

DEEDS

7742702

RESTRICTIONS  
RIVERSHIRE, SECTION ONE  
REPLAT OF RESERVES I, J, K & L

STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

X

WHEREAS, A.E.K. CORP. is the owner of a tract of land in the K. Hyman Survey which has been subdivided and platted as Rivershire, Section One, as shown by map thereof, recorded in Volume 12, Page 91 of the Map Records of Montgomery County, Texas; and

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat, there be established and maintained a uniform plat for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW THEREFORE, A.E.K. CORP., being the owner of said subdivision, acting herein by and through its duly authorized officers, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these owners and all parties and persons claiming under them until January 1, 1990, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by A.E.K. CORP., or its successors or assigns. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an architectural control committee composed of Adrian Kachel, Wallace Curry and

Elliott Loy, Jr., or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to ninety (90) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1985.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) Except as may be authorized in writing by the Architectural Control Committee no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundations of any building (including garages) shall be located nearer than five feet (5') from the rear lot line of lots which do not have an easement in the rear; nor nearer than five feet (5') from any side lot line, except that detached garages may not be nearer than three feet (3') from any side lot line, except where side easements occur, and then no structure can be built over an easement line. Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. All improvements shall be constructed to front on the street upon which site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved in writing by the Architectural Control Committee.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand square feet (7,000) or a width of less than sixty feet (60') at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line, unless otherwise approved in writing by the Architectural Control Committee.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of two thousand square feet (2,000) of floor area exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction; provided, however, the Architectural Control Committee may approve variations from such construction requirements.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet (5) advertising property for sale or rent, except signs used by a builder or developer to advertise the property during the construction and sales period.

(m) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Water wells may be drilled with the written permission of the Architectural Control Committee.

(n) No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(p) No single family dwelling shall be occupied for residence purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

(q) The riding of horses in any area of the subdivision is strictly prohibited.

The restrictions and protective covenants listed herein apply to all lots located in the Replat of Reserves I, J, K, and L, Rivershire, Section One, a subdivision in Montgomery County, according to Map or Plat thereof recorded in Volume 12, Page 91, Map Records of Montgomery County, Texas, but do not apply to the following tracts

or reserves as shown on the map and plat of Rivershire, Section One, to-wit:

RESERVE "A", a 2.491 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "B", a 4.309 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "C", a 1.513 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "D", a 7.165 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "E", a 9.280 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "F", a 12.870 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "G", a 3.579 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "H", a 1.887 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map and plat of Rivershire, Section One.

#### ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at a rate of One Hundred Forty-Four and No/100 (\$144.00) Dollars per year to be paid into a fund previously created and now existing known as "RIVERSHIRE MAINTENANCE FUNDS, INC." and to be paid by the Owner of each building plot.

This charge shall be payable to the "RIVERSHIRE MAINTENANCE FUNDS, INC.", a Texas non-profit corporation, annually in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by A.E.K. CORP. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from A.E.K. CORP. against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of "RIVERSHIRE MAINTENANCE FUNDS, INC.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be One Hundred Forty-Four and No/100 (\$144.00) Dollars per year; and such Maintenance Charge may be adjusted from year to year by Rivershire Maintenance Fund, Inc. as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five percent (75%) of the lot owners in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten per cent (10%) per annum.

All of the terms and conditions with respect to such annual maintenance fund and "RIVERSHIRE MAINTENANCE FUNDS, INC." as are set forth in that certain instrument entitled "RESTRICTIONS RIVERSHIRE SECTION ONE", recorded at Volume 774, Page 638, et seq. of the Deed Records of Montgomery County, Texas, as amended by instruments recorded at Volume 806, Page 893, et seq., and Volume 886, Page 501 et seq. Deed Records of Montgomery County, Texas shall be applicable to and enforceable against each residential building plot in Rivershire Section One, Replat of Reserves I, J, K and L.

EXECUTED this 22<sup>nd</sup> day of November, 1977.

A. E. K. CORP.

By Adrian Kachel  
Adrian Kachel, President



Margaret B. Kachel

STATE OF TEXAS X  
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, President of A. E. K. Corp., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same 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 22<sup>nd</sup> day of November, 1977.

Cheryl C. [Signature]  
Notary Public in and for  
Montgomery County, Texas



FILED FOR RECORD  
AT 12 O'CLOCK NOON

NOV 23 1977

ROY HARRIS, Clerk  
County Court, Montgomery Co. Tx.  
By Bobbie Weeks Deputy

A. E. K. Corp.  
401 South Rivershire Drive  
Course, Texas  
77301