

## Section ONE

### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section ONE.

This document represents what is recorded in the Deed Records volume 6743, page 463 through page 467 Clerk's File No. C490171 dated April 28, 1967. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION ONE, a subdivision of eighty-five (85) lots, as shown on a plat recorded in Volume 145, Page 80, of the Map Records of Harris County, Texas, with the exception of the reserve areas reflected on said plat, does hereby impress all of the property included in such subdivision with the following restrictions:

### PREAMBLE

It is the intention of the Developer that RIO VILLA ADDITION, SECTION ONE, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be placed or erected on a lot for use and occupancy dwelling; such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
3. The building placed or erected on the lot for use and occupancy as a dwelling shall contain not less than Six Hundred (600) square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.
4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be twelve (12) feet above mean sea level.
5. All buildings placed or erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.
6. No improvements of any character shall be placed or erected, nor shall the erection or emplacement thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the Rio Villa Improvement Committee. Such approval is to include exterior design, floor elevation, exterior materials and finish and any

and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within fifteen (15) days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in any way connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house placed or erected on said premises shall be occupied until same is connected and tied into the sanitary sewer system when made available to property owners and no connection to the water system and sanitary sewer system shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water and sewer service. No sewage septic tanks shall be used or permitted wherever said sanitary sewer system is available, and no sewage shall be disposed of in any other manner whatsoever where said sanitary sewer system is available. In no event shall any sewage be drained or in any manner discharged into the canal or any other body of water, and no privy, vault or other outhouse of similar character shall be placed, erected or allowed on the premises. A septic tank disposal system will be permitted until a sanitary sewer system is available, and all such septic tank requirements shall meet the minimum requirements of the State of Texas Dept. of Health.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved by the Development Corporation to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a new drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made, subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

(4) To approve or reject plans and specifications for improvements to be erected upon any lot subject to the jurisdiction of such committee.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1967, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. The Maintenance Fund so created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1967, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a deed thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by Rio Villa Improvement Committee and/or the owner of any lot in said Subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 28th day of April 1967 A.D.  
SAN JACINTO BEND ESTATES, INC.

[Signatures of Secretary and President]

THE STATE OF TEXAS COUNTY OF HARRIS

[Notary seal and signature]

## Section TWO

### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section Two. Entries in **RED** are passages that differ from the text of SECTION ONE.

This document represents what is recorded in the Deed Records volume 6840, page 322 through page 326 Clerk's File No. C535958 dated July 18, 1967. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION **TWO**, a subdivision of eighty-five (85) lots, as shown on a plat recorded in Volume 145, Page 80, of the Map Records of Harris County, Texas, with the exception of the reserve areas reflected on said plat, does hereby impress all of the property included in such subdivision with the following restrictions:

### PREAMBLE

It is the intention of the Developer that RIO VILLA ADDITION, SECTION **TWO**, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be placed or erected on a lot for use and occupancy dwelling; such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
3. The building placed or erected on the lot for use and occupancy as a dwelling shall contain not less than Six Hundred (600) square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.
4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be twelve (12) feet above mean sea level.
5. All buildings placed or erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.

6. No improvements of any character shall be placed or erected, nor shall the erection or emplacement thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the Rio Villa Improvement Committee. Such approval is to include exterior design, floor elevation, exterior materials and finish and any and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within fifteen (15) days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house placed or erected on said premises shall be occupied until same is connected and tied into the sanitary sewer system when made available to property owners and no connection to the water system and sanitary sewer system shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water and sewer service. No sewage septic tanks shall be used or permitted wherever said sanitary sewer system is available, and no sewage shall be disposed of in any other manner whatsoever where said sanitary sewer system is available. In no event shall any sewage be drained or in any manner discharged into the canal or any other body of water, and no privy, vault or other outhouse of similar character shall be placed, erected or allowed on the premises. A septic tank disposal system will be permitted until a sanitary sewer system is available, and all such septic tank requirements shall meet the minimum requirements of the State of Texas Dept. of Health.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved by the Development Corporation to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a new drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made, subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

(4) To approve or reject plans and specifications for improvements to be erected upon any lot subject to the jurisdiction of such committee.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1967, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. The Maintenance Fund so created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1967, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a deed thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by Rio Villa Improvement Committee and/or the owner of any lot in said Subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 18th day of July, 1967 A.D.

SAN JACINTO BEND ESTATES, INC.

