



## **Welcome to Riverhill!**

Whether you are a new resident, a potential new resident, or a long term Riverhill resident, we want to welcome you to Riverhill and the Association of Property Owners of Riverhill (APOR). We are a voluntary Home Owners Association (HOA) charged with the dual responsibilities of enforcing the CCRs of the various neighborhoods within Riverhill and doing our best to ensure that Riverhill is a welcoming, friendly community.

Dues are a very reasonable \$75 per year (yes year, not month). For that small sum we enforce the CCRs, provide mowing and landscaping in our common areas, maintain entrances and roundabouts, host an annual meeting, and promote various activities throughout the year.

In this document you will find the following:

1. An APOR membership application.
2. Copies of the architectural committee forms for new construction and for renovation.
3. A copy of the CCRs for the subdivision you selected from the Riverhill map.

You can also find these and other documents on our website, [riverhillpoa.com](http://riverhillpoa.com), on the Resources page. Contact information for the current officers of the organization can also be found there.

If you have any questions at any time, you can reach us at [APORBoard@gmail.com](mailto:APORBoard@gmail.com). We hope that you will join us in Riverhill. It's a great place to live.

On behalf of the Board and your neighbors in Riverhill, once again, welcome.

Bill White  
President  
Association of Property Owners of Riverhill

**APOR MEMBERSHIP FORM**  
 The Association of Property Owners of Riverhill, Inc.  
 P.O. Box 293895, Kerrville, TX 78029-3895  
[www.riverhillpoa.com](http://www.riverhillpoa.com)

Association fiscal year is October 1st thru September 30<sup>th</sup>. Please send this form with your \$75 check payable to APOR or pay through PayPal with a credit card on the website listed above.

Full Name(s):			
Property Address:		KCAD ID# (if known)	
Full Mailing Address: (if different)			
Phone, Primary:		Secondary:	
Email, Primary:		Secondary:	

**ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
APPLICATION FOR EXTERIOR RENOVATION/ADDITION/  
CHANGES TO EXISTING RESIDENCE/PROPERTY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of renovation (check all that apply):

<input type="checkbox"/> Basketball Hoop/Backboard	<input type="checkbox"/> Exterior Painting	<input type="checkbox"/> Hot Tub/Sauna
<input type="checkbox"/> Deck/Patio Slab	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> Shed/Greenhouse
<input type="checkbox"/> Deck/Patio Cover	<input type="checkbox"/> Room Addition	<input type="checkbox"/> Walls, retaining
<input type="checkbox"/> Dog Run/Dog House	<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Walls, decorative
<input type="checkbox"/> Fencing	<input type="checkbox"/> Other _____	

**NOTE:** Approval is based on conformance with the Covenants, Conditions and Restrictions (CC&Rs). These differ throughout Riverhill. For those that apply to the location of this property, please refer to the APOR website, [www.riverhillpoa.com](http://www.riverhillpoa.com).

Use the space below to provide information, and/or attach plans/drawings/survey indicating height, width, depth, square footage, types of exterior construction materials, roofing, and exterior paint color, including any location information on the existing property and property/plat. Drainage is an important element of construction and should be carefully considered. Also, please indicate the approximate duration of construction.

**APPLICATION FOR APPROVAL OF EXTERIOR RENOVATION/ADDITION/CHANGES TO  
EXISTING RESIDENCE/PROPERTY**

I understand that approval by the Architectural Control Committee of APOR must be obtained BEFORE I proceed with my project. I understand that APOR approval does not constitute approval by the City of Kerrville that may be more restrictive than the CC&Rs. I understand I may be required to obtain permits, licenses, pay fees, and/or obtain other professional opinions/certifications. I agree to complete the project as per the plans and specifications submitted and that any modifications will be submitted to APOR for review and approval prior to proceeding. I understand that the project is to be kept as clean as possible and free of debris on adjoining properties.

Signature of Property Owner(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Please send application to: Association of Property Owners of Riverhill, Inc., P.O. Box 293895, Kerrville, TX 78029 and so advise Doug Holmes, Director, APOR, at [apor.acc2020@gmail.com](mailto:apor.acc2020@gmail.com). Electronic copies can be sent to [apor.acc2020@gmail.com](mailto:apor.acc2020@gmail.com). If you wish to present your application in person, you will be given an address.

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TO BE COMPLETED BY THE ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
ARCHITECTURAL CONTROL COMMITTEE (ACC)

Name of Applicant: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Date Received by APOR (ACC): \_\_\_\_\_

Date Approved as Submitted: \_\_\_\_\_

\*Date Approved with Conditions: \_\_\_\_\_

\*\*Date Denied: \_\_\_\_\_

Signature ACC: \_\_\_\_\_

\_\_\_\_\_

**(CONTINUED) ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
APPLICATION FOR APPROVAL OF EXTERIOR RENOVATION/ADDITION/CHANGES TO  
EXISTING RESIDENCE**

**\*Conditions for Approval:**

**\*\*Reason(s) for denial:**

**ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
APPLICATION FOR APPROVAL OF CONSTRUCTION OF NEW RESIDENCE**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address of construction: \_\_\_\_\_

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**NOTE: Covenants, Conditions and Restrictions (CC&Rs) differ throughout Riverhill. For those that apply to the location of this property, please refer to the APOR website, [www.riverhillpoa.com](http://www.riverhillpoa.com), to review the CC&Rs.**

**ATTACH PLANS, SPECIFICATIONS AND SURVEY** indicating property setbacks, square footage (heated and cooled space), height, width, depth, types of exterior construction materials (including roofing), exterior colors, porches, patios, garages, and fencing (if any).

**Note: Porches, patios and garages are excluded from the minimum square footage requirement stated in the CC&Rs. Drainage is an important element of construction and should be carefully considered. Please indicate the approximate duration of construction.**

I understand that approval by the Architectural Control Committee of APOR must be obtained BEFORE proceeding with construction. I understand that APOR approval does not constitute approval by the City of Kerrville that may be more restrictive than the CC&Rs. I understand I may be required to obtain permits, licenses, pay fees, and/or obtain other professional opinions/certifications. I agree to complete the construction as per the plans and specifications submitted and that any modifications will be submitted to APOR for review and approval prior to proceeding. I understand that the job site is to be kept as clean as possible and free of debris on adjoining properties.

Signature Property Owner(s):

\_\_\_\_\_

Date: \_\_\_\_\_

**(CONTINUED) ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
APPLICATION FOR APPROVAL OF CONSTRUCTION OF NEW RESIDENCE**

Please send application to: Association of Property Owners of Riverhill, Inc., P.O. Box 293895, Kerrville, TX 78029 and so advise Doug Holmes, Director, APOR, at apor.acc2020@gmail.com. Electronic copies can be sent to apor.acc2020@gmail.com. If you wish to present your application in person, you will be given an address.

