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**Brazos County, TX  
Karen McQueen  
County Clerk**

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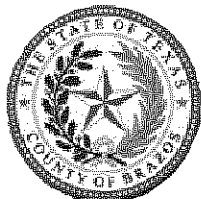
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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of BRAZOS COUNTY, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

**FIRST AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS RESERVATIONS AND RESTRICTIONS  
OF THE RIVER PLACE SUBDIVISION**

After Recording, Return To:  
Stephanie Quade  
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**FIRST AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS RESERVATIONS AND RESTRICTIONS  
OF THE RIVER PLACE SUBDIVISION**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS           §**

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This First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of the River Place Subdivision (the "Declaration") is made by Owners of at least a majority, fifty percent (50 %) plus one (1), of the LOTS in the River Place Subdivision (as same is defined below), and shall be effective upon recording in the Real Property Records of Brazos County, Texas.

WHEREAS, Robo Investments, Inc., a Texas corporation ("Declarant") filed of record that certain Declaration of Covenants, Conditions Reservations and Restrictions of the River Place Subdivision Phase I (the "Phase I Declaration") under Brazos County Clerk's File No. 0726276; and

WHEREAS, Declarant filed of record that certain Declaration of Covenants, Conditions Reservations and Restrictions of the River Place Subdivision Phase II (the "Phase II Declaration") under Brazos County Clerk's File No. 074754; and

WHEREAS, Declarant filed of record that certain Declaration of Covenants, Conditions Reservations and Restrictions of the River Place Subdivision Phase III (the "Phase III Declaration") under Brazos County Clerk's File No. 00756617; and

WHEREAS, the Phase I Declaration, the Phase II Declaration and the Phase III Declaration shall be referred to herein collectively as the "Original Declaration"; and

WHEREAS, the River Place Property Owners' Association, Inc. d/b/a River Place Association, a Texas non-profit corporation, (the "ASSOCIATION") administers the RIVER PLACE SUBDIVISION ("RIVER PLACE" as same is defined in detail hereinbelow) for the mutual benefit and pleasure of the present and future property owners in such subdivision; and

WHEREAS, the LOTS in River Place are encumbered by all of the covenants, reservations, and other provisions hereinafter set forth; and

WHEREAS, we the undersigned, being the OWNERS of at least a majority of the LOTS in River Place, desire to amend and restate the Original Declaration in its entirety.

NOW THEREFORE, the undersigned, being the OWNERS of at least a majority of the LOTS in River Place, do hereby make, adopt, and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants,

conditions and stipulations, each of which shall be applicable to RIVER PLACE, which compromises all of the designated LOTS in RIVER PLACE SUBDIVISION PHASE I, RIVER PLACE SUBDIVISION PHASE II and RIVER PLACE SUBDIVISION PHASE III, according to the maps or plats thereof filed in record at the office of the County Clerk of Brazos County, Texas.

This Declaration shall replace in its entirety the Original Declaration, and each and every LOT within River Place shall be and are hereby made subject to the covenants, conditions and restrictions contained in this Declaration, and every LOT shall hereinafter carry with it all the rights, privileges and obligations contained in this Declaration as hereinafter set forth in detail.

### I. DEFINITIONS

The following terms when used herein shall have the following meanings:

1. "ASSOCIATION" shall mean and refer to RIVER PLACE PROPERTY OWNERS' ASSOCIATION, INC., d/b/a River Place Association, a Texas non-profit corporation, provided for in this document, its successors, replacements, and assigns. The ASSOCIATION has jurisdiction over all properties located within the land encumbered by this Declaration, as same may be amended from time to time. For purposes of clarity, when "ASSOCIATION" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the BOARD, as defined herein, to carry out the authority, rights, remedies and obligations of the ASSOCIATION.
2. "BOARD" means the Board of Directors of the ASSOCIATION as provided within the Bylaws.
3. "BYLAWS" means the Bylaws of the ASSOCIATION as they may be amended from time to time.
4. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this Declaration, its successors and assigns.
5. "COMMON AREAS" shall mean all real property owned in fee or held in easement, lease, or license by the ASSOCIATION for the common use and enjoyment of OWNERS.
6. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, TV antennas, and/or other utilities.

7. "LOT" or "PARCEL" shall mean those plots of land shown on the map or plat of the SUBDIVISION, or any replats thereof, filed of record with the Clerk of Brazos County, Texas, with the exception of those plots of land designated as Reserve Tracts, and reservations hereinafter made.
8. "RECORDING DATE" shall mean the date this Declaration is filed of record with the County Clerk of Brazos County, Texas.
9. "OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in RIVER PLACE, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession; any PERSON or entity leasing, renting, or otherwise occupying any LOT or part thereof; and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale. Persons or entities holding title only as a lienholder shall not be an OWNER for purposes of this Declaration.
10. "PERSON(S)" shall refer to any natural person, individual(s), and/or any entity unless the context indicates otherwise having the legal right to hold title to real property.
11. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designated to guide or control the application and review procedures, construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.
12. "RIVER PLACE" and/or the "SUBDIVISION" shall mean collectively the River Place subdivision comprised of the following:

RIVER PLACE SUBDIVISION PHASE I, according to the map or plat thereof filed of record in Vol. 3916 Page 201 of the County Clerk of Brazos County, Texas.

RIVER PLACE SUBDIVISION PHASE II, according to the map or plat thereof filed of record in Vol. 4178 Page 311 of the County Clerk of Brazos County, Texas.

RIVER PLACE SUBDIVISION PHASE III, according to the map or plat thereof filed of record in Vol. 4321 Page 174 of the County Clerk of Brazos County, Texas.

References to the singular shall include the plural, and the plural shall include the singular.

Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

## II. RESERVATIONS

1. In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such thoroughfares are referred to as drives, avenues, roads, lanes, ways, parkway, boulevards, or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in the ASSOCIATION the following rights, titles, and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of the ASSOCIATION conveying any property in RIVER PLACE or any part thereof:
  - A. The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in the ASSOCIATION subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.," to the public for ordinary roadway purposes only.
  - B. The ASSOCIATION reserves for itself, its successors and assigns, a perpetual nonexclusive easement to enable a utility provider to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in RIVER PLACE. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
  - C. The ASSOCIATION acknowledges that title is vested in the respective utility provider in and to all water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines, wires, conduits and all appurtenances thereto constructed by Declarant or its agents in all of said streets in RIVER PLACE, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such

pipes, mains and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.

- D. The ASSOCIATION acknowledges that the Original Declaration reserved for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10) foot strip around the entire perimeter of each PARCEL in RIVER PLACE. The ten (10) foot strip shall be measured from the property line of each PARCEL inward. With respect to such easement, the ASSOCIATION shall have the right to enable a utility provider to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements are easements ten feet (10') wide at and below normal ground level, extending upward to a plane one hundred twenty feet (120') above the ground, and from said plane and easements twenty feet (20') in width, extending five feet (5') in width adjacent to and on both sides of the utility easements on each PARCEL. The ASSOCIATION has been vested with the exclusive right to grant franchises and easements to other utility providers to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.

