

Townhouse Tract No. SEVEN

814704

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. Seven, according to the plat thereof recorded in Volume 4, Page 261, 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, which supplemented that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 179, Page 822 of the Deed Records of Kerr County, Texas (such Declaration and Supplemental Declaration are collectively referred to as 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 2 and each Owner of Lots 56-61 in Block 1 of Riverhill Townhouse Tracts No. Seven may complete the construction and installation of a fence along the rear lot line of any such lot, provided that any such fence shall (i) run the entire length of the rear property line of each such Lot, and (ii) such fence shall otherwise comply with the requirements and specifications approved and/or specified by Declarant and the Architectural Control Committee (as that term is defined in the Declaration).

2. Dwelling Unit. Each Lot within the Property shall be used exclusively for single family residential purposes, and no more than one residential structure shall be placed on any one Lot. Each of the residential structures placed on each of Lots 1-55, Block 1, Townhouse Tracts No. Seven, shall contain not less than 2,000 square feet of habitable floor area (excluding porches and garages).

3. Utility Easements. The utility easements shown on the plats of the Property 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.

4. 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.

5. 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 party making such entry.

6. 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.

7. 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.

8. 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.

9. 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, financing institution, or any 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.

10. 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.

11. 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.

12. 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 17th day of August, 1981.

FILED FOR RECORD

at 4:30 o'clock P.M.

SEP 3 1981

EMMIE M. KUENKER

Clerk County Court, Kerr County, Texas

By Medinda Adams Deputy

DECLARANT:

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

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

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authoirty, 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 17th day of August, 1981.



John C. McWhorter, Jr.
Notary Public, County of Kerr
State of Texas
My commission expires: Apr 16 1984
John C. McWhorter, Jr.
(Notary Print or Type Name)

Phone 96-4311 P. O. Box 509
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF
EASEMENTS #814704

RIVERHILL CLUB AND
ESTATES, LTD.

TO

THE PUBLIC

*Re: Riverhill Townhomes
Tract no. seven*

FILED FOR RECORD

at 4:30 o'clock P. M.

SEP 3 1981

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By *Michelle Albano* Deputy

Return to:

WALLACE, JACKSON & ABLES
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
829 JEFFERSON STREET
KERRVILLE, TEXAS 78028

Filed for record September 3, 1981 at 4:30 o'clock P.M.

Recorded September 8, 1981

EMMIE M. MUENKER, Clerk

By *Betty J. Lewis* Deputy