

SUBJECT

New Hwy 290

FM 359

BOSQUE RD.
RANCHES AT CLEAR CREEK

BURTON CEMETARY

MOUND CREEK SUBDIVISION

40185 Bosque Rd 1.67 Ac
Texas, AC +/-

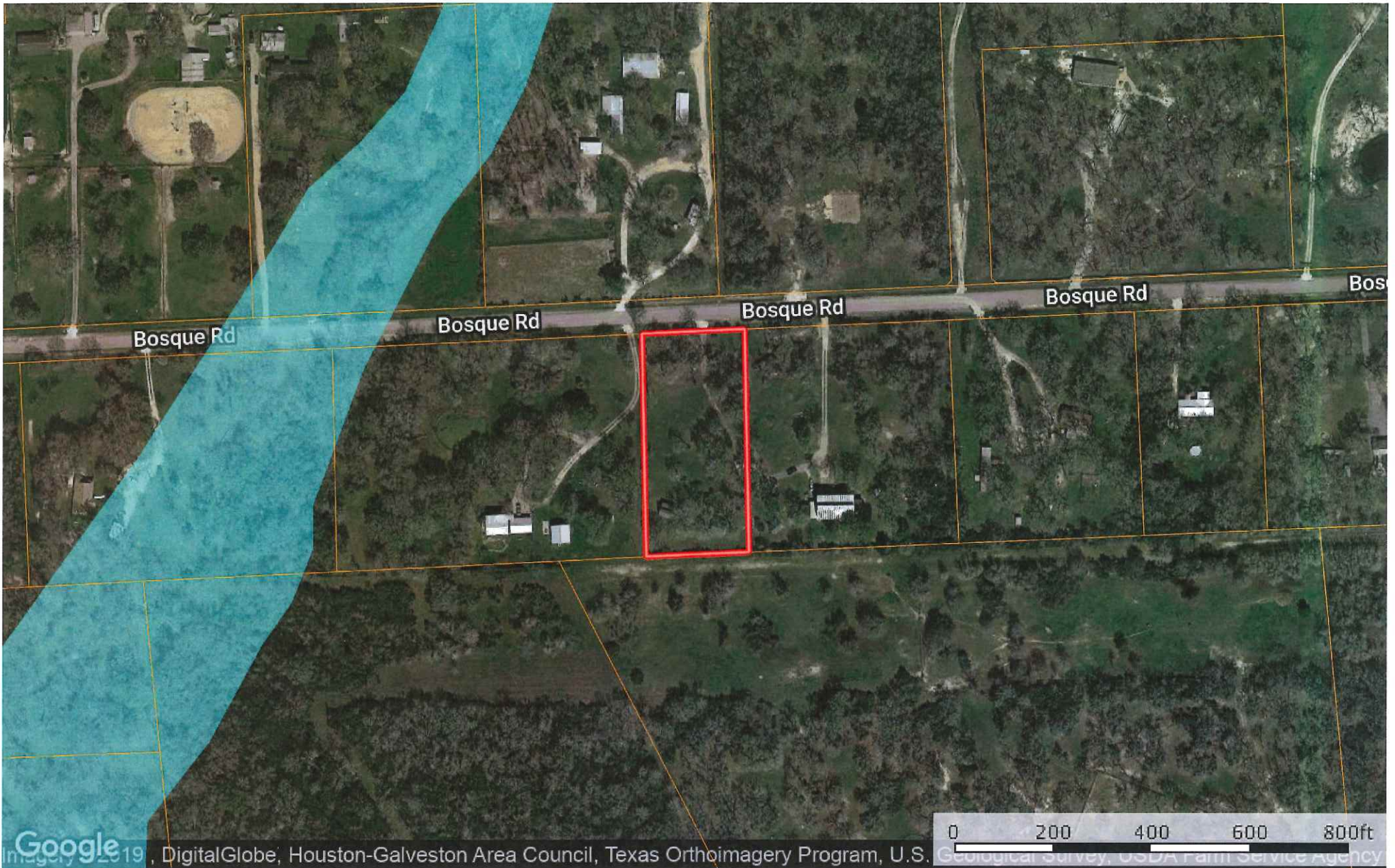


Google

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Boundary

40185 Bosque Rd 1.67 Ac
Texas, AC +/-



- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included

185674

RESTRICTIONS AND COVENANTS
RIO ACRES

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THE STATE OF TEXAS
COUNTY OF WALLER

