

**THE STATE OF TEXAS** §

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF MONTGOMERY** §

THAT WALTER M. MISCHER CO., a Texas Corporation, TRUSTEE, being the owner of that certain subdivision known as **River Plantation, Section Two**, according to the map of said subdivision recorded in Volume 7, Page 409 of the Map Records of Montgomery County, Texas and BANK OF TEXAS 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 Two, 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 Two, and each contract or deed which may be executed, with regard to any of such property in River Plantation, Section Two, 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 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 Two, 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 nine thousand six hundred (9,600) 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 necessary 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 is composed 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 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 two thousand (2,000) square feet of living area for one story dwellings or less than twenty-five hundred (2,500) square feet for more than one story dwellings. No residence shall exceed two (2) stories in height.

**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) to the side (interior) lot line, except that detached garages (or carports) located sixty (60) feet from the front lot 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 One (1) through Twenty Eight (28), Lots Forty (40) through Sixty-Three (63), Lots Sixty-Seven (67) through Sixty-Nine (69), and Lots Seventy-Three (73) through Seventy-Five (75). On golf course lots, no dwelling, garage 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 a 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 line of the main structure.

Lots One (1), Thirty-Five (35), Thirty-Six (36) and Thirty-Nine (39) shall not have driveway access to River Plantation Drive.

Garages on the following corner lots may open to the front or may optionally open directly towards, and have driveway access from the streets at the sides 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 following lots are at least the following distances from the side street property lines:

- |  |   |   |
|--|---|---|
| Lot Fifty-Two (52)   | - | Forty (40) feet from River Plantation Drive |
| Lots Sixty-Five (65)<br>Sixty-Six (66) and<br>Seventy (70) | - | Sixty (60) feet from River Plantation Drive |
| Lot Seventy-One (71)                                       | - | Forty (40) feet from River Plantation Drive |
| Lot Seventy-Eight (78)                                     | - | Sixty (60) feet from River Plantation Drive |

**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.

**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 or incident 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.

**15. FOUNDATION**

All foundation plans 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 Two, 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. SEPTIC TANK**

No cesspool or other individual sewage system shall be constructed or used on any lot except a septic tank system approved by the state and county health officers. Use of outside toilets shall not be permitted under any circumstances. No affluent line shall be discharged into any drainage line or ditch.

**23. PERMANENT MAINTENANCE FUND**

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 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 five (5) mills per square foot per year, or \$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 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 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 Two, 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.

DATED this 29th day of May, A.D., 1967.

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

ATTEST:  
/s/ Asst. Secretary

BANK OF TEXAS  
/s/Robert L. West, Vice President

ATTEST:  
/s/ Cashier

THE STATE OF TEXAS       §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared R. H. BASDEN, Vice President of WALTER M. MISCHER CO., TRUSTEE, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of May, A.D. 1967.

/s/  
Notary Public in and for  
Harris County, Texas