

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY §

THAT RIVER PLANTATION DEVELOPMENT CO., INC., a Texas corporation, being the owner of that certain subdivision known as **River Plantation, Section One**, according to the map of said subdivision recorded in Volume 8, Page 29 of the Map Records of Montgomery County, Texas, and 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 One, for the benefit of the present and future owners of said property, does 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 One, and each contract or deed which may be executed with regard to any of such property in River Plantation, Section One, shall be conclusively held to have been 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 by reference in said contract of 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 One.
  
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 necessary out-buildings. No dwelling shall be erected or placed on any site consisting of less than an entire lot as platted.
  
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 is composed of three (3) members whose names and addresses are: G. R. JACKSON, P. O. Box 5104, Houston, Texas, WALTER M. MISCHER, Route 3, Box 1388-1, Houston, Texas, and DAVID D. POLLAN, 500 Southwest Tower, Houston, Texas. 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 as required herein shall be in writing. If the Committee or its designated representative fails to give written 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 dwelling shall contain less than One Thousand Five Hundred (1,500) square feet of living area, except that at the sole option of the Architectural Control Committee an exception may be made that would be in keeping with the over-all intentions of these restrictions.

**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 35 feet to the front lot line, or nearer than 10 feet to any side building site line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

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

**7. 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.

**8. TEMPORARY STRUCTURES PROHIBITED.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any building site at any time as a residence either temporarily or permanently.

**9. 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.

**10. 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.

**11. 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. Horses may be kept in a stable on any lot containing more than 25,000 square feet or on three or more contiguous lots owned by one owner, whichever is the greater area. The stable may not be constructed within one lot width of the adjoining property if the stable is constructed on property consisting of three or more contiguous lots. No garage shall face a street unless it is located on the rear 25% of the lot.

**12. GARBAGE DISPOSAL.** No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary metal or plastic or masonry bins with self-closing tops which shall have been approved by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each kitchen in each dwelling unit shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

**13. FOUNDATION.** All foundation plans must meet the requirements and specifications as established by the Architectural Control Committee.

**14. LANDSCAPING.** No landscape planting shall be done on any building site until the landscape plans shall have been first approved by the Architectural Control Committee. The area between the front lot line and the front of each dwelling shall, within 30 days following completion of construction of the dwelling, be landscaped according to plans approved by the Architectural Control Committee.

**15. BUILDING LINES ADJACENT TO PARKS AND WATER COURSES.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 15 feet of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked with such fill.

**16. MAINTENANCE OF APPEARANCE.** 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, 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 River Plantation Development Co., Inc., its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in River Plantation, and his heirs, executors, administrators and assigns. 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 of 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. COLONIAL ARCHITECTURE.** All architectural design shall be of a traditional Colonial style as specified by, and approved by, the Architectural Control Committee.

**23. PERMANENT MAINTENANCE FUND—RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION.** Each building site shall be subject to an annual maintenance charge at a rate not to exceed five (5) mills per square foot per year of the area of each building site, or \$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 in advance in quarterly installments in each year, commencing July 1, 1965. 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 five (5) mills per square foot per year, or \$5.00 per month, or \$60.00 per year. River Plantation Development Co., Inc. agrees to pay its proper proportion of said fund for the unsold land fully developed as saleable building sites owned by it in said River Plantation. 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 of River Plantation Community Improvement Association in the expenditure of said funds shall be final and conclusive as long as such 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 period 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 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.]

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I, ROY HARRIS, Clerk County Court, in and for said County and State, hereby certify that the above and foregoing is a true and correct copy of RESTRICTIONS from River Plantation Development Co., Inc. to River Plantation, Section One, as the same appears on record in Volume 575, Page 167 of the Deed Records of Montgomery County, Texas.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT, at office in Conroe, Texas, this the 16<sup>th</sup> day of March, A.D., 1967.

ROY HARRIS, Clerk County Court  
Montgomery County, Texas  
/s/ by N. Witherspoon, Deputy