

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS 806718

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made by Riverhill Club & Estates, Ltd., a Texas limited partnership ("Declarant");

WITNESSETH:

A. Declarant is the owner of all of the property situated in Kerr Co., Texas, described as Townhouse Tracts No. Four, Section One and Section Two, according to the plat thereof recorded in Volume 4, Page 223 and Volume 4, Page 240 of the Plat Records of Kerr County, Texas (the "Property").

B. Declarant has subjected the Property to certain covenants, conditions and restrictions pursuant to a certain Supplemental Declaration of Covenants, Conditions and Restrictions of record in Kerr County, Texas (the "Declaration") and Declarant desires to impose certain other and additional covenants, conditions, restrictions and easements upon the Property, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW, THEREFORE, in addition to, and not in lieu of or in limitation of, the Declaration, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth.

1. Fence. Each Owner (as defined in the Declaration) of a Lot (as defined in the Declaration) within Block 1 and Block 2 of Section One of Riverhill Townhouse Tracts No. Four shall upon, and within thirty days following, the final completion of a dwelling improvement on such Lot, complete the construction and installation of a fence along, and running the entire length of, the rear property line of each such Lot (along Highway 173), which fence shall be 5 feet in height, shall be made of cedar and shall otherwise comply with the specifications approved by Declarant and the Architectural Control Committee (as defined in the Declaration).

2. Utility Easements. The utility easements shown on the plats of the Property and described in Exhibit "A" attached hereto and made a part hereof for all purposes, shall be easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the portions of the Property covered thereby, and are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across such portions of the Property. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

3. Overhang and Encroachment Easements. Declarant hereby reserves for itself, and each Owner, an easement and right of overhang and encroachment with respect to any dwelling constructed thereon, for the overhang of the roof of any such originally constructed dwelling and for the encroachment of any

such originally constructed dwelling upon another adjoining Lot, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

4. Ingress and Egress. Full rights of ingress and egress shall be had, and are hereby reserved, by Declarant, its successors and assigns at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof; provided, that any such entry upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired at the expense of the maintenance fund.

5. Ingress and Egress Easement. The Ingress and Egress Easements and Driveway Easements shown on the plats of the Property may be used by each Owner and Declarant, and their successors and assigns, for regress, ingress and egress at all times over and upon the portion of the Property covered thereby for access to each Lot, by foot and vehicle; and in addition thereto each Owner, and Declarant, their successors and assigns, shall have the right of ingress and egress over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

6. Ingress and Egress by Police. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon each Lot, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Property and in order to service the Property.

7. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant and/or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the same term as the Declaration.

8. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Owners and the Declarant and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures; provided, however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Owner, to the extent that such amendments are required by any utility company, or financing institution, or any other governmental or quasi-governmental authority involved in financing or servicing any improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

9. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

11. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and on its behalf this 9 day of December, 1980.

DECLARANT:

FILED FOR RECORD
at 11:00 o'clock A.M.

DEC 11 1980

EMMIE M. MUENKER
Clerk, County Court, Kerr County, Texas
By Lois Hudson Deputy

RIVERHILL CLUB & ESTATES, LTD.
By: Silco, Inc., General Partner

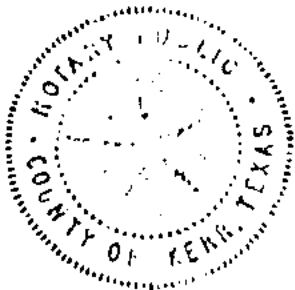
By: Herbert G. Bench
Herbert G. Bench,
Vice President

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared HERBERT G. BENCH, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RIVERHILL CLUB & ESTATES, LTD., by its General Partner, SILCO, INC., a Nevada corporation, authorized to do business in Texas, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of December, 1980.



Wanda L. Jones
Notary Public in and for Kerr
County, Texas
My commission expires: 11-30-81
WANDA L. JONES
(Notary Print or Type Name)

Being two certain easements granted herein for the purpose of constructing, operating and maintaining public utilities to serve Riverhill developments, upon, over and across Riverhill Townhouse Tracts No. Four (first section), and part of 1069.10 acres of land conveyed to Riverhill Club & Estates, Ltd. from Tierra Linda Ranch Corporation by a general warranty deed executed the 20th day of November, 1973 and recorded in Volume 174 at Page 536 of the Deed Records of Kerr County, Texas; out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, in Kerr County, Texas, each easement being more particularly described as follows:

EASEMENT NO. ONE:

A strip of land five (5) ft. in width along and abutting all street right-of-way lines within said Riverhill Townhouse Tracts No. Four (first section); and,

EASEMENT NO. TWO:

A certain strip, parcel or tract of land along and abutting the westerly right-of-way line of F. M. Highway No. 689 (State Highway No. 173) as follows:

Beginning at a 1/2" iron stake for the southeast corner of the herein described easement, the northeast corner of Riverhill Townhouse Tracts No. Four, Section Two in the westerly right-of-way line of F. M. Highway No. 689 (State Highway No. 173), which point bears, approximately, 1196 ft. S.45° 12'W. and 250 ft. N.45°E. from the east or lower river corner of Survey No. 147;

Thence, along the westerly right-of-way line of said highway: N.12° 08'E., 291.05 ft.; N.08° 43'E., 74.06 ft.; and N.07° 50'E., 195.09 ft. to a point for the northeast corner of the herein described easement;

Thence, upon said Riverhill 1069.10 acres: N.81° 00'W., 86.98 ft. to a point for the most northerly corner of the herein described easement in the southeast line of Lot No. 5 in Block No. 2 of said Riverhill Townhouse Tracts No. Four, Section Two;

Thence, along the southeast line of said Lot No. 5 in Block No. 2, S.50° 47'W., 30.00 ft. to a 1/2" iron stake for the most westerly corner of the herein described easement in the curved right-of-way line of a cul-de-sac at the southeast end of Birkdale Lane;

Thence, along the curved right-of-way line of said cul-de-sac street, 133.12 ft. along an arc subtended by a 127° 07' central angle and a 60 ft. radius (long chord S.31° 17'E., 107.45 ft.) to a point for a westerly corner of the herein described easement;

Thence, again upon said Riverhill 1069.10 acres, five feet from and parallel with an existing overhead telephone line, S.06° 43'W., 455.16 ft. to a point for the southwest corner of the herein described tract in the north line of Lot No. 1 of Block No. 4 of Riverhill Townhouse Tracts No. Four, Section Two;

Thence, along the north line of said Lot No. 1 in Block No. 4, S.76° 45'E., 7.73 ft. to the PLACE OF BEGINNING, containing 0.42 acre (18,097 sq. ft.) of land, more or less, within these metes and bounds,

Re

806778

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND
RESERVATION OF EASEMENTS

RIVERHILL TOWNHOUSE TRACTS
#4, SECTIONS ONE AND
TWO

*to
The Public*

FILED FOR RECORD

at 11:00 o'clock A.M.

DEC 11 1980

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By *Lois Hudson* Deputy

Return to: ✓
WALLACE AND JACKSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
629 JEFFERSON
KERRVILLE, TEXAS 76028

Filed for record December 11, 1980 at 11:00 o'clock A.M.

Recorded December 16, 1980

EMMIE M. MUENKER, Clerk

By *William J. Washburn* Deputy