

RIVERMONT DEED RESTRICTIONS: UNIT 4 AND UNIT 5

It is mutually agreed by and between the parties hereto that the property above described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them, to-wit:

01.) All tracts shall be used solely for residential purposes. Seller expressly reserves the right until January 1, 1980, to amend these Restrictions which amendment may be accomplished by a written instrument filed of record in the office of the County Clerk of Comal County, Texas.

02.) No portion of a tract less than the whole thereof may be sold, and no tract may be re-subdivided without the written approval of Seller, its successors, assigns or designees.

03.) Except as provided in Paragraph 4 hereof, no building other than a single-family residence containing not less than 900 square feet, exclusive of open porches, breezeways, carports and garages, and having not less than 25% of its exterior walls constructed of masonry (brick, rock, concrete or concrete products), shall be erected or constructed on any residential tract, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Servant's quarters or guesthouses may be constructed to the rear of a permanent residence. All buildings with any floor level of five (5) feet or less from the ground level must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

04.) Tracts designated for modular homes shall be governed by this Paragraph in lieu of the restrictions in Paragraph 3. All approved structures on such tracts shall be single family residences and contain not less than 600 square feet, exclusive of open porches, breezeways, carports and garages, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All structures must be modern, factory built and approved in writing by Seller, its successors, assigns or designees, prior to the time said structure is erected on and/or moved onto said property. Exterior erection of all structures must be completed within 90 days after commencement of the construction of the foundation thereof. All structures must be enclosed from ground level to the lower portion of outside walls with a material approved in writing by Seller, its successors, assigns or designees, within 90 days after the commencement of the construction of the foundation thereof.

05.) No improvement shall be erected on any tract in RIVERMONT nearer than fifty (50') to the front property line nor nearer than ten feet (10') to the side property line. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on any tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Seller, in violation of the above stipulation and agreement, Seller may notify Purchaser by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Seller may remove said material from the property, dispose of such material and charge Purchaser with removal and disposition costs, and Seller shall have no liability to Purchaser by virtue of the exercise of such right of removal.

06.) No building or structure shall be erected, constructed or moved onto any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, or by such nominee or nominees as Seller may designate in writing.

07.) No advertising or "For Sale" signs shall be erected without written approval of Seller.

08.) No building or structure shall be occupied or used until all exterior portions thereof are completely finished in accordance with Paragraphs 3 and 4 hereof, and any structure or part thereof, constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must first be obtained from the seller and the Local Department of Health. No removal of trees or excavation of any material other than for landscaping, construction of building, driveways, etc., will be permitted without the written permission of Seller.

09.) An assessment of \$3.00 per month shall run against each tract for the use and maintenance of roads, parks/recreation areas and operating costs according to rules and regulations of Seller. The amount of said monthly assessments shall be increased by six percent (6%) on June 1, 1975 and on June 1st of each calendar year thereafter the then current amount of said assessment shall be increased by six percent (6%). The decision of the Seller, its nominee or designee, with respect to the use and expenditure of such funds shall be conclusive, and the Purchaser shall have no right to dictate how such funds shall be used. Such assessments shall be conclusive, and the Purchaser shall have no right to dictate how such funds shall be used. Such assessment shall be, and is hereby, secured by a lien on each tract respectively, and shall be payable to Seller in San Antonio, Bexar County, Texas on the first day of June each year, or to such other persons as Seller may designate by Instrument filed of recent in the office of the County Clerk of Comal County, Texas. In cases where one owner owns more than one tract in Rivermont, there will be only one assessment in the amount above stipulated; provided, however, that in the event said owner should sell one or more of his said tracts to a party when thereto for did not own property in the above described subdivision, then said tract so transferred shall be subject to the assessment and lien herein provided for. In the event that Seller shall cause a pool to be constructed in any park/recreation area in Rivermont, a fee shall be payable to seller or its designee, in accordance with the rules and regulations of Seller, by each property owner and guest who uses the facilities. The title in fee simple to land designated as park/recreation areas on the plot of said Subdivision is to be retained by the Seller, its successors or assigns, and the Purchaser, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park/recreation areas is subject to the approval of the user by seller, its successors or assigns, and to the rules or regulations of Seller now in force, or which may from time to time be made by Seller, its successors or assigns, which rules shall be binding upon the Purchaser, his heirs, successors or assigns. All property owners in good standing, and their families, shall have ingress and egress to the park/recreation areas, as shown on the plat or plats of said Subdivision, subject to rules and regulations of Seller, but all others must have written approval of the Seller. Use of park/recreation areas shall be at users own risk. The assessments provided for in this Paragraph, and the liens securing payment of same, shall, except as to accrued and unpaid assessments, expire and be of no further force and effect after January 1, 1984, after which expiration Seller shall have no further obligation to make the land in said Subdivision designated on the plat thereof as park and or park/recreation areas available for use by owners of property in the aforesaid subdivision; provided, however, that is at any time prior to January 1, 1984, at least twenty

percent (20%) of the owners in said Subdivision shall form a Texas Non-Profit Corporation, membership in which shall be open to all owners of property in the aforesaid Subdivision, and shall make a written request upon Seller, its successors or assigns to do so, Seller, its successors or assigns, shall transfer said assessments, and the liens securing the payment of same, to said Texas Non-Profit Corporation and, simultaneously there with, convey to said Corporation, the land in said Subdivision designated on the plat thereof as park and/or park/recreation areas, following which transfer and conveyance Seller shall have no obligations with respect to said assessments, and the maintenance of any property in said Subdivision, except the obligation to retain such an assessment and lien for the benefit of said Texas Non-Profit Corporation in all subsequent conveyances by Seller of tracts in said subdivision. In the event of such a transfer of said assessments, and the liens securing payment thereof, to such a Texas Non-Profit corporation, said assessments, and the liens securing payment thereof, shall remain in full force and effect until the same may be terminated and released by said Texas Non-Profit Corporation. Further from and after the transfer of said assessments and liens to such Texas Non-Profit Corporation, said Corporation, acting by and through its members aforesaid, shall have the right and authority to change the amount of said assessments as may be deemed advisable. Should said Texas Non-Profit Corporation terminate and release said assessments and liens while Seller is still the owner of property in said Subdivision, Seller shall not be obligated to retain such an assessment and lien in any subsequent conveyance of property in the subdivision.

10.) No noxious, offensive, unlawful or immoral use shall be made of any tract.

11.) No hogs or goats of any kind shall be raised, bred or kept on any tract. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12.) The covenants and restrictions herein contained shall be binding upon Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefit of and shall be enforceable by Seller and any other owner or owners of property in RIVERMONT.

13.) Seller reserves to itself, its successors and assigns, an easement or right of way over a twenty (20) foot strip along the front and five (5) foot strip along the side and rear boundary lines of the tract or tracts herein described for the purpose of installation or maintenance of public utilities, including, but not limited to, gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to seller to supply such services. Should a utility pipeline be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.

14.) All tracts are subject to easements and restrictions now of record, and are subject to any applicable zoning rules and regulations.

15.) In the event of transfer or assignment of this contract, which can be done only with consent of Seller in writing, the assignee shall succeed to all of the rights and liabilities of the purchaser. In the event Seller should consent to such an assignment, a transfer fee of \$25.00 will be payable by purchaser, to Seller.

16.) No tract shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such

material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract.

17.) Except as hereinabove provided, the restrictions herein contained shall run with the land until June 1, 1998, provided however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten-year periods from and after the aforesaid date.

18.) Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions, which shall remain in full force and effect.