[Signatures of Secretary and President]

THE STATE OF TEXAS COUNTY OF HARRIS

[Notary seal and signature]



### Section THREE

#### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section Three. Entries in **RED** are passages that differ from the text of SECTION ONE.

This document represents what is recorded in the Deed Records volume 7189, page 201 through page 205 Clerk's File dated May 10, 1968. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION **THREE**, a subdivision of eighty-five (85) lots, as shown on a plat recorded in Volume **148**, Page **67**, of the Map Records of Harris County, Texas, with the exception of the reserve areas reflected on said plat, does hereby impress all of the property included in such subdivision with the following restrictions:

#### PREAMBLE

It is the intention of the Developer that RIO VILLA ADDITION, SECTION **THREE**, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

#### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be placed or erected on a lot for use and occupancy dwelling; such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
3. The building placed or erected on the lot for use and occupancy as a dwelling shall contain not less than Six Hundred (600) square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.
4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be twelve (12) feet above mean sea level.
5. All buildings placed or erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.

6. No improvements of any character shall be placed or erected, nor shall the erection or emplacement thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the Rio Villa Improvement Committee. Such approval is to include exterior design, floor elevation, exterior materials and finish and any and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within fifteen (15) days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house placed or erected on said premises shall be occupied until same is connected and tied into the sanitary sewer system when made available to property owners and no connection to the water system and sanitary sewer system shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water and sewer service. No sewage septic tanks shall be used or permitted wherever said sanitary sewer system is available, and no sewage shall be disposed of in any other manner whatsoever where said sanitary sewer system is available. In no event shall any sewage be drained or in any manner discharged into the canal or any other body of water, and no privy, vault or other outhouse of similar character shall be placed, erected or allowed on the premises. A septic tank disposal system will be permitted until a sanitary sewer system is available, and all such septic tank requirements shall meet the minimum requirements of the State of Texas Dept. of Health.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved by the Development Corporation to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a new drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made, subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

(4) To approve or reject plans and specifications for improvements to be erected upon any lot subject to the jurisdiction of such committee.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1967, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. The Maintenance Fund so created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1967, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a deed thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by Rio Villa Improvement Committee and/or the owner of any lot in said Subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 3rd day of May, 1968 A.D.

SAN JACINTO BEND ESTATES, INC.

[Signatures of Secretary and President]

THE STATE OF TEXAS COUNTY OF HARRIS

[Notary seal and signature]

## Section FOUR

### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section Four. Entries in **RED** are passages that differ from the text of SECTION ONE.

This document represents what is recorded in the Deed Records volume 7356, page 476 through page 480 Clerk's File No. C786703 dated October 1, 1968. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS  
COUNTY OF HARRIS  
KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION **FOUR**, a subdivision of **Seventy-Eight (78)** lots, as shown on a plat recorded in Volume **154**, Page **22**, of the Map Records of Harris County, Texas, with the exception of the reserve areas reflected on said plat, does hereby impress all of the property included in such subdivision with the following restrictions:

### PREAMBLE

It is the intention of the **San Jacinto Bend Estates, Inc.** that RIO VILLA ADDITION, SECTION **FOUR**, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be erected on a lot for use and occupancy dwelling; **(no building may be moved in the section)** such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
  2. (a) **An architectural Control Committee is hereby created designated, and appointed as the Architectural Control Committee for Rio Villa Section Four. The initial members of said Architectural Control Committee are William H. Fagan, M.D., James E. Burlison and Clyde M. Speed, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after the lots covered by this instrument are conveyed to individual lot owners the then record owners of a majority of the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.**

Lot owners desiring to erect improvements on their lot shall present to the Architectural Control Committee a detailed set of drawings (to be retained by the committee) of the proposed improvements. The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative fails to give written approval or disapproval within 30 days after any plans and specifications have been submitted to it, or, in any event, if no

suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

3. The building erected on the lot for use and occupancy as a dwelling shall contain not less than **Eight Hundred (800)** square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.

4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be **eight (8)** feet above **ground** level.