The ASSOCIATION its successors and assigns, has been vested with a perpetual drainage easement that shall be coextensive with the above described ten-foot (10') utility easements.

The ASSOCIATION its successors and assigns, has been vested with a perpetual electrical utility easement located along all streets, both public and private, in RIVER PLACE. Said electrical easement shall be ten feet (10') wide at ground level, extend upward to a plane one hundred twenty feet (120') above the ground and from said plane, and upward the easement is twenty feet (20') wide.

- E. The ASSOCIATION, its successors and assigns has the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing the IMPROVEMENTS.
- F. The conveyance of any PARCEL in RIVER PLACE by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles, and easements heretofore vested in the



ASSOCIATION in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, property, or any part thereof, of any other section of the SUBDIVISION. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly vested in the ASSOCIATION.

- 2. The foregoing reservations of rights and easements shall not obligate the ASSOCIATION to exercise any of such reserved rights and easements.
- 3. The invalidity, abandonment, or waiver of any one or more of the foregoing reservations, any sentence, clause, and/or part thereof shall not affect the remaining reservations, sentences, clauses, and/or parts thereof, which shall remain in full force and effect.

### III. RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of LOTS in RIVER PLACE as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy, and conveyance of all the PARCELS in RIVER PLACE. Every contract, deed, or conveyance that may be hereafter executed with regard to any of the PARCELS in RIVER PLACE shall be conclusively deemed to have been executed, delivered and accepted subject to the following *Restrictions*, even if the *Restrictions* are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such PARCEL.

#### 1. BUILDING AND CONSTRUCTION RESTRICTIONS

***NOTE WELL:*** *The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their LOT or IMPROVEMENT to ensure they comply with all of the provisions set forth herein and in the guidelines. Work commenced, performed, or completed without prior approval as required herein, in the guidelines, or otherwise in violation of the terms of this Declaration, the guidelines, or applicable law may subject the OWNER of the LOT to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the LOT and/or IMPROVEMENT be restored to its original condition.*

## 2. ARCHITECTURAL CONTROL COMMITTEE APPROVAL REQUIRED

No buildings, hardscape, additions, modifications or IMPROVEMENTS may be erected, placed or performed on any LOT until the construction plans and specifications including, but not limited to, the site plan, design development plan, exterior plan and landscaping plan have been submitted both in electronic and hard-copy format and approved in writing by the COMMITTEE as hereinafter provided. The COMMITTEE is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the OWNER requesting same is not a Member in Good Standing. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to brick color and paint color that may be used when building each design. The COMMITTEE or the BOARD may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the BOARD, experienced or qualified to review same, who may then render an opinion to the COMMITTEE or BOARD. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the IMPROVEMENT or the ultimate construction thereof. In the event the COMMITTEE fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved.

The BOARD and/or the COMMITTEE shall have the authority hereunder to require any OWNER or OWNER's agents or contractors to cease and desist in constructing or altering any Improvements on any LOT, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the guidelines or any other documents promulgated by the BOARD and/or the COMMITTEE. The violating OWNER shall remove such violating IMPROVEMENTS or sitework at its sole expense and without delay, returning same to its original condition or bringing the LOT and/or IMPROVEMENT into compliance with the Declaration, COMMITTEE documents and any plans and specifications approved by the COMMITTEE for construction on that LOT. If an OWNER proceeds with construction that is not approved by the COMMITTEE, or that is a variance of the approved plans, the ASSOCIATION may assess fines as provided for herein, and may continue to assess such fines until COMMITTEE approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each OWNER acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the

IMPROVEMENTS involved; however, the COMMITTEE may refuse to approve similar proposals in the future.

Written notice may be delivered to the OWNER, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on OWNER as if actually delivered to OWNER.

The COMMITTEE or its agents or assigns shall have the right, but not the obligation, to enter any LOT or Homesite to determine if violations of this Declaration, the Guidelines, or any other documents promulgated by the COMMITTEE exist. In so doing, the COMMITTEE shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the ASSOCIATION or its agent be liable for any accounting or other claim for such action.

The COMMITTEE shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and eighteen (18) months to complete construction, including landscaping. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the COMMITTEE. If no construction has been commenced within the twelve (12) month period after COMMITTEE approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

The COMMITTEE has the right to charge a review fee, to be established by the BOARD, for review of any plans or specifications submitted for approval to the COMMITTEE.

**3. SINGLE FAMILY**

Except as otherwise herein provided, each PARCEL in RIVER PLACE shall be used only for non-commercial single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No Dwelling may be occupied by more than one single family. By way of illustration, the following are examples of an approved single family.

**EXAMPLE NO. 1: Owners are Husband and Wife.**

Approved residents are:

- a) children of husband and/or wife;
- b) no more than a total of 2 parents of the husband or wife;
- c) one unrelated person; and
- d) one household employee

**EXAMPLE NO. 2: Owners are Domestic Partner One and Domestic Partner Two.**

Approved residents are:

- a) children of either or both domestic partners;
- b) no more than a total of 2 parents of the domestic partners;
- c) one unrelated person; and
- d) one household employee

**EXAMPLE NO. 3: Owners are Roommate One and Roommate Two.**

Approved residents are:

- a) children of either or both roommates;
- b) no more than a total of 2 parents of the roommates;
- c) one unrelated person; and
- d) one household employee

Rental or lease of a residence to a single family is permitted. Rental or lease of rooms to multiple tenants is prohibited.

- A. No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire LOT and/or homesite. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any PARCEL in the Residential portion of RIVER PLACE: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments for Lease to the general public, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature.
- B. No residence shall be constructed on any PARCEL that has an under roof living area of less than the following square feet, excluding porches, garages, patios and the like.

**RIVER PLACE SUBDIVISION PHASE I:** minimum square footage requirements shall be as follows:

- i. LOTS 36-44 Block One (1) – 3,000 square feet
- ii. LOTS 24-35 Block One (1) – 2,800 square feet
- iii. LOTS 1-5, plus reserve lot Block One (1) – 2,600 square feet
- iv. LOTS 1-4 Block Two (2) – 2,600 square feet

**RIVER PLACE SUBDIVISION PHASE II:** minimum square footage requirements shall be as follows:

- i. LOTS 6-14A of Block One (1) – 2,600 square feet
- ii. LOTS 15-18, 22, 23 of Block One (1) – 2,800 square feet

RIVER PLACE SUBDIVISION PHASE III: minimum square footage requirements shall be as follows:

- i. LOTS 19-21 – 2,800 square feet

Notwithstanding anything contained herein to the contrary, the COMMITTEE shall have the authority, at its sole discretion, to determine the maximum square footage allowable, on a case-by-case basis.

