STATE OF TEXAS) 1077270

COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS, that RIVERBEND, INC., a Texas corporation, with its principal place of business in Harris County, Texas, hereinafter called OWNER, has caused to be surveyed and platted a certain residential subdivision known as RIVERBEND ADDITION, as per plat filed for record in the Office of the County Clerk of Harris County, Texas, at 2:30 o'clock P.M., on December 19th, 1952, under File Number 1074216, and which Plat and the record thereof are hereby incorporated herein for all purposes; and OWNER does here and now, subject only to the easement rights for public service utility purposes as hereinafter provided, dedicate to public use all and every the streets, drives, ways, circles and public easements as shown on said plat.

The land embraced within said RIVERBEND ADDITION as platted and subdivided as hereinabove referred to is situated in Harris County, Texas, and comprises 56.375 acres more or less, a part of Lot No. 2 of the John D. Taylor League, and is described by metes and bounds as follows:-

STARTING at the Southeast corner of that certain tract of land conveyed by E.A. Peden to Hugo V. Neuhaus by deed dated March 9, 1926, and of record in Vol. 650, page 97 of the Deed Records of Harris County, Texas; and run THENCE West with the South line of said Neuhaus tract 63.2 feet more or less to point in the west line of Voss Road, and run THENCE North with the west line of Voss Road 0.85 feet to a point in a fence line for the beginning point of the 56.375 acre tract hereby described (said beginning point being one of the terminii of the common boundary line between the 56.375 acre tract now being described and the H.W. Rasmussen 34.4 acre tract, now owned by Mrs. Wilma Hallson, as said common boundary line was established by boundary agreement dated 11th day of November, 1952, and executed by and between the Estate of Hugo V. Neuhaus, Deceased, et al, and said Wilma Hallson and husband, D.C. McKenzie Hallson);

And from said beginning point as next above defined, run THENCE North 89° 0' West following said fence line and agreed boundary line 1083.8 feet more or less to a point in the center line of Buffalo Bayou;

THENCE run down stream following the meanders of the center line of the said Buffalo Bayou to the point of intersection of said center line of Buffalo Bayou with the center line of a gully which flows into said Buffalo Bayou from the East, said gully being that certain gully which formed the most Northern southerly boundary of that certain 30.096 acre tract conveyed by Guiseppe Abbate et al to Hugo V. Neuhaus by deed dated March 30, 1937, of record in Vol. 1044, page 611 of the Harris County Deed Records;

THENCE in an Easterly and Southeasterly direction with the upstream meanders of the center line of said gully to the point of intersection of the center line of said gully with the West line of that certain 5.5268 acre tract of land conveyed by Hugo V. Neuhaus, Jr., et al to Harris County by deed dated March 8, 1949, of record in Vol. 2081, page 656, Harris County Deed Records;

THENCE Southerly with the West line of said 5.5268 acre tract to the Place of Beginning, and comprising a substantial part of that certain property conveyed by E. A. Peden to Hugo V. Neuhaus by deed dated March 9, 1926, recorded in Vol. 650, page 97 Harris County Deed Records and a part of that certain tract conveyed by Guiseppe Abbate et al to Hugo V. Neuhaus by deed dated March 30, 1937, recorded in Vol. 1044, page 611 of the Harris County Deed Records.

OWNER hereby subjects said lands so embraced within RIVERBEND ADDITION to the covenants, conditions, reservations and restrictions herein set forth, and said covenants, conditions, reservations and restrictions are here and now made effective for the benefit of

64 6'

RIVERBEND, INC., and each and every its successors in title; and no invalidity, abandonment or waiver of any such covenant, condition, reservation or restriction shall affect or impair the binding force and effect of any other such covenant, condition, reservation or restriction. No violation of any covenant, condition, reservation or restriction shall impair the rights of any mortgagee or trustee under any mortgage or deed of trust effective at the time of such violation; but any party acquiring title under any foreclosure shall take the property subject to each and every said covenants, conditions, reservations and restrictions.

DEFINITIONS

The word "plot" as used herein means a parcel of land to be used for single residence purposes and irrespective of whether consisting of one lot or more or less than one lot.

"Out-building" as used herein means an enclosed covered structure not directly attached to the dwelling which it serves.

"Street" as used herein includes each and every street, drive, way, and circle shown on said plat.

