

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY:

This Contract and Agreement is made and entered into by and between FAIRWAY VILLAGE COMMUNITY ASSOCIATION (hereinafter referred to as "Fairway Village") and RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION (hereinafter referred to as "River Plantation");

W I T N E S S E T H :

WHEREAS, the Board of Directors of FAIRWAY VILLAGE desire to have proper maintenance of entranceways, roadways and parks, and proper security service provided for the various areas in River Plantation for the benefit of its residents; and

WHEREAS, the Board of Directors of RIVER PLANTATION have sufficient personnel and equipment to furnish these services; and

WHEREAS, the Board of Directors of FAIRWAY VILLAGE is now collecting sufficient funds in its Maintenance Fund to pay for such services.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the payment of the sum of THREE DOLLARS (\$3.00) per month per lot on all lots (including lots sold on contract of sale) in FAIRWAY VILLAGE SECTION of the RIVER PLANTATION SUBDIVISION, except those lots owned by the Developer, RIVER PLANTATION DEVELOPMENT COMPANY, INC., said lots to be charged at TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) per month per lot, said sums to be payable annually in advance on the first day of July each year, the Board of Directors of RIVER PLANTATION do hereby agree to perform the services as described herein for the payment of the sum as herein set out.

It is further agreed and understood that in the event the assessment of the RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION is legally raised or lowered, by that body, lots (including lots sold on contract of sale) will be charged at 100% of the new rate, except those lots owned by the Developer, RIVER PLANTATION DEVELOPMENT COMPANY, INC., which will be charged at 75% of the assessment in effect.

It is further agreed and understood that this Contract and Agreement cannot be assigned either in whole or in part by RIVER PLANTATION unless consent and approval by FAIRWAY VILLAGE is first had and obtained, and the terms and provisions hereof are binding on the successors and assigns of the parties hereto.

Executed this the 14th day of MAY, 1974.

FAIRWAY VILLAGE COMMUNITY ASSOCIATION

By Jerry E. Dumble

RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION

By J. H. [Signature]