

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

THAT WALTER M. MISCHER CO., a Texas Corporation, Trustee being the owner of that certain subdivision known as **River Plantation, Section Five**, according to the map of said subdivision recorded in Volume 9, Page 2 of the Map Records of Montgomery County, Texas and Tennessee Life Insurance Company as lien holder, desiring to create and carry out a uniform plan for the improvement, development, and sale of all the numbered lots (excluding the Reserves shown) in River Plantation, Section Five, for the benefit of the present and future owners of said property, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly in the use, occupancy and conveyance of all such numbered lots in River Plantation, Section Five, and each contract or deed which may be executed, delivered and accepted on the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or reference in said contract or deed (the headings being employed for convenience only and shall not be controlling over content):

1. BUILDING SITE

As used in these restrictions, the term "building site" means all or a part of any one or more numbered lots in River Plantation, Section Five, provided that, in the event lots are resubdivided, the width at the front building line is not less than eighty (80) feet and that the area shall be not less than ten thousand (10,000) square feet.

2. RESIDENTIAL PURPOSES ONLY

No building site shall be used for any purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage and permitted out-buildings.

3. ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee of three (3) members whose names and address are: T. A. Robinson, Jr., Walter M. Mischer, Jackson Bradley, P. O. Box 1413, Houston, Texas 77001. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of

the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

4. MINIMUM SIZE OF DWELLINGS

No residence shall exceed two (2) stories in height. The minimum living area per dwelling shall be as follows:

One (1) story 2,000 square feet; ground floor, one and one-half (1-1/2) story, 1,500 square feet on the ground floor and minimum total area of 2,200 square feet; two (2) story, 2,400 square feet.

5. BUILDING LINES

No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than twenty-five (25) feet to the front lot line, or nearer than ten (10) feet to any side street lot line, or nearer than ten (10) percent of the lot width (measured at the front building setback line, shown on the recorded plat), to the side (interior) lot line, except that detached garages (or carports) located sixty (60) feet from the front line may be located three (3) feet from the side (interior) lot line. No building shall be located nearer to the rear lot line than the utility easement line. See special setbacks below for Golf Course lots.

Golf Course lots shall consist of lots eight-five (85) through ninety-six (96), lots ninety-eight (98) through one hundred one (101), lots one hundred three (103) through one hundred forty-three (143), lots one hundred forty-five (145) through one hundred fifty-four (154), lots one hundred fifty-six (156), one hundred fifty-seven (157), one hundred sixty-two (162), one hundred sixty-three (163), one hundred sixty-eight (168) through one hundred seventy (170), lots one hundred seventy-two (172) through one hundred seventy-five (175), lots one hundred eighty-one (181) through two hundred six (206). On Golf Course lots, no dwellings, garages or other structure shall be located nearer than twenty-five (25) feet to the lot line or lines abutting the Golf Course, nor shall any fence be constructed nearer to the Golf Course than the rear wall line of the Main Dwelling structure.

6. FACING OF GARAGES

No garage (or carport) shall face and open to the street at less than a ninety (90) degree angle unless the door is located sixty (60) feet or more from the front lot line, nor shall any garage door on any Golf Course lot open at less than a ninety (90) degree angle to the lot line abutting the Golf Course unless the garage is an integral part of the main residential structure and the garage door is located in the rear or side wall of the main structure.

Garages on corner lots may open to the front or may optionally open directly towards, and have driveway access from, the streets at the side of the lots, except that no garage shall face and open at less than a ninety (90) degree angle to the side street unless the garages on the said corner lots are at least fifty (50) feet from the side street property line.

No driveway shall be parallel with and less than fifty (50) feet from the side street property line.

7. FACING OF RESIDENCES

Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat. This requirement may be waived by the Architectural Control Committee if, in its opinion, the conditions warrant the change.

8. EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat.

9. NUISANCES PROHIBITED

No noxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. TEMPORARY STRUCTURES PROHIBITED

A structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall not be used on any building site at any time as a residence either temporarily or permanently.

11. SIGNS

No signs of any kind shall be displayed to the public view on any building site except such signs as shall have been approved by the Architectural Control Committee.

12. NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site.

13. LIVESTOCK

No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats, or other household pets may be kept if they are not kept or maintained for any commercial purposes.

