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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 the 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.

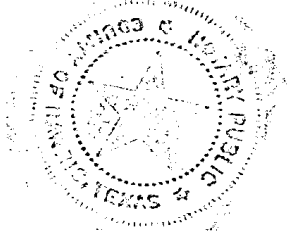
EXECUTED this 19th day of January, 1977.

HEMPSTEAD-RIVERWOOD, INC.

By: William Paul Verkin  
Vice-President

The State of Texas §  
§  
County of Harris §

BEFORE ME, the undersigned authority on this day personally William Paul Verkin, Vice-President of Hempstead-Riverwood, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of the corporation therein stated.



Julius M. Richardson  
Notary Public in and for  
Harris County, Texas

Filed for Record Jan. 24 A.D., 1977 at 10:30 o'clock A. M.

R e c o r d e d Jan. 31 A.D., 1977 at 8:30 o'clock A. M.

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

By Louise Mikolajewski Deputy