5. All buildings erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.

6. No improvements of any character shall be erected **except new materials**, nor shall the erection thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the **Architectural Control Committee**. Such approval is to include exterior design, floor elevation, exterior materials and finish and any and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within **thirty (30)** days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the **water's** bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered **in writing** to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said ninety (90) days' option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified **in writing** by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold **to a bonafide purchaser**.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house erected on said premises shall be occupied until same is connected and tied into **a septic tank disposal system in accordance with the minimum requirements of the State of Texas Health Department**. **No water**

connection or septic tank installation shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water service. No sewage may be drained or in any manner discharged into the canal or any other body of water, and no "privy", vault or other outhouse of similar character shall be placed, erected or allowed on the premises. In the event a sanitary sewer system is installed, all lot owners shall be required to connect their sewage lines to said system, paying the required tap fees, and shall discontinue the use of septic tanks.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved in writing by the Architectural Control Committee to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a net drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1969, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. The Maintenance Fund so

created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1969, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a **contract of sale or a** deed thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by **San Jacinto Bend Estates, Inc.**, Rio Villa Improvement Committee and/or the owner of any lot in said subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part, thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 26th day of **September, 1968** A.D.  
SAN JACINTO BEND ESTATES, INC.  
[Signatures of Secretary and President]  
THE STATE OF TEXAS COUNTY OF HARRIS



## Section FIVE

### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section Five. Entries in **RED** are passages that differ from the text of SECTION ONE. The passage in **GREEN** (Covenant 20) is an amendment that was made in 1998.

This document represents what is recorded in the Deed Records volume 8227, page 446 through page 450 Clerk's File No. D223265 dated December 1, 1970. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION **Five**, a subdivision of **Seventy-Eight (78)** lots, as shown on a plat recorded in Volume **172**, Page **136**, of the Map Records of Harris County, Texas, does hereby impress all of the property included in such subdivision with the following restrictions:

### PREAMBLE

It is the intention of the **San Jacinto Bend Estates, Inc.** that RIO VILLA ADDITION, SECTION **FIVE**, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be erected on a lot for use and occupancy dwelling; **(no building may be moved in the section)** such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
  2. (a) **An architectural Control Committee is hereby created designated, and appointed as the Architectural Control Committee for Rio Villa Section FIVE. The initial members of said Architectural Control Committee are William H. Fagan, M.D., James E. Burselson and Clyde M. Speed, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after the lots covered by this instrument are conveyed to individual lot owners the then record owners of a majority of the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.**

Lot owners desiring to erect improvements on their lot shall present to the Architectural Control Committee a detailed set of drawings (to be retained by the committee) of the proposed improvements. The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative fails to give written approval or disapproval within 30 days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

3. The building erected on the lot for use and occupancy as a dwelling shall contain not less than **Eight Hundred (800)** square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.

4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be **twelve (12)** feet above **mean sea level**.

5. All buildings erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.

6. No improvements of any character shall be erected **except new materials**, nor shall the erection thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the **Architectural Control Committee**. Such approval is to include exterior design, floor elevation, exterior materials and finish and any and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within **thirty (30)** days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the **water's** bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered **in writing** to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase at the price the purchaser, his heirs, successors or assigns, can sell such property for. If San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified **in writing** by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold **to a bonafide purchaser**.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house erected on said premises shall be occupied until same is connected and tied into a septic tank disposal system in accordance with the minimum requirements of the State of Texas Health Department. No water connection or septic tank installation shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water service. No sewage may be drained or in any manner discharged into the canal or any other body of water, and no "privy", vault or other outhouse of similar character shall be placed, erected or allowed on the premises. In the event a sanitary sewer system is installed, all lot owners shall be required to connect their sewage lines to said system, paying the required tap fees, and shall discontinue the use of septic tanks.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved in writing by the Architectural Control Committee to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a net drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1971, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby

transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. However, any RIO VILLA IMPROVEMENT COMMITTEE maintenance lien shall be SECONDARY, SUBORDINATE and INFERIOR to the purchase improvement liens on said property executed by the owners of each lot, and to all of the rights, equities, and remedies of said lenders. The Maintenance Fund so created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1971, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a contract of sale or a deed thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by San Jacinto Bend Estates, Inc., Rio Villa Improvement Committee and/or the owner of any lot in said subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part, thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 23rd day of November, 1970 A.D.

SAN JACINTO BEND ESTATES, INC.

[Signatures of Secretary and President]

THE STATE OF TEXAS COUNTY OF HARRIS

[Notary seal and signature]

## Section SIX

### NOTES ON THIS DOCUMENT:

Following is an HTML representation of what is believed to be the most current Deed Restrictions for Section Six. Entries in **RED** are passages that differ from the text of SECTION ONE.

This document represents what is recorded under Clerk's File No. D443625 dated October 21, 1971. This document is for reference only and is not a legal document as typed. Please notify our webmaster if any discrepancies are found.