- C. No IMPROVEMENT greater than thirty-two (32) feet in height may be constructed on any LOT without the prior written approval of the COMMITTEE. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed IMPROVEMENT to the ridge line of the roof of the proposed IMPROVEMENT.
- D. All single-family residential dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the COMMITTEE. Masonry includes ceramic tile, brick, rock, stucco, and all other materials commonly referred to in the College Station, Texas, area as masonry.
- E. All dwellings must include at least a two-car garage constructed of seventy-five percent (75%) masonry. All dwellings currently constructed in Phase II with less than seventy-five percent (75%) masonry shall not be considered to be in violation of this provision. This provision is enforceable as to new construction in Phase II.
- F. The surface of all roofs of principal and secondary structures shall be shakes, tile, quality composition shingle, or approved metal roof. The COMMITTEE shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the appearance and aesthetics of the neighborhood.
- G. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any LOT, the location and installation design thereof shall be pursuant to the Solar Devices and Roofing Materials Policy adopted by the BOARD.
- H. The COMMITTEE shall have the right to impose limitations on driveway design, including material, aprons, location and point of contact with dedicated roads, streets, or private driveway within the Property.

- I. All driveways shall be constructed of concrete or hot-mix asphalt. No gravel rock, limestone, dirt, milled asphalt or other forms of materials shall be permitted.
- J. The COMMITTEE shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed, or permitted on any LOT. All tanks shall be screened so as not to be visible from any other portion of the Property.
- K. The COMMITTEE shall have the right to require an OWNER to mitigate noise from external devices such as pool filters, septic circulators and air conditioning units.
- L. Only one single-family dwelling and appurtenances thereto, such as garages and barns, may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack or other temporary building, IMPROVEMENT, or structure shall be placed upon a LOT without the prior written approval of the COMMITTEE; provided, however, that the COMMITTEE may authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, buildings and foremen on a LOT during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.
- M. All out buildings, barns, garages, enclosures or other structures must secure prior written approval of the COMMITTEE before any such building can be erected or placed on a LOT.
- N. No eighteen (18) wheel tractor trailer trucks shall be allowed to park in the SUBDIVISION or on any LOT.
- O. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than fifty feet (50'), or nearer to either side of the property line than twenty-five feet (25'), or nearer to the back property line than fifty feet (50').
- P. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of eighteen (18) inch diameter pipe culvert or such larger diameter as the COMMITTEE shall require. Additionally, the pipe shall have a 6 to 1 slope as extended beginning at the exposed portion of the pipe to the end thereof.
- Q. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to commencement of construction of a building or IMPROVEMENTS. All materials must be

placed within the building lines as established above. At the completion of construction of the building or IMPROVEMENT, excess or scrap material must be immediately removed from the premises.

- R. No stumps, trees, underbrush, refuse of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements;
- S. Exposed openings resulting from any excavation made of any PARCEL shall be back filled and the disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding, or sodding. No change of elevation on any PARCEL greater than five feet (5') shall be made without prior written approval of the COMMITTEE;
- T. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic or sewage disposal system, in accordance with Brazos County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations. The installation of septic systems are subject to prior written approval of the COMMITTEE.
- U. Mailboxes shall be erected and maintained on each LOT upon which a residence is situated and shall be fixed on masonry stanchions (columns) as approved by the COMMITTEE. No metal or wood post stands are permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of size and shape conforming to postal authority standards for single-family residential postal depositories. Mailboxes shall be located in accordance with postal regulations. Any mailbox in Phase I that does not conform at the time this document is approved shall not be considered to be a deed restriction violation; provided however, that any replacement of a mailbox in Phase I must comply with this provision.
- V. The COMMITTEE may approve or disapprove, for any or no reason, at its sole discretion any item in this Article III, Section A.

#### 4. GENERAL RESTRICTIONS

- A. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of the SUBDIVISION shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the SUBDIVISION that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or

serenity of the OWNERS of surrounding LOTS and users of the COMMON AREAS. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the BOARD. The BOARD may adopt rules or policies to further define what constitutes a nuisance, as warranted.

- B. The operation of motorized vehicles of any type is forbidden on the COMMON AREAS.
- C. No trade, business or commercial activity of any kind shall be conducted on any LOT within that portion of RIVER PLACE affected by this Declaration, except such use within a dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the dwelling or homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the BOARD. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility are expressly prohibited.
- D. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept on any LOT within RIVER PLACE for commercial purposes. Each LOT shall be allowed one animal unit (au) every one (1) acre or fraction of an acre. No LOT shall have more than 12 animal units, regardless of size of acreage. One animal unit (au) is defined as:

1 cow = 1 au

1 horse = 1 au



1 dog or cat = ½ au (Maximum 4 dogs or cats)

There will be no swine, chickens, ducks, geese, goats, or sheep allowed on any LOT within RIVER PLACE. There will be no wild, exotic, or naturally undomesticated animals caged or otherwise kept on any PARCEL within RIVER PLACE. All dogs shall be kept on leash, held by a responsible person, penned, and/or confined to the OWNER'S property. No dogs shall be allowed to run loose.

- E. No sign(s), except sign(s) advertising property for sale (not exceeding five (5) square feet in size), advertisement billboard, and/or advertising structure of any kind may be erected or maintained on any PARCEL without the consent in writing of the COMMITTEE. Members of the COMMITTEE shall have the right to enter and remove any such sign, advertisement, billboard, and/or structure that is placed on any PARCEL without said consent, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other sort in connection therewith or arising from such removal.

Security Signs/Stickers provided to an OWNER by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

- F. No part of RIVER PLACE shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s); tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Such vehicles may be kept, parked, stored, or maintained on other portions of a LOT only within an enclosed structure or a screened area which prevents the view thereof from adjacent LOTS or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- G. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their PARCELS or on the easements or on the alley or the streets abutting the same. During any construction project, all debris, materials or garbage must be secured in enclosures, dumpsters or other containers and are to be regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming

unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep the drainage easements free of obstructions. Each LOT must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed ten (10) inches in height. If a LOT is not in compliance with this regulation, the ASSOCIATION, subject to notice and an opportunity to be heard as may be required by law, may mow the premises and/or remove any trash, rubbish or debris and bill the LOT OWNER for the cost thereof. Said bill will be deemed an additional Assessments and failure to pay such bill shall be governed by Article VI Paragraph 2 and Article IX.

- H. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- I. All construction projects shall be completed within the timeframe stipulated by the COMMITTEE. After such time, all tractors, trailers, and offices must be immediately removed. Failure to timely complete construction, shall be deemed to be a violation of this Declaration.
- J. No act may be performed that is likely to pollute the air, water or soil in any part of RIVER PLACE, nor may any OWNER violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City.
- K. No firearms may be discharged in RIVER PLACE or on any PARCEL, easement or common area.
- L. Fireworks may be discharged during state holidays on the OWNER'S LOT provided use is in accordance with all Local, County and State regulations and the display remains on and is contained on that property and all debris is removed/cleaned within 24 hours of discharge. Adequate fire prevention provisions will be on hand during the discharge to ensure there are no unintentional fires.
- M. Representatives of the ASSOCIATION or the COMMITTEE may from time to time, at any reasonable hour, enter and inspect any part of RIVER PLACE to ascertain compliance with this Declaration, or any amendments hereto.
- N. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any LOT, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any LOT. No derrick or other structures designed for use in boring or drilling for oil,

natural gas, or other minerals shall be erected, maintained, or permitted on any LOT save and except existing locations at time of plat approval.

