

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RESERVATION

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION (this "Supplemental Declaration") made as of the 31st day of August, 1986, by RIVERHILL CLUB, INC. ("Declarant");

W I T N E S S E T H:

A. Declarant, or its predecessors, have heretofore executed and acknowledged (i) that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated May 27, 1975, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein, and has caused the Declaration to be filed in the Office of the County Clerk of Kerr County, Texas, in Volume 179, Page 822, et seq., Deed Records of Kerr County, Texas, and (ii) that certain Reservation of Architectural Control ("Reservation") of record in Volume 179, Page 806, Deed Records, Kerr County, Texas.

B. Declarant is the owner of certain additional real property (the "Additional Property") being more particularly described as RIVERHILL COTTAGES, a subdivision in Kerrville, Kerr County, Texas, according to the Plat thereof recorded in Volume 5, Page 269, Plat Records of Kerr County, Texas, and desires to subject the same to the terms and provisions of the Declaration and the Reservation.

C. Declarant is also the owner of the property described in EXHIBIT "A," attached hereto and made a part hereof for all purposes (the "Club Property"), on a portion of which is located the Riverhill Country Club and golf course.

D. Article XII of the Declaration provides that additional property may be included as a part of the Property (as defined in the Declaration) and may be made subject to the Declaration by Declarant's filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions providing for the extension of the covenants, conditions and restrictions of the Declaration to such additional property.

E. Declarant desires to subject the Additional Property to the Declaration and the Reservation, to reaffirm the terms, covenants, conditions, provisions and restrictions of the Declaration, as supplemented, and to subject the Club Property to the Reservation.

NOW, THEREFORE, the Declarant (i) reaffirms the Declaration and the Reservation, incorporates by reference each, all and every term, provision, covenant and restriction therein set forth, and reaffirms the recitals, reservations and declarations contained in the Declaration and the Reservation, (ii) declares that the Additional Property and any permanent improvements thereon are expressly subjected to, and shall be held, transferred, sold, conveyed and occupied subject to, the

covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration and Reservation, as reaffirmed in and as supplemented and added to by this Supplemental Declaration, and (iv) declares that the Additional Property shall be included as a part of the Property, as defined and specified in, and made the subject of, the Declaration and Reservation, and (v) declares that the Club Property (which includes the Additional Property) and any permanent improvements thereon are and shall be held, transferred, sold, conveyed and occupied subject to the Reservation and Declarant reserves the Reservation as to the Club Property.

Pursuant to Article XII of the Declaration, each of the numbered lots described in the plat of the Additional Property shall be designated and deemed to be "Lots" under the Declaration.

Each owner (as defined in the Declaration) of a Lot within the Additional Property for and on behalf of his heirs, executors, administrators, trustees, personal representatives, successors and assigns, agrees to be personally liable for all Maintenance Cost (as defined in the Declaration) imposed under the Declaration and shall be personally bound by all covenants set forth in the Declaration.

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

1. Residential. Each Lot within the Additional Property shall be used exclusively for single and/or multi-family residential purposes.

2. Utility Easements. Utility 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 easements over, under and across the the Additional Property are reserved by Declarant for itself, its successors and assigns, and the owners of the Lots within the Additional Property, their successors and assigns. Full rights of ingress and egress shall be had by any utility at all times over the Additional Property for the installation, operation, maintenance, repair or removal of any utility service, together with the right to remove any obstruction 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 over and across the Additional Property with respect to any unit and structure constructed thereon, for the overhang of the roof of any such originally constructed unit and structure and for the encroachment of any such originally constructed unit and structure, together with an easement and right of ingress and egress over and across the Additional Property for the maintenance of the portion of such unit and structure so encroaching or overhanging.

4. Ingress and Egress. Full rights of ingress and egress shall be had, and are hereby reserved, by Declarant, for itself, its successors and assigns, and for the owners of Lots within the Additional Property, at all times over and upon each Lot within

the Additional Property for the maintenance and repair of each Lot and structure thereon; provided that any such entry upon any Lot shall be made with as minimum inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the party making such entry.

5. Ingress and Egress Easement. ~~The Additional Property may be used by each Owner of the Additional Property and Declarant, and their successors and assigns, for regress, ingress and egress at all times over and upon the Additional Property for access to each Lot of the Additional Property and/or streets and the golf course adjacent to the Additional Property, by foot and vehicle; and in addition thereto each Owner of the Additional Property, and the Declarant, their successors and assigns, shall have the right of ingress and egress over and upon each adjoining Lot of the Additional Property 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 within the Additional Property, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Additional Property and in order to service the Additional Property.

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

8. Amendments. The Covenants, Conditions and Restrictions of this Supplemental Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Owners of the Additional Property and the Declarant and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. 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 may be by Declarant and any Owner of the Additional Property and 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 of the Additional Property 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

11. Headings. The headings contained in this Supplemental Declaration are for reference purposes only and shall not in any

way affect the meaning or interpretation of this Supplemental Declaration.

IN WITNESS WHEREOF, Declaration has caused this instrument to be executed in its name and on its behalf on this 2nd day of September, 1986, effective as of August 31, 1986.

RIVERHILL CLUB, INC.

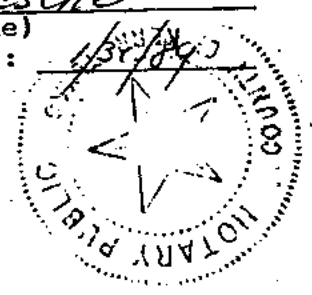
By: *George M. Underwood, Jr.*
George M. Underwood, Jr.,
President and Chairman of the
Board

THE STATE OF TEXAS §

THE COUNTY OF KERR §

This instrument was acknowledged before me on this 2nd day of September, 1986, by GEORGE M. UNDERWOOD, JR., PRESIDENT AND CHAIRMAN OF THE BOARD of RIVERHILL CLUB, INC., a Texas corporation, on behalf of said corporation.

Jimmie L. Peschel
Notary Public, State of Texas
Jimmie L. Peschel
(Notary's Printed Name)
My Commission Expires: 1/31/89



FILED FOR RECORD
at 3:45 o'clock P. M.

SEP 3 1986

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By *Patricia Mendez* Deputy