USE OF PROPERTY

Subject only to the provisions herein contained with reference to the area marked "Reserve" on the above mentioned Plat, each and every lot and plot comprised within RIVERBEND ADDITION shall be used for single family residence purposes only; and no business, commercial or professional activity of any kind or character, and no condition which may be or become an annoyance or nuisance to the neighborhood shall be operated, conducted or permitted in RIVERBEND ADDITION; and no flat, duplex, apartment house or other building of any kind or character whatsoever shall be erected, maintained or used on any such lot or plot saving and excepting only a single family dwelling and such out-buildings as are customarily appurtenant to a private dwelling, and each such single family residence shall be a detached dwelling designed and used only for single family occupancy; provided only that until it shall have sold all of the lots in RIVERBEND ADDITION, RIVERBEND, INC., may maintain one field office in the Addition.

Saving and excepting only, such sewage disposal plant and facilities, if any, as RIVERBEND, INC., may install for the purpose of serving RIVERBEND ADDITION, no privy, outside toilet, cesspool or sewage disposal unit or facility shall be permitted at any location within RIVERBEND ADDITION, and all sewage from the property must be disposed of through connection with the sanitary sewer system serving the ADDITION.

No residence of a temporary character shall be erected or maintained on any lot.

Each owner of each and every lot and/or plot shall maintain the lot or plot owned by him in neat and attractive appearance, and shall keep drainage ditches on his property reasonably unobstructed, and shall cut grass, vegetation and weeds on the frontage part of the lot or plot as is reasonably necessary to maintain said lot or plot in neat and attractive appearance; and if any such owner fails in any of these matters RIVERBEND, INC., or RIVERBEND PLANNING COMMITTEE if such Committee be then in existence, may correct the default, in which event the owner shall be obligated to reimburse the party acting its reasonable costs in the matter.

The location, design and dimensions of all bridges and culverts must be approved before installation either by RIVERBEND, INC., or by RIVERBEND PLANNING COMMITTEE.

No shack, basement, garage, trailer, tent, barn or other out-buildin erected or placed on any lot in RIVERBEND ADDITION shall ever be used as

a residence either temporarily or permanently, saving and excepting only that living quarters of servants while actually and bona fide employed on the premises may comprise all or a part of an outbuilding or garage.

No lot or plot in RIVERBEND ADDITION shall be conveyed, leased, rented or given to, and no building erected thereon shall be used, owned or occupied by any person not of the white or Caucasian race. This prohibition, however, shall not inhibit any occupancy or use by persons not of the white or Caucasian race while employed as servants on the premises.

No sign, billboard or advertising structures of any kind shall be placed on any lot; provided, however, that any plot owner may install one (1) sign advertising the rental or sale of any particular plot, such sign in no event to exceed five (5) square feet in size; and provided further thatRIVERBEND, INC., may during its lot sales program erect and maintain signs of larger size.

No tank for storage of oil or other fluid may be maintained on any lot above the surface of the ground, except that RIVERBEND, INC., reserves for itself and its successors in interest the right to erect and maintain an elevated tank or tanks and other reasonable facilities for providing water service to the area.

No fence, wall, hedge, pergola or ornamental structure shall be erected or maintained on any lot nearer to the street than the residence building situated on the particular plot, and no out-building or garage of any kind or character shall be higher than the main residence building located on the particular lot or plot.

No animal or poultry of any kind shall be raised or permitted upon any lot, except that the keeping of dogs and cats as pets (but not for sale or board) shall be allowed.

No trash, ashes or other refuse may be thrown or dumped on any lot.

No radio or television aerial, pole or other framework, structure or device which extends more than five (5') feet above the upper-most roof line of the residence building on a particular lot or plot shall be erected at any location on said lot or plot or be attached to any improvement thereon; and no radio transmission device of any kind or character shall be installed in RIVERBEND ADDITION.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the roadway and property line.

LOT FRONTAGES AND LOCATION
OF IMPROVEMENTS

No detached garage shall be erected, maintained or used on either Lot 4, Lot 30, Lot 31, Lot 32, Lot 33, or Lot 34 of RIVERBEND ADDITION.

No attached garage in RIVERBEND ADDITION shall open toward any street adjacent to the plot upon which such garage is located; and no attached garage shall be placed nearer to the front property line than the residence set-back distance for the particular lot as shown in the following schedule.

Except as hereinafter expressly provided as to set-back lines where a plot embraces either more or less than one full lot, the residence building and all out-buildings to be erected on any lot or plot shall conform to the following schedule as to frontage, floor area and set-back distances:-

