

**COVENANTS AND RESTRICTIONS
FOR
RIVERWOOD ESTATES**

THE STATE OF TEXAS

COUNTY OF SOMERVELL

WHEREAS, the Declarants herein are the Owners and intend to convey property described at Volume _____, Page _____, Real Records, Somervell County, Texas, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already effective against the above-described property.

DEFINITIONS

"Architectural Control Committee" shall refer to the "Developers" of this subdivision until such time as the Developers shall surrender, in writing, their positions on the committee.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property Owners Association" shall refer to an association to be created and comprised of all of the owners who shall own property within the subdivision. Membership in such association shall become automatic by an owner or owners upon the purchase of property in the subdivision by such person or persons.

"Properties" shall mean and refer to that one certain tract of real property herein described.

"Tract or Tracts" as used herein shall mean a tract or tracts as shown on the plat of this subdivision.

RESTRICTIONS

Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be individually subject to the following restrictions.

1. No tract shall be shall be used for any purpose other than residential purposes. Without limiting the meaning of residential, the definition of residential purposes shall specifically exclude the laying out of a roadway or easement across a lot to reach another tract, whether that other tract is used for residential purposes or otherwise. All plans for construction of structures within the subdivision shall be submitted to and approved by the Architectural Control Committee prior to any construction beginning. The Architectural Control Committee prior to any construction beginning. The Architectural Control Committee shall have the authority to grant any and all

variances to the restrictions set forth herein when it shall be deemed by the Architectural Control Committee that such variances are in the best interest of the applicant and the subdivision as a whole.

2. No dwelling shall be erected on said property consisting of materials other than brick, brick veneer, stone, stone veneer, rock or rock veneer, unless the above-mentioned material constitutes a minimum of seventy-five (75%) of the total outside area of said building. The foregoing restriction shall not apply, however, if the dwelling is to be of Victorian design. The undersigned, or the Architectural Control Committee, reserves the right to approve all designs prior to construction.

3. The total floor area of the main dwelling on each tract, exclusive of one-story open porches and garages, shall not consist of less than one-thousand six hundred (1600) square feet in the living area. All roofs must have an 8/12 pitch or steeper. Detached garages, workshops, and barns may be constructed on the property so long as they are of good construction, kept in good repair, and are not used for residential purposes and are constructed when the main dwelling is being constructed or at any time after the main dwelling is complete. Any and all such structures shall be constructed so as to be in harmony with the other structures on the same tract and all such structures shall be subject to prior written approval of the Architectural Control Committee.

4. Construction of new buildings only shall be permitted. No existing buildings may be moved to any tract in this subdivision and remodeled for purposes of converting said existing building to a dwelling unit. No single-wide or double-wide mobile home or any other type of mobile home may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any tract. All construction within the subdivision shall be completed within six (6) months of the date when such construction was begun.

No camper or recreational vehicle may be kept on the property for longer than 14 consecutive days out of a 30-day period prior to the construction of a permanent dwelling on the property, unless express written consent of the Architectural Control Committee is first obtained. After completion of the main dwelling, a camper or recreational vehicle may be stored on the property as long as the vehicle is not visible from any public road.

5. All easements that are shown on the recorded plat for the purposes of installations and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each tract owner and shall not be in any manner obstructed so as to hinder or defeat any such easement. All owners of properties within the subdivision shall grant any easements which may be shown to be necessary to serve the subdivisions or any other tract herein with utility services.

6. The building use restrictions which are hereby made covenants running with the land shall remain in full force and effect for a period of fifty (50) years from date of recording, and after which time said covenants shall be automatically extended for successive period of ten (ten) years unless an instrument signed by the majority of the then record owners of the tracts has been recorded, and said owners agree to change said covenants in whole or in part.

7. Building set-back lines shall be as shown on the recorded plat, or not nearer than seventy-five (75) feet from the front property line, and not nearer than twenty-five (25) feet to an interior side tract line.

