

803280

LOS ADOBES

VOL. 236 PAGE 245

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as this "Declaration") made on the date hereinafter set forth, by EMPIRE DRILLING COMPANY, a Texas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns property within the property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, the Property is subject to (i) that certain Declaration of Covenants, Conditions and Restrictions, dated May 27, 1975 and recorded in Volume 179, Page 822, et seq., of the Deed Records of Kerr County, Texas and (ii) that certain Reservation of Architectural Control, dated May 27, 1975 and recorded in Volume 179, Page 806, et seq., of the Deed Records of Kerr County, Texas; reference to each of which is hereby made for all purposes, (collectively "Prior Restrictions").

F. "Association" shall mean and refer to LOS ADOBES HOMEOWNERS ASSOCIATION, a non-profit association, its successors and assigns. Declarant and/or its Members may cause the Association to be incorporated as a non-profit corporation under the laws of the State of Texas which shall be the governing body of all Owners for the maintenance, repair, replacement, administration and operation hereof, and shall succeed to all the rights, powers, and duties of the Association. Upon the formation of such non-profit corporation, every Member shall automatically be a member thereof.

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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and contract purchasers.

H. "Plat" shall mean and refer to the plat or replat of the Property duly recorded in the Plat Records of Kerr County, Texas.

I. "Property" shall mean and refer to the property described in Exhibit "A", attached hereto, 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 described as "Common Area" in Exhibit "A", attached hereto, and such other property designated for the common use and enjoyment of the Owners by Declarant, on the Plat or otherwise in writing. The Common Area described in Exhibit "A", attached hereto, shall be conveyed to, and owned by, the Association.

K. "Assigned Parking Spaces" shall mean those parking spaces designated by Declarant, on the Plat or otherwise in writing, which shall be a part of the Common Area. Each Lot shall be assigned parking spaces by Declarant for the use and enjoyment for the purpose of vehicle parking by the Owner of the Lot designated by Declarant, and if not so designated such spaces shall be allocated and designated for use by each Owner and each Lot by the Association.

L. "Lot" shall mean and refer to each of the twenty-four tracts of land described in Exhibit "A", attached hereto and any other plot of land shown upon any recorded subdivision map or plat of the Property and/or designated as a "Lot" in writing by Declarant, with the exception of the Common Area.

M. "Member" shall mean and refer to every person or entity who is an Owner.

ARTICLE II

EXISTING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Existing Covenants, Conditions and Restrictions. The Property and Owners of Lots thereon are expressly subject to and bound by the Prior Restrictions and the covenants herein set forth are intended to be in addition to, but not in place of, the Prior Restrictions and should there be any conflict in the terms of the covenants herein set forth with

the terms of the Prior Restrictions, then, in such event, the Prior Restrictions will, in all events, control and be binding on the Owners.

ARTICLE III

COVENANTS BINDING ON PROPERTY AND OWNERS

Section 1. Property Bound. From and after the date of recordation of this Declaration, the Property, except as herein provided, shall be subject to the Covenants and the Covenants shall run with, be for the benefit of, and bind and burden the Property and each portion thereof.

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 conveying the same. 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.

Section 3. Additions. Additional lands may become subject to this Declaration in any of the following manners:

(a) The owner of any property (other than Declarant) who desires to add it to the scheme of this Declaration, may do so upon compliance with the provisions of subparagraph (b) herein by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the scheme of the covenants, conditions, and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the property described in Exhibit "A", attached hereto.

(b) In the event any owner desires the annexation of additional residential property and/or common area pursuant to subparagraph (a) herein, such annexation must have the affirmative approval of two-thirds (2/3rds) of each class of the Members.

Any additions made pursuant to subparagraphs (a) or (b) when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as surviving pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration for the Property except as hereinafter provided.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests 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 vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding any other provision of this Article, from and after January 1, 1983, the Class B Member(s) shall be entitled to only one vote for each Lot in which it holds the interest required for membership.

Section 3. Quorum and Notice Requirements. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Bylaws, as same may be amended from time to time.

ARTICLE V

PROPERTY RIGHTS VOL. 236 PAGE 249

Section 1. Members' Easements of Enjoyment. Subject to the provisions of this Declaration, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Area.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Area (including limiting the number of guests of Members);

(b) Subject to the affirmative approval of two-thirds (2/3rds) of each class of Members, the right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(d) The right of the Association, as provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Area;

(e) Subject to approval by written consent of two-thirds (2/3rds) of each class of Members, 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 upon such conditions as may be agreed to by the Members; and

(f) The right of each Owner to the use of the Assigned Parking Spaces.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments

to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the Maintenance Fund of the Association. The annual, special capital and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Area and of the Units situated upon the Property, including, but not limited to, the payment of taxes on and insurance in connection with the Common Area and the repair, replacement, and additions thereto, for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area, for carrying out the duties of the Association as set forth hereafter, and for carrying out the purposes of the Association.