No. of Lot	Direction in which residence building is to front	Minimum ground floor sq. ft. area of residence building	Set back distance of residence building				Set back distance of detached garage and out-buildings			
			No.	So.	East	West	No.	So.	East	West
1	Westerly	1500	10	25	30	25	5	25	30	100
2	Westerly	1500	10	10	30	25	5	5	30	100
3	Westerly	1500	15	10	30	25	5	5	30	100
4	Westerly	1500	15	15	30	25		12½	30	25
5	Southerly	1750		15	30	15		100	5	5
6	Southeasterly	2000	15	25	15	15	5	5	100	5
7	Easterly	1500	10	10	25		5	5	75	5
8	Easterly	1500	10	10	25		5	5	100	
9	Easterly	1500	10	10	25		5	5	75	
10	Southeasterly	1500	10	25	25		5	25	75	
11	Southerly	1750	10	25	10	10	5	75	5	5
12	Southwesterly	1750	10	25	10	25	5	75	5	25
13	Westerly	1750	10	10	10	25	5	5	5	75
14	Westerly	1750	10	10	10	25	10	5	5	100
15	Southwesterly	2000		25	15	15		100	15	15
16	Southeasterly	2000		25	15	15		100	15	15
17	Easterly	2000	15	15	25		5	5	100	
18	Easterly	2000	15	15	25		5	5	75	
19	Easterly	1750	12½	12½	25		5	5	75	
20	Easterly	2000	12½	12½	25		5	5	75	
21	Easterly	2000	12½	12½	25		5	5	75	
22	Southeasterly	2000	10	25	25	10	5	75	75	5
23	Southerly	2000		25	12½	12½		100	5	5
24	Southerly	2000		25	12½	12½		100	5	5
25	Southerly	2000		25	12½	12½		100	5	5
26	Southerly	2000		25	12½	12½		100	5	5
27	Southerly	2000		25	12½	12½		100	5	5
28	Southeasterly	2000		25	15	15		100	5	5
29	Easterly	2000	10	10	25		5	5	75	
30	Northeasterly	2000	10	10	25	10	20		12½	12½
31	Northerly	2000	25		10	10	50		12½	12½
32	Northerly	2000	20		12½	12½	50		15	15
33	Northerly	2000	20		15	15	50		15	15
34	Northerly	2000	20		10	10	20		10	10
35	Northerly	2000	25		10	10	75		5	5
36	Northeasterly	2000	25	10	25	10	100	5	100	5
37	Easterly	2000	10	10	25		5	5	100	
38	Easterly	2000	10	10	25		5	5	100	
39	Easterly	2000	10	25	25		5	75	75	5
40	Southerly	2000	15	25			5	5		
41	Northeasterly	2000	15		25		5		75	
42	Northwesterly	1750	20		15	15	100			15
43	Easterly	1750	10	10	25		75	10	100	
44	Easterly	1500	25	10	10	10	100		5	5
45	Northeasterly	1500	25	10	25	10	75		5	25
46	Southwesterly	1750	10	25	25	10	5	100	100	5
47	Southwesterly	1750	15	15	10	25	5	5	10	100
48	Westerly	1750	10	10	10	25	5	5		100
49	Westerly	1750	10	10	10	25	5	5		100
50	Westerly	2000	12½	12½		25	5	5		100
51	Westerly	2000	12½	12½		25	5	5		100
52	Westerly	2000	12½	12½		25	5	5		100
53	Westerly	1750	10	10		25	5	5		100
54	Northwesterly	1750	25	10	10	25	75	5	5	75
55	Northerly	1750	25			10	100	5		5
56	Northeasterly	1750	25	10	25		75	5	75	5
57	Easterly	1750	10	10	25		5	5	100	5
58	Easterly	1750	10	10	25		5	5	100	
59	Easterly	1750	10	10	25		5	5	100	

60	Easterly	1750	10	10	25		5	5	100	
61	Easterly	1750	10	10	25		5	5	100	
62	Northeasterly	1750	10	25	25	10	5	100	75	5
63	Northwesterly	1750	10	25	30	25	5	25	30	100
64	Westerly	1750	12½	12½	30	25	5	5	30	100
65	Westerly	1750	12½	12½	30	25	5	5	30	100
66	Westerly	1750	12½	12½	30	25	5	5	30	100
67	Westerly	1750	25	10	30	25	75	5	30	100

Should any plot be created which comprises more or less than a full lot as shown on the plat of RIVERBEND ADDITION as hereinabove particularly referred to, said plot shall in all events have a frontage on each and every street on which the particular lot has a street frontage of either -

(a) not less than eighty (80) feet,

or -

(b) such number of feet as is not less than the frontage on the particular street of that one of the original RIVERBEND ADDITION lots contributing to said plot, and which original lot as per the Plat of RIVERBEND ADDITION has a lesser frontage on such street than any other original lot contributing to said plot,

whichever is the smaller, and the residence building, garage and out-building set back distances as applicable to said plot shall respectively conform to the residence, garage and out-building set back distances as per the foregoing Schedule are applicable to the lot which contributes the major portion of the street frontage of the particular plot.