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**TO BE COMPLETED BY THE ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (APOR)  
ARCHITECTURAL CONTROL COMMITTEE (ACC)**

Name of Applicant: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Date Received by APOR (ACC): \_\_\_\_\_

Date Approved as submitted: \_\_\_\_\_

\*Date Approved with conditions: \_\_\_\_\_

\*\*Date Denied:  
\_\_\_\_\_

Signature(s) ACC: \_\_\_\_\_

\*Conditions for Approval:

\*\*Reason(s) for Denial:

Notes for Riverhill Estates Tract2:

This is a smaller section that includes Kenwood and Englewood Circles only. Note that there are two folders of CCRs in this packet. There is one set of CCRs for all lots EXCEPT Lots 1-7, Block R. There is a separate set for those lots in a separate folder in the packet.

Estates 2 except Lots 1-7, Blk R are subject only to V179, P765.

Estates 2, Lots 1-7, Blk R are governed by V179, P806; V179, P802 and V180, P584 and are not tied back to V179, P765.

CCRs Included:

Covers	Volume	Page
All Except Lots 1-7, Block R	V179	P765
Lots 1-7, Block R	V179	P806
	V179	P822
	V180	P584



Riverhill Estates No. 2

Blocks P & Q only  
4/15/75

751881

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THE STATE OF TEXAS           §  
                                          §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR               §

DECLARATION OF RESERVATIONS, RESTRICTIONS, COVENANTS, CONDI-  
TIONS AND EASEMENTS (COVERING RIVERHILL ESTATES NO. TWO -  
SAVE AND EXCEPT LOTS 1 THRU 7, BLOCK R THEREOF)

That Riverhill Club & Estates, Ltd., a Texas limited partnership having as its general partner, Tierra Linda Ranch Corporation, a Texas corporation, and having its principal place of business in Kerrville, Kerr County, Texas (hereinafter called the "Developer"), being the owner of that certain tract of land described on Exhibit "A," which is annexed hereto, incorporated herein by reference and made a part hereof for all purposes, which land constitutes a part of and has been heretofore platted into a part of that certain subdivision known as "Riverhill Estates No. Two", according to the plat of said subdivision originally recorded on April 8, 1975, in Volume 4, Page 30 of the Plat Records of Kerr County, Texas (said land both covered hereby and by said plat being herein referred to as the "Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, does hereby adopt, establish, promulgate and impress upon the land described on Exhibit A the following Reservations, Restrictions, Covenants, Conditions and Easements, which below set forth Reservations, Restrictions, Covenants, Conditions and Easements shall be and are hereby made applicable to the Subdivision and to any alterations or additions thereto as presently or hereafter reflected by the records in the office of the County Clerk of Kerr County, Texas. This Declaration of Reservations, Restrictions Covenants, Conditions & Easements does not cover and is not intended to cover Lots 1, 2, 3, 4, 5, 6 and 7 of Block R of Riverhill Estates No. Two and the land constituting said Lots. This Declaration does cover the remaining land constituting Riverhill Estates No. Two including LOTS 1 and 2 of Block P and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13 of Block Q thereof.

I

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be

hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

#### DEDICATION

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

#### RESERVATIONS

3. a. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land described in Exhibit "A" as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer.

d. Neither the Developer, nor its successors or assigns, using paid utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

#### DURATION

4. The provisions hereof, including the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

#### ENFORCEMENT

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions, Covenants, Conditions, and Easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Riverhill Estates) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations, Covenants, Conditions and Easements shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATIONS  
ON MORTGAGEES

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained, including said Reservations, Restrictions, Covenants, Conditions and Easements.

II  
ARCHITECTURAL CONTROL

BASIC RULE

1. No lot shall be...  
other improvements of any...  
or the erection or placing...  
in the design thereof or any...  
alteration made therein after original construction, on  
any property in the Subdivision without approval (as  
hereinafter provided) of the construction plans and  
specifications and a plat showing the location of such  
building or other improvements. Approval shall be granted  
or withheld based on compliance with the provisions hereof,  
quality of materials, harmony of external design with existing  
and proposed structures and location with respect to topography,  
adjacent structures, obstruction of view from nearby or  
adjoining lots and finished grade elevation.

see V179 p 759 for reading  
this # ✓

✓  
M  
2. a. The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall terminate upon the election of the Riverhill Estates Architectural Control Committee, in which event such authority shall be vested in and exercised by the Riverhill Estates Architectural Control Committee (as provided in b. below), except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats.

b. At such time as all of the lots in the Sub-division and in all other Sections of Riverhill Estates (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Kerr County, Texas. Thereupon, the lot owners in Riverhill Estates may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Riverhill Estates Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of Riverhill Estates. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. The action of a majority of the Committee shall control and the Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

The Developer shall arrange for such election within sixty (60) days following the filing of the afore-said Statement. Notice of the time and place of such election (which shall be in Kerr County, Texas) shall be given not less than five (5) days prior thereto.

Y  
Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee) and the Developer (or the Committee) shall maintain said ballots for a period of not less than four (4) years. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the

ballot as a part thereof. The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

After the first such election, shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes and determining results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer) then the Developer may validly perform such function.

c. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

FINALITY OF ACTION AND EFFECT OF INACTION

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. The judgment of the Developer or the Committee in this respect shall be final and conclusive. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such

submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

#### EFFECT OF APPROVAL

4. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

### III

#### DESIGNATION OF TYPES OF LOTS

1. All lots in the Subdivision having a common boundary with the golf course adjacent to the Subdivision are hereby designated as "Fairway Lots".

2. All lots in the Subdivision having a view of the golf course adjacent to the Subdivision are hereby designated as "Fairway View Lots".

3. All lots in the Subdivision having a view location from hill-side, hill-top or elevated position are hereby designated as "View Lots".

4. All lots in the Subdivision not having any of the

characteristics referred to in 1., 2., and 3. above are hereby designated as "Riverhill Estates Lots".

5. The Architectural Control Committee shall have the exclusive and final right and authority to classify or designate any lot in the Subdivision as being any one of the above described designations in the event of any reasonable doubt as to the classification of the lot in question.