Section 3. Improvement and Maintenance of the Common Area Prior to Conveyance to the Association. Until the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the sole responsibility and duty of improving and maintaining the Common Area, including, but not limited to, the payment of taxes on and insurance in connection with the Common Area and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area. In this regard, and until such time, all assessments, both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Area as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Area hereunder. Any sums required by Declarant to improve and maintain the Common Area, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Section 4. Basis and Amount of Annual Assessments.
The annual assessments shall be determined by the Board of Directors of the Association which determination shall be based upon the requirements of the Association to satisfy the expenses of the Association and its purposes for the next ensuing year.

Section 5. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized by Section 4 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of two-thirds (2/3rds) of each class of Members, as provided hereinafter.

Section 6. Uniform Rate of Assessments. Both annual and special assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots, except those which are exempt as herein provided.

Section 7. Date of Commencement of Assessments; Due Dates.
The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and shall be payable as the Board determines. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the amount of such annual assessment as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in the month.

The due date or dates, if it is to be paid in installments, of any special assessment under Section 5 hereof or of any special individual assessment under Section 1 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid within thirty (30) days after the date(s) specified in the notice to the Owner then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. Each Owner by his acceptance of a deed or conveyance of his Lot hereby grants a continuing lien on the Lot of each such Owner as security for such assessments which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns, and each Owner by his acceptance of a deed or conveyance of his Lot hereby grants, sells and conveys such Lot to David L. Jackson, Trustee, and his successors in trust, to further secure such obligations, with the express power of sale and the right of the Association to sell such Lot at public sale in accordance with Article 3810, Texas Revised Civil Statutes. Further, the Declarant hereby retains a vendor's lien against each Lot as security for said assessments and said vendor's lien is hereby transferred and assigned to the Association without recourse. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the due date specified in the notice to the Owner, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election and in addition to any and all other rights or remedies hereunder, at law or in equity, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in any action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment for purchase money or improvements; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or transfer in lieu thereof of such property pursuant to the terms and conditions of any such deed of trust or mortgage. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Area as defined herein.

No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any restrictions, covenants and conditions or rules and regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance herewith. Any sale, transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements hereof.

ARTICLE VII**GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 1. Powers and Duties. The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of the Maintenance Fund provided for herein, the following:

(a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Area, rather than against the individual Owners.

(b) Maintenance of the Common Area.

(c) Care and preservation of the Common Area.

(d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; it being expressly agreed that each Owner agrees to be bound by any such management agreement(s).

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in such amounts and with such coverages as the Board of Directors shall determine; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(g) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(a) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(b) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(c) To protect or defend the Common Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(d) To make reasonable rules and regulations for the operation of the Common Area and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by two-thirds of the Members, or, with respect to a rule applicable to less than all of the Property, by the Members in the portions affected.

(e) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(f) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(g) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the Unit and improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such Unit and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand together with interest thereon at the rate of 10% per annum from the date of demand until paid, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 3. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

Section 4. Fire and Casualty Insurance. Each Owner shall maintain, at such Owner's expense, adequate fire and casualty insurance on his Unit, with extended coverage.

ARTICLE VIII

USE OF LOTS AND COMMON AREA - PROTECTIVE COVENANTS

The Property (and each Lot situated therein) and the Common Area shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for residential purposes.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from the Common Area, without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any applicable law. No waste shall be committed in the Common Area.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Board, except signs temporarily used by Declarant or any Owner in the development, sale or leasing of Lots.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Board.

Section 7. Damage to the Common Area. Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

Section 9. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

Section 10. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Property except in sanitary containers.

Section 11. Boats. A motorboat, houseboat or other similar water-borne vehicle may not be maintained, stored or kept on any parcel of property covered by these covenants.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property

nor erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any other improvements, shall be commenced, erected or maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted to and approved by the Board of Directors of the Association and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Board, or by representative(s) appointed by the Board; provided, however, that the provisions of this Article shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Board and retained by the Board. In the event the Board or its designated representative(s), fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Board nor its designated representative(s) shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

ARTICLE X

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its successors and assigns. 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.

Section 2. Overhang Easements. Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Property with the roof of any Unit on the Property as any such roof is originally constructed by Declarant, but not otherwise.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Maintenance Fund.

Section 4. Encroachments. The Common Area and each Lot 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 5. Other Easements. There is hereby granted an easement to all police, fire protection, ambulance and all similar persons to enter upon the Common Area and each Lot 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 XI

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 affect 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, 2004. 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 ten (10) 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 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 chartered lending institution as a condition precedent to lending funds upon the security of the Property 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 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 Property and all persons having any interest in the Properties.

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, men or women, shall in cases be assued as though in all cases expressed.

Section 10. 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.

Section 11. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 12. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 13. Reservation of Right to Resubdivide and Replat. Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any of the other Owners or any other owner of a portion of the Property and each such Owner and other owner expressly waive any notice of; and any right to consent to, any such resubdivision or replat and expressly agree that Declarant may resubdivide and replat as herein set forth without any notice to, or consent of, any such Owner or other owner.

IN WITNESS WHEREOF, Declarant herein has executed this Declaration this 6 day of June, 1980.

