## 93686

THE STATE OF TEXAS S
COUNTY OF WALLER S

AMENDMENT TO RESTRICTIONS

DEED RECORDS

VOL 272 PAGE 2/3

WHEREAS, HEMPSTEAD-RIVERWOOD INC. by instrument duly recorded at Volume 266, page 927 et seq. of the Deed Records of Waller County, Texas established certain restrictions affecting a 108.1992 acre tract of land situated in the Jared Groce Survey, Abstract 30, Waller County, Texas known as "RIVERWOOD";

and WHEREAS HEMPSTEAD-RIVERWOOD INC. desires to amend and change certain of those restrictions as hereinafter set forth, now therefore Article 3 of such Restrictions is hereby amended to read as follows:

3. No improvements shall be erected or constructed on any lot nearer than twenty-five (25) feet to the front property line, nor nearer than five (5) feet to the side property line. Lots shall be deemed as fronting on the roadways adkoining same at the time of sale, except those corner lots having county roadway frontage on at least two sides shall be deemed as fronting on either of said roadways. The provisions hereof shall not be construed so as to prevent or prohibit the construction on any lot nearer than five (5) feet to a side property line where two adjoining tracts are owned by the same property owner and such property owner desires to build on a common property line between his two tracts.

Article 5 of such Restrictions is hereby amended to read as follows:

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.

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.

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 maintenace 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 maintenace fee.

EXECUTED this Manualy day of Manualy

HEMPSTEAD-RIVERWOOD,

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 exeucted the same for the purposes and consideration therein expressed, and as the act and deed of the corporation therein stated.

> Muli M. Suchut d. Marris County, Texas

Filed for Record

Jan. 24

A.D., 1977 at 10:30 o'clock A. M.

Recorded

Jan. 31

A.D., 1977 at\_\_\_

8:30 o'clock A. M.

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

Louise Mikolojewski