

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

832532

VOL. 274 PAGE 367

FILED 3-20-83 AT COURTHOUSE

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 9th day of AUGUST, 1982, by RIVERHILL CLUB, INC., a Texas limited partnership ("Declarant"), and amended February 27, 1983;

WITNESSETH:

A. Declarant has heretofore executed and acknowledged 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., of the Deed Records of Kerr County, Texas.

B. Declarant is the owner of certain additional real property (the "Additional Property") being more particularly described as Riverhill Townhouse Tracts No. Eight, a subdivision in Kerr County, Texas, according to the Plat thereof recorded in Volume 4, Page 279 of the Plat Records of Kerr County, Texas, and desires to subject the same to the terms and provisions of the Declaration. These restrictions apply to Lots 1-15, Block 1; Lots 1-21, Block 2; Lots 2-26, Block 3, described as Riverhill Townhouse Tract No. Eight. (the "Additional Property").

C. 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.

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

NOW, THEREFORE, the Declarant (i) reaffirms the Declaration and the recitals and declaration contained in the Declaration, (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, as reaffirmed in and as supplemented and added to by this Supplemental Declaration, (iii) supplements and adds to the Declaration as herein provided, and (iv) declares that the Additional Property shall be included as a part of the Property, as defined and specified in the Declaration.

Pursuant to Article XII of the Declaration each of the numbered lots described in the respective plats 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, 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. Building Restrictions. The following restrictions shall apply to each respective portion of the Additional Property, as specified:

(a) BLOCK 1 - GOLF COURSE LOTS 1-15, BLOCK 1

(i) All units and structures shall be built no closer to the golf course and the street than the building set-back line set forth on the plat of the Additional Property. No common or party walls shall be permitted in this block. Permission may be given to build 1 Townhouse on 1 1/2 or 2 lots by Declarant.

(ii) All units and structures may be built on the Lot line (herein called "zero Lot line") on the left when facing the Lot from Oakland Hills Lane. When using such a zero Lot line, a minimum of 10 feet must remain between the unit and structure and the Lot line on the other side of such Lot (herein called "non-zero Lot line"). The wall on the zero Lot line must be 100% masonry, which masonry portion must exceed 8 feet above the foundation with no windows; provided, that the non-masonry portion of said wall may be any height above said 8 feet and that fixed glass (for light in vaulted rooms) may be placed above said 8 feet. Units and structures adjacent to a non-zero Lot line may erect a masonry wall not to exceed 5 feet in height on the side property line provided it extends no closer to the golf course than the structure, or closer to the street than that side of the townhouse.

ZERO

(iii) All units and structures may be constructed without using a zero Lot line provided there is a minimum of 5 feet between the left side property line (facing from street) and 10 feet from the right side property line (facing from street).

ZERO

(iv) A minimum of 51% masonry is required for all units and structures on all Lots.

MASONRY

(v) Each unit and structure shall contain a minimum of 2250 square feet of heated and cooled space.

(vi) A decorative masonry and wrought iron fence not to exceed 42 inches in height may be placed from the golf course building line to the property line of the golf course, but no other fence shall be permitted. Note: Details of fence must be shown on original site plan, or be submitted to the Architectural Control Committee.

FENCE

(vii) Roofs shall be cedar shingle, tile, or metal. Metal roofs must be painted, baked on finish, or acidized.

on composition

(viii) Height Regulations:

If roof ridge line parallels the street, the unit must be one story, with a ridge height of 17' (max) from foundation.

If roof ridge line is perpendicular to the street, one and one half (1 1/2) stories are allowed. (Example: Loft room built into attic space with dormer windows).

If 10' sideyard on right side and 5' (min) sideyard is on the left side, than a two (2) story townhouse is allowed.

Add

Add

Add

(ix) All siding must be solid wood, masonite siding, or equal. No plywood siding is allowed. All siding must be stained or painted. Colors must be earthtones, or natural tones. Any variation in color must be submitted to the Architectural Control Committee.

(x) The Architectural Control Committee is impowered to waive the stated masonry requirements when clear heart grade redwood, or equal, is proposed as outside wood siding in lieu of masonry in order to follow the existing Riverhill Club House architectural style (this includes standing seam roof). Glass may be included in a masonry wall in figuring the percent of masonry, at the sole discretion of the Architectural Control Committee.

WAIVER OF MASONRY

(b) BLOCK 2 - BOUNDED BY ROLLING GREEN, PRESTON TRAIL, OAKLAND HILLS LANE, LOTS 1-21.

(i) All garages must enter from the private access drive, except corner lots. No parking will be allowed at any time on private access drive. Off street parking for 2 cars must be provided.

(ii) All units and structures must be no closer to the street and private drive than the building set-back line shown on the plat of the Additional Property. A minimum of 5 feet must be maintained from side property lines.

(iii) Units and structures shall be one or two story with a minimum of 2000 square feet of heated and cooled space and shall have a minimum of 51% masonry on the ground floor.

(iv) Roofs shall be cedar shingle, tile, metal or composition (300 lb/sq or more). Metal roofs must be painted, baked on finish, or acidized.

(v) A decorative fence, masonry or wrought iron, not to exceed 42 inches in height, may be placed from the street building line to the property line on that side of a Lot, but no other fence shall be permitted.

(vi) All siding must be solid wood, masonite siding, or equal. No plywood siding is allowed. All siding must be stained or painted. Colors must be earthtones, or natural tones. Any variation in color must be submitted to the Architectural Control Committee.

(vii) The Architectural Control Committee is impowered to waive the stated masonry requirements when clear heart grade redwood, or equal, is proposed as outside wood siding in lieu of masonry in order to follow the existing Riverhill Club House architectural style (this includes standing seam roof). Glass may be included in a masonry wall in figuring the percent of masonry, at the sole discretion of the Architectural Control Committee.