- O. The COMMITTEE may approve or disapprove, for any or no reason, at its sole discretion any item 1-14 above.

**5. SPECIAL RESTRICTIONS (LAKE LOTS AND THE USE OF THE LAKE)**

- A. A Lake approximately 24 acres is reflected in the Plat. However, the ASSOCIATION makes no guarantee as to the water level or clarity of the Lake. The ASSOCIATION reserves the right to pump water into or out of the Lake as it so chooses.
- B. Any piers or similar structures must be constructed so as to not protrude more than ten feet (10') from property line or water line, whichever is closer.
- C. All piers or docks must be no more than one hundred (100) square feet in size.
- D. No septic tanks shall be located on any PARCEL nearer to the back property line than 120 feet.
- E. No boat with more than a nine (9) horse power motor shall be allowed onto the Lake.
- F. No floating objects of any type shall be secured to any structure on the Lake other than an OWNER'S pier or dock, nor shall any floating object be anchored in the Lake.
- G. Each LOT on the Lake may have a portion covered by water from time to time. The shoreline and LOT line are not one and the same.
- H. OWNER shall establish a grass lawn by means of sodding or blanket seeding from the house occupying the LOT down to the bulkheading at the edge of the Lake and shall mow and maintain said area in conjunction with the rest of the LOT. OWNER shall also be responsible for keeping beach area between the bulkheadings and Lake free of debris and trash.
- I. No cows or horses shall be allowed on LOTS adjacent to the Lake.

**IV. ARCHITECTURAL CONTROL**

- 1. The Architectural Control Committee (COMMITTEE), consists of at least three (3) members, who must be OWNERS whose property is in compliance with all provisions of this document.

2. A majority of the COMMITTEE may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. Members of the COMMITTEE are selected by a vote of the ASSOCIATION members.
3. The COMMITTEE'S approval or disapproval as required by the *Restrictions* shall be in writing (either hard-copy or electronic) and records of each case will be maintained by the secretary of the ASSOCIATION.
4. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in RIVER PLACE until the construction plans, landscaping plans, or other plans, specifications and plot plans showing the location and size of such IMPROVEMENT have been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in RIVER PLACE, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within RIVER PLACE. IMPROVEMENTS used herein include, but are not limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movements. The COMMITTEE may require payment of any direct costs for performing the functions herein prescribed and may disapprove plans, specifications, designs, and plot plans for failure to pay such costs. Such payments shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS on any PARCEL shall be made only in accordance with the approved PLANS, SPECIFICATIONS and plot plans, unless variations or changes are also approved in the same manner.
5. Neither the ASSOCIATION, nor the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting PLANS to them for approval, or to any OWNER or lessee of any PARCEL affected by these *Restrictions*, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any PLANS submitted. Every person who submits PLANS to the COMMITTEE for approval agrees by submission of such PLANS, and every OWNER or lessee of any PARCEL within the SUBDIVISION agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the ASSOCIATION, the members of the COMMITTEE, or their respective representatives, to recover any such damages.

6. At the option of a majority of the COMMITTEE, all of the powers, rights, duties, and responsibilities of said COMMITTEE may be transferred to the ASSOCIATION; in such event the ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representative or representatives shall be the successor of the COMMITTEE.

#### V. RIVER PLACE ASSOCIATION, INC.

1. **Creation.** The ASSOCIATION, a Texas non-profit corporation, has been incorporated and shall maintain a registered agent and registered address with the Texas Secretary of State.
2. **Board of Directors.** Election of Directors shall be as provided in the Bylaws.
3. **Powers and Functions.** The ASSOCIATION shall have powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual OWNERS if the Maintenance Fund is insufficient for this purpose), to the extent funds are available, to hire police protection, furnish power or gas for street lighting, maintain esplanades, and other COMMON AREAS; and to establish rules and regulations for the use of lakes, rivers, streets, and other SUBDIVISION facilities, specifically erected and installed and designated to be controlled by the ASSOCIATION. The ASSOCIATION shall administer the Maintenance Fund hereinafter provided.
4. **Membership.** LOT ownership and membership in the ASSOCIATION shall be inseparable. Transfer of title to a LOT automatically transfers membership in the ASSOCIATION and all rights of the transferor with respect to the COMMON AREAS and facilities to which ownership of such LOT relates.
5. **Additions.** If the ASSOCIATION develops further acreage under a common scheme or plan of development, the ASSOCIATION may require such property OWNERS to be members of the ASSOCIATION and they shall have equal voting rights therein on the same basis as OWNERS of LOTS in RIVER PLACE.
6. **Additional Member.** The sole criteria to become a member of the ASSOCIATION is to hold title to a LOT within the SUBDIVISION. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a member, unless that holder of the security interest foreclosed and thereby became the OWNER of the LOT(S). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple OWNERS of any single LOT must vote in agreement (under any method they devise among themselves), but in no case shall such multiple OWNERS cast portions of votes. The one vote attributable to any single

LOT must be voted in the same manner (i.e. all OWNERS of the LOT for, or all OWNERS of the LOT against a particular issue) but in no event can there be more than one vote cast per LOT.

## VI. MAINTENANCE CHARGE

1. **Creation of Annual Maintenance Charge.** Each PARCEL in RIVER PLACE PHASES I, II and III is subjected to an annual maintenance charge payable annually in advance by the OWNER of each PARCEL on the first day of January of each year, to the ASSOCIATION, its successors and assigns, for the purpose of creating and maintaining a fund described below, known as the "Maintenance Fund." Where any PARCEL is owned by more than one person or entity, said maintenance charge shall be payable by all such OWNERS, jointly and severally. The annual maintenance charge shall be prorated between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the annual maintenance charge that shall be paid for each year unless before the 31<sup>st</sup> day of December of any year hereafter, the OWNERS of record of a majority of the PARCELS in RIVER PLACE vote to discontinue such annual maintenance charge by written instrument which shall be signed and acknowledged by the OWNERS of record of a majority of the PARCELS and recorded in the Official Records of Brazos County, Texas.

The annual maintenance charge shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of the annual maintenance charge at closing of the transfer of title to a LOT, and impose special requirements for OWNERS with a history of delinquent payment.

2. **Liens.** The ASSOCIATION shall have a lien against any PARCEL for which the annual maintenance charge provided herein shall not be paid effective upon the thirtieth (30<sup>th</sup>) day following the date said annual maintenance charge became due and payable. The amount of said lien shall be for the amount of the annual maintenance charge then due, owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable, together with attorney's fees, delinquency charge, and costs, all of which shall be a continuing lien upon the LOT against which such annual maintenance charge is made. Each such annual maintenance charge, together with attorney's fees, delinquency charge, and costs, shall also be the personal obligation of the person or entity who was the OWNER of the LOT at the time when the annual maintenance charge became due. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a sworn and acknowledged statement of lien in the Office of the County Clerk of Brazos County, Texas, but the failure of the ASSOCIATION to

so file a statement of lien shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.