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KNOW ALL MEN BY THESE PRESENTS: that Brazos 220, Ltd., the Owner of the Rio Acres Subdivision, does hereby create the following restrictions in order to insure to all Purchasers of the said Property that the various parcels of land within the Property will be developed and maintained in a uniform manner to the mutual benefit of all Owners. Accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future Purchasers or Owners, their heirs and assigns, and all parties, or persons, holding possession under such Purchasers or future Owners in the Property described on the plat filed in the Deed Records of Waller County under Clerk's Number 485605, a copy of which plat is attached to this document as Exhibit "A", hereinafter known as Rio Acres. Each Purchaser and future Owner or party holding possession under such person, agree that as part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the Purchasers thereof until October 15th, 2003, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4) of the then Owners of tracts of land in Rio Acres, shall agree in writing, properly executed and recorded in the office of the County Clerk of Waller County, Texas, to amend or repeal such restrictions. Brazos 220, Ltd., the present Owner and Developer of the Property, reserves the right, at any time, to make changes in the conditions and restrictive covenants; that right shall extend until Brazos 220, Ltd. no longer owns any Property in the entire tract.
2. All tracts in Rio Acres shall be used for residential purposes, with the exception of tracts which are designed as reserve tracts. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the Local, State, or Federal Governments. No animals, fowls, or other creatures shall be raised or maintained on the Property in such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons. Likewise and in addition thereto, no animals, fowls or other creatures shall be raised or maintained for commercial purposes. No hunting or discharge of firearms shall be permitted. With reference to horses and cows, no more than two (2) of each or in combination shall be maintained per acre on said Property. Any chickens or fowl raised or maintained on said Property shall be kept under pen. Any animals, including dogs and cats, shall be kept under control at all times and not allowed to roam freely and unattended about the Property. No hogs,

swine, goats, sheep, or any dangerous or offensive animal may be raised or maintained on the Property.

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3. Each residence shall face the street and be centered on its tract so as to leave the same approximate space between each side. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. Barns and stables are allowed on or near the rear of a parcel, but plans must be submitted in advance to Owners for written approval. No residential tract shall ever be subdivided or re-subdivided into small tracts or parcels of land of less than five (5) acre in size.
4. Each Owner must keep his Property reasonably mowed and clear of all grasses, weeds, and underbrush.
5. No bill boards shall be erected or maintained on any portion of the Property covered by this covenant.
6. Whenever a residence is established on any tract, it shall be provided an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. Such installations shall comply with the standards established by the Board of Health of the State of Texas, or such other governmental agency having jurisdiction over such matters. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewage into roads, streets, alleys, ditches, ravines, or upon open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in Rio Acres. Each resident shall, upon constructing any residence upon his tract, place a culvert at least eighteen (18) inches in diameter at a point between the roadway and his Property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.
7. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary, to create in the future, right to do so being hereby reserved, so as to permit good development of Rio Acres and provide the necessary utilities.
8. If the parties hereto or anyone of the Owners of any portion of said tract, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Seller or any Owner of any portion of said tract shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from doing so by prohibitive or mandatory injunction and to recover damages for such violations. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.
9. No barbed wire fences are to be built or maintained on said part of Property which fronts on roads.
10. The Owners or occupants of all tracts in the Rio Acres Property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. Grantor may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said tracts and remove or cause to be removed, such garbage, trash, rubbish, etc.,

so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the Owner or occupant of such tracts for the cost of such work.

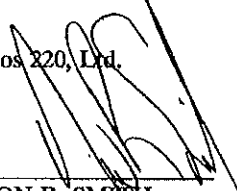
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11. No boats, trailers, trucks, tractors, or wagons shall be parked or placed, except temporarily, on any road, nor between any residence and the road.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.
13. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the Property and as may be necessary for the reasonable use, upkeep and maintenance of the Property which would not in any manner decrease the value of the same and shall at all times maintain such Property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the Property herein sold, as well as other properties in the subdivision will maintain uniform conformed development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the easements or road right-of-ways. In order to assure adequate maintenance of Rio Acres, there will be created by the Developer of Rio Acres a perpetual improvement fund for the maintenance of roads, parks, signs, markers and other beautification projects. There shall be required, levied and paid by all tract Purchasers and Owners a maintenance fee in an amount to be determined, for each acre, but no more than \$1.00 per acre per month. The proceeds thereof shall be placed in said fund and used for purposes the Developer of said subdivision may decide in its discretion. The fund, the use thereof and all rights herein created in same may, at the discretion of the Developer, be abandoned or transferred to a civic club or other entity at a later date, if it is evident that proper maintenance and beautification will be furnished. That and until such time improvement fee shall act as a "Lien charge" upon the tracts in said subdivision. Each Purchaser authorizes the Owner of said subdivision to withhold and apply such charge monthly out of the payments made upon the purchasing of the tracts. That upon payment in full of such tracts by the Purchasers, or upon the transfer of such fund to a civic club, and in the event of default of such payment, such charges shall accrue as a lien and charge upon the tracts and any action brought for collection and/or enforcement or foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders, of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorney's fees and court costs incurred in the collection hereof.
14. Purchase money liens and Mechanic's and Materialmen's Liens placed upon any tract or parcel of land for the purpose of constructing a residence or other buildings or improvements thereon and recorded in accordance with the laws of the State of Texas shall be from that date of the recordation of the instrument evidencing such liens, superior to any and all express liens herein expressly created as security for the payment of the monthly maintenance charge.

EXECUTED this the 15th day of October, 1993.

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Brazos 220, Ltd.

BY: 
DON R. SMITH

THE STATE OF TEXAS
COUNTY OF WALLER

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On this 15th day of October, 1993, before me, personally appeared DON R. SMITH,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal:



Notary Public, State of Texas