APPROVAL OF PLANS

No building shall be erected, altered, placed or permitted to remain on any lot or plot until two copies of final plans, showing exterior specifications and plot plan have been approved in writing as to quality of materials and workmanship, harmony of exterior design with existing or proposed structures by either RIVERBEND, INC., or RIVERBEND PLANNING COMMITTEE; provided that if the approving authority fails to indicate its action in writing within thirty (30) days after any plot plan, building plan or specification shall have been submitted, then and in such event the submitted plan and/or specification shall be conclusively presumed to have been approved by such authority.

Submissions of plans and specifications for approval shall be in writing, and until the RIVERBEND PLANNING COMMITTEE, hereinafter provided for, shall have been constituted, proposed plot plans and building plans and specifications shall be submitted to RIVERBEND, INC., and said company shall act in the matter of approval or disapproval through either its president or any vice-president; but after said RIVERBEND PLANNING COMMITTEE is constituted said plans and specifications shall be submitted to such Committee which shall act in the matter through its duly authorized representative.

If and when RIVERBEND PLANNING COMMITTEE is constituted, said Committee shall have and is hereby given complete and final authority in the following matters:-

(a) The approval and disapproval of plot plans and building plans and specifications;

(b) The levying, collecting and use of all annual upkeep charges as herein provided for;

(c) The maintenance and operation of any water and/or sewer facilities which RIVERBEND, INC., may have theretofore installed, and the installation and operation of any such additional water and/or sewer facilities as said RIVERBEND PLANNING COMMITTEE shall

deem proper proper, provided only that said Committee shall not have any jurisdiction over any water or sewer facilities after same shall have been taken over by or become subject to the control of -

(1) any duly constituted Municipal authority having jurisdiction in the matter; or

(2) any regularly organized public service corporation serving the area.

RIVERBEND, INC., is expressly authorized at any and all times after as many as forty (40%) per cent of the residence lots comprised within RIVERBEND ADDITION have been sold and conveyed by it to arrange for the constitution of a planning committee to be known as RIVERBEND PLANNING COMMITTEE, and if said RIVERBEND PLANNING COMMITTEE shall not have been sooner constituted, it shall, upon notice and call of the owners of as many as ten (10) single family residence plots in RIVERBEND ADDITION, be constituted if and when as many as seventy-five (75%) per cent of the residence lots in RIVERBEND ADDITION have been sold and conveyed by RIVERBEND, INC.

If and when the constituttion of the RIVERBEND PLANNING COMMITTEE is due to be made, a meeting of the owners of residence plots in RIVERBEND ADDITION shall be called by parties owning ten (10) or more of such residence plots, and notice of said meeting shall be posted in two (2) places in RIVERBEND ADDITION and shall set forth the time and place of the meeting and state the purpose thereof. Plot owners shall be permitted to act either personally or through proxies appointed in writing, and plot owners represented either in person or by proxy at the meeting so called shall have full authority to act in all matters which may be presented to said meeting, including, but without limitation, the determination of those qualified to participate in said meeting; and each plot owner represented at said meeting either in person or by proxy shall have one vote for each single family residence plot then owned by such owner. The RIVERBEND PLANNING COMMITTEE shall be comprised of not less than three (3) persons who shall be elected at the meeting. All members of the Committee shall serve without pay and without personal liability of any kind or character, and upon the death, resignation, refusal or inability of any member of the Committee to serve the remaining members of the Committee shall fill the vacancy pending further action by the lot owners, which further action may be had at any time upon notice conforming to the requirements for notice of the original meeting to constitute the Committee. If and when said RIVERBEND PLANNING COMMITTEE shall be organized it shall have the right to adopt, and from time to time to amend, such by-laws, rules and regulations as it shall consider proper for the orderly transaction of its business. It shall also have full power to elect such officers as it shall determine and give to and vest in such officers such authority and power as the Committee shall deem proper; provided, however, that each and every annual Up-Keep charge shall be made and the proceeds thereof expended only for the purposes as hereinafter expressly provided.

EASEMENTS

Permanent and unobstracted easements are hereby dedicated and reserved across certain designated portions of the several lots for the purpose of facilitating the construction, maintenance and operation of sanitary sewer, telephone, drainage, electric, gas and other public utility facilities and services, and which easements are shown on the recorded plat of RIVERBEND ADDITION as hereinabove referred to, and said easements shall be and are hereby made a burden and charge against the respective affected lots by whomsoever owned. Likewise, similar permanent and unobstructed aerial easements five (5') feet wide from a plane twenty (20') feet above the ground upward are hereby dedicated and reserved for public utility purposes over and above all easements next above referred to.