3. **Purpose and Use of Maintenance Fund.** The annual maintenance charge shall be used to pay "maintenance expenses" which may include by way of illustration and not limitation, and to the extent funds are available, expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining any rights of way, easements, entry, streets, sidewalks, paths, fences, lakes, boat launch, boat house, park, parkways, stables, tracks, pools, lodge, esplanades, and any structures, facilities or area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit RIVER PLACE as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish, and the like from constructed residential dwellings), caring for vacant PARCELS the cost of which shall be charged against the OWNER of said PARCEL, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the ASSOCIATION, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the annual maintenance charges, and doing any other things necessary and desirable in the opinion of the ASSOCIATION to keep property neat and in good order of which it considers of general benefit to RIVER PLACE. The act of the ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith and what it believes to be in the best interest of the SUBDIVISION.
4. **Increases or Reductions to Annual Maintenance Charge.** The ASSOCIATION may increase or reduce the annual maintenance charge from time to time by action applied uniformly to all PARCELS in RIVER PLACE as provided below.
5. **Assessments.** From and after 2013, the ASSOCIATION'S BOARD, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual maintenance charge for each year for each LOT, taking into consideration the current maintenance costs and future needs of the ASSOCIATION; except, however, the annual maintenance charge may not be increased in any one year by more than twenty percent (20%) of the then existing annual maintenance charge, except on the affirmative vote of OWNERS entitled to cast sixty-seven percent (67%) of the votes of the ASSOCIATION, in person or by proxy at a meeting duly called for such purposes.

## VII. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

1. In addition to the annual assessments for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvements upon the COMMON AREA, including the necessary fixtures and

personal property related thereto, provided that any such assessment shall have the consent of a seventy-five percent (75%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than ten (10) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

- 2. The special assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. The special assessment, together with attorney's fees, late fees, interest and costs shall be a charge and continuing lien upon the LOT against which each such special assessment is made. Each such special assessment, together with attorney's fees, delinquency charge, and costs, shall also be the personal obligation of the person or entity who was the OWNER of the LOT at the time when the Assessment became due.

**VIII. SUBORDINATION OF THE LIEN TO MORTGAGES**

The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such LOT. Sale or transfer of any LOT or transfer of any LOT shall not affect the lien. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent LOT OWNER from his/her personal obligation and liability therefor.

**IX. EFFECT OF NON-PAYMENT OF ASSESSMENTS:  
REMEDIES OF THE ASSOCIATION**

Any assessments and charges which are not paid when due are considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the LOT. Any interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment and is supported by the ASSOCIATION'S continuing lien. Each OWNER, by his acceptance of a deed to a LOT hereby expressly vests in the ASSOCIATION, or its agents the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the ASSOCIATION in a like manner as a mortgage or deed of trust lien on real property and such OWNER hereby expressly grants to the ASSOCIATION, a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the ASSOCIATION, shall be for the benefit of all other LOT OWNERS, and shall be exercisable by a Trustee to be named or designated by the BOARD of the ASSOCIATION. Any sale pursuant to this power shall be conducted in accordance with the provisions of the then-current Texas law. The ASSOCIATION, acting on behalf of



the LOT OWNERS, shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage, and convey the LOT upon which the ASSOCIATION'S lien has been foreclosed.

**X. RE-SUBDIVISION**

No LOT may be re-subdivided into smaller LOTS. This provision does not apply to any real property reserved by the ASSOCIATION. This provision shall apply to any real property that may be developed as a part of RIVER PLACE in the future under a common scheme or plan of development.

**XI. PROPANE PROVIDER**

The ASSOCIATION may grant such exclusive easements as are depicted on the master plat plan and such other plans as are necessary for, or required by a service provider (i) to provide a propane storage and distribution system to transmit and deliver propane to individual units and LOTS, and to the COMMON AREAS with RIVER PLACE, and (ii) for the introduction and storage of propane, which easements shall provide for twenty-four (24) hour, 365 day a year access to all easement areas in order to service, install, maintain, repair, replace, remove, or test any part of the propane storage and distribution system.

**XII. MISCELLANEOUS PROVISIONS**

1. The terms and conditions in this Declaration shall apply to each and every PARCEL in RIVER PLACE. Such terms and conditions are equally for the benefit of all subsequent OWNERS or PARCELS in RIVER PLACE and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any LOT, or the ASSOCIATION, shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the terms and conditions set out herein, and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however no OWNER, governmental agency, or mortgagee shall have the right to enforce the lien rights retained in this Declaration in favor of the ASSOCIATION and/or other rights, regarding assessments, retained by the ASSOCIATION. This provision shall not restrict any governmental agency from acting to enforce this Declaration. Notwithstanding anything contained herein to the contrary, the BOARD has the authority, without the obligation, to enforce this Declaration.

The decision to pursue enforcement action in any particular case shall be left to the BOARD'S discretion. Without limiting the generality of the foregoing sentence, the BOARD may determine that, under the circumstances of a particular case:

- A. the ASSOCIATION'S position is not strong enough to justify taking any or further action;

- B. although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the ASSOCIATION'S resources; or
- C. that it is not in the ASSOCIATION'S best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the ASSOCIATION'S right to enforce such provision at a later time under other circumstances or preclude the ASSOCIATION from enforcing any other covenant, restriction or rule.

- 2. The term of this Declaration shall be perpetual.
- 3. This Declaration may be amended at any time by the approval of the OWNERS of a majority of the LOTS. Upon approval of the OWNERS, as set herein of said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Official Records of Brazos County, Texas, whereupon to the extent of any conflict with this Declaration, the amendment or the amended declaration shall control. For purposes of this Section, the approval of multiple OWNERS of a LOT may be reflected by the signature of any one OWNER of such LOT. Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall be entitled to use any combination of the following methods to obtain approval of the OWNERS for an amendment to the Declaration:
  - A. by written ballot, or electronic ballot as same may be established by the BOARD, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
  - B. at a meeting of the members of the ASSOCIATION, if written notice of the meeting stating the purpose of the meeting is delivered to the OWNERS of the LOTS; such notice may be hand-delivered to the OWNERS, sent via regular mail to the OWNER'S last known mailing address, as reflected in the ASSOCIATION'S records, or via email to the OWNER'S email address as reflected in the ASSOCIATION'S records;
  - C. by door-to-door circulation of a petition by the ASSOCIATION or a person authorized by the ASSOCIATION; and/or
  - D. by any other method permitted under this Declaration or applicable law.
- 4. Nothing contained in this document or any violation of any of these restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against RIVER PLACE or any portion thereof.
- 5. Every PERSON who now or hereafter owns or acquires any right, title, or interest in or to any property in RIVER PLACE is and shall be conclusively deemed to

have consented and agreed to every covenant, condition, reservation, and restriction contained herein, whether or not any reference to this Declaration is contained in this instrument by which such person acquires an interest in the property.