14. YARD APPEARANCE

All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment, wood-piles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. No chain-link fences shall be erected on any properties in River Plantation, Section Five.

15. CONSTRUCTION STANDARDS

All construction must meet the requirements and specifications as established by the Architectural Control Committee.

16. MAINTENANCE OF VACANT LOTS

Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. If the owner of any lot fails to do so, the

River Plantation Community Improvement Association may have the same cut, and the owner shall be obligated to pay the cost of such work. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert on any lot must be approved by the Architectural Control Committee as to design, capacity and width.

17. FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms is expressly prohibited on any part of the property.

18. PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of fifty (50) years from the date this instrument is first recorded, after which time said reservations, restrictions, covenants and easements shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the building sites has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

19. ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in River Plantation, Section Five, and his heirs, executors, administrators and assigns, and the River Plantation Community Improvement Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

20. PARTIAL INVALIDITY

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

21. RIGHTS OF MORTGAGEES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under

any mortgage or deed of trust outstanding against any building site at the time that the easement, restriction, reservation or covenant may be violated.

22. PERMANENT MAINTENANCE FUND

Each building site shall be subject to an annual Maintenance Charge at a rate not to exceed \$5.00 per lot per month, but not to exceed \$60.00 per year, for the purpose of creating a fund to be known as "Maintenance Fund", which said charge shall be payable by each building site owner to River Plantation Community Improvement Association annually in advance each year, commencing July 1, 1967. To secure the payment of such Maintenance Charge, a vendor's lien shall be retained against the building sites, premises and improvements thereon in favor of River Plantation Community Improvement Association, its successors and assigns, and each deed conveying a building site shall contain appropriate recitations imposing the Maintenance Charge and creating the vendor's lien. Such Maintenance Charge may be adjusted from year to year by River Plantation Community Improvement Association as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$5.00 per month, or \$60.00 per year. River Plantation Community Improvement Association shall apply the total fund arising from such charge so far as the same may be sufficient, toward the payment of expenses, incurred for any and all of the following purposes: Constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, and other public areas; collecting and disposing of garbage, ashes, rubbish and the like; payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the Maintenance Charge applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charge; employing policemen and watchmen; caring for vacant lots; and doing any other thing necessary or desirable in the opinion of River Plantation Community Improvement Association, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the property, it being understood that the judgment is exercised in good faith. Such Maintenance Charge shall in any event remain effective until December 31, 2012, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of the majority of the square foot area of all building sites in River Plantation, Section Five, subject to the Maintenance Charge may revoke the Maintenance Charge on either December 31, 2012, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to December 31, 2012, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

23. ELECTRICAL POWER SERVICE

Each lot on which a dwelling structure is located shall be subject to a monthly charge of \$.50 for street lighting services. This charge will be included in the monthly bill from Gulf States Utilities Company, in addition to all other charges such lot owner may incur for electric services.

Any purchaser of a lot in River Plantation Subdivision, Section Five, as defined in paragraph 5 understands and agrees that only underground electric service at 120/240 volts, single phase, 3-wire, will be available for said lots and that the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of Gulf States Utilities Company and no above surface electric service lines will be installed outside of any structure. All such purchasers of lots understand and agree that underground electric service wires will extend through and under said lots in order to serve the residences thereon and said area above said underground lines, and extending two and one-half (2-1/2) feet to each side of said underground lines, shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing said underground facilities by the utility company, and said purchasers shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions. (The utility easement area dedicated and shown on the recorded map of said River Plantation, Section Five, may be cleared and kept clear by any utility of all structures, trees, bushes and other growth including any overhanging branches from trees or protrusions from structures located upon adjacent property.)

24. TELEPHONE

Any purchaser of a Golf Course lot in River Plantation Subdivision, Section Five, as defined in Paragraph 5, understands and agrees that in connection with telephone service to be furnished to his lot(s), that he will install an underground three-quarter (3/4) inch conduit from his residence to the nearest pedestal with terminal box on conduit in residence and weather head on conduit at pedestal.

DATED this 16th day of July, A.D., 1969.

WALTER M. MISCHER CO., TRUSTEE
/s/R. H. Basden, Vice President

ATTEST:
/s/ Sophie M. Edmundson, Assistant Secretary

TENNESSEE LIFE INSURANCE COMPANY
/s/

ATTEST:
/s/