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT SAN JACINTO BEND ESTATES., INC., the owner of RIO VILLA ADDITION, SECTION **SIX**, a subdivision of **Thirty-five (35)** lots, as shown on a plat recorded in Volume **183**, Page **72**, of the Map Records of Harris County, Texas, does hereby impress all of the property included in such subdivision with the following restrictions:

### PREAMBLE

It is the intention of the **San Jacinto Bend Estates, Inc.** that RIO VILLA ADDITION, SECTION **SIX**, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded.

### RESIDENTIAL AREA COVENANTS

1. No lot or lots shall be used for anything other than single family dwelling residential purposes, and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
2. Only one (1) building shall be erected on a lot for use and occupancy dwelling; **(no building may be moved in the section)** such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and convenience of the building used and occupied as a dwelling house may be constructed on the premises, provided that all such outbuildings shall correspond in style and outside finish material to the dwelling house.
  2. (a) **An architectural Control Committee is hereby created designated, and appointed as the Architectural Control Committee for Rio Villa Section SIX. The initial members of said Architectural Control Committee are William H. Fagan, M.D., James E. Burleson and Clyde M. Speed, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after the lots covered by this instrument are conveyed to individual lot owners the then record owners of a majority of the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.**

**Lot owners desiring to erect improvements on their lot shall present to the Architectural Control Committee a detailed set of drawings (to be retained by the committee) of the proposed improvements. The committee's approval or disapproval of**

any matter herein provided for shall be in writing. If the committee, or its designated representative fails to give written approval or disapproval within 30 days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

3. The building erected on the lot for use and occupancy as a dwelling shall contain not less than **Eight Hundred (800)** square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.

4. Any exposed timbers used for support of main building structure must be treated with a wood preservative, square uniform in size 8" x 8" minimum. The minimum floor elevation of the interior living area floor must be **eight (8)** feet above **ground** level.

5. All buildings erected on a lot shall be finished on the outside with an accepted wood, composition and/or masonry residential exterior building material, and no corrugated metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings must be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof.

6. No improvements of any character shall be erected **except new materials**, nor shall the erection thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until plans and specifications for the proposed improvements have been submitted to and approved in writing by the **Architectural Control Committee**. Such approval is to include exterior design, floor elevation, exterior materials and finish and any and all other matters necessary to assure full compliance with these Restrictions and Covenants and such approval must be granted or denied within **thirty (30)** days or such plans will be considered as approved.

7. When construction of a dwelling or other above-ground improvement has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished. No temporary building, tent, or house trailer of any type, shall be placed upon the lot during construction or at any other time except for storage of construction tools and materials.

8. No building or other above-ground structure shall be placed or erected on a lot (a) closer than twenty (20) feet to the **water's** bank unless bulkheaded (b) nor closer than twenty-five (25) feet to the road property line nor (c) closer than five (5) feet from the property lines on any and all sides of the lot. Steps leading to a residence shall not be included in (a) and (b) above, but shall be included in (c) above.

9. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the San Jacinto Bend Estates, Inc., its successor or nominee. San Jacinto Bend Estates, Inc. shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or in anyway connected with such removal.

10. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered **in writing** to the San Jacinto Bend Estates, Inc., its successors or nominee, which shall have the right to purchase at the price the purchaser, his heirs, successors or assigns, can sell such property for. If San Jacinto Bend Estates, Inc., its successor or nominee, fails to exercise said option within ninety (90) days thereafter, said option shall extend from and after the date San Jacinto Bend Estates, Inc., its successor or nominee, is notified **in writing** by the purchaser, his heirs, successors or assigns, of the price for which said property can be sold **to a bonafide purchaser**.

11. The water shall at all times be kept free of debris, trash, rubbish, garbage, other unsightly and/or unsanitary articles, and/or anything that would constitute a hazard to navigation.

12. No dwelling house erected on said premises shall be occupied until same is connected and tied into a septic tank disposal system in accordance with the minimum requirements of the State of Texas Health Department. No water connection or septic tank installation shall be covered until inspected and approved by San Jacinto Bend Estates, Inc., its successors or assigns and no service will be extended to the owners of said property until arrangements have been made to pay the required connection fees and for monthly water service. No sewage may be drained or in any manner discharged into the canal or any other body of water, and no "privy", vault or other outhouse of similar character shall be placed, erected or allowed on the premises. In the event a sanitary sewer system is installed, all lot owners shall be required to connect their sewage lines to said system, paying the required tap fees, and shall discontinue the use of septic tanks.