6. The ASSOCIATION reserves the right to make minor deviations from the terms of this Declaration to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.
7. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this Declaration shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.
8. The ASSOCIATION, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties, thereby subjecting such additional lands to this Declaration, by filing of Record a Supplemental Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The ASSOCIATION shall accept same to be owned and managed pursuant to the terms and conditions of this Declaration.
9. Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the existing SUBDIVISIONS.

This First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of the River Place Subdivision has been approved by the undersigned OWNERS of at least a majority of the LOTS in the RIVER PLACE SUBDIVISION.

**CERTIFICATION**

I hereby certify that, as Secretary of the River Place Property Owners' Association, Inc., d/b/a River Place Association, the foregoing First Amended and Restated Declaration of Covenants, Conditions Reservations of River Place Subdivision was approved by the OWNERS of at least a majority of the LOTS in the RIVER PLACE SUBDIVISION.

DATED, this the 27 day of January, 2014.

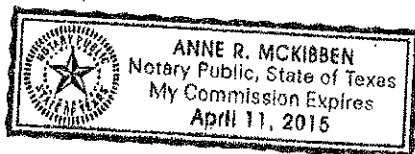
[Signature]  
Print Name: Brian Rutherford  
Title: SECRETARY

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

BEFORE ME, on this day personally appeared BRIAN RUTHERFORD, the Secretary of River Place Property Owners' Association, Inc., d/b/a River Place Association known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 27<sup>th</sup> day of JANUARY, 2014

[Signature]  
Notary Public - State of Texas



OWNERS' SIGNATURE PAGES FOLLOW THIS PAGE

**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 42, 43, 44, Block 1, River Place Phase 1

**OWNER:**

Signature: [Signature]  
Print Name: Josanna Dobson  
Address: 7510 River Ridge  
City, State: College Station TX  
Date: 4/16/14

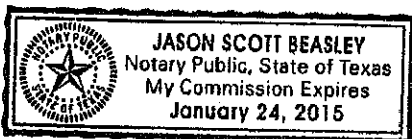
**OWNER:**

Signature: [Signature]  
Print Name: Bellinda Dobson  
Address: 7510 River Ridge  
City, State: CS TX TXMS  
Date: 4-16-14

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Josanna Dobson, before me the undersigned authority on this the 16 day of April, 2014.

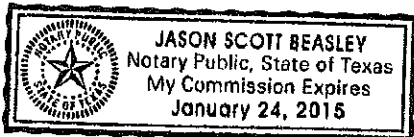


[Signature]  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Bellinda Dobson, before me the undersigned authority on this the 14 day of April, 2014.



[Signature]  
Notary Public - State of Texas

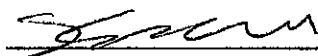
**OWNERS' APPROVAL**

WHEREAS, we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:


**PROPERTY:**

Lot 6, Block 1, River Place Phase 2

**OWNER:**

  
\_\_\_\_\_  
Print Name: Kenan Flasowski  
Address: 7077 River Place Ct.  
City, State: College Station, TX  
Date: April 8, 2014

**OWNER:**

  
\_\_\_\_\_  
Print Name: Jeri Flasowski  
Address: 7077 River Place Ct.  
City, State: College Station, TX  
Date: April 8, 2014

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by KENAN FLASOWSKI, before me the undersigned authority on this the 8 day of April, 2014.



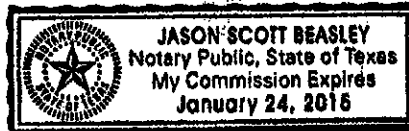
  
\_\_\_\_\_  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by JERI FLASOWSKI, before me the undersigned authority on this the 8 day of April, 2014.

  
\_\_\_\_\_  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 16, Block 1, River Place Phase 2

**OWNER:**

Signature: Paul R. Bedard  
Print Name: PAUL R. BEDARD  
Address: 7310 RIVER PLACE CT.  
City, State: COLLEGE STATION, TX  
Date: 7-18-13

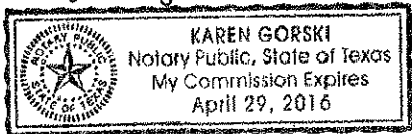
**OWNER:**

Signature: Keri R. Bedard  
Print Name: Keri R. Bedard  
Address: 7310 River Place Ct.  
City, State: College Station, TX  
Date: 7-18-13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Paul Bedard before me the undersigned authority on this the 18 day of July, 2013.



Karen Gorski  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Keri Bedard before me the undersigned authority on this the 18 day of July, 2013.



Karen Gorski  
Notary Public - State of Texas

OWNERS' APPROVAL

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

PROPERTY:

Lot 15R Block 1, River Place Phase Two  
(14a + 15)

OWNER:

Signature: [Signature]  
Print Name: James M. Carter  
Address: 7350 River Place Ct  
City, State: College Station, TX  
Date: 9.3.2013

OWNER:

Signature: [Signature]  
Print Name: Rebecca L. Carter  
Address: 7350 River Place Ct.  
City, State: College Station, TX  
Date: 9.3.2013

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by James M. Carter, before me the undersigned authority on this the 3 day of September, 2013.

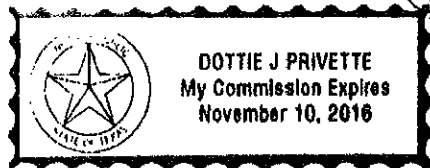


[Signature]  
Notary Public - State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Rebecca L. Carter, before me the undersigned authority on this the 3 day of September, 2013.



[Signature]  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 2, Block 2, River Place Phase 1

**OWNER:**

Signature: Robert W Cheyne  
Print Name: Robert Cheyne  
Address: 6942 River Place Ct  
City, State: College Station, TX  
Date: 10/15/13

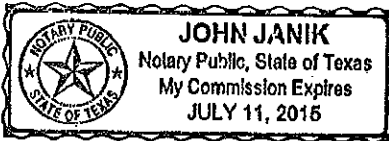
**OWNER:**

Signature: Kellean Stine Cheyne  
Print Name: Kellean Stine Cheyne  
Address: 6942 River Place Ct  
City, State: College Station, TX  
Date: 10/15/13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Robert W Cheyne, before me the undersigned authority on this the 15 day of October, 2013.



[Signature]  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Kellean Stine Cheyne, before me the undersigned authority on this the 14<sup>th</sup> day of November, 2013.



Betty Fields  
Notary Public - State of Texas

OWNERS' APPROVAL

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

PROPERTY:

Lot 4, Block 1, River Place Phase 1

OWNER:

Signature: [Signature]  
Print Name: MARK A. FLY  
Address: 7003 RIVER PLACE CT  
City, State: COLLEGE STATION, TX  
Date: 9/23/13

OWNER:

Signature: [Signature]  
Print Name: VERONICA FLY  
Address: 7003 RIVER PLACE CT.  
City, State: College Station, TX 77845  
Date: 10/3/2013

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Mark A. Fly, before me the undersigned authority on this the 23 day of September, 2013.