No building of any kind shall be located on any tract nearer than twenty-five (25) feet to any property line. No homes shall be located on any tract nearer than seventy-five (75) feet to any public road, provided, however, as to any tract, the Architectural Control Committee, and in its sole discretion, may waive or alter any such setback line if such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Real Records of Somervell County, Texas. All homes must face generally toward Riverwood Drive, and no fences of any kind shall extend beyond the front of said dwellings.

All dwellings placed on subject property must be equipped with septic tank or other sewage disposal system that meets applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

The location of the building refers to the main part of the building and for the purposes of these restrictions and covenants caves, steps or stoops and uncovered porches or terraces shall not be construed as part of the building, excepting they shall not be constructed so as to permit any portion of a building to encroach upon another tract.

Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than fifty (50) feet from any dedicated roadway. No septic tank may be shared with another property owner. No more than one (1) septic tank may be constructed and maintained on the property, unless the owner secures a certificate from a registered professional civil engineer stating that the construction, location and maintenance of more than one (1) septic tank will not pose any pollution, danger or nuisance to adjoining property owners. No outside toilet(s) shall be built or used on the premises.

8. No temporary dwellings shall be moved on, or erected on, said property to be used as a residence.

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

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

11. No vehicle of any size, which normally transports inflammatory or explosive cargo, may be kept in this subdivision at any time. No such vehicles shall be parked for any period of time on the roads serving the interior of the subdivision.

No inoperable vehicles or machinery or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn, or garage when not in use.

No junkyard, pipe yard, wrecking yard or other similar business activity shall be allowed on any of the property.

12. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any tract, except dogs, cats or other household pets may be kept, in reasonable numbers, and provided they are not kept, bred or maintained for any commercial purposes. Horses, ponies, donkeys, mules, goats, sheep, hogs, potbelly pigs, monkeys, fowls, and cows shall not be deemed as household pets, and shall not be permitted.

14. No tract shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in sanitary condition. Any burning conducted by a tract owner or occupant shall be approved in advance in writing by the Developer or by the Architectural Control Committee once all of the tracts in the subdivision are sold. No waste materials, pesticides or other such similar chemicals shall be used on any tract in any manner that might contaminate drainage areas within the subdivision leading to creeks, stock tanks or lakes.

15. Owners and occupants (including lessees) of any lot or tract shall jointly and severally have and so exercise the duty and responsibility, at their sole cost and expense, to keep and maintain said lot or tract so owned and occupied, including buildings, improvements, grounds or drainage easements, the area between the pavement and the lot line of the abutting lot, or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all

times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removals of all litter, trash, refuse, and waste;
- (b) Lawn mowing on a regular and as needed basis;
- (c) Tree and shrub pruning;
- (d) Watering of landscaped areas;
- (e) Keeping of exterior lighting and maintenance facilities in working order;
- (f) Keeping of lawn and garden areas alive, free of weeds, and attractive;
- (g) Keeping of parking areas, driveways and roads in good repair;
- (h) Complying with all government, health and police department requirements;
- (i) Cleaning of landscaped areas lying between street curbs and lot lines, unless such streets and/or landscaped areas are expressly designated to be common properties maintained by applicable governmental authorities or the Property Owners Association;
- (j) Repair of exterior damage to improvements; and
- (k) Repainting of improvements.

16. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within fifteen (15) days after reviewing such notice, remedy the problem addressed.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to either restrain violation and/or to recover damages.

17. When two (2) tracts that adjoin each other the full length of one common size are owned by the same person, then said tracts shall be treated as one (1) oversized tract, and the restrictions pertaining to side tract lines shall be regarded only as to the four (4) outside tract lines and without regard to the said common tract line, except that nothing herein shall abridge, abrogate and annul any easement or other restrictions or covenants of this subdivision.

18. The Developer, Architectural Control Committee or other persons having any right, title or interest in any tract, lot or parcel of land located in this subdivision shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure and to recover damages resulting from such violations. The Developer retains the right to grant variances of any of the restrictions or covenants herein.