IV

GENERAL RESTRICTIONS

1. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat or any existing or future amendment, supplement, extension or addition thereto: the golf course; any esplanade; any unrestricted area; any cottage, apartment or condominium area.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall be not less than the following respective amount for each of the designated types of lots:

Fairway Lots and Fairway View Lots: 1,800 sq. ft. for a one-story dwelling; 2,200 sq. ft. for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor;

View Lots and Riverhill Estates Lots: 1,600 sq. ft. for a one-story dwelling; 2,000 sq. ft. for a two-story dwelling, with 1,100 sq. ft. thereof on the first floor;

The exterior materials of the main residential structure and any attached garage (or other attached car parking facility) on all lots shall be not less than fifty-one



PART IV GENERAL RESIDENCES

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percent (51%) masonry. A detached garage (or other detached car parking facility) may be of wood.

3. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building set-back lines as stated in Paragraph V-2 hereof, unless approval therefor is granted by the Developer or Committee in the case of unusual lot location, terrain or configuration. Subject to the provisions of Paragraph 4, no building shall be located nearer than five (5) feet to an interior side lot line. For the purpose of this covenant, caves, steps and unroofed terraces shall be considered as a part of a building.

4. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site or portion of a lot to be used as a building site must have a frontage at the building set-back line of not less than the frontage of the narrowest lot in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supercede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made *only with the prior written approval of the Developer until the Committee is selected and thereafter, only with the* prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, than for purposes of voting for the Committee (as provided under Paragraph 2.b. above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

5. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become

an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited.

6. No house trailer, camper trailer, camper vehicle, motor vehicle (or portion thereof), or any tent, shack or other structure of a temporary character shall be lived in on any lot. No house trailer, truck, camper vehicle, tent, boat, trailer or similiar vehicle shall be parked or stored on any lot for more than twenty-four (24) hours without the express written consent of the Developer or the Committee, after its election, and then only at such locations, under such circumstances and with such cover as the Developer or the Committee shall specify.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commerical purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs, cats or other common household pets shall be kept in Riverhill Estates only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes.

8. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more

5 feet High. THAN

than five (5) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Developer or the Architectural Control Committee, after its election, unduly interfere with the view from an adjoining lot.

No objects or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lots is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

10. All lots shall be kept at all times in a sanitary, healthful and attractive condition; and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Garbage cans and receptacles shall be allowed to stand adjacent to or visible from any street area only on the days and during the hours of garbage pick up as may be specified by the Developer or the Committee from time to time. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds

and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

11. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two feet by three feet (2' x 3') erected on a post in the ground, and applicable to such lot, may be erected or maintained on such lot.

*S/6N  
2' x 3'  
Limited  
Sign*

The Developer until the Committee is selected, and thereafter, the Committee shall have the right to remove and dispose of any prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

13. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet, except with approval of the Developer or the Committee.

14. No lot or other portion of Riverhill Estates shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

15. Driveways shall be entirely of concrete (except however, some other material may be used with the prior permission of the Developer) and shall be constructed with a minimum width of nine (9) feet along its entire length with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet at the curb and the curb shall be broken in such manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a revelling driveway.

16. Walks from the street curb to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except however, that some other material may be used with the prior consent of the Developer).

17. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

18. With reasonable diligence, and in all events within six (6) months from the commencement of construction, unless completion is prevented by war, labor strike or an act of God, any dwelling or other structure commenced upon any lot shall be completed as to its exterior, and all temporary structures shall be removed.

19. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision and one-half (1/2) of the royalty payable upon production so obtained shall be allotted and paid to the Maintenance Fund created in VI below.

## V

## SPECIAL RESTRICTIONS

1. In addition to the General Restrictions set forth in IV above, the following restrictions shall apply to Fairway Lots:

a. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the written consent of the Developer.

b. Any garage or other structure must be attached to the main residence and must not be nearer than twenty-five (25) feet to the common boundary separating such lot from the golf course without express written approval of the Developer.

2. Concerning all lots, no building shall be located on any lot nearer than twenty-five (25) feet to the front street line or twenty-five (25) feet to the side street line. All interior lot lines shall have at least a five (5) foot set back.

3. With respect to each lot covered by this Declaration, perpetual easements are hereby retained for the installation and maintenance of utilities and all necessary appurtenances thereto whether installed in the air, upon the surface or underground along and within six (6) feet of the rear, front

and side lines of all such lots and ten (10) feet along the outer boundaries of all dedicated streets. Additional easements are provided for anchoring any support cables outside said easement when deemed necessary by the utility agencies.

VI

MAINTENANCE FUND

1. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

2. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1st of each year, beginning 1972.

3. The exact amount of each maintenance charge will be determined by the Developer, and the due date of the same shall be determined by the Developer's administration.

see  
V179  
P800  
for A3

\* In addition to, each building charge of \$.50 for electric service may be included in the monthly bill from the River Authority to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service.

4. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements

thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; and Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Kerr County, Texas, declaring any such discontinuance or abandonment.

5. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation, providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions, Covenants, Conditions and Easements; reasonable compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in Riverhill Estates; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property or the Subdivision. The use of the Maintenance Fund for any of



these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan association or other lender which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

7. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner herein provided for effecting changes in the restrictive covenants hereinabove set forth.

8. The total charges to any lot owner for the Maintenance Fund shall not exceed \$100.00 for any one calendar year: For this purpose any person owning two adjoining lots which are used as a single building site shall be considered the owner of only one lot.

## VII

### TRANSFER OF FUNCTIONS OF THE DEVELOPER

The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to maintenance charges and the Maintenance Fund and relating to the Architectural Control Committee). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Kerr County, Texas, and joined in by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

## STREET NAMES

Street names are as stated on the plat of the Subdivision.

## IX

## AMENDMENT TO RESTRICTIONS

The restrictions and covenants herein contained and adopted may be repealed or altered, and additional restrictions and covenants may be adopted at any time by the concurrence of Developer, its successors and assigns, and the owners (including Developer) of a majority of the lots in the Subdivision, but any such amendment shall not be operative unless and until executed by said persons and recorded in the Plat Records of Kerr County, Texas.

## X

## BINDING EFFECT

All of the provisions hereof shall be covenants running with the land hereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Kerrville, Texas, on this the 27th day of May, 1975.

RIVERHILL CLUB & ESTATES, LTD.

BY: Tierra Linda Ranch Corporation,  
General Partner

By: 

Collier R. Pickett, III,  
President

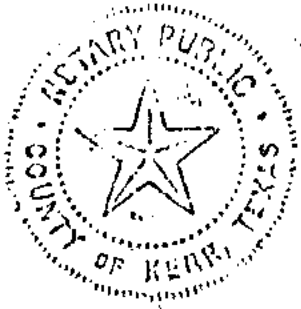
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STATE OF TEXAS       §  
                                  §  
COUNTY OF KERR     §

VOL 179 PAGE 283

BEFORE ME, the undersigned authority, on this day personally appeared SELSER R. PICKETT, III, President of Tierra Linda Ranch Corporation, General Partner of Riverhill Club & Estates, Ltd., a Texas limited partnership, known to me to be the person and officer 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 limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of May, 1975.