A perpetual two (2') foot wide easement adjacent to the west boundary line of Voss Road is hereby designated and established off of the east ends of all lots and the RESERVE area, and no vehicular access to Voss Road of any kind or character shall ever be permitted or used over or across said easement; and RIVERBEND, INC., reserves to itself and to RIVERBEND PLANNING COMMITTEE, when said Committee is constituted, the right and option to erect and maintain a fence or wall on and along said easement, any said fence or wall to be of reasonable construction and in keeping with the usual practice in such matters.

No building or other permanent structure shall be erected or maintained on any part of any easement area, but the owner of any lot or plot may erect and maintain a fence, wall or hedge along the property line within such easement subject at all times to the prior right of use of the easement area for all public and quasi-public purposes.

REMOVAL OF SOIL MATERIAL

No lot or plot owner or other party shall remove sand, clay, rock or any other soil material of any kind or character from any location in RIVERBEND ADDITION for use at any location out side of RIVERBEND ADDITION.

FEE AND EASEMENT RIGHTS IN
STREETS AND EASEMENT AREAS

OWNER reserves for itself and its assigns the right to locate, construct, erect, maintain and operate within all street and easement areas, such sewer, water, gas, drainage and other pipe lines, conduits poles, wires and other facilities for conducting or performing any public or quasi-public utility service as they in their election shall consider proper to serve the community, together with the right of ingress and egress at all times for the purpose of maintaining and operating each and every said facilities and keeping said areas in good and attractive condition.

Neither RIVERBEND, INC., nor any utility company using the easements herein referred to, nor any employee of either of them, shall be liable for any damage to shrubbery, trees, flowers or other property of the owner situated on any such easement area.

No sale or conveyance by RIVERBEND, INC., of any lot or parcel of land in RIVERBEND ADDITION shall operate or be effective to convey title to any water line, gas line, sewer line, storm sewer, electric line, telegraph line, telephone line, pole, conduit or other utility or appurtenance theretofore constructed by RIVERBEND, INC., its agents or assigns, through, along or upon said premises or any part thereof for the purpose of serving said property or any other portion of said subdivision; and the right to maintain, repair, sell and/or in any other way deal with or dispose of such facilities and equipment is hereby expressly reserved by RIVERBEND, INC.

RIVERBEND, INC., by appropriate instrument, may assign or convey to any person, organization or corporation any or all of RIVERBEND, INC.'s rights, reservations, easements and privileges as herein reserved by it, and upon such assignment or conveyance being made, the

assigns or grantees may exercise, transfer and/or assign such rights, reservations, easements and privileges, or any one or more of them, at any time and from time to time, in the same way and manner as RIVERBEND, INC., is now authorized to do; provided, however, that in no event shall any rights pertaining to public service facilities ever be assigned to any one whomsoever saving and excepting only either to the RIVERBEND PLANNING COMMITTEE or to a Texas corporation authorized to conduct the particular utility rights to conduct which are assigned to it, or to a municipal corporation having jurisdiction in the area in which the particular rights are to be enjoyed.

CONCERNING ENFORCEMENT AND
WAIVER OF RIGHTS, MINOR
CHANGES IN RESTRICTIONS AND
ABANDONMENT OF EASEMENT RIGHTS

The covenants, conditions, reservations and restrictions herein set forth shall run with the land and bind RIVERBEND, INC., its successors and assigns; and all parties claiming by, through or under RIVERBEND, INC., shall acquire rights in all things subject thereto and shall be held to have agreed and covenanted with RIVERBEND, INC., its successors and assigns, and with each of them, to conform to and observe said covenants, conditions, reservations and restrictions as to the use of said lots and the construction of improvements thereon; but no covenant, condition, reservation or restriction herein set forth shall be personally binding on any party except in respect to breaches committed during such party's claim of the title to property affected hereby; and the owner or owners of any part of the above described land shall have the right, in addition to ordinary legal action for damages, to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach, or to enforce the observance, of the covenants, conditions, reservations and restrictions above set forth. Failure of RIVERBEND, INC., or any other party to enforce any of said covenants, conditions, reservations or restrictions at the time of any particular violation shall, in no event, constitute a waiver of the right to do so thereafter.

For itself and also for RIVERBEND PLANNING COMMITTEE, after said Planning Committee shall have been constituted, RIVERBEND, INC., reserves the right at any time and from time to time -

(a) to make minor changes in and additions to easement areas;
(b) to abandon any one or more easement areas if such abandonment shall be deemed proper; and
(c) to make minor changes in restrictions.

Violation of any restriction, condition, reservation or covenant as herein set forth shall give RIVERBEND, INC., the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner of the property on which the violation exists, and such entry, abatement or removal shall not constitute a trespass.