Violation of any restrictions or conditions or breach of any covenant herein contained shall give to the Developer, the Architectural Control Committee and/or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner, and, in addition thereto, the Developer, the Architectural Control Committee, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

19. Nothing herein shall be construed to prevent the enforcement of these restrictions and covenants by any party hereto, their heirs or assigns or by any person or persons owning any real property situated in said development or subdivision hereby restricted and to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, nor to prevent any legal entity from so enforcing as prescribed by statute.

20. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway shall install appropriate culverts or drainage pipes under the driveways as determined by the county commissioner.

21. These covenants shall run with the land and shall be binding upon the property unless a vote of sixty-six and two-thirds percent (66 2/3%) of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, or to grant a variance, which must be done in writing and filed for record in the Somervell County Real Records. However, the Architectural Control Committee may also grant a variance if the Architectural Control Committee determines that such variance is necessary to permit effective utilization of a tract.

22. All functions of the Developer herein provided for may be transferred by Developer to the Property Owners Association at any time after the sale or contract for sale of 2/3 of the tracts within the subdivision. Such transfer of functions shall be at the discretion of the Developer, but in any event, the Developer shall transfer such functions to the Property Owners Association when all tracts in the subdivision shall have been sold. An Architectural Control Committee consisting of three individuals is hereby established. The individuals serving on the Architectural Control Committee must be individuals who own property within the Riverwood Estates subdivision. The terms of office of the initial members shall continue until the first to occur of the following events: (a) the date on which one hundred percent (100%) of all the tracts shall have been conveyed to owners other than a person or persons constituting or affiliated with the Developer of this subdivision; or (b) the surrender in writing by the Developer of his right to appoint or remove members of the Architectural Control Committee as set forth below. Thereafter, the terms of each Architectural Control Committee as set forth below. Thereafter, the terms of each Architectural Control Committee member shall be paid of two (2) years or until the appointment of his/her successor. Any new member appointed to replace a member who has died, resigned, or been removed, shall serve such member's unexpired term. Members who have resigned, been removed, or whose terms have expired, may be reappointed.

The right to appoint and remove all members of the Architectural Control Committee at any time shall be and is hereby vested solely in the owners of tracts within the subdivision, including the Developer (the "Owners"); provided, however, that the Developer reserves the right to appoint and remove members until the expiration of the terms set forth above. Any member of the Architectural Control Committee may at any time resign from the committee by giving written notice thereof to the developer, if, pursuant to this paragraph, the developer has the right to appoint a successor to such member, or if the developer does not have the right, to the Owners.

Except as other wise provided above, vacancies on the Architectural Control Committee, however caused, shall be filled by vote of the majority of Owners. The Owners shall be entitled to one vote per tract owned at the time of such vote. A vacancy shall be deemed to exist in case of death, resignation or removal of any member. Failure of the Owners to fill any vacancy in the Architectural Control Committee shall not prevent any action by the Committee on any matter to the extent that two members thereof each join in an consent thereto.

Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee on any matter before it.

The Developer/Property Owner's Association shall have the right to make assessments to carry out their stated purposes. No assessments shall be higher than the rate of twenty-five (\$25.00) dollars per month per lot without action of 2/3 of the Property Owner's Association.

Executed this ____ day of March, 2002.

BEEMAN INVESTMENTS



BY: DON THREADGILL, Trustee

(Acknowledgment)

STATE OF TEXAS
COUNTY OF SOMERVELL

This instrument was acknowledged before me on the ____ day of March, 2002, by DON THREADGILL, Trustee, of BEEMAN INVESTMENTS.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

TIMOTHY L. (TIM) RUDOLPH
P.O. BOX 1395
GLEN ROSE, TX 76043

PREPARED IN THE OFFICE OF:

TIMOTHY L. (TIM) RUDOLPH
P.O. BOX 1395
GLEN ROSE, TX 76043