  
NOTARY PUBLIC IN AND FOR  
KERR COUNTY, TEXAS

FILED FOR RECORD

at 2:00 o'clock P.M.

MAY 27 1975

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By Donna Watt Deputy

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 12.95 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, comprising that subdivision RIVERHILL ESTATES NO. TWO, plat of which is dated April 2, 1975, recorded in Volume 4 at page 30 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake set for the NW corner of Lot 1 Block A of Riverhill Estates No. One, plat of which is dated January 28, 1975, recorded in Volume 4 at page 22 of the Plat records of Kerr County, Texas, and the East right of way line of Texas Highway No. 16, and whose Texas coordinates system South Central Zone are  $N$  or  $y = 792,659.2$  feet and  $E$  or  $x = 1,955,427.5$  feet;

THENCE with the North line of said Block A and Block B of said Riverhill Estates No. One,  $N.86^{\circ}55'E.$  356.74 feet,  $N. 82^{\circ}44'E.$  50.10 feet and  $N.72^{\circ}50'E.$  257.85 feet to an iron stake the NE corner of Lot 2 Block B of said Riverhill Estates No. One, the SE corner of subject tract;

THENCE with the East line of said Riverhill Estates No. Two, the West line of Number 15 fairway of Riverhill Golf Course,  $N.18^{\circ}00'18"W.$  664.75 feet,  $N.48^{\circ}40'W.$  370.7 feet,  $N.20^{\circ}22'W.$  125.70 feet,  $N.3^{\circ}00'E.$  63.4 feet, and  $N.58^{\circ}31'E.$  46.55 feet to the NE corner of subject tract;

THENCE with the North line of Lot 1 Block R of said Riverhill Estates No. Two.,  $S.80^{\circ}00'W.$  197.55 feet to the North line of Englewood Drive;

THENCE with the East line of said Englewood Drive in a North-easterly direction along the arc of circular curve to the right, whose angle is  $71^{\circ}49'$ , having a radius of 29.08 feet, a Tangent of 21.06 feet, for a distance of 36.45 feet to the end of curve;

THENCE crossing said Englewood Drive,  $N.9^{\circ}59'50"W.$  40.0 feet to the North line of said Englewood Drive;

THENCE with the arc of a circular curve to the left in a South-westerly direction, whose angle is  $91^{\circ}03'40"$ , having a radius of 69.08 feet, a Tangent of 70.37 feet, for a distance of 109.79 feet to the end of curve;

THENCE S.78°56'26" W. 11.5 feet to the East line of newly widened right of way of said Texas Highway No. 16;

THENCE with the East line of said Texas Highway No. 16, S.3°00'12"E. 26.5 feet and S.11°03'34"E. 110.95 feet to the point of curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right whose central angle is 9°47', having a radius of 2331.83 feet, and a distance of 398.1 feet to the end of curve;

THENCE continuing with the East line of Texas Highway No. 16, S.1°09'E. 529.6 feet to the place of beginning.

SAVE AND EXCEPT all of Block R namely Lots 1, 2, 3, 4, 5, 6 and 7 thereof and the land constituting same as shown on said plat recorded in Volume 4 at page 30 Plat Records, Kerr County, Texas.

Filed for record May 27, 1975 at 2:00 o'clock P.M.

Recorded May 29, 1975

EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy

RESERVATION OF ARCHITECTURAL CONTROL

Riverhill Club & Estates, Ltd., a Texas limited partnership ("Declarant"), being the owner of the property which is more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes, said property being located in Kerr County, Texas, and desiring to provide for the preservation of the values and amenities in and upon said real property and to subject said real property to the reservation of architectural control hereinafter expressed, which reservation is for the benefit of said property and each owner thereof, as well as for the benefit of Declarant as developer thereof,

HEREBY RESERVES the right to approve or disapprove as to harmony of external design and location in relation to surrounding structures and topography any and all subdivisions, resubdivisions, exterior addition to, changes in, construction, alteration or excavation of said property or of any structure or improvement located thereon, either permanent or temporary, including without limitation additions to or of, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other structures or improvements located thereon which any person or entity including without limitation governmental subdivisions or agencies, seeks to commence, erect, place or maintain upon the aforesaid property.

Any request for such approval shall be submitted to Declarant at P.O. Box 1575, Kerrville, Texas 78028, or at such other address as may from time to time be designated of record in the office of the Recorder of Deeds for Kerr County, Texas, with a copy to William B. Sechrest, Suite 2680, 2001 Bryan Tower, Dallas, Texas 75201, or such other legal representatives as may from time to time be designated of record in the office of the aforesaid Recorder of Deeds, in writing and shall be accompanied by plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the structure, improvement, addition, change, alteration or excavation. If Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required. Declarant shall have no duty to exercise the power of approval or disapproval hereby reserved. Non-exercise of the power in one or more instances shall not be deemed to constitute a waiver of the right to exercise the power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications.

The power hereby reserved may be delegated by Declarant, in its discretion from time to time, to a committee appointed, empowered and constituted by it, whose members shall serve and may be replaced at the pleasure of Declarant.

The power hereby reserved may be assigned together with, or to any person or entity owning, an interest in any portion of the aforesaid property insofar as it pertains to all or any portion of the aforesaid property. Any such

NOTE: SEE P 807 - THIS DOCUMENT NO LONGER APPLICABLE (SINCE 12/31/94)

TT#1  
TT#4  
TT#10  
TT#11  
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TT#7  
TT#652 BR 2  
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TRACT #11  
TRACT #12  
TRACT #13  
TRACT #14  
ESTATES #1  
OK F LOTS  
15, 16 & 14?  
#13 THIS TRACT  
ESTATES #1  
BLOCK B  
LOTS 283

assignment must be expressed, in writing and recorded in the Office of the aforesaid Recorder of Deeds. No such assignment shall be deemed to arise by implication.

All conveyances of the aforesaid property or any portion thereof, subsequent to the date hereof, whether by Declarant or by the successors or assigns of Declarant, shall be and remain subject to this reservation until the 31st day of December, 1994, unless said reservation is specifically released by Declarant or its successors or by the assignee of the power or of a part thereof to approve or disapprove hereby reserved. Any such release may be granted at any time as to all or any part of the aforesaid property and, notwithstanding any one or more of such releases, the power hereby reserved shall remain in full force and effect as to the balance of the aforesaid property. No such release shall be effective unless in writing and recorded in the office of the aforesaid Recorder of Deeds.