(c) BLOCK 3 - FACING HIGHWAY 173, LOTS 2-26

- (i) All units must be no closer to the property line on Highway 173 than the building line shown on the plat of the Additional Property and if no such building set-back line is shown on said plat such building set-back line shall be at least 10 feet. The designation may vary from Lot to Lot within the limits herein specified. The building set-back line from the street shall be as shown on the plat of the Additional Property and shall be 25 feet from the property line (except as shown for Lots 14 through 17;) shall be at least five feet from the property lines on each side.   
*Ad ✓*  
*Modified*
- (ii) Units and structures shall be one or two story. Each unit and structure shall contain a minimum of 2000 square feet of heated and cooled space.   
*✓*
- (iii) Roofs shall be cedar shingle, tile, metal, or composition (300 lb/sq or more). Metal roofs must be painted, baked or finish, or acidized.   
*✓*
- (iv) A minimum of 51% masonry is required on the ground floor for all units and structures on all Lots.   
*✓*
- (v) All siding must be solid wood, masonite siding, or equal. No plywood siding is allowed. All siding must be stained or painted. Colors must be earthtones, or natural tones. Any variation in color must be submitted to the Architectural Control Committee.   
*1. (v) (1)*
- (vi) The Architectural Control Committee is empowered to waive the stated masonry requirements when clear heart grade redwood, or equal, is proposed as outside wood siding in lieu of masonry in order to follow the existing Riverhill Club House architectural style (this includes standing seam roof). Glass may be included in a masonry wall in figuring the percent of masonry, at the sole discretion of the Architectural Control Committee.   
*1. (vi) (2)*

- 2. Dwelling Unit. Each Lot within the Property shall be used exclusively for single family residential purposes, and no more than one residential structure shall be placed on any one Lot.   
*Residential Program*
- 3. Utility Easements. The utility easements shown on the plats of the Additional Property shall be easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the portions of the Additional Property covered thereby, and are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across such portions of the Additional Property. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Additional 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.   
*X*

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all

4. Overhang and Encroachment Easements. Declarant hereby reserves for itself, and each Owner, an easement and right of overhand and encroachment 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 upon another adjoining Lot, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed unit and structure, together with an easement and right of ingress and egress for the maintenance of the portion of such unit and structure so encroaching or overhanging. Fireplace projections of 2' will be allowed inside yard.
5. Ingress and Egress. Full rights of ingress and egress shall be had, and are hereby reserved, by Declarant, its successors and assigns, at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof; provided, that any such entry upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired at the expense of the party making such entry.
6. Ingress and Egress Easement. The private drive, golf cart and access easements shown on the plats of the Additional Property may be used by each Owner and Declarant, and their successors and assigns, for regress, ingress and egress at all times over and upon the portion of the Additional Property covered thereby for access to each Lot and/or streets and the golf course adjacent to the Additional Property, by foot and vehicle; and in addition thereto each Owner, and Declarant, their successors and assigns, shall have the right of ingress and egress over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.
7. Ingress and Egress by Police. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon each Lot, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Additional Property and in order to service the Additional Property.
8. Duration. The Covenants, Conditions and Restrictions 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, heirs, successors and assigns, for the same term as the Declaration.
9. 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 and the Declarant and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures; provided, however, that the Declarant shall have the right to amend this Supplemental Declaration at any time, and from time to time, without the consent of any other Owner, to the extent that such amendments are required by any utility company, financing institution, or any governmental or quasi-governmental authority involved in financing or servicing any improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.
10. Enforcement. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
RIVERHILL CLUB, INC.

# 832532 RC

Riverhill Townhouse  
Tracts No. 8

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The Public

FILED FOR RECORD

10:38 AM A 11

MAR 30 1983

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By Melinda Allen, Deputy

Return to: Mary @  
✓ WALLACE, JACKSON & ABLES  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
820 JEFFERSON STREET  
KERRVILLE, TEXAS 78028

Filed for record March 30, 1983 At 10:38 O'Clock A.M.  
Recorded April 5, 1983  
PATRICIA DYE, Clerk

By Melinda Allen Deputy

- 11. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.
- 12. Headings. The headings contained in this 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, Declarant has caused this instrument to be executed in its name and on its behalf this 9th day of August, 1982 and amended 28th day of February, 1983, so that this instrument shall amend and supersede in its entirety the Supplemental Declaration recorded in Volume 264, Page 456, Deed Records of Kerr County, Texas.

The undersigned Owner's represent a majority of the Lot ownership in the Riverhill Townhouse Tract #8:

DECLARANT:

RIVERHILL CLUB, INC.

By: George M. Underwood, Jr.

By: George M. Underwood, Jr.  
 George M. Underwood, Jr., President  
 Owner of 33 Lots in Riverhill  
 TH Tract #8.

By: Ron Coryell  
 Ron Coryell  
 Owner of 4 Lots in Riverhill  
 TH Tract #8.

By: Gene Huggins  
 Gene Huggins  
 Owner of 1 Lot in Riverhill  
 TH Tract #8.

FILED FOR RECORD

at 10:36 o'clock A M

MAR 30 1983

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
 By: Debra Adams Deputy

THE STATE OF TEXAS |

THE COUNTY OF KERR |

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared George M. Underwood, Jr., Ron Coryell and Gene Huggins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RIVERHILL CLUB, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, 1983.



Joyce Dudley  
 Notary Public, County of Kerr  
 State of Texas

My commission expires: 11-29-86

Joyce Dudley  
 (Notary Print or Type Name)