EMPIRE DRILLING COMPANY

BY: [Signature]



[Signature]
Secretary

The foregoing Declaration is being joined in by the undersigned, owners of portions of the Property, in evidence of their consent, approval, acceptance, adoption and ratification of the Declaration and all covenants, conditions and restrictions set forth therein; so that the undersigned hereby declare that the portions of the Property owned by each of them

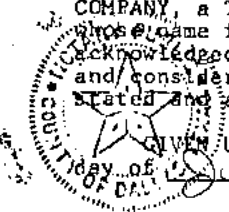
shall be owned and held subject to the Declaration and its covenants, conditions and restrictions.

Hilre Hunt Stuart Hunt Jackie L. Copeland
Hilre Hunt Stuart Hunt Jackie L. Copeland

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority on this day personally appeared Sherman Hunt, of EMPIRE DRILLING COMPANY, a Texas corporation, 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 and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



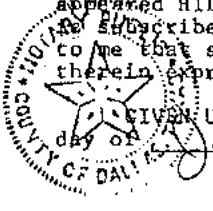
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Glynda R. Boyer
Notary Public in and for
Dallas County, Texas
My commission expires: 10-18-81
Glynda R. Boyer
(type or print name of notary)

THE STATE OF TEXAS §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority on this day personally appeared HILRE HUNT, 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.



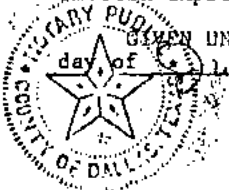
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Glynda R. Boyer
Notary Public in and for
Dallas County, Texas
My commission expires: 10-18-81
Glynda R. Boyer
(type or print name of notary)

THE STATE OF TEXAS §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority on this day personally appeared STUART HUNT, 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 and consideration therein expressed.



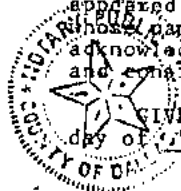
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of June, 1980.

Blondie R. Bryan
Notary Public in and for
Dallas County, Texas
My commission expires: 10-18-81
Blondie R. Bryan
(type or print name of notary)

THE STATE OF NEW YORK §

COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority on this day personally appeared JACKIE L. COPELAND, 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 and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Blondie R. Bryan
Notary Public in and for
Dallas County, Texas
My commission expires: 10-18-81
Blondie R. Bryan
(type or print name of notary)

I. PROPERTY;

Those certain twenty-four lots or parcels of land described on pages A-1 - A-18, B-1 - B-3, C-1 - C-2, and D-1 of this Exhibit "A", attached hereto and made a part hereof for all purposes, together with the Common Area described and specified in II below.

II. COMMON AREA:

That certain Common Area and parcel of land more particularly described as the property described on pages 2 and 3 of this Exhibit "A", attached hereto and made a part hereof for all purposes, save and except the twenty four lots or parcels described on pages A-1 - A-18, B-1 - B-3, C-1 - C-2 and D-1 of this Exhibit "A", attached hereto.

Being all of a certain tract or parcel of land out of Block Two of Riverhill Townhouse Tracts No. One in Kerr County, Texas according to Plat of Record in Volume 4, Page 24, of the Plat Records of Kerr County, Texas, reference to which plat of such subdivision being here made for all purposes, comprised of the three tracts of land described as follows:

TRACT ONE: All of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15;

TRACT TWO: Parts of Lots No. 16 and No. 17 as follows: BEGINNING at an existing 1/2" iron stake for the north-east corner of the herein described tract in the west right-of-way line of Sand Bend Drive, in a circular part of said street formerly a cul-de-sac having a 62.0 foot radius, the southeast corner of Lot No. 15, and the Northeast corner of Lot No. 16 in said Block Two;

THENCE along the right of way line of said Sand Bend Drive and the east line of said Lot No. 16, 14.64 feet to a 1/2" iron stake set for the southeast corner of the herein described tract;

THENCE along the westerly right of way line of Sand Bend Drive extension; upon, over and across said Lot No. 16, S. 27° 18' W., 50.61 feet to a point in the common line between said Lots No. 16 and No. 17, then S. 27° 18' W., 116.66 feet upon, over and across said Lot No. 17 to a 1/2" iron stake set for the southwest corner of the herein described tract in the southwest line of said Lot No. 17 and Block Two;

THENCE along the southwesterly line of said Block Two; N. 45° 13' W., 39.71 feet along the southwest line of said Lot No. 17 to an existing 1/2" iron stake, the west corner of said Lot No. 17, and the south corner of Lot No. 16; and along the southwesterly line of said Lot No. 16, N. 45° 10' W., 55.03 feet to an existing 1/2" iron stake at an angle point and N. 10° 50' W., 63.00 feet to an existing 1/2" iron stake at the north-west corner of said Lot No. 16, the southwest corner of Lot No. 15;

THENCE along the common line between said Lots No. 15 and No. 16, N. 77° 23' E., 154.41 feet to the PLACE OF BEGINNING, containing 0.26 acre of land, more or less.

