

289104

RESTRICTIONS
RIVERSHIRE, SECTION ONE

STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

I

I

WHEREAS, Glenn McMillan Developing Co. 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 172, Page 25 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, Glenn McMillan Developing Co., 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 Glenn McMillan Developing Co., 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 Carl King, Donald A. Williams and J. K. Lyles, 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, 1975.

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 a bridle path easement at the rear nor within the area of such bridle path easement as to the remaining lots; nor nearer than five feet (5') from any side lot line, except that garages may not be nearer than three feet (3') from any side lot 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; provided that garages on corner lots may not face the side street, with the exception of Lots Six (6), Sixteen (16) and Thirty-two (32) in Block One (1); Lots One (1) and Sixteen (16) in Block Two (2); Lot Ten (10) in Block Three (3); Lot Five (5) in Block Five (5); Lots Eighteen (18) and Nineteen (19) in Block Six (6); Lot One (1) in Block Seven (7); and Lots One (1) and Thirty-one (31) in Block Eight (8).

(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.

(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 one thousand five hundred square feet (1,500) of floor area exclusive of porches and garage.

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

(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, or signs of any size 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 except any bridle path easements shown upon the plat is strictly prohibited. No lot owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of any bridle path easement nor shall any hedges, shrubs, trees or bushes be planted within the bridle path easement.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots and listed in Paragraph (a) above, but do not apply to those certain 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.

RESERVE "I", a 6.344 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "J", a 6.103 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "K", a 2.170 acre tract or parcel of land as shown on the map and plat of Rivershire, Section One, and designated for unrestricted use.

RESERVE "L", a 3.186 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 an initial rate of One Hundred Eight and No/100 (\$108.00) Dollars per year for the purposes of creating a fund to be 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 Glenn McMillan Developing Co., or any subsidiary of Westchester Corporation. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Glenn McMillan Developing Co. 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 Eight and No/100 (\$108.00) 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 per cent (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.

The total fund accumulated from this Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes:

Lighting, improving and maintaining streets, parks, parkways, bridle paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other thing necessary or desirable in the opinion of the Trustees of Rivershire Maintenance Fund, Inc. to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of Rivershire Maintenance Fund, Inc. in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

(b) The Trustees of Rivershire Maintenance Fund, Inc. are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund", giving as security funds then or in the future paid into the "Maintenance Fund".

The Maintenance Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten year (10) 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 least five (5) years prior to January 1, 1990, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's Office.

(c) The initial Board of Trustees of Rivershire Maintenance Fund, Inc. shall be composed of Carl King, Donald A. Williams and J. K. Lyles, who shall serve until January 1, 1975, unless all three of said initial Trustees resign prior to that time. In case of the resignation, death or incapacity of any of said initial Trustees, the remaining Trustee or Trustees may appoint another Trustee to serve the remainder of said term. The members of Rivershire Maintenance Fund, Inc. shall be the owners of lots in Rivershire Section One, or any future section of Rivershire Subdivision. Each Member shall be entitled to one (1) vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1975, or sooner if all three (3) initial Trustees resign, the members shall elect three (3) Trustees annually at the meeting of the members and such Trustees shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

EXECUTED this 25th day of May, 1972.

GLENN McMILLAN DEVELOPING CO.

ATTEST:

By: Adrian Kachel
Adrian Kachel, President

J.K. Lyles
Secretary



STATE OF TEXAS
COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, President of GLENN McMILLAN DEVELOPING CO., 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 25th day of May, 1972.



Marilyn Egan

Notary Public in and for Harris County, Texas

FILED FOR RECORD

AT 8 O'CLOCK A. M.

May 31, 1972

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
William J. Lee Deputy

DEEDS

AMENDMENT TO RESTRICTIONS

RIVERSHIRE, SECTION ONE

312121

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Glenn McMillan Developing Company 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 10, Page 25 of the Map Records of Montgomery County, Texas and,

WHEREAS, by instrument dated May 25, 1972 recorded in Volume 774, Page 638, of the Deed Records of Montgomery County, Texas, Glenn McMillan Developing Company as owner of Rivershire, Section One, did create certain restrictive covenants affecting said subdivision; and reference to which instrument is here made; and

WHEREAS, the undersigned authority desires to add Paragraph D to Page 6 of said instrument of restrictions.

NOW THEREFORE, the undersigned designated owner, namely Glenn McMillan Developing Company, does hereby amend such Restrictive Instrument to read as follows:

"(D) In addition to the Annual Maintenance Charge as set forth in the Restrictive Instrument under subheading "Annual Maintenance Funds" each residential building plot will be subject to a monthly charge to cover the cost of electrical energy needed to operate the street lighting system to be installed in and upon the property above described as outlined under the provision of Gulf States Utilities rate designation LP of rate schedule RIU." (Subject to change.)

(1) The utility easements shown hereon include the right to remove all trees within the easements.

(2) All utility easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

We the undersigned authority do hereby ratify and confirm and adopt said Instrument of Restrictions, as amended hereby, and recognize said Instrument of Restrictions, as amended hereby, as being in full force and effect and as a valid Instrument of Restrictions affecting said Rivershire, Section One.

Executed this 20TH day of DECEMBER, 1972.

