

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") made on the date as hereinafter set forth, by NRB, Inc. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant owns and desires to develop all of Lots 49-55, Riverhill Townhouse Tract No. 6, Section Two, in Kerr County, Texas, according to the map or replat filed for record in Volume 4, Page 248 of the Plat Records of Kerr County, Texas, to which plat and the record thereof reference is here made for all purposes.

NOW THEREFORE, Declarant hereby declares that all of the hereinbefore described property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of said real property:

ARTICLE I
DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein.

B. "Declarant" shall mean NRB, Inc., and the successors and assigns of Declarant's rights and powers hereunder.

C. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, as amended or supplemented from time to time.

D. "Deed" shall mean a deed or other instrument conveying the fee simple title to a "Lot".

E. "Unit" shall mean any portion of a building designed and used for single family residential purposes and the Lot upon which the building is located.

F. "Association" shall mean and refer to Thistlestar Homeowners Association, Inc., a non-profit association, its successors and assigns.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding Declarant and those having such interest merely as security for the performance of an obligation.

H. "Original Plat" shall mean and refer to the aforesaid replat filed for record in Volume 4, Page 248, of the Plat Records of Kerr County, Texas, on the 9th day of March, 1981.

I. "Properties" shall mean and refer to Lots 49, 50, 51, 52, 53, 54 & 55, Riverhill Townhouse Tract No. 6, Section Two, as hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

J. "Common Area" shall mean and refer to all real property and the improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area out of the real property hereinbefore described is to be owned by the Association at the time of the conveyance of the first Lot and said Common Area is to include:

the grounds, drive ways, garbage collection areas, utility lines serving more than one residence; hallway porches, balconies, and stairways serving more than one property, and all other parts of the property necessary and convenient to its existence, maintenance and safety, as normally in common use or which have been designated as common area in the plat;

K. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

L. "Member" shall mean and refer to every person or entity who holds membership in the Association.

M. "Class A Lots" shall mean and refer to any lot upon which a unit has been completed and has been conveyed to an Owner other than Declarant.

N. "Class B Lots" shall mean and refer to any lot upon which a unit has not been completed or has not been conveyed to an Owner other than Declarant.

ARTICLE II RESTRICTIONS

Section 1. No Unit in the townhouse project shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. No Owner shall make structural alterations or modifications to his townhouse or to any of the Common Area, including erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of his townhouse or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the housing project.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any townhouse or upon the common areas nor shall anything be done which may be or become an annoyance or a nuisance to the Owners.

Section 4. No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept.

Section 5. Each Owner shall maintain his townhouse and any limited common areas appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common area, including, but not limited to, telephone, water, gas, plumbing, power or other utility systems throughout the townhouse project and each Owner shall be responsible for his negligence or misuse of any of the common area or of his own facilities resulting in damage to the common area.

X Section 6. Non-discriminatory regulations concerning the use of the townhouse project shall be promulgated by the initial Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time by the Board of Directors, shall be binding on all members of the Association unless duly amended by at least sixty percent (60%) of the percentage of value assigned to the Owners, (and in the event any such amendment would cause or result in any discrimination against any Owner or class of Owners, then any such amendment shall require the written consent of all the townhouse Owners adversely affected thereby prior to its effectiveness).

X Section 7. Notwithstanding the foregoing provisions, Declarant may from time to time lease Units for single-family residence purposes upon such terms and conditions as Declarant may see fit.

Section 8. Vehicles not in operating condition shall not be parked upon the premises of the townhouse project. The Board of Directors may, if it deems it appropriate, prohibit recreational vehicles or boats and trailers from being parked on the premises. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

ARTICLE III COVENANTS BINDING ON PROPERTY AND OWNERS

Section 1: Property Bound. From and after the date of recordation of this Declaration, the Properties shall be subject to the covenants and said covenants shall run with, be for the benefit of, and bind and burden the Properties.

X Section 2: Owners Bound. From and after the date of recordation of this Declaration, the covenants shall be binding upon and for the benefit of each Owner and his heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed. Each Owner for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, assessments provided for hereunder, and to be bound by all of the covenants herein set forth. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments (together with interest thereon, cost of collection and attorney's fees, if any) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by non-use of or by transfer or abandonment of his Lot. The Owner's personal obligation shall not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessment which fell due while the prior Owner was an Owner.

ARTICLE IV PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass a title to every Lot, subject to the following provisions:

7 A. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

X B. The right of the Association to dedicate or transfer all or

any part of the common area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of members agreeing to such dedication or transfer has been recorded.

C. The right of the Association, in accordance with its Articles and/or By-Laws, to borrow money upon obtaining the assent of at least fifty-one percent (51%) of each class of members, for the purpose of improving the common area and in aid thereof, to mortgage said properties. The right of such mortgage in such properties shall be subordinate to the right of the homeowners hereunder.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a Lot which is subject to assessment and Declarant, while required to be a member hereunder, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class A: Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Land and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of the Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

A. Annual assessments or charges; and

B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when such assessment fell due. A personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Declarant shall not be obligated for any such assessments as described in this Subparagraph B, but all maintenance and expenses incident thereto on Lots owned by Declarant shall be the sole obligation and expenses of Declarant.

Section 2: Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote recreation, health,

safety and welfare of the residents in the property and for the improvement and maintenance of the Common Area, and of the homes situated upon the property.