TRACT THREE: Part of the undesignated area of Block Two west of Sand Bend Drive and northeast of and abutting Lot No. 1 of said Block Two, as follows: BEGINNING at an existing 1/2" iron stake for the south corner of the herein described tract in the west right of way line of Sand Bend Drive, the northeast corner of said Lot No. 1;

THENCE along the west right of way line of said Sand Bend Drive; N. 09° 24' W., 101.22 feet to an existing 1/2" iron stake at the beginning of an 83° 41' curve to the right having a central angle of 54° 34' and a 68.47 foot radius; 65.21 feet along said 83° 41' curve to its end, the most easterly corner of the herein described tract;

THENCE N. 44° 50' W., 2.37 feet to a point for the most northerly corner of the herein described tract in the northwest line of said Block Two and Riverhill Townhouse Tracts No. One;

THENCE along said northwest line of Block Two and Riverhill Townhouse Tracts No. One, S. 45° 20' W., 127.40 feet to an existing 1/2" iron stake for the west corner of the herein described tract, the north corner of said Lot No. 1;

THENCE along the northeast line of said Lot No. 1, S. 51° 18' E., 114.72 feet to the PLACE OF BEGINNING, containing 0.13 acre of land, more or less.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-A of the Los Adobes Development, comprising parts of Lots No. 2 and No. 3 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3002 ft. S.44° 58'W. and 44 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.51° 07'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Unit No. 521-A and No. 521-E: S.51° 07'E. 29.38 ft., S.38° 53'W. 6.17 ft., S.51° 07'E. 2.00 ft., S.38° 53'W. 6.39 ft.; and S.51° 07'E. 4.87 ft. to the center of a party wall of Unit No. 521-D;

THENCE, with the center of party walls, S.38° 53'W: 0.67 ft. along Unit No. 521-D, and 13.50 ft. along Unit No. 521-C, a total distance of 14.17 ft. to a corner of Unit No. 521-C; along the face of outside walls, N.51° 07'W., 6.54 ft.; and S.38° 53'W., 14.00 ft. and S.38° 53'W., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, N.51° 07'W., 32.71 ft. to the west corner of the herein described tract;

THENCE, N.38° 53'E., 43.73 ft. to the PLACE OF BEGINNING, containing 1532 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-B of the Los Adobes Development, comprising parts of Lots No. 1 and No. 2 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estate Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3002 ft. S.44° 58'W. and 44 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.51° 07'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 521-A and No. 521-B: S.51° 07'E. 29.38 ft., S.38° 53'W. 6.17 ft. S.51° 07'E. 2.00 ft., S.38° 53'W. 6.39 ft., S.51° 07'E. 4.87 ft. to the center of a party wall of Unit No. 521-D;

THENCE, with the center of a party wall between Units No. 521-B and 521-D; S.38° 53'W., 53.21 ft. to the face of an outside wall; and S.38° 53'W., 3.00 ft. to the east corner of the herein described tract;

THENCE, N.51° 07'W., 39.25 ft. to the north corner of the herein described tract;

THENCE, S.38° 53'W., 43.65 ft. to the PLACE OF BEGINNING, containing 1787 square feet of land within these metes and bounds.

RECORDER'S MEMO, LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-C of the Los Adobes Development, comprising parts of Lots No. 2 and No. 3 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 2995 ft. S.44° 58'W. and 130 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.51° 07'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.51° 07'W., 8.00 ft., and N.38° 53'E., 1.55 ft.; along the center of a party wall between Units No. 521-C and No. 521-D: N.51° 07'W. 29.60 ft., S.38° 53'W. 13.22 ft., and N.51° 07'W. 7.00 ft. to the center of a party wall of Unit No. 521-A;

THENCE, along the center of a party wall between Units No. 521-A and No. 521-C, S.38° 53'W. 13.50 ft. to a corner of Unit No. 521-A; along the face of an outside wall, S.51° 07'E., 7.08 ft.; and S.38° 53'W., 17.00 to the west corner of the herein described tract;

THENCE, S.51° 07'E., 40.52 ft. to the south corner of the herein described tract;

THENCE, N.38° 53'E., 42.17 ft. to the PLACE OF BEGINNING, containing 1851 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-D of the Los Adobes Development, comprising parts of Lots No. 1 and No. 2 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 2995 ft. S.44° 58'W. and 130 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.51° 07'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.51° 07'W., 8.00 ft., and N.38° 53'E., 1.55 ft.; along the center of a party wall between Units No. 521-C and No. 521-D: N.51° 07'W. 29.60 ft., S.38° 53'W. 13.22 ft., and N.51° 07'W. 7.0 ft. to the center of a party wall of Unit No. 521-A;

THENCE, with the center of party walls, N.38° 53'E: 0.67 ft. along Unit No. 521-A, 53.21 ft. along Unit No. 521-B to the face of an outside wall, and 3.00 ft., a total of 56.88 ft. to the north corner of the herein described tract;

THENCE, N.51° 07'E., 41.20 ft. to the northerly east corner of the herein described tract; in the northwesterly right-of-way line of Sand Bend Drive;

THENCE, along the northwesterly right-of-way line of Sand Bend Drive, S.09° 21'E., 8.59 ft. to the southerly east corner of the herein described tract;