[Signature]  
Notary Public - State of Texas



ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Veronica Fly, before me the undersigned authority on this the 3 day of October, 2013.

[Signature]  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 18, Block 1, River Place Phase 2

**OWNER:**

Signature: [Signature]  
Print Name: John Kenn Hall  
Address: 335 Northchiff Ridge Lane  
City, State: Friendswood, TX  
Date: 7/10/13

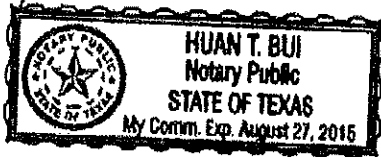
**OWNER:**

Signature: [Signature]  
Print Name: Melissa Hall  
Address: 335 Northchiff Ridge Ln.  
City, State: Friendswood, TX  
Date: 7/10/13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by John Kenn Hall, before me the undersigned authority on this the 10th day of July, 2013.

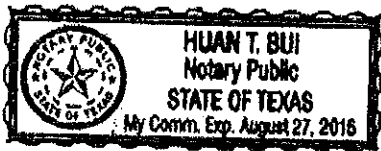


Huan T. Bui July 10th, 2013  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Melissa Hall, before me the undersigned authority on this the 10th day of July, 2013.



Huan T. Bui July 10th, 2013  
Notary Public - State of Texas

**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 12, Block 1, River Place Phase 2

**OWNER:**

Signature: *Duane Melson*  
Print Name: DUANE MELSON  
Address: 7267 River Place Ct  
City, State: College Station, TX  
Date: 29 July 2013

**OWNER:**

Signature: *Kimberly Melson*  
Print Name: Kimberly Melson  
Address: 7267 River Place Ct  
City, State: College Station, TX  
Date: 29 July 2013

**ACKNOWLEDGEMENT**

STATE OF TEXAS § 10  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Duane Melson, before me the undersigned authority on this the 31 day of July, 2013.

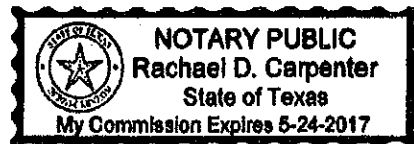
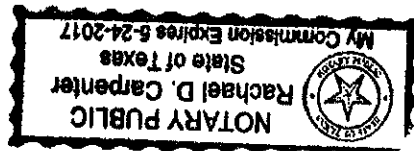
*R. Carpenter*  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Kimberly Melson, before me the undersigned authority on this the 31 day of July, 2013.

*R. Carpenter*  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 1, Block 2, River Place Phase 1

**OWNER:**

Signature: *Gina Mosavi*  
Print Name: Gina Mosavi  
Address: 3401 Mustang Ln  
City, State: College Station, TX 77845  
Date: 8-14-13

**OWNER:**

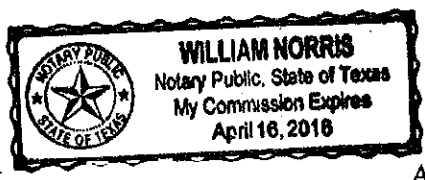
Signature: *Mike Mosavi*  
Print Name: MIKE MOSAVI  
Address: 3401 Mustang Ln  
City, State: College Station TX 77845  
Date: 8-16-13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Gina Mosavi, before me the undersigned authority on this the 14<sup>th</sup> day of August, 2013.

*William Norris*  
Notary Public - State of Texas



**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Mike Mosavi, before me the undersigned authority on this the 16<sup>th</sup> day of August, 2013.

*Jessica G Carroll*  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot \_\_\_\_\_, Block \_\_\_\_\_, River Place Phase \_\_\_\_\_

**OWNER:**

**OWNER:**

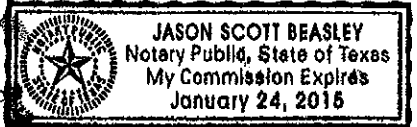
*MPM BRAZOS RIVER PLACE*  
 Print Name: W B MUNRO  
 Address: 7553 RIVER RIDGE  
 City, State: COLL STA TX  
 Date: 1-6-14

	<u>P</u>	<u>B</u>	<u>T</u>
	2	1	13
	2	1	14
	2	1	22
	2	1	23
	1	1	24
	1	1	25
	1	1	26
	1	1	28

*MPM Brazos River Place JV*  
*by W B Munro, Managing Partner*  
ACKNOWLEDGEMENT

STATE OF TEXAS §  
 COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by BART MUNRO, before me the undersigned authority on this the 6th day of JANUARY, 2014.



*[Signature]*  
 Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
 COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by \_\_\_\_\_, before me the undersigned authority on this the \_\_\_\_\_ day of \_\_\_\_\_, 201  .

\_\_\_\_\_  
 Notary Public - State of Texas

**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 7, Block 1, River Place Phase 2

**OWNER:**

Signature: [Signature]  
Print Name: Jaclyn Mahlmann  
Address: Po Box 1130  
City, State: College Station, TX  
Date: 20 DEC-13

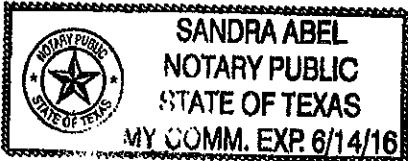
**OWNER:**

Signature: [Signature]  
Print Name: Michael Mahlmann  
Address: Po Box 1130  
City, State: College Station, TX  
Date: 20 DEC-13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §  
Austin

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Jaclyn Mahlmann before me the undersigned authority on this the 20<sup>th</sup> day of December, 2013.

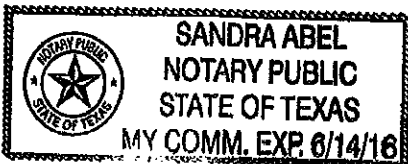


[Signature]  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §  
Austin

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Michael Mahlmann before me the undersigned authority on this the 20<sup>th</sup> day of December, 2013.



[Signature]  
Notary Public - State of Texas

OWNERS' APPROVAL

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

PROPERTY:

Lot 30 <sup>31</sup>, Block 1, River Place Phase 1 BART MUNRO  
W BART & AMANDA A MUNRO

OWNER:

W B Munro  
Print Name: W B MUNRO  
Address: 7553 RIVER RIDGE  
City, State: COLL STA TX  
Date: 1-6-14

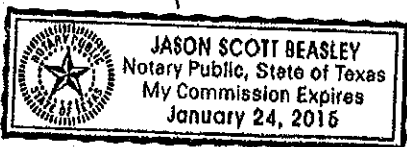
OWNER:

AMANDA A Munro  
Print Name: AMANDA A MUNRO  
Address: 7553 RIVER RIDGE  
City, State: COLL STA TX  
Date: 1-6-14

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by BART MUNRO, before me the undersigned authority on this the 6 day of JANUARY, 2014.