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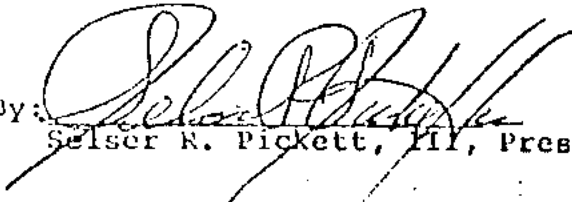
Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

DATED this 27th day of MAY, 1975.

RIVERHILL CLUB & ESTATES, LTD.

By: Tierra Linda Ranch Corporation,  
General Partner

Filed 31st Day of May A.D. 1975 at  
EMMIE M. MUNKER 2:00 P.M.  
Clerk, County Court, Kerr County, Texas  
By EMMA Witt Deputy

By:   
Selser R. Pickett, III, President

STATE OF TEXAS §  
                                          §  
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared SELSER R. PICKETT, III, President of Tierra Linda Ranch Corporation, General Partner of Riverhill Club & Estates, Ltd., a Texas limited partnership, known to me to be the person and officer 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 limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of MAY, 1975.



  
NOTARY PUBLIC IN AND FOR  
KERR COUNTY, TEXAS

## TRACT 1

475  
 All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 19.17 acres being 19.14 acres out of Original Survey no. 147, Nathaniel Holt, Abstract No. 178, and 0.03 acre out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being Riverhill Townhouse Tracts No. One, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post the South corner of that 28 acres which was conveyed from Wm. Bryant Saner to L. D. Brinkman by deed dated October 27, 1971; and recorded in Volume 152 at Page 481 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates System South Central Zone are N or Y = 795,458.873, E or X = 1,955,859.093;

THENCE with fence along the NW line of Original Survey No. 147, Nathaniel Holt, S.44°59'W. 988.73 feet to an iron stake in the East line of newly widened right of way of Texas Highway No. 16;

THENCE with the East right of way of said Texas Highway No. 16, S.10°50'E. 200.0 feet to a point in said right of way;

THENCE S. 45°11'12"E. 146.5 feet to an iron stake NW of No. 16 Green of Riverhill Golf Course;

THENCE around No. 16 Green, N.70°17'E. 131.6 feet, and S.55°56'E. 105.0 feet to an iron stake the NW line of No. 17 Fairway;

THENCE along the NW line of 17 Fairway, N.32°11'E. 514.4 feet, N.39°36'E. 212.5 feet, N.14°06'W. 201.3 feet, N.31°36'E. 56.8 feet, N.50°46'E. 118.7 feet and N.29°01'E. 55.2 feet to an iron stake a SW corner of Block One of Riverhill Townhouse Tracts No. One.

THENCE with the South side of said Block One, N.77°11'E. 25.3 feet, S.75°02'E. 60.9 feet, S.69°10'E. 99.5 feet, S.38°12'E. 77.0 feet, S.5°58'W. 23.6 feet, S.54°30'E. 315.81 feet, S.80°18'E. 121.1 feet, S. 58°53'E. 204.1 feet and S.75°10'E. 318.2 feet to an iron stake the most Southerly SE corner of Block One;

THENCE WITH THE NE line of said Block One, N.14°11'E. 98.0 feet, N. 12°37'W. 192.3 feet, N.26°44'W. 240.2 feet, N.32°07'W. 209.6 feet, N.88°53'W. 334.4 feet, N.81°20'W. 372.2 feet and N.84°06'W. 124.2 feet to an iron stake SW of No. 18 Tee;

THENCE with the NE line of Fairway Drive along the arc of a circular curve to the right in a NW direction having a radius of 145.0 feet for a distance of 20 feet to a point;

THENCE crossing street, S.78°16'25"W. 40 feet to the SW line of said Fairway Drive;

THENCE with the SW line of said Fairway Drive along the arc of a circular curve to the left in a SE direction having a radius of 185 feet for a distance of 55 feet to a point;

THENCE with the arc of a circular curve to the right in a SW direction having a radius of 20 feet for a distance of 30 feet to the NW line of Sand Bend Drive;



81.4.12

THENCE with the NW line of said Sand Bend Drive, S.51°09'57"W. 170 feet to the point of curvature of a circular curve to the left; THENCE with the arc of said circular curve in a SW direction having a radius of 306.22 feet for a distance of 15 feet to a point;

THENCE N. 45°22'W. 5 feet to the place of beginning.

TRACT 2

2/21/79

Lots 1, 2, 3, 4, 5, 6 & 7 of Block R and all of the land constituting same as shown on a plat of Riverhill Estates No. Two, a subdivision of Kerr County, Texas as recorded in Volume 4 at Page 30 of the Plat Records, Kerr County, Texas.

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 16 Fairway

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 2/11

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 1.48 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Texas Highway No. 16 and No. 16 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake SW of No. 16 Tee, and whose Texas Coordinate System South Central Zone are H or y = 793,920.978 feet and E or x = 1,955,436.317 feet;

THENCE with the West line of No. 16 Fairway of Riverhill Golf Course, N.23°32'W, 56.1 feet, N.4°06'W, 107.3 feet, N.1°04'W, 99.1 feet, N.17°42'W, 164.0 feet, and N.22°55'W, 135.8 feet to an iron stake West of No. 16 Green, whose coordinates are N = 794,459.838 feet and E = 1,955,301.660 feet;

THENCE S.45°03'18"W, 111.44 feet to the East line of Texas Highway No. 16;

THENCE with the East line of Texas Highway No. 16, S.10°56'E, 500.75 feet to the SW corner of this tract;

THENCE N.75°07'32"E, 122.89 feet to the place of beginning;

This tract will later be subject to newly widened right of way of Texas Highway No. 16.

Lower House Tract  
H24 Blocks 1, 2, 3

TRACT 4

VOL. 179 PAGE 811

12/1/11

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 14.84 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 3 and No. 2 Fairways, of Riverhill Golf Course and Texas Highway No. 173, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake West of No. 3 Tee, and whose Texas Coordinate System South Central Zone are N or y = 794,937.845 feet, and E or x = 1,959,122.361 feet;

THENCE around the North and East side of No. 3 Fairway N. 4°18'E. 76.8 feet, S. 48°09'E. 790.4 feet, S. 11°20'E. 90.3 feet, S. 10°06'W. 93.2 feet, and S. 2°39'04" W. 240 feet to Camp Meeting Creek;

THENCE down said creek S. 66°32'W. 257.9 feet, to its intersection with the West right-of-way line of said Texas Highway No. 173;

THENCE with fence the West to SW line of said Texas Highway No. 173 N. 8°39'19" E. 462.55 feet, N. 5°30'E. 54.12 feet, N. 3°39'W. 91.86 feet, N. 11°06'W. 90.8 feet, N. 20°04' W. 97.3 feet, N. 28°51'W. 102.8 feet, N. 37°57' W. 107.4 feet, N. 41°32'W. 439.6 feet, and N. 45°12'W. 486.2 feet to a fence corner post, whose coordinates are N=795,562,325 feet and E = 1,959,266,405 feet;

THENCE S. 28°27'04"W. 521.05 feet to an iron stake East of No. 2 Green, whose coordinates are N = 795,104.203 feet and E = 1,959,018.072 feet;

THENCE with the East line of said No. 2 Green S. 55°41'E. 49.2 feet and S. 19°28' E. 45.7 feet to an iron stake;

THENCE S. 26°49'E. 106.80 feet to the place of beginning.

215  
 All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 10.01 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 3 and No. 4 Fairways of Riverhill Golf Course, Texas Highway No. 173 and including part of Tamanaco, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake East of No. 4 tee, and whose Texas Coordinate System South Central Zone are  $N$  or  $y = 793,356.693$  feet, and  $E$  or  $x = 1,959,374.873$  feet;

THENCE around the South side of No. 4 tee,  $S.57^{\circ}29'E.$  57.9 feet to an ironstake;

THENCE  $S.36^{\circ}02'W.$  124.8 feet to an iron stake the East corner of Block F of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the NW line of street, Kerrville Hills Boulevard;

THENCE  $S. 45^{\circ}11'20"E.$  580.4 feet to the SE property line, the SE line of that 26.9 acre tract which was conveyed from John E. Warriner and wife to L.R. Turner Enterprises, Inc. by deed dated May 29, 1968 and recorded in Volume 133 at Page 650 of the Deed Records of Kerr County, Texas;

THENCE with said fence property line  $N.44^{\circ}48'40"E.$  481.75 feet, to a fence corner post and iron stake in the Southwest line of 120 foot wide right of way of Texas Highway No. 173;

THENCE with the SW line of said Texas Highway No. 173, along the arc of a circular curve to the right, having a central angle of  $25^{\circ}55'$  a radius of 1492.69 feet, for a distance of 670.1 feet to a fence corner post;

THENCE continuing with said right of way line  $N.9^{\circ}24'E.$  56.8 feet to the beginning of 80 foot wide right of way;

THENCE  $S.80^{\circ}36'E.$  20.0 feet to corner in West line of 80 foot wide right of way of said Texas Highway No. 173;

THENCE with the West line of said 80 foot wide right of way,  $N.8^{\circ}39'19"E.$  60 feet to its intersection with Camp Meeting Creek;

THENCE up said creek,  $N.66^{\circ}32'W.$  257.9 feet, to its intersection with the West line of said No. 3 Fairway;

THENCE around the East to South line of said No. 3 Fairway  $S.2^{\circ}39'04"W.$  484.23 feet,  $S.51^{\circ}32'W.$  90.1 feet and  $N.75^{\circ}53'W.$  182.5 feet to an iron stake, whose coordinates are  $N=793,540.035$  feet and  $E=1,959,493.862$  feet.

THENCE  $S.32^{\circ}59'W.$  218.47 feet to the place of beginning.

RECORDED: 1200: 110 00000000  
 DATE: 08-15-1968  
 UNSATISFACTORY  
 IN THIS DOCUMENT WHEN RECEIVED

\*TT#

Original Survey

2/1-47

TRACT 6

VOL 179 PAGE 813

D  
N  
X  
1  
K

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 13.25 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 13 Fairway and South bank of lake of Camp Meeting Creek, of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake South of No. 12 Green, and whose Texas Coordinate System South Central Zone are  $N$  or  $y = 793,910.180$  feet, and  $E$  or  $x = 1,955,581.617$  feet;

THENCE along No. 12 Fairway,  $N. 59^{\circ}11' E. 147.5$  feet, and  $N. 19^{\circ}39' E. 174.6$  feet to an iron stake on the South bank of lake of Camp Meeting Creek;

THENCE with the South bank of said lake,  $S. 84^{\circ}12' E. 130.2$  feet,  $N. 71^{\circ}47' E. 144.4$  feet,  $N. 49^{\circ}46' E. 160.5$  feet,  $N. 5^{\circ}43' E. 131.9$  feet,  $N. 38^{\circ}55' E. 125.6$  feet,  $N. 68^{\circ}19' E. 116$  feet,  $N. 65^{\circ}45' E. 104.0$  feet,  $N. 77^{\circ}08' E. 100.3$  feet,  $N. 70^{\circ}44' E. 101.8$  feet,  $N. 76^{\circ}41' E. 100.4$  feet,  $N. 80^{\circ}14' E. 100.0$  feet,  $S. 83^{\circ}43' E. 103.4$  feet,  $S. 57^{\circ}39' E. 116.1$  feet,  $S. 53^{\circ}51' E. 269.6$  feet, and  $S. 16^{\circ}46' W. 184.8$  feet to the North line of No. 13 Fairway, coordinates  $N. = 794,286.962$ ,  $E = 1,957,206.260$ ;

THENCE with the North line of No. 13 Fairway,  $S. 87^{\circ}48'40'' W. 433.39$  feet,  $S. 61^{\circ}21' W. 371.0$  feet,  $S. 67^{\circ}10' W. 406.9$  feet,  $S. 77^{\circ}23' W. 312.6$  feet, and  $S. 84^{\circ}47' W. 152.4$  feet to an iron stake North of No. 15 Green, coordinates  $N = 793,852.266$ ,  $E = 1,955,609.779$ ;

THENCE  $N. 25^{\circ}56' W. 64.4$  feet to the place of beginning.

Unplatted land between  
Fairway between Highway 16 &  
Sand Road, except for W.B. Saner tract  
Cassitas  
TT #10

TRACT 7 VOL. 177 PAGE 814

Not  
D/K

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 35.87 acres of land, being 1.70 acres out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, and 34.17 acres out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being the area between Texas Highway No. 16 and No. 18 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the East corner of that tract called 28 acres which was conveyed from Wm. Bryant Saner Sr. to L. D. Brinkman by deed dated October 27, 1971, and recorded, in Volume 52, at Page 481, of the deed records of Kerr County, Texas, and whose Texas Coordinate System South Central Zone are N or y = 796,665.558 feet, and E or x = 1,956,465.201 feet;

THENCE with property fence, N. 45° 08' 44" W. 755.38 feet to a fence corner post and iron stake, the West corner said W. B. Saner 28 acre tract;

THENCE with property fence, S. 83° 20' W. 1149.72 feet to a fence corner post and iron stake, the West corner of said W. B. Saner 28 acre tract, in the NE line of 100 foot wide right-of-way of Texas Highway No. 16;

THENCE with the NE line of 100 foot right-of-way of Texas Highway No. 16, S. 12° 11' E. 1053.14 feet to an iron stake set 50 feet from and normal to center line of said Highway;

THENCE with old right-of-way line and old fence, S. 18° 58' E. 92.0 feet S. 13° 30' 21" E. 277.69 feet to the South corner of that tract called 5.67 acres which was conveyed from Gerald D. James to L. D. Brinkman, by deed dated April 12, 1972, and recorded in Volume 154 at Page 806 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates are N or y = 795,078.412 feet and E or x = 1,955,104.779 feet;

THENCE with property fence along SE line of Gerald D. James 5.67 acre tract, N. 54° 14' E. 412.83 feet and N. 45° 42' 30" E. 393.72 feet to a fence corner post and iron stake at its East corner and the SW line of foresaid W. B. Saner 28 acre tract;

THENCE with property fence along the SW line of said W. B. Saner 28 acre tract, S. 45° 22' E. 193.25 feet to a fence corner post and iron stake, the South corner of said W. B. Saner 28 acre tract, in the NW line of Original Survey 147, Nathaniel Holt, and whose Texas Coordinates are N = 795,458.873 feet and E = 1,955,859.093 feet;

THENCE S. 58° 14' 06" E. 165.87 feet to an iron stake North of No. 17 green; and whose Texas coordinates are N = 795,371.553 feet and E = 1,956,000.117 feet;

THENCE with the North line of said No. 17 green N. 29° 01' E. 55.2 feet to an iron stake;

THENCE N. 4° 16' 12" E. 230.51 feet to an iron stake SW of No. 18 tee;

THENCE around No. 18 Fairway N. 4° 04' W. 89.4 feet, N. 82° 41' E. 262.7 feet and N. 73° 33' E. 250.4 feet to an iron stake;

THENCE N. 18° 13' 40" W. 234.08 feet to the place of beginning.

This tract will later be subject to newly widened right-of-way of Texas Highway No. 16.

Nx  
DIT

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 12.59 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Texas Highway No. 16 and No. 15 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the most Westerly N.W. corner of Tamaraco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, and whose Texas Coordinate System South Central Zone are  $H$  or  $y = 792,659.227$  feet and  $E$  or  $x = 1,955,427.521$  feet;

THENCE with the North line of said Tamaraco Estates, N. 86°55'E. 356.74 feet, N. 82°44'E. 50.1 feet and N. 72°50'E. 209.15 feet to an iron stake, the NE corner of Lot No. 1, Block B of said Tamaraco Estates;

THENCE with the West line of No. 15 Fairway of Riverhill Golf Course, N. 72°50'E. 48.7 feet, N. 18°00'18"W. 664.77 feet, N. 48°40'W. 370.7 feet, N. 20°22'W. 125.7 feet, N. 3°00'E. 63.4 feet, and N. 58°31'E. 63.6 feet to an iron stake North of No. 15 Green, coordinates  $N = 793,852.266$  feet and  $E = 1,955,609.779$  feet;

THENCE N. 25°56'W. 64.4 feet to an iron stake South of No. 12 Green, coordinates are  $N. = 793,910.180$  feet and  $E = 1,955,581.617$  feet;

THENCE with the South line of No. 16 Tee, N. 85°45'W. 145.7 feet to an iron stake;

THENCE S. 75°07'30"W. 112.89 feet, to the East line of Texas Highway No. 16;

THENCE with the East line of Texas Highway No. 16, S. 10°56'E. 310.95 feet to the point of Curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right, whose angle is 9°47', having a radius of 2331.83 feet for a distance of 398.1 feet to the end of said curve;

THENCE with the East line of said Texas Highway No. 16, S. 1°09'E. 529.6 feet to the place of beginning.

This tract will later be subject to newly widened right-of-way of Texas Highway No. 16.

Not  
IT
 All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 19.06 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 4 and No. 6 Fairways of Riverhill Golf Course, Camp Meeting Creek and Block L of Tamamaco Estates, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake the NE corner of Block L of said Tamamaco Estates, Plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas and in the NW line of Kerrville Hills Drive, and whose Texas Coordinate System Central Zone are  $H$  or  $y = 793,224.646$  feet, and  $E$  or  $x = 1,959,252.636$  feet;

THENCE with the North line of said Block L, N.  $66^{\circ}39'$  W. 1010.0 feet, N.  $34^{\circ}25'$  W. 145.0 feet, N.  $74^{\circ}22'$  W. 182.35 feet and S.  $44^{\circ}07'$  W. 725.0 feet to an iron stake a Westerly corner of said Block L, the East Line of No. 6 Fairway, having coordinates of  $N = 793,277.840$  feet and  $E = 1,957,561.478$  feet;

THENCE along the East line of No. 6 Fairway, N.  $4^{\circ}07'$  E. 655.64 feet, and N.  $41^{\circ}11'$  E. 160.0 feet to the center of Camp Meeting Creek;

THENCE down the center of said Camp Meeting Creek, S.  $89^{\circ}43'$  E. 321.7 feet, N.  $63^{\circ}08'$  E. 439.9 feet and N.  $33^{\circ}15'$  E. 245.8 feet to an iron stake West of No. 4 Green;

THENCE with the West line of No. 4 Fairway, S.  $18^{\circ}17'$  E. 436.8 feet, S.  $38^{\circ}58'$  E. 173.6 feet, S.  $48^{\circ}50'$  E. 181.1 feet and S.  $39^{\circ}31'$  E. 597.0 feet to an iron stake behind No. 4 Tee, whose coordinates are  $N = 793,325.569$  feet and  $E = 1,959,326.050$  feet;

THENCE S.  $36^{\circ}02'$  W. 124.8 feet to the place of beginning.