13. Said Premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the owners of other lots is expressly prohibited; the owners and occupants of each lot shall clear and keep the same free of weeds, high grass and all unsightly and unkept vegetation within 120 days after purchase and clear all rubbish and/or other discarded material, and shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction or improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

14. Any materials or bulkheads to prevent bank erosion shall be approved in writing by the Architectural Control Committee to insure reasonable uniformity throughout the subdivision.

15. No livestock or poultry or other domestic animals of any kind whatsoever, other than dogs and cats, shall be kept or allowed to live on any lot.

16. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

17. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have a net drainage opening area less than that of a 18-inch diameter pipe culvert or minimum Harris County, Texas, requirements.

18. Rio Villa Improvement Committee to perform and fulfill the purposes and functions of such committee as in these Restrictions and Covenants set out, is hereby established and created. Said Improvement Committee shall consist of three members and shall be elected by the lot owners of Rio Villa Subdivision.

19. Rio Villa Improvement Committee shall and is hereby vested with the following powers, duties and functions, to-wit:

(1) To collect and expend, in the interest of all lots subject to the jurisdiction of said committee as a whole, the maintenance charges hereinafter established, created and levied.

(2) To enforce the Restrictions and Covenants of Rio Villa made subject to the jurisdiction of said committee by appropriate proceedings, provided, however, that this power is not intended to be and shall not be exclusive and may be exercised by any other person or persons vested with the right to enforce such Restrictions and Covenants.

(3) To enforce any lien imposed on any lot subject to the jurisdiction of such committee given and created to secure the payment of the maintenance charges hereinafter levied upon the default in payment of the same.

20. Each and every lot of Rio Villa Subdivision shall be and is hereby made subject to and liable for an annual maintenance charge of \$15.00 (unsold lots by the subdivision owner, San Jacinto Bend Estates, Inc., shall not be subject to the maintenance charge), such charge on such lots being for the purpose of creating a fund to be known and used as the "Maintenance Fund" and the owner of each lot shall pay such annual maintenance charge on the 1st day of January of each year, commencing on January 1, 1972, the payment of such maintenance charge to be secured by a lien upon and against each lot of said Rio Villa Subdivision, said maintenance charges and the lien securing the payment thereof are hereby

transferred and assigned to Rio Villa Improvement Committee and the payment of such maintenance charges shall be made by each lot owner to said Rio Villa Improvement Committee at its office in Houston, Texas. The Maintenance Fund so created and arising from said maintenance charges upon each lot shall be applied, by said Rio Villa Improvement Committee, so far as sufficient, toward the payment of maintenance expenses, including but not limited to, improving and maintaining of the streets and recreation areas in said subdivision, and doing any and all other things necessary or desirable in the opinion of said committee to keep the property of said subdivision neat and in good order, or which said committee considers for the general benefit of said subdivision as a whole, and it is understood and hereby expressly provided that the judgment of said committee in the use and expenditure of said Maintenance Fund shall be final so long as such judgment is exercised in good faith. Such maintenance charge upon each of said lots shall be due and payable as herein above provided, on the 1st day of January of each year, commencing on January 1, 1972, and for twenty-five (25) years thereafter, and such maintenance charge shall be automatically extended for successive ten-year periods thereafter unless the then owners of a majority of the lots in said subdivision desire to discontinue such charge, such desire by a majority of the owners of lots in said subdivision to so discontinue such charge to be evidenced in an instrument in writing, signed and acknowledged, by such owners of a majority of the lots in said subdivision duly filed of record in the Deed Records of Harris County, Texas.

21. Each purchaser of a lot in said Rio Villa Subdivision by his acceptance of a **contract of sale or a deed** thereto agrees and consents to such maintenance charges, and covenants and agrees to pay the same.

22. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Rio Villa Subdivision and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Harris County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Seventy-Five per cent (75%) of the then owners of the lots has been recorded with the County Clerk of Harris County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

23. Enforcement of these Restrictions and Covenants may be by proceedings at law or In equity against any person or persons violating or attempting to violate any Restriction or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by **San Jacinto Bend Estates, Inc.**, Rio Villa Improvement Committee and/or the owner of any lot in said subdivision.

24. The violation of any of these Restrictions and Covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part, thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these Restrictions and Covenants.

25. It is especially understood and agreed that none of the above Restrictions and Covenants shall apply to the "reserved" parts as shown on the plat of said "Rio Villa Subdivision".

EXECUTED THIS, the 18th day of October, 1971 A.D.

SAN JACINTO BEND ESTATES, INC.

[Signatures of Secretary and President]THE STATE OF TEXAS COUNTY OF HARRIS

[Notary seal and signature]