THENCE, S.38° 53'W., 39.49 ft. to the PLACE OF BEGINNING, containing 2170 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-A of the Los Adobes Development, comprising parts of Lots No. 4 and No. 5 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxwell Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 3076 ft. S.44° 58'W. and 84 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.26° 08'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 531-A and No. 531-B: S.26° 08'W. 29.33 ft., N.63° 52'W. 6.17 ft., S.26° 08'W. 2.00 ft., N.63° 52'W. 6.50 ft., and S.26° 08'W. 5.04 ft. to the center of a party wall of Unit No. 531-D;

THENCE, with the center of party walls, N.63° 52'W.: 0.67 ft. along Unit No. 531-D, and 13.50 ft. along Unit No. 531-C, a total distance of 14.17 ft. to a corner of Unit No. 531-C; along the face of outside walls, N.26° 08'E., 6.71 ft. and N.63° 52'W., 14.00 ft.; and N.63° 52'W., 3.00 ft. to the west corner of the herein described tract;

THENCE, N.26° 08'E., 32.66 ft. to the north corner of the herein described tract;

THENCE, S.63° 52'E., 43.84 ft. to the PLACE OF BEGINNING, containing 1536 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-B of the Los Adobes Development, comprising parts of Lots No. 3, No. 4 and No. 5 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3076 ft. S.44° 58'W. and 84 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.26° 08'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 531-A and No. 531-B: S.26° 08'W. 29.33 ft., N.63° 52'W. 6.17 ft., S.26° 08'W. 2.00 ft., N.63° 52'W. 6.50 ft., S.26° 08'W. 5.04 ft. to the center of a party wall of Unit No. 531-D;

THENCE, with the center of a party wall, between Units No. 531-B and No. 531-D; S.63° 52' 53.12 ft. to the face of an outside wall and S.63° 52'E., 3.00 ft. to the south corner of the herein described tract;

THENCE, N.26° 08'E., 39.37 ft. to the east corner of the herein described tract;

THENCE, N.63° 52'W., 43.45 ft. to the PLACE OF BEGINNING, containing 1787 square feet of land within these metes and bounds.

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-C of the Los Adobes Development, comprising parts of Lots No. 5 and No. 6 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 3159 ft. S.44° 58'W. and 110 ft. S.45°E. front the north corner of said Survey No. 147;

THENCE, N.26° 08'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.26° 08'E., 8.00 ft., and S.63° 52'E., 1.64 ft.; along the center of a party wall between Units No. 531-C and No. 531-D: N.26° 08'E. 29.48 ft., N.63° 52'W. 13.13 ft. and N.26° 08'E. 7.00 ft. to the center of a party wall of Unit No. 531-A;

THENCE, along the center of a party wall between Units No. 531-A and No. 531-C, N.63° 52'W., 13.50 ft. to a corner of Unit No. 531-A; along the face of an outside wall, S.26° 08'W., 6.83 ft.; and N.63° 52'W., 17.00 ft. to the westerly north corner of the herein described tract;

THENCE, S.26°08'W., 40.65 ft. to the west corner of the herein described tract;

THENCE, S.63° 52'E., 41.99 ft. to the PLACE OF BEGINNING, containing 1845 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-D of the Los Adobes Development, comprising parts of Lots No. 4, No. 5 and No. 6 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxwell Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3159 ft. S.44° 58'W. and 110 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.26° 08'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.26° 08'E., 8.00 ft., and S.63° 52'E., 1.64 ft.; along the center of a party wall between Units No. 531-C and No. 531-D: N.26° 08'E. 29.48 ft., N.63° 52'W. 13.13 ft., and N.26° 08'E. 7.00 ft. to the center of a party wall of Unit No. 531-A;

THENCE, with the center of party walls, S.63° 52'E: 0.67 ft. along Unit No. 531-A, 53.12 ft. along Unit No. 531-B to the face of an outside wall, and 3.00 ft., a total distance of 56.79 ft. to the east corner of the herein described tract;

THENCE, S.26° 08'W., 47.48 ft. to the south corner of the herein described tract;

THENCE, N.63° 52'W., 45.30 ft. to the PLACE OF BEGINNING, containing 2183 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-A of the Los Adobes Development, comprising parts of Lots No. 7 and No. 8 in Block No. Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 3217 ft. S.44° 58'W. and 82 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.36° 31'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 537-A and No. 537-B: S.36° 31'W. 29.11 ft., N.53° 29'W. 6.17 ft., S.36° 31'W. 2.00 ft., N.53° 29'W. 6.45 ft., and S.36° 31'W. 5.18 ft. to the center of a party wall of Unit No. 537-D;

THENCE, with the center of party walls, N.53° 29'W.: 0.67 ft. along Unit No. 537-D, and 13.50 ft. along Unit No. 537-C, a total distance of 14.17 ft. to a corner of Unit No. 537-C; along the face of outside walls, N.36° 31'E., 6.85 ft., and N.53° 29'W., 14.00 ft.; and N.53° 29'W., 3.00 ft. to the west corner of the herein described tract;

THENCE, N.36° 31'E., 32.44 ft. to the north corner of the herein described tract;

THENCE, S.53° 29'E., 43.79 ft. to the PLACE OF BEGINNING, containing 1526 square feet of land within these metes and bounds.

