

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, Fairway Village**, according to the map of said subdivision recorded in Volume 11, Page 3, of the Map Records of Montgomery County, Texas, desiring to create and carry out a uniform plan for the improvement, development, and sale of all the numbered lots in River Plantation, Fairway Village, 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, Fairway Village, 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, Fairway Village.

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 elevations. The Architectural Control Committee is composed of three (3) members whose names and address are: Betty Ford, R. H. Basden and B. G. Butler, 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. Any homeowner changing colors on the exterior of his dwelling from the original colors must have specific approval in writing from the Architectural Control Committee,

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 1,400 square feet; one and one-half (1-1/2) story, 1,800 square feet; two (2) story, 1,800 square feet.

5. BUILDING LINES

No building shall be located on any building site nearer than 10 feet to the front lot line, or nearer than 3 feet to any side street lot line, or nearer than 1 foot to interior lot lines. No building line shall exist on the rear of any interior lots; however, there shall be a 5-foot minimum building set back line on the rear of fairway lots.

6. FACING OF GARAGES

No garage (or carport) shall face and open to the street at less than a ninety (90) degree angle without written permission from the Architectural Control Committee.

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.

7. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Mischer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements. Mischer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the subdivision.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. All clothes lines, yard equipment, wood-piles or storage piles shall be kept screened by a service 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, Fairway Village.

14. CONSTRUCTION STANDARDS

All construction must meet the requirements and specifications as established by the Architectural Control Committee. All driveways, sidewalks and patios must be finished with pea gravel, and all brick used on any house must be Chicago antique unless otherwise approved by the Architectural Control Committee in writing.

15. CHANGES IN LANDSCAPING AND EXTERIORS OF BUILDINGS

No changes in landscaping, exterior trim or paint will be permitted without written approval of 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 Fairway Village Community 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. These restrictions may be amended at any time with the recording of an instrument containing 90% of the property owners' signatures.

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, Fairway Village, and his heirs, executors, administrators and assigns, and the Fairway Village Community 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 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, restrictions, 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 \$25.00 per lot per month, effective the year in which this instrument is filed, 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 Fairway Village Community Association annually in advance on January 1 of each year, commencing with the date of conveyance of such lot by Walter M. Mischer Co., its successors or assigns. To secure payment of such Maintenance Charge, a vendor's lien shall be retained against the building sites, premises and improvements thereon in favor of Fairway Village Community 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 Fairway Village Community Association as the needs of the property may in its judgment require. Fairway Village Community 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; mowing and edging of homeowners lawns

(grass only); 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 Fairway Village Community 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, Fairway Village, 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 service.

Any purchaser of a lot in River Plantation Subdivision, Fairway Village, 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 wires will be installed outside of any structure. All such purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon, and said area above said underground lines, and extending 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, Fairway Village, 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.)

DATED this 4th day of May, A.D., 1973.

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

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

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 the 14th day of May, A.D., 1973.

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

**FILED FOR RECORD AT 2 O'CLOCK PM
MAY 15, 1973
ROY HARRIS, CLERK
COUNTY COURT, MONTGOMERY CO. TX**