

RESTRICTIONS TO RIVER PLACE WEST
SUB-DIVISION

THE STATE OF TEXAS:
COUNTY OF CORYELL:

KNOW ALL MEN BY THESE PRESENTS

Lakewood Greens, a Partnership, and Henry Brim, Lynda Brim, Richard Gellasch, Nelda Gellasch, George W. Hardin, Dale Mohler, Rhonda Mohler, William J. Blakley and Geneva C. Blakley Living Trust, Hill Country Homes, Jerry Clark, Mary Ann Clark, Fred Rhea, Jeffrey Rhea, Deward T. Schafer, Violet Warnick Schafer, owners of all lots in River Place West, a Subdivision of Coryell County, Texas do hereby approve the following Restrictions on all lots in the subdivision for the benefit and interest of the neighborhood where said properties are located.

I.

All lots in said subdivision shall be residential lots for single family dwellings.

No trailer, trailerhouse, camper, basement, tent, shack, garage or other out-building erected on any lot shall at any time be used as a residence, temporarily or permanently nor shall any structure of temporary character be used as a residence.

No pre-fab or ready-constructed structures of any nature will be permitted to be moved or placed on any lot in said subdivision. Any outbuildings erected on any of the lots of the subdivision shall utilize the same quality and type of construction as the main residential dwelling.

II.

No building shall be located on any lot nearer than 25 feet to the front line of said lot nor nearer than 10 feet to any side lot line, except Lot 12, which shall be permitted to place improvements at a diagonal to lot lines provided that improvements are no closer than 10 feet to any lot line.

No fences shall be allowed on Lots 1 through 8. Fences on Lots 9 through 17 shall not exceed 6 feet in height at the rear of any lot, and shall not exceed 4 feet in height on the sides of any lot.

Fences shall be set back from the front property line at least as far as the front line of the main structure.

III.

All houses in said subdivision shall not have less than 60% masonry over exterior walls. The living area of the main structure on any lot, exclusive of open porches and garages shall be as follows:

Lot #1	- not less than 1400 square feet
Lots #2 through #4	- not less than 1200 square feet
Lots #5 through #8	- not less than 1600 square feet
Lots #9 through #12	- not less than 2000 square feet
Lots #13 through #15	- not less than 1800 square feet
Lots #16 through #17	- not less than 1200 square feet

IV.

All electrical and telephone wiring shall be underground on all lots within the subdivision.

Easements are reserved for utility, installation and maintenance. A 15 foot utility easement is reserved parallel to all streets on all lots adjacent thereto plus ten feet along other lot lines.

A 20' easement for underground utilities is hereby reserved, being 10 feet along the east side of Lot 5 and 10 feet along the west side of Lot 4.

V.

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

VI.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any lot except dogs and cats. No more than two pets shall be allowed on each lot provided that they are not kept, bred, or maintained for commercial purposes, and dogs must be fenced or on a leash.

VII.

Any butane tanks or similar tanks used for fuel or energy shall be buried or enclosed with a suitable structure of the same type and quality as the residential dwelling.

VIII.

These covenants are to run with the land and shall be binding on all parties on all persons claiming under them for a period of 10 years from the from the date of these covenants are recorded, after which time covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IX.

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

X.

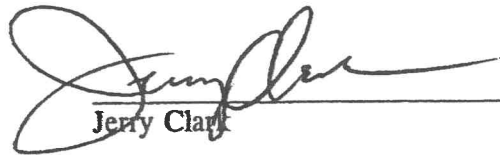
Invalidation of any of one of these restrictions as to River Place West Subdivision by judgement or Court Order shall in no wise effect any of the other provisions WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

Executed this 19th day of April, 1996.

(RESTRICTIONS TO RIVER PLACE WEST, April 19, 1996)

LAKEWOOD GREENS, a Partnership

Henry D. Brim, Partner


Jerry Clark

Richard Gellasch, Partner

Mary Ann Clark

Garnett Grant, Partner

Fred Rhea

Wayne Simmons, Partner by Attorney-
in-fact George W. Hardin

Jeffrey Rhea

George W. Hardin, Partner

Deward T. Schafer

George W. Hardin, Individually

Violet Warnick Schafer


Henry Brim

Hill Country Homes

Lynda Brim


Dale Mohler

Richard Gellasch


Rhonda Mohler


Nelda Gellasch


William J. Blakley & Geneva C. Blakley
Living Trust

(ACKNOWLEDGMENTS)

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by Henry D. Brim, as Partner and Individually.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by Richard Gellasch, as Partner and Individually.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by Garnett Grant, Partner.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by George W. Hardin, as Partner, Individually, and as Attorney-in-Fact for Wayne Simmons.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by Lynda Brim.

Notary Public, State of Texas

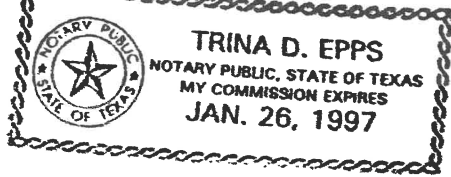
STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 1996 by
Nelda Gellasch.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

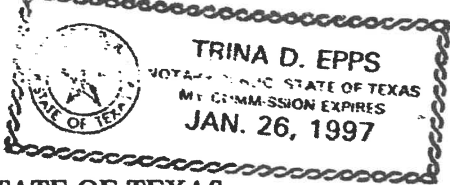
This instrument was acknowledged before me on the 1st day of November, 1996 by
Dale Mohler.



Trina D. Epps
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the 1st day of November, 1996 by
Rhonda Mohler.



Trina D. Epps
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 1996 by
Jerry Clark.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 1996 by
Mary Ann Clark.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by
Fred Rhea.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by
Jeffrey Rhea.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by
Deward T. Schafer.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by
Violet Warnick Schafer.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CORYELL §

This instrument was acknowledged before me on the ____ day of _____, 1996 by
_____ for Hill Country Homes.

Notary Public, State of Texas