GLENN McMILLAN DEVELOPING COMPANY

By Adrian Kachel
ADRIAN KACHEL, President

ATTEST:

Cornel Jackson
Secretary



THE STATE OF TEXAS I
COUNTY OF HARRIS I

#VOL. 806 PAGE 894

BEFORE ME, the undersigned authority, on this day personally appeared ADRIAN KACHEL, President of GLENN McMILLAN DEVELOPING COMPANY, 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 20TH day of December, 1972.



Timothy P. Thompson
Notary Public in and for Harris County, Texas

FILED FOR RECORD
AT 2 O'CLOCK PM

MAR 5 1973

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By *[Signature]* Deputy

7505266

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DEEDS

AMENDMENT TO RESTRICTIONS
RIVERSHIRE, SECTION ONE

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GLENN McMILLAN DEVELOPING COMPANY 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 10, Page 25 of the Map Records of Montgomery County, Texas; and,

WHEREAS, by instrument dated May 25, 1972, and recorded in Volume 774, Page 638 of the Deed Records of Montgomery County, Texas, and as amended by that certain amendment in Volume 806, Page 893 of the Deed Records of Montgomery County, Texas, Glenn McMillan Developing Company, as owner of Rivershire, Section One, did create certain restrictive covenants affecting said subdivision, and reference to said instruments is here made; and,

WHEREAS, the undersigned authority desires to alter Section (b), Paragraph Four which states, "The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1975," of said instrument of restrictions.

WHEREAS, Glenn McMillan Developing Company has filed a replat of Blocks 5, 6, 7, 8 and 9 of Rivershire, Section One, as shown by map thereof recorded in Volume 12, Page 91 of the Map Records of Montgomery County, Texas; and,

WHEREAS, the undersigned authority desires to amend the afore-said restrictions and to ratify, confirm and adopt said restrictions as they apply to the replat above referred to.

NOW, THEREFORE, the undersigned owner, namely, GLENN McMILLAN DEVELOPING COMPANY, does hereby amend such restrictive instruments as follows: "The duties and powers of such Committee and of its designated representatives, shall cease on and after January 1, 1980, and said duties and powers shall become vested, effective January 1, 1980, in the Board of Trustees, as it may be constituted from time

to time, of Rivershire Maintenance Funds, Inc., with said trustees having the authority and duty to exercise the same powers previously exercised by the Architectural Control Committee."

Section (c) provides that garages on certain corner lots may not face the side street except Lot 5 in Block 5; Lots 18 and 19 in Block 6; Lot 1 in Block 7; and Lots 1 and 31 in Block 8.

The replat changes the lot numbers and the restrictions are hereby changed to reflect the following:

Lot 5 in Block 5 should be changed to Lot 7 in Block 5; Lots 18 and 19 in Block 6 should be changed to Lots 23 and 24 in Block 6; and Lot 31 in Block 8 should be changed to Lot 40 in Block 8. However, all garages on corner lots in the Replat of Blocks 5, 6, 7, 8 and 9 of Rivershire, Section One, may face the side street, but only with the express written approval of the Architectural Control Committee.

We, the undersigned authority do hereby ratify, confirm and adopt said instrument of restrictions, as amended, and as further amended hereby, as being in full force and effect and as valid instruments of restrictions affecting all of said Rivershire, Section One.

Executed this 19th day of March, 1975.

GLENN McMILLAN DEVELOPING COMPANY

By Leland C. Pickens
Leland C. Pickens, President

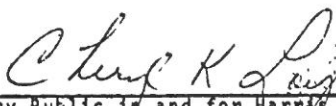
ATTEST:
Timothy S. Thompson
Timothy S. Thompson, Secretary

THE STATE OF TEXAS |
COUNTY OF HARRIS |

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BEFORE ME, the undersigned authority, on this day personally appeared LELAND C. PICKENS, President of GLENN McMILLAN DEVELOPING COMPANY, 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 19th day of March, 1975.


Notary Public in and for Harris County,
Texas

FILED FOR RECORD
AT 1 O'CLOCK PM

MAR 20 1975

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By 

300

257-01-2465

REAL PROPERTY RECORDS

AMENDMENT TO RESTRICTIONS

RIVERSHIRE SUBDIVISION
SECTION I

8409681

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY) KNOW ALL MEN BY THESE PRESENTS:

On April 9, 1983 the Rivershire Maintenance Funds, Inc., held an election to determine the issue of whether to raise the annual maintenance fee from \$144.00 to \$275.00 on each residence in Rivershire Subdivision, Section I. In accordance with the restrictions, 75% of the lot owners must vote in favor of such adjustment.

The issue passed by more than 75% vote of the lot owners.

WHEREFORE, the restrictions of Rivershire Subdivision Section I are henceforth amended to read that the annual fee shall be the amount of \$275.00 per year, per residence unless and until amended by proper action taken and recorded in the Deed Records of Montgomery County, Texas.

The \$275.00 per year per residence maintenance fee is effective as of April 9, 1983.

Executed this 23 day of February, 1984.

RIVERSHIRE MAINTENANCE FUNDS, INC.

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon by me, and was duly recorded in the official Public Records of Real Property of Montgomery County, Texas

Roy M. Norton
President

ATTEST:


FEB 28 1984

Russell S. Sutton
Secretary of
Rivershire Maintenance Funds, Inc.

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AFFIDAVIT:

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 23rd day of February, 1984.

Tricker W. Chamberlain
Notary Public in and for
The STATE OF TEXAS


FILED FOR RECORD

1984 FEB 28 PM 3:24

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS