IN LIBERTY COUNTY, TEXAS

COUNTY OF LIBERTY

THIS DECLARATION, made on the date hereinafter set forth by WES Investments, Inc., a Texas Corporation, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of that certain property out of the Robert Wiseman Survey, Abstract No. 122, Liberty County, Texas, containing a total of two hundred thirty six and ninety seven one-hundredths acres (236.97), as shown on plat or map prepared by B & H Engineering, Inc., Registered Engineers, Mont Belvieu, Texas, dated the 19 day of June, 1985, and designated as, "Riverwood Estates", as filed of record in volume A, page 122 of the map or plat of records in Liberty, County, Texas; and

WHEREAS, the said Developer desires to make certain reservations on said tract of land, (with the exception of lots 16, 18, 19, 20, 22, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, and 36, in Section 2) as follows:

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on the said map or plat for the purpose of establishing a subdivision to be known as "Riverwood Estates" and does hereby dedicate all streets, utility, drainage and other easements shown upon said plat to the public, but expressly reserving to Developer, its successors and assigns, the following rights, title and easements which reservations shall be referred to and made a part hereof and constructed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Developer conveying said property or any part thereof.

Section 1. Developer reserves the exclusive right to construct and maintain, or cause to be constructed streets of "Riverwood Estates", and in the easements shown on the map or plat of the said subdivision, all pipes, conduits, and appurtenances necessary and proper for the maintenance of a system of drainage, and a system for the distribution of domestic water, to serve the residents of the said subdivision. In such connection and in order to perform any and all functions of development of "Riverwood Estates", Developer reserves the right to come upon and across any of said land at all reasonable times.

Section 2. Neither the Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees, or servants, to shrubbery, trees, or flowers, or other property situated on the land covered by said easements.

Section 3. It shall be expressly agreed and understood that the title conveyed by the Developer to any lot or any parcel of land in "Riverwood Estates" by contract, deed, or other conveyance shall not in any event be held or construed by Developer or any utility company along any of said streets or easements

for the purpose of providing water, gas, storm sewers, electric power, tele-communications, or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or any public service corporation or to any other party is hereby expressly reserved by Developer.

ARTICLE II

EASEMENTS

Developer reserves a Ten (10) foot utility easement along the front line of all lots for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

ARTICLE III

CREATION OF PROPERTY OWNER'S ASSOCIATION MAINTENANCE ASSESSMENTS

Section 1. There is hereby created the Riverwood Estates Property Owner's Association. Each owner of a lot in "Riverwood Estates" shall be a member of such Association and shall be entitled to one vote for each lot owned.

Section 2. In the event the public fails to properly maintain any of the drainage easements within the subdivision, or any other easements, the members of the Association shall have a right, by majority vote, to levy an assessment against the owner's of all lots; provided, however, that until such time that the majority of the lots in the subdivision have been sold, the Developer reserves the right to approve any such proposed assessment. Any assessment so approved, together with interest thereon, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the lots against which each such assessment is made. Such assessment shall also be the personal obligation of the person who was the owner of the lot at the time the assessment became due and payable. All such assessments shall be used exclusively by the Association to provide for the maintenance of all easements within the subdivision, in keeping with the essential health, safety and welfare of the residents of "Riverwood Estates".

Section 3. Such assessment shall be at all times at a uniform rate for all lots.

Section 4. All assessments shall be paid within Thirty (30) days of a statement therefore issued by the Developer or Association. Any assessment not paid within Thirty (30) days shall bear interest from the due date at the rate of Ten (10%) percent per annum, and if not paid when due, the Association may bring an action at law against the lot owner personally obligated to pay the same, or foreclose the lien against the property, as it may elect, and if the same is placed in the hands of an attorney for collection, by suit or otherwise, the association shall be entitled to a reasonable attorney's fee. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or prior mechanic's lien indebtedness.

ARTICLE IV

USE RESTRICTIONS

Section 1. All lots within said subdivision shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage, and one facility for the keeping of animals.

Section 2. No mobile home over Three (3) years of age may be placed on any lot unless prior approval is granted by Developer or Association.

Section 3. All mobile homes must be skirted and have a minimum of Eight (8') Feet by Eight (8') feet of porch in the front within Thirty (30) days from the date of occupancy. All decorative skirting, porches, and steps must be kept in a proper state of repair and must have a prior approval from the Developer or the Association.

Section 4. All mobile homes shall be set parallel to the street or road fronting said lot, where applicable unless prior approval is given in writing from the Developer or Association.

Section 5. No home or mobile home shall be constructed or placed on any lot unless it has complete sanitary facilities including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water, and all such facilities must be connected to the lot owner's private sewage system in conformity with state and local health regulations.

Section 6. No home or mobile home shall be located on any lot so that the walls are closer than the established building lines (Twenty five (25) foot line behind the right of way line of all streets), nor may such walls be located closer than Ten (10) feet from any interior or back lot line.

Section 7. The construction of any improvements on any lot shall be completed within Nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer or Association, and no structure is deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner.

Section 8. Reasonable plans depicting the proposed construction of a residential structure and/or any addition to a mobile home on a lot shall be submitted to the Developer or Association prior to the fact.

Section 9. No obnoxious, offensive, unlawful or immoral use shall be made of any lot.

Section 10. No spirited, vinous, malt liquors or medicated betters capable of producing intoxication shall be sold or offered for sale on any lot.

Section 11. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residences on such lot, except for decorative subdivision entry fences.

Section 12. All lots, whether occupied or not, shall be maintained in a reasonable presentable manner, and except in sanitary containers.

Section 13. All driveway culverts shall conform to any and all state and county specifications.

Section 14. No automobile shall be parked on any streets for a period longer than Twenty four (24) hours.

Section 15. All improvements placed upon any lot must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

Section 16. No lot may be re-subdivided in any fashion except that any person owning more than one lot may combine said lots into one home site for building purposes.

Section 17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes.

Section 18. No animals, either domestic or farm, will be allowed to roam free or be picketed within the subdivision.

Section 19. All animals are to be kept in a fenced area, large enough for the proper care of the said animals, behind the lot owner's home or mobile home.

Section 20. No animals of any kind will be allowed to be kept on any lot without the owner of said lot having prior residence on the lot at question.

Section 21. Building materials shall be stored upon any lot only in an orderly and neat manner, and only beyond the building setback line.

Section 22. The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 23. No private water wells may be drilled on any lot.

Section 24. No unlicensed vehicles will be permitted on premises.

Section 25. The driveway must have some type of base material from the property line to a minimum of sixty (60') feet into the property.

Section 26. All houses must be a minimum of 1100 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

ARTICLE V

ENFORCEMENT

Section 1. In the event any lot, including landscaping and improvements, is not maintained and kept in the manner provided herein, Developer or Association shall have the right, either themselves, or through any other persons, to furnish labor and/or materials necessary to bring said lot or improvements up to the standard required by the provisions of this Declaration, in the Developer's or the Association's sole judgement and discretion. In such event, the owner of any such lot shall pay to the Developer or the Association an amount equal to all direct and indirect costs and expenses incurred by the Developer or the Association in furnishing such labor and/or materials, and such amount shall constitute a lien on such lot or parcel, and shall be payable within Thirty (30) days after the charge is incurred. Any such lien in favor of the Developer or Association shall be secondary and subordinate to any prior valid first mortgage lien or mechanic's or materialsman's lien covering said lot.

Section 2. Failure by Developer or Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

GENERAL

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land until December 1, 2010, after which time they shall be extended for successive periods of TEN (10) years each, unless by duly recorded instrument signed by a majority of the property owners, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

Section 2. The conveyance of all lots in "Riverwood Estates" shall be made subject to the prior reservation of all mineral interests, and the existence of all rights of way, covenants of whatsoever nature of record whether or not expressly stated or contained in deed or contract for deed with reference to any of said lots.

EXECUTED this the 8th day of May, 1997.

WES Investments, Inc.

By: William E. Speer
William E. Speer
President

THE STATE OF TEXAS

COUNTY OF LIBERTY

Before me, the undersigned authority, on this day personally appeared William E. Speer, President of WES Investments, Inc., a Texas 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of May, A.D., 1997.

Johnna Myers
Notary Public in and for the State of Texas.



My commission expires:
8/12/98

FILED FOR RECORD

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COUNTY CLERK
LIBERTY COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF LIBERTY }
I, Della Sellers, hereby certify that this instrument as FILED hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County, Texas, as stamped herein by me on

JUL 16 1997



Della Sellers
COUNTY CLERK
LIBERTY COUNTY TEXAS