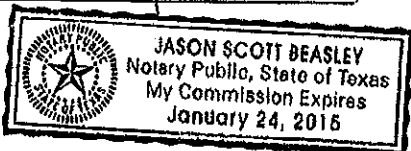


[Signature]  
Notary Public - State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by AMANDA MUNRO, before me the undersigned authority on this the 6 day of JANUARY, 2014.



[Signature]  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 4, Block 2, River Place Phase 1

**OWNER:**

Charles Rathke  
Print Name: CHARLES RATHKE  
Address: 7012 RIVER PLACE CT  
City, State CS TX  
Date: 10 NOV 13

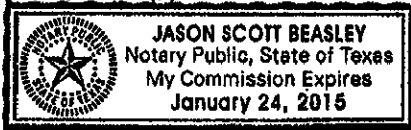
**OWNER:**

Rita Anne Rathke  
Print Name: RITA ANNE RATHKE  
Address: S  
City, State: TX  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by CHARLES RATHKE before me the undersigned authority on this the 10<sup>th</sup> day of NOVEMBER, 2013.



\_\_\_\_\_  
Notary Public - State of Texas

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by RITA RATHKE before me the undersigned authority on this the 10<sup>th</sup> day of NOVEMBER, 2013.



\_\_\_\_\_  
Notary Public - State of Texas

**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 8, Block 1, River Place Phase 2

**OWNER:**

Signature: [Signature]  
Print Name: Brian Rutherford  
Address: 7153 River Place Ct  
City, State: College Station TX  
Date: 7-18-13

**OWNER:**

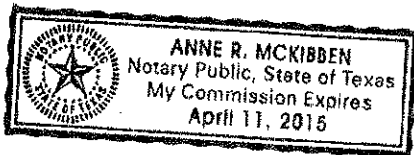
Signature: [Signature]  
Print Name: Tracey Rutherford  
Address: 7153 River Place Ct  
City, State: College Station TX  
Date: 7-22-13

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by BRIAN RUTHERFORD, before me the undersigned authority on this the 18<sup>th</sup> day of JULY, 2013.

[Signature]  
Notary Public - State of Texas

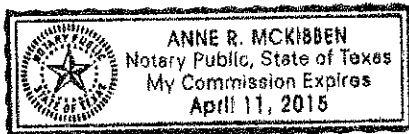


**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by TRACEY RUTHERFORD, before me the undersigned authority on this the 22<sup>nd</sup> day of JULY, 2013.

[Signature]  
Notary Public - State of Texas





**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot SP, Block SP, River Place Phase I

OWNER:

Signature: [Handwritten Signature]  
Print Name: John Schuff  
Address: 7598 River Ridge Dr.  
City, State: College Station, TX  
Date: August 20, 2013

OWNER:

Signature: [Handwritten Signature]  
Print Name: Cheryl Clements  
Address: 7598 River Ridge Dr.  
City, State: College Station, TX  
Date: August 20, 2013

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by [Handwritten Signature] before me the undersigned authority on this the 20 day of August, 2013.

[Handwritten Signature]  
Notary Public - State of Texas



**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by [Handwritten Signature] before me the undersigned authority on this the 20 day of August, 2013.

[Handwritten Signature]  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 3, Block 1, River Place Phase 1

**OWNER:**

Signature: Jason Shaw  
Print Name: JASON SHAW  
Address: 6975 River Place Ct  
City, State: College Station, TX  
Date: September 5, 2013

**OWNER:**

Signature: Denise Shaw  
Print Name: Denise Shaw  
Address: 6975 River Place Ct  
City, State: College St TX 77845  
Date: Sept. 5, 2013

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §  
Harris

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Jason Shaw, before me the undersigned authority on this the 5 day of September, 2013.

Chelsea Simon  
Notary Public -- State of Texas

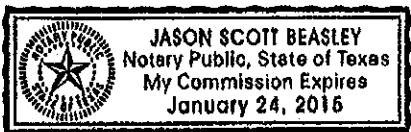


**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Denise Shaw, before me the undersigned authority on this the 5 day of September, 2013.

[Signature]  
Notary Public -- State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 3, Block 2, River Place Phase 1

**OWNER:**

Signature: [Signature]  
Print Name: RONALD K. TAYLOR  
Address: 6984 RIVER PLACE CT  
City, State: COLLEGE STATION, TX 77845  
Date: Aug 29, 2013

**OWNER:**

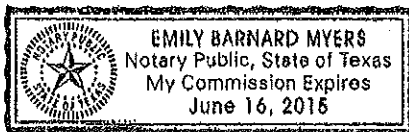
Signature: [Signature]  
Print Name: LINDA M. TAYLOR  
Address: 6984 RIVER PLACE CT.  
City, State: COLLEGE STATION, TX 77845  
Date: Aug. 29, 2013

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Ronald K. Taylor, before me the undersigned authority on this the 29 day of August, 2013.

[Signature]  
Notary Public - State of Texas

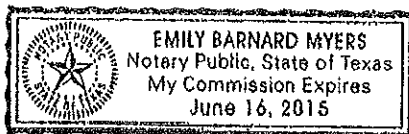


**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Linda Taylor, before me the undersigned authority on this the 29 day of August, 2013.

[Signature]  
Notary Public - State of Texas



**OWNERS' APPROVAL**

WHEREAS, I/we, the undersigned record owners (hereinafter the "Owners" whether one or more) of the real property described below, hereby acknowledge and approve the First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision to which this Owners' Approval is attached:

**PROPERTY:**

Lot 11, Block 1, River Place Phase 2

**OWNER:**

Signature: [Signature]  
Print Name: John Zollinger  
Address: 11041 Dicks Ct.  
City, State: Brown, TX 77801  
Date: 8-20-13

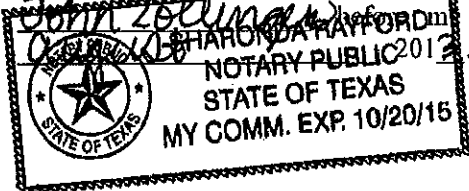
**OWNER:**

Signature: [Signature]  
Print Name: Cara Wallis  
Address: 7235 River Place Ct.  
City, State: College Station, TX 77845  
Date: 8/29/13

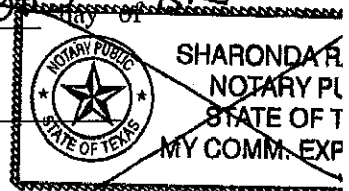
**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by [Signature] the undersigned authority on this the 20<sup>th</sup> day of August, 2013.



[Signature]  
Notary Public - State of Texas



**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

The First Amended and Restated Declaration of Covenants, Conditions Reservations and Restrictions of River Place Subdivision was approved and acknowledged by Cara Wallis, before me the undersigned authority on this the 29<sup>th</sup> day of August, 2013.

[Signature]  
Notary Public - State of Texas