VOL. 236 PAGE 275

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-B of the Los Adobes Development, comprising parts of Lots No. 7 and No. 8 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 347, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3217 ft. S.44° 58'W. and 82 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.36° 31'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 537-A and No. 537-B: S.36° 31'W. 29.11 ft., N.53° 29'W. 6.17 ft., S.36° 31'W. 2.00 ft., N.53° 29'W. 6.45 ft., S.36° 31'W. 5.18 ft. to the center of a party wall of Unit No. 537-D;

THENCE, with the center of a party wall between Units No. 537-B and No. 537-D; S.53° 29' 53.02 ft. to the face of an outside wall and S.53° 29'E., 3.00 ft. to the south corner of the herein described tract;

THENCE, N.36° 31'E., 39.29 ft. to the east corner of the herein described tract;

THENCE, N.53° 29'W., 43.40 ft. to the PLACE OF BEGINNING, containing 1783 square feet of land within these metes and bounds.

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-C of the Los Adobes Development, comprising parts of Lots No. 8 and No. 9 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 62 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 3303 ft. S.44° 58'W. and 93 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.36° 31'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.36° 31'E., 8.00 ft., and S.53° 29'E., 1.76 ft.; along the center of a party wall between Units No. 537-C and No. 537-D: N.36° 31'E. 29.49 ft., N.53° 29'W. 13.08 ft., and N.36° 31'E. 7.00 ft. to the center of a party wall of Unit No. 537-A;

THENCE, along the center of a party wall between Units No. 537-A and 537-C, N.53° 29'W., 13.50 ft. to a corner of Unit No. 537-A; along the face of an outside wall, S.36° 31'W., 6.97 ft.; and N.53° 29'W., 17.00 ft. to the westerly north corner of the herein described tract;

THENCE, S.36° 31'W., 40.52 ft. to the west corner of the herein described tract;

THENCE, S.53° 29'E., 41.82 ft. to the PLACE OF BEGINNING, containing 1840 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-D of the Los Adobes Development, comprising parts of Lots No. 8 and No. 9 in Block Two of Riverhill Townhouse Tracts No. One according to plot of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3303 ft. S.44° 58'W. and 93 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.36° 31'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.36° 31'E., 8.00 ft., and S.53° 29'E., 1.76 ft.; along the center of a party wall between Units No. 537-C and No. 537-D; N.36° 31'E. 29.49 ft., N.53° 29'W. 13.08 ft., and N.36° 31'E. 7.00 ft. to the center of a party wall of Unit No. 537-A;

THENCE, with the center of party walls, S.53° 29'E.: 0.67 ft. along Unit No. 537-A, 53.02 ft. along Unit No. 537-B to the face of an outside wall, and 3.00 ft., a total of 56.69 ft. to the east corner of the herein described tract;

THENCE, S.36° 31'W., 47.49 ft. to the south corner of the herein described tract;

THENCE, N.53° 29'W., 45.37 ft. to the PLACE OF BEGINNING, containing 2182 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 541-A of the Los Adobes Development, comprising parts of Lots No. 10 and No. 11 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less, 3342 ft. S.44° 58'W. and 149 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.82° 09'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 541-A and No. 541-B: N.82° 09'W. 29.27 ft., N.07° 51'E. 6.17 ft., N.82° 09'W. 2.00 ft., N.07° 51'E. 6.60 ft., and N.82° 09'W. 5.35 ft. to the center of a party wall of Unit No. 541-D;

THENCE, with the center of party walls, N.07° 51'E. 0.67 ft. along Unit No. 541-D, and 13.50 ft. along Unit No. 541-C, a total of 14.17 ft. to a corner of Unit No. 541-C; along the face of outside walls, S.82° 09'E., 7.02 ft., and N.07° 51'E., 14.09 ft.; and N.07° 51'E., 3.00 ft. to the northwest corner of the herein described tract;

THENCE, S.82° 09'E., 32.60 ft. to the northeast corner of the herein described tract;

THENCE, S.07° 51'W., 43.93 ft. to the PLACE OF BEGINNING, containing 1541 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land known as Unit No. 541-B of the Los Adobes Development, comprising parts of Lots No. 10, No. 11 and No. 12, in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3342 ft. S.44° 58'W. and 149 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.82° 09'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 541-A and No. 541-B: N.82° 09'W. 29.27 ft., N.07° 51'E. 6.17 ft., N.82° 09'W. 2.00 ft., N.07° 51'E. 6.60 ft., N.82° 09'W. 5.35 ft. to the center of a party wall of Unit No. 541-D;

THENCE, with the center of a party wall, between Units No. 541-B and 541-D, S.07° 51'W., 53.13 ft. to the face of an outside wall, and S.07° 51'W., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, S.82° 09'E., 39.62 ft. to the southeast corner of the herein described tract;

