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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 thereof 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 of all owners of property in RIVERWOOD which are for the purpose 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 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-to-Market Highway 1887, 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 building, other than a residence containing not less than one thousand (1,000) square feet, exclusive of open porches, breeze-ways, carports and garages, shall be erected and constructed on any residential lot in said Subdivision. All buildings 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 RIVERWOOD.

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 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 quarterhorses, 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

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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.

Executed this 10th day of July, 1976.

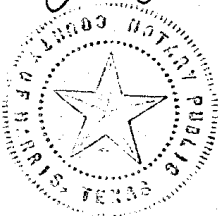
HEMPSTEAD-RIVERWOOD, INC.

By: William Paul Verkin
Vice-President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM PAUL VERKIN, Vice-President of HEMPSTEAD-RIVERWOOD, 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 this 10th day of July, 1976.



Claude B. Kelly
Notary Public in and for
Harris County, Texas

Filed for Record July 12 A.D., 1976 at 9:00 o'clock A. M.

Recorded July 19 A.D., 1976 at 1:25 o'clock P. M.

DICK CUNY, County Clerk, Waller County, Texas

By Louis S. Shak Deputy