The violation of any restriction, condition, covenant or reservation shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith, but such liens may be enforced as against any or all property covered thereby, provided only that any purchaser at foreclosure sale shall acquire rights in the property subject to all applicable reservations, restrictions, conditions and covenants as herein provided.

RESERVE

In view of the fact that at the time of the execution hereof it has not been determined whether or not RIVERBEND, INC., will find it in order to dig a water well and/or install any sewerage disposal facilities to serve RIVERBEND ADDITION, the area marked RESERVE on the plat hereinabove referred to has not been subdivided into lots; and RIVERBEND, INC., expressly reserves the right to use all or any part of such RESERVE as to it shall seem proper for the installation of water and/or sewer facilities to serve the community; and should

it develop that RIVERBEND, INC., does not find it in order to utilize all of said RESERVE for said purposes, then and in such event RIVERBEND, INC., shall have the right to subdivide said RESERVE or the unused portion thereof into single family residence lots or plots, provided that in no event shall more than three such single family lots or plots be carved out of said RESERVE; and provided further that RIVERBEND, INC., also reserves the right to designate for playground and/or park use by the residents of RIVERBEND ADDITION such part of said RESERVE as it in its sole discretion shall deem proper to be designated for such purposes.

Saving and excepting only as to the uses hereinabove expressly authorized, no part of said RESERVE shall be used for other than single family residence purposes, and all restrictions, conditions, covenants and reservations herein provided are made expressly applicable thereto; provided only that if any part of said RESERVE shall be constituted a single family residence lot or plot RIVERBEND, INC., in designating said lot or plot shall also designate the respective set back distances for residence building, garage and outbuildings to be erected on said lots or plots.

CONCERNING WATER AND SEWER FACILITIES

While it is contemplated that one or more public service and/or municipal corporations may be organized in the near future to have jurisdiction of the installation, maintenance and operation of water and/or sewer facilities to serve RIVERBEND ADDITION and other adjoining properties, it is nevertheless provided that pending such organization RIVERBEND, INC., may find it in order to install, maintain and/or operate such water and/or sewer facilities, and subject to the express provisions hereinafter contained, and in accordance with the terms hereinafter set forth, RIVERBEND, INC., reserves to itself and to its successors the right to install, maintain and operate either or both of said facilities.

If any such facility or facilities are installed by RIVERBEND, INC., RIVERBEND, INC., shall bear the cost and expense thereof and such facilities shall be owned by RIVERBEND, INC., and it shall have the right at any time thereafter to transfer said facilities either to RIVERBEND PLANNING COMMITTEE when same shall be constituted, or to municipal and/or public service corporation or corporations; and if any such facility is transferred to RIVERBEND PLANNING COMMITTEE, said Committee in turn may transfer same to municipal and/or public service corporation or corporations.

If any such facility shall be so transferred to RIVERBEND PLANNING COMMITTEE such transfer shall expressly limit the rights of the Committee to the use and enjoyment of the facility free from rental or any other charge, and should any compensation ever be paid for any such facility by any municipal or public service corporation, such compensation shall be and belong to RIVERBEND, INC., and/or its assigns.

After any such facility has been transferred to a municipal or public service corporation, said corporation in its maintenance and operation of the facility shall have all rights proper to be exercised by such corporation in connection with the maintenance and operation of such facility; but pending the transfer of the facility to such a corporation the operator of the facility (RIVERBEND, INC., OR RIVERBEND PLANNING COMMITTEE, as the case may be) shall have the right to levy and collect monthly service charges sufficient in its judgment to provide for all maintenance and operation expenses incident to the particular facility; sewer service charge to be made on a uniform monthly charge basis for each single residence lot connected with and served by the facility, and the water service charge to be on a minimum uniform monthly charge basis for each single residence lot connected with and served by the facility plus a gallonage charge to cover water in excess of that covered by the

mi.imum charge. In all cases the operator of the facility shall have all rights and remedies to protect such operator in the payment of service charges to the same extent as are enjoyed by a public service corporation for such purposes.

CONCERNING ANNUAL SUBDIVISION
UP-KEEP CHARGES

OWNER reserves the right for itself, and also for RIVERBEND PLANNING COMMITTEE if and when said Committee is constituted, to levy an annual Riverbend Up-Keep Charge against each single family residence plot in RIVERBEND ADDITION.

The amount of the Up-Keep charge for any calendar year shall be fixed by the levying authority, and shall be levied against all residence plots in RIVERBEND ADDITION on a fixed and uniform dollar basis against each such plot; provided, however, that no such annual levy against any particular plot shall ever exceed $75.00; provided, however, that if RIVERBEND PLANNING COMMITTEE shall have been constituted, it shall have the right from time to time, but shall not be required, upon the prior written approval of the then owners of not less than seventy-five (75%) per cent of the single family residence plots in RIVERBEND ADDITION to increase the annual Up-Keep Charge to such figure in excess of $75.00 as said lot owners shall so approve; and provided further that if any single residence plot at the time of a particular levy has been constituted out of all or portions of any two or more lots in RIVERBEND ADDITION as said lots are shown on the hereinabove referred to Plat of said Addition, then said annual Up-Keep charge for the particular calendar year shall be determined by adding to the fixed and uniform dollar charge then being levied that part of said fixed and uniform dollar charge as is represented by a fraction having as its numerator the lineal feet frontage of said particular plot exclusive of that part of such lineal feet frontage as constitutes frontage of the lot which contributes the major part of said plot, and the denominator of which is the lineal feet frontage of all lots contributing to said particular plot, exclusive of that part of said frontage which constitutes frontage of the lot contributing the major part of the frontage of the entire plot.

The annual Riverbend Up-Keep charge for any particular calendar year shall be made by written notice stating the fixed and uniform dollar charge so levied, said notice to be posted on or before February 15th of the year for which the charge is made in at least two public places in RIVERBEND ADDITION, and payment of said charge shall be due to be made on or before the 1st day of April, next ensuing, and shall bear interest from due date until paid at the rate of six (6%) per cent per annum, provided that the levying authority may waive interest if such waiver is deemed proper.

If and when an annual Subdivision Up-Keep charge shall be made as hereinabove provided, each plot in RIVERBEND ADDITION shall be and become subject to a lien to secure the payment of the charge applicable to such particular plot. Foreclosure of such lien shall be had in accordance with the laws pertaining to foreclosure of mortgages on real estate; provided, however, that if foreclosure proceedings on account of any particular annual charge are not commenced within four (4) year from the due date of such charge the lien securing same shall immediately and ipso facto become void and of no further force and effect; and provided further that the lien attaching to any particular plot to secure any such annual Up-Keep charge shall be in all things subordinate and inferior to any other valid and legally enforceable lien then attaching to such particular plot.

Collections on account of any annual Up-Keep charge shall be used for the benefit of RIVERBEND ADDITION, and for only the following purposes:-

1. Collection and disposal of garbage, ashes, and other rubbish;

2. Maintaining street signs;
3. Maintaining, lighting, improving and beautifying streets, easements and other public areas;
4. Employing policemen and watchmen;
5. Installing and maintaining tennis courts, playgrounds, parks, drinking fountains, swimming pool and other ornamental and community features in any public street or park or on any land set aside for the general use of either the public or all lot owners in RIVERBEND ADDITION.
6. Caring for vacant lots and for such other general purposes as the levying authority may deem in the interest and for the welfare of said RIVERBEND ADDITION as a whole.

The levying authority is hereby authorized to determine the extent to which said charges shall be used for the respective purposes above stated, but in making allotments of funds they shall keep in mind the general welfare of the community.

Collections on account of annual Up-Keep charges shall be placed and kept in a separate and special account to be known as RIVERBEND MAINTENANCE FUND, and the levying authority will open up, keep and maintain a complete and detailed record of all levies and collections and showing particularly each and every levy and collection as to each particular plot and these records shall at reasonable times be open to examination by RIVERBEND plot owners.

If and when RIVERBEND PLANNING COMMITTEE shall be constituted as herein provided, RIVERBEND, INC., shall transfer and assign to said Committee all authority in connection with all matters pertaining to annual Up-Keep charges,and said Committee shall thereafter have and enjoy all rights theretofore proper to be exercised by RIVERBEND, INC., in connection with such matters and the collection and expenditure of the funds pertaining thereto.

For all purposes pertaining to annual Up-Keep charges the word "plot" denotes:-

(1) Each full lot as shown on the subdivision plat and held at the applicable time under one common ownership; and
(2) Each parcel of land held at the applicable time as an integrated property under one ownership and irrespective of whether embracing either more or less than one lot.

It is expressly provided that if at any time any plot theretofore subject to annual Up-Keep charge shall come within the limits of any incorporated town or city or shall be taken into the corporate limits of any incorporated town or city, then and in any such event the right to levy subsequent Up-Keep charges as against such plot may be terminated either by RIVERBEND, INC., if RIVERBEND PLANNING COMMITTEE has not been constituted, or by such Committee if it has then been constituted; and should said rights be so terminated any then unexpended funds theretofore collected hereunder from the owner of such particular plot in the nature of annual Up-Keep charges shall be promptly refunded to the then owner of said plot.

DURATION

The covenants and restrictions herein provided shall run with the land and shall be binding upon all owners of lots in RIVERBEND ADDITION, and all persons claiming under them for a period of twenty-five (25) years from the date that this instrument is filed for record in Harris County, Texas, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless prior to the beginning of the particular ten-year period by vote of the majority of the owners of the lots in RIVERBEND ADDITION on the bais of one (1) vote for each single family residence lot or plot owned, it is voted to alter, rescind, or modify the same, in whole or in part. Any such alteration, rescission or modification shall be evidenced by an instrument filed for record in the office of the County Clerk of Harris County, Texas, whereupon same shall immediately and ipso facto be and

become binding upon all property owners in RIVERBEND ADDITION.

IN TESTIMONY WHEREOF witness the signature and seal of RIVERBEND, INC., at Houston, Texas, this the 29th day of December, A.D., 1952.

RIVERBEND, INC.,

By _____
President

ATTEST:

_____
Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared George N. Allen, 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 RIVERBEND, INC.

GIVEN under my hand and seal of office this the 29th day of December, A.D., 1952.

_____

NOTARY PUBLIC in and for Harris County, Texas.

In accordance with the irrevocable direction and authorization of Hugo V. Neuhaus, Jr., Executor of the Estate of Hugo V. Neuhaus, Deceased, and also Individually, Kate Rice Neuhaus, a feme sole, Joseph R. Neuhaus, Philip R. Neuhaus and James Harrison Neuhaus, all of Harris County, Texas, and Katherine N. Munson and husband, Townsend Munson, of Bryn Mawr, Pennsylvania, as contained in their certain deed to RIVERBEND, INC., and which deed bears date November 21, 1952, and was filed for record in the Office of the County Clerk of Harris County,

Texas, on November 25, 1952, under File Number 1065805, FIRST NATIONAL BANK IN HOUSTON, TRUSTEE, both in its capacity as Trustee and for and on behalf of the above named Grantors to Riverbend, Inc., and all holders of that certain $144,807.50 vendor's lien note as described in said above referred to deed, approves the subdivision and platting of RIVERBEND ADDITION and the covenants, conditions and restrictions promulgated with reference thereto as particularly set forth and provided in the foregoing instrument executed by RIVERBEND, INC., under date December 29, 1952.

IN TESTIMONY WHEREOF witness our signature and seal this the 30TH day of DECEMBER A.D., 1952.

FIRST NATIONAL BANK IN HOUSTON,
TRUSTEE,

By _____
Vice-President

ATTEST:

_____
Asst Cashier

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared L. H. THOMAS, 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, and in the capacity therein stated, and as the act and deed of FIRST NATIONAL BANK IN HOUSTON, TRUSTEE.

GIVEN under my hand and seal of office this the 30 TH day of DECEMBER, A.D. 1952.

_____

NOTARY PUBLIC in and for Harris County, Texas.

In accordance with the irrevocable direction and authorization of Hugo V. Neuhaus, Jr., Executor of the Estate of Hugo V. Neuhaus, Deceased, and also Individually, Kate Rice Neuhaus, a feme sole, Joseph R. Neuhaus, Philip R. Neuhaus and James Harrison Neuhaus, all of Harris County, Texas, and Katherine N. Munson and husband, Townsend Munson, of Bryn Mawr, Pennsylvania, as contained in their certain deed to RIVERBEND, INC., and which deed bears date November 21, 1952, and was filed for record in the Office of the County Clerk of Harris County, Texas, on November 25, 1952, under File Number 1065805, THE SECOND NATIONAL BANK OF HOUSTON, TRUSTEE, both in its capacity as Trustee and for and on

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behalf of the above named Grantors to RIVERBEND, INC., and all holders of those six (6) second and subordinate vendor's lien notes as described in said above referred to deed, approves the subdivision and platting of RIVERBEND ADDITION and the covenants, conditions and restrictions promulgated with reference thereto as particularly set forth and provided in the foregoing instrument executed by RIVERBEND, INC., under date December 29, 1952.

IN TESTIMONY WHEREOF witness our signature and seal this the 31st day of December, A.D. 1952.

THE SECOND NATIONAL BANK OF HOUSTON, TRUSTEE,

By _____
Vice - President

ATTEST: _____
Cashier

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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, and in the capacity therein stated, and as the act and deed of THE SECOND NATIONAL BANK OF HOUSTON, TRUSTEE.

GIVEN under my hand and seal of office this the 31st day of December, A.D., 1952.

_____
NOTARY PUBLIC in and for Harris County, Texas.

Filed for Record Jan. 2, 1953, at 11:05 o'clock A.M

Recorded Feb. 12, 1953, at 9:45 o'clock A.M

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY A. E. Rogers Deputy