THENCE, N.07° 51'E., 43.36 ft. to the PLACE OF BEGINNING, containing 1754 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 541-D of the Los Adobes Development, comprising parts of Lots No. 11, No. 12 and No. 13 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less, 3393 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.82° 09'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.82° 09'E., 8.00 ft., and S.07° 51'W., 1.70 ft.; along the center of a party wall between Units No. 541-C and 541-D: S.82° 09'E. 29.45 ft., N.07° 51'E. 12.98 ft., and S.82° 09'E. 7.00 ft. to the center of a party wall of Unit No. 541-A;

THENCE, with the center of party walls, S.07° 51'W.: 0.67 ft. along Unit No. 541-A; 53.13 ft. along Unit No. 541-B to the face of an outside wall, and 3.00 ft. a total of 56.80 ft. to the southeast corner of the herein described tract;

THENCE, N.82° 09'W., 47.45 ft. to the southwest corner of the herein described tract;

THENCE, N.07° 51'E., 45.52 ft. to the PLACE OF BEGINNING, containing 2189 square feet of land within these metes and bounds,

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-A of the Low Adobes Development, comprising parts of Lots No. 13 and No. 14 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less: 3457 ft. S.44° 58'W. and 120 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.71° 48'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 549-A and No. 549-B: S.71° 48'W. 29.43 ft., N.18° 12'W. 6.17 ft., S.71° 48'W. 2.00 ft., N.18° 12'W. 6.50 ft., and S.71° 48'W. 5.01 ft. to the center of a party wall of Unit No. 549-D;

THENCE, with the center of party walls, N.18° 12'W.: 0.67 ft. along Unit No. 549-D, and 13.50 ft. along Unit No. 549-C, a total distance of 14.17 ft. to a corner of Unit No. 549-C; along the face of outside walls, N.71° 48'E., 6.68 ft., and N.18° 12'W., 14.00 ft.; and N.18° 12'W., 3.00 ft. to the northwest corner of the herein described tract;

THENCE, N.71° 48'E., 32.76 ft. to the northeast corner of the herein described tract;

THENCE, S.18° 12'E., 43.84 ft. to the PLACE OF BEGINNING, containing 1540 square feet of land within these metes and bounds.

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-D of the Low Adobes Development, comprising parts of Lots No. 14 and No. 15 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less, 3534 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.71° 48'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.71° 48'E., 8.00 ft., and S.18° 12'E., 1.68 ft.; along the center of a party wall between Units No. 549-C and No. 549-D; N.71° 48'E. 29.53 ft., N.18° 12'W. 13.30 ft., and N.71° 48'E. 7.00 ft. to the center of a party wall of Unit No. 549-A;

THENCE, with the center of party walls, S.18° 12'E.: 0.67 ft. along Unit No. 549-A, 53.12 ft. along Unit No. 549-B to the face of an outside wall, and 3.00 ft. a total of 56.79 ft. to the southeast corner of the herein described tract;

THENCE, S.71° 48'W., 47.53 ft. to the southwest corner of the herein described tract;

THENCE, N.18° 12'W., 45.17 ft. to the PLACE OF BEGINNING, containing 2179 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-D of the Los Adobes Development, comprising parts of Lots No. 15 and No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estate Ltd., by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less 3547 ft. S.44° 58'W. and 193 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.76° 53'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.76° 53'W., 8.00 ft., and N.13° 07'W., 1.53 ft.; along the center of a party wall between Units No. 551-C and No. 551-D; S.76° 53'W. 29.63 ft., S.13° 07'E. 13.32 ft., an S.76° 53'W. 7.0 ft. to the center of a party wall of Unit No. 551-A;

THENCE, with the center of party walls, N.13° 07'W.; 0.67 ft. along Unit No. 551-A, 53.11 ft. along Unit No. 551-B to the face of an outside wall, and 3.00 ft., a total of 56.78 ft. to the northwest corner of the herein described tract;

THENCE, N.76° 53'E., 47.63 ft. to the northeast corner of the herein described tract;

THENCE, S.13° 07'E., 44.98 ft. to the PLACE OF BEGINNING, containing 2180 square feet of land within these metes and bounds.

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Being all of a certain lot, tract or parcel of land, known as Unit No. 541-C of the Los Adobes Development, comprising parts of Lots No. 10, No. 11 and No. 12 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3393 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.82° 09'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.82° 09'E., 8.00 ft., and S.07° 51'W., 1.70 ft.; along the center of a party wall between Units No. 541-C and No. 541-D: S.82° 09'E. 29.45 ft., N.07° 51'E. 12.98 ft., and S.82° 09'E. 7.00 ft. to the center of a party wall of Unit No. 541-A;

THENCE, along the center of a party wall between Units No. 541-A and 541-C, N.07° 51'E., 13.50 ft. to a corner of Unit No. 541-A; along the face of an outside wall, N.82° 09'W., 6.95 ft.; and N.07° 51'E., 17.00 ft. to the northeast corner of the herein described tract;

THENCE, N.82° 09'W., 40.50 ft. to the northwest corner of the herein described tract;

THENCE, S.07° 51'W., 41.77 ft. to the PLACE OF BEGINNING, containing 1835 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-C of the Los Adobes Development, comprising parts of Lots No. 13 and No. 14 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 201 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3534 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.71° 48'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.71° 48'E., 8.00 ft., and S.18° 12'E., 1.68 ft.; along the center of a party wall between Units No. 549-C and 549-B: N.71° 48'E. 29.53 ft., N.18° 12'W. 13.30 ft., and N.71° 48'E. 7.00 ft. to the center of a party wall of Unit No. 549-A;