Section 3: Determination of Assessments. All assessments shall be based upon the total cash required by the Association to satisfy the expenses of the Association incurred in connection with the ownership, maintenance and operation of the common area in accordance with the Association's purpose.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than five (5) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement as set forth above and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 6: Rate of Assessment. Both annual and special assessments must be fixed at uniform rates, to be collected on a quarterly basis.

Section 7: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year as to each such Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot which has an Owner at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors, and unless otherwise provided, the Association shall collect each quarter (on April 1, July 1, October 1 and January 1 of each calendar year), in advance, from the Owner of each Lot one-fourth (1/4th) of the annual assessment for such Lot. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Effect of Non-Payment of Assessment and Remedies of the Association. Any assessment which is not paid within fifteen (15) days after the due date shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and interest, costs

and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner by his acceptance of a Deed to a Lot, hereby expressly vests in Thistlestar Homeowners Association, Inc., or its agents, the right and power to bring all actions against its 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 the 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 and shall be for the benefit of all of their Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to any insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his Lot.

Section 9: Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect or impair the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee's sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or its Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Management Agreement. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate with the management of a project of this general type.

Section 11: Insurance Assessments. The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain from public liability policy concerning all common area and all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance shall be common expense. All such insurance coverage shall be written in the name of the Association as trustee for each of the Owners in equal proportions. It shall be the individual responsibility of each Owner at his own expense to provide, if he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering property damage and loss to property owned by such individual.

ARTICLE VII EASEMENTS

Section 1: Encroachments. The common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant or the builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2: Other Easements. There is hereby granted an easement

to all police, fire protection, ambulance and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association to enter in or cross over the common area provided for herein. Further, a blanket easement is hereby granted to any utility company or private or governmental agency providing water, natural gas, electrical service or telephone service to install, erect and maintain the necessary pipes, poles, lines and other necessary equipment in, on or under the common area.

ARTICLE VIII
GENERAL PROVISIONS

Section 1: Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner effect any other provision which shall remain in full force and effect.

Section 3: Term This Declaration shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2006. From and after this said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years, unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy-five percent (75%) of the Lots. Furthermore, this Declaration may be terminated at any time if (i) Owners of legal title of seventy-five percent (75%) of the Lots by affirmative vote elect to so terminate this Declaration and (ii) Declarant approves such termination in writing.

Section 4: Amendments. This Declaration may be amended or changed in whole or in part at any time by (i) the affirmative vote of the Owners of legal title of fifty-one percent (51%) of the Lots and (ii) the written approval of Declarant.

Section 5: Election Procedure for Amendments and Termination. The affirmative votes required under Section 3 or Section 4 of this Article may be obtained and evidenced either by a written consent to any such amendment or termination, as the case may be, signed by the requisite percentage of Owners (which such consent shall be in recordable form and presented to Declarant) or by the requisite vote by the Owners at a meeting of Owners duly called by at least five (5) Owners or by Declarant pursuant to notice in writing mailed to all of the Owners at their last known addresses on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the covenants herein). The notice of the meeting must set forth the proposal as to amendment or termination of this Declaration (and/or the covenants therein) and the affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or Declarant. In any event, a copy of the minutes must be delivered to Declarant.

Section 6: Recording of Amendments or Termination. Upon the requisite percentage of Owners duly voting to amend or terminate this Declaration (and/or the covenants herein) and upon the other conditions set forth in Section 3 or Section 4 (of this Article, as the case may be) and Section 5 of this Article being satisfied, then:

A. In the case of amendment, each amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Recorder of Deeds Office, Kerr County, Texas, accompanied by a statement that the requisite percentage of Owners had voted to make such amendment to this Declaration.

B. With respect to termination, a duly authorized agent of Declarant shall cause to be recorded with the Recorder of Deeds, Kerr County, Texas, a certificate of termination duly signed by such agent with his signature acknowledged.

Section 7: Effect. Upon the recording of the Certificate of termination as required by subparagraph B in Section 6 of this Article, these covenants and this Declaration shall have no further force and effect. Upon the filing of a Certificate of Amendment in accordance with subparagraph A in Section 6 of this Article, this Declaration and the covenants, as amended, shall remain in full force and effect, enforceable in accordance with its terms.

Section 8: Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the properties or any portion thereof. Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment signed by a duly authorized agent of Declarant, with his signature acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded shall be binding upon the properties and all persons having any interest in the properties. Except as provided in this Section 8 Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 4 of this Article.

Section 9: Gender and Grammar. Singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof to apply either to corporation, individuals, or other entities, man or woman, shall in all cases be assumed as though in all cases expressed.

IN WITNESS WHEREOF, Declarant herein has hereunto set its hand and seal this 23 day of March, 1983.

NRB, INC.

BY: Nancy Litch Baker
NANCY LITCH BAKER, PRESIDENT

ATTEST:

Emil Karl Prohl
EMIL KARL PROHL, SECRETARY

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared NANCY RITCH BAKER, President of NRB, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of March, 1983.

Wanda Pace
NOTARY PUBLIC KERR COUNTY, TEXAS



WANDA PACE
NOTARY PUBLIC, KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 5-31-87



FILED FOR RECORD

at 4:10 o'clock P.M.

JUN 18 1985

PATRICIA D'VE
Clerk County Court, Kerr County, Texas
By Patricia D'Ve Deputy

Filed by
R. L. S. ✓
Franklin & Taylor
2024-809-13 now
Hickman, Texas