THENCE, along the center of a party wall between Units No. 549-A and No. 549-C, N.18° 12'W., 13.50 ft. to a corner of Unit No. 549-A; along the face of an outside wall, S.71° 48'W., 6.89 ft.; and N.18° 12'W., 17.00 ft. to the northeast corner of the herein described tract;

THENCE, S.71° 48'W., 40.64 ft. to the northwest corner of the herein described tract;

THENCE, S.18° 12'E., 42.12 ft. to the PLACE OF BEGINNING, containing 1853 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-C of the Los Adobes Development, comprising parts of Lots No. 16 and No. 17 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3547 ft. S.44° 58'W. and 193 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.76° 53'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.76° 53'W., 8.00 ft., and N.13° 07'W., 1.53 ft.; along the center of a party wall between Units No. 551-C and No. 551-D: S.76° 53'W. 29.63 ft., S.13° 07'E. 13.32 ft., and S.76° 53'W. 7.00 ft. to the center of a party wall of Unit No. 551-A;

THENCE, along the center of a party wall between Units No. 551-A and No. 551-C, S.13° 07'E., 13.50 ft. to a corner of Unit No. 551-A; along the face of an outside wall, N.76° 53'E., 7.20 ft.; and S.13° 07'E., 17.00 ft. to the southwest corner of the herein described tract;

THENCE, N.76° 53'E., 40.43 ft. to the southeast corner of the herein described tract;

THENCE, N.13° 07'W., 42.20 ft. to the PLACE OF BEGINNING, containing 1855 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-B of the Los Adobes Development, comprising parts of Lots No. 14 and No. 15 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3457 ft. S.44° 58'W. and 120 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.71° 48'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 549-A and 549-B: S.71° 48'W. 29.43 ft., N.18° 12'W. 6.17 ft., S.71° 48'W. 2.00 ft., N.18° 12'W. 6.50 ft., S.71° 48'W. 5.01 ft. to the center of a party wall of Unit No. 549-D;

THENCE, with the center of a party wall, between Units No. 549-B and No. 549-D, S.18° 12'E., 53.12 ft. to the face of an outside wall, and S.18° 12'E., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, N.71° 48'E., 39.44 ft. to the southeast corner of the herein described tract;

THENCE, N.18° 12'W., 43.45 ft. to the PLACE OF BEGINNING, containing 1789 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-B of the Los Adobes Development, comprising parts of Lots No. 15 and No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4, at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3620 ft. S.44° 58'W. and 146 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.76° 53'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 551-A and No. 551-B: N.76° 53'E. 29.54 ft., S.13° 07'E. 6.17 ft., N.76° 53'E. 2.00 ft., S.13° 07'E. 6.31 ft., N.76° 53'E. 4.81 ft. to the center of a party wall of Unit No. 551-D;

THENCE, with the center of a party wall between Units No. 551-B and No. 551-D, N.13° 07'W., 53.10 ft. to the face of an outside wall, and N.13° 07'W., 3.00 ft. to the northeast corner of the herein described tract;

THENCE, S.76° 53'W., 39.35 ft. to the northwest corner of the herein described tract;

THENCE, S.13° 07'E., 43.62 ft. to the PLACE OF BEGINNING, containing 1789 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-A of the Los Adobes Development, comprising part of Lot No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt, Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxwell Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less 3620 ft. S.44° 58'W. and 146 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.76° 53'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 551-A and No. 551-B: N.76° 23'E. 29.54 ft., S.13° 07'E. 6.17 ft., N.76° 53'E. 2.00 ft., S.13° 07'E. 6.31 ft., and N.76° 53'E. 4.81 ft. to the center of a party wall of Unit No. 551-D;

THENCE, with the center of party walls, S.13° 07'E: 0.67 ft. along Unit No. 551-D, and 13.50 ft. along Unit No. 551-C, a total distance of 14.17 ft. to a corner of Unit No. 551-C; along the face of outside walls, S.76° 53'W., 6.48 ft., and S.13° 07'E., 14.0 ft.; and, S.13° 07'E., 3.00 ft. to the southeast corner of the herein described tract;

THENCE, S.76° 53'W., 32.87 ft. to the southwest corner of the herein described tract;

THENCE, N.13° 07'W., 43.65 ft. to the PLACE OF BEGINNING, containing 1535 ft. square feet of land within these metes and bounds.

D-1

P. 803280

*Declarations of Covenants,
Conditions and Restrictions*

Los Adobes

*To
The Public*

FILED FOR RECORD
at 10:35 o'clock A.M.
JUN 18 1980
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By *Betty J. Loney* Deputy

Filed & Return:
Wallace E. Jackson
Kerrville, Texas 78028

Filed for record June 18, 1980 at 10:35 o'clock A.M.
Recorded June 24, 1980
EMMIE M. MUENKER, Clerk By *Betty J. Loney* Deputy