Oakland Hills  
Block 2  
2-1-13; 24-55

MAX  
EDIT

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 13.62 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 1 and No. 2 Fairways, Camp Meeting Creek, and No. 8 and No. 9 Fairways of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake West of No. 2 tee, and whose Texas Coordinate System South Central Zone are N or y = -795,209.896 feet, and E or x = 1,958.351.542 feet;

THENCE with SW line of No. 2 Fairway, S. 58°42' E. 394.8 feet, S. 34°58' E. 82.2 feet to the center of aforesaid Camp Meeting Creek;

THENCE up the center of said Camp Meeting Creek, S. 40°36' W. 244.7 feet to North line of No. 5 Fairway;

THENCE with the North line of No. 5 Fairway, S. 67°55' W. 197.1 feet, S. 60°32' W. 263.4 feet, S. 73°39' W. 327.7 feet, N. 24°35' W. 172.7 feet, N. 18°24' W. 146.5 feet, N. 56°22' W. 53.4 feet, and N. 62°17' W. 103.4 feet to an iron stake East of No. 9 Fairway, coordinates N = 794,829.439, E = 1,957,596.246;

THENCE with the East line of No. 9 Fairway, N. 7°20' W. 252.3 feet, and N. 2°37' W. 245.8 feet to an iron stake SW of No. 1 Fairway;

THENCE around the SW line to South line of No. 1 Fairway, S. 60°29' E. 177.6 feet, S. 66°46' E. 279.1 feet, S. 73°29' E. 64.8 feet, and N. 76°32' E. 72.6 feet, N. 54°32' E. 57.9 feet, N. 44°25' E. 83.8 feet and N. 10°31' E. 65.2 feet to an iron stake;

THENCE S. 61°44'50"E. 155.83 feet to the place of beginning.

501  
 All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 11.16 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 2 and No. 4 Fairways, and No. 3 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake East of No. 4 Tee, and whose Texas Coordinate System South Central Zone are N or y = 793,356.693 feet, and E or x = 1,959,374.873 feet;

THENCE with the East line of No. 4 Fairway, N 20°32'W. 502.0 feet, N. 31°44'W. 459.0 feet, N. 6°03'W. 404.1 feet and N. 15°36'W. 102.1 feet to an iron stake South of No. 2 Green;

THENCE around No. 2 Green, N. 22°07'E. 81.6 feet, N. 43°4' E. 102.8 feet, and N. 27°24'E. 186.2 feet to an iron stake East of No. 2 Green, whose coordinates are N = 795,033.378 feet and E = 1,959,073.937 feet;

THENCE S. 26°49'E. 106.80 feet, to an iron stake West of No. 3 Tee, whose coordinates are N = 794,937.845 feet and E = 1,959,122.361 feet;

THENCE around the West side of No. 3 Fairway, S. 28°01'E. 151.7 feet, S. 7°16'E. 93.1 feet, S. 35°25'E. 116.5, S. 32°48'E. 395.7 feet, S. 1°16'W. 305.0 feet, S. 4°01'W. 348.4 feet and S. 22°18' E. 97.0 feet to an iron stake West of No. 3 Green, whose coordinates are N = 793,540.035 feet and E = 1,959,493.862;

THENCE S. 32°59'W. 218.57 feet to the place of beginning.

Estate #21  
Block F  
Lots 15, 16  
" 14?

TRACT 12

VOL 179 PAGE 819

NA  
-D-1

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 2.3 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Kerrville Hills Country Club Estates and No. 7 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the South corner of Lot 14, Block F, of Kerrville Hills Country Club Estates, plat dated March 31, 1971 and recorded in Volume 3, Page 70 of the Plat Records of Kerr County, Texas, and in the East right-of-way line of street Burning Hills Drive;

THENCE with the East line of said street with the arc of a circular curve to the right having a radius of 298.79 feet, for a distance of 47.12 feet to the end of curve;

THENCE continuing with said street, S.33°45'E. 150.18 feet to the point of curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right, having a radius of 628.30 feet, whose long chord bearing and distance is S.29°12'E. 99.69 feet, for a distance of 99.79 feet to the end of curve;

THENCE continuing with said street S.24°19'E. 174.14 feet to an iron stake the beginning of a curve, and the South corner of this tract;

THENCE with the West line of No. 7 Fairway, N. 65°28'E. 17.1 feet and N.6°58'W. 676.6 feet to an iron stake whose Texas Coordinate System South Central Zone arc N or y = 793,534.837 feet and E or x = 1,957,068.386;

THENCE along the South bank of ponds of Riverhill Golf Course, N.67°33'W. 101.9 feet, N.78°25'W. 39.4 feet, S.80°06'W. 40.4 feet, N.63°14'W. 72.3 feet, N.33°17'W 66.0 feet and N. 55°40'W. 49.49 feet to an iron stake in concrete lined ditch;

THENCE with concrete ditch, S.2°44'E. 95.72 feet to an "X" in concrete set to mark the North corner of said lot 14, Block F;

THENCE with the East line of said lot 14, S.61°33'E. 229.15 feet, S.18°49'E. 200.08 feet and S.22°57'W. 84.78 feet to the place of beginning.

WJH  
DIT

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 0.77 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 7 Tee of Riverhill Golf Course and Block L of Tamanaco Estates, subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the NW corner of Lot 2, Block L of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the East line of street, Burning Hills Drive;

THENCE with the North line of said Block L, N. 64° 16' E. 113.69 feet, to an iron stake, the NW corner of Lot 4, Block L, Tamanaco Estates;

THENCE N. 7° 04' E. 257.0 feet to an iron stake;

THENCE around the South side of No. 7 Tee, S. 69° 35' W. 114.0 feet and S. 80° 38' W. 63.0 feet to an iron stake in the East line of said Burning Hills Drive;

THENCE with the East line of said Burning Hills Drive, S. 10° 41' E. 27.2 feet to an iron stake, the point of curvature of a circular curve to the right;

THENCE with arc of said circular curve to the right, having a radius of 1789.45 feet, whose long chord bearing and distance is S. 8° 17' E. 149.87 feet for a distance of 149.91 feet to the end of said curve;

THENCE continuing with said street line, S. 5° 53' E. 80.56 feet to the place of beginning.

Block B  
Lots 233

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 1.14 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 15 Tee of Riverhill Golf Course and Block B and F of Tamanaco Estates, and subject tract being more particularly by metes and bounds, as follows, to wit:

N  
D/K

BEGINNING at an iron stake the SE corner of Lot 1, Block B of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the North line of street, Singing Hills Boulevard;

THENCE with the North line of said Boulevard with the arc of a circular curve to the right having a radius of 257.07 feet, a long chord bearing and distance of S.64°10'E. 170.07 feet, for a distance of 173.34 feet to the end of said curve;

THENCE continuing with the North line of said Boulevard S.44°51'E. 47.16 feet to an iron stake, the West corner of Lot No. 1, Block F of Tamanaco Estates;

THENCE with the North line of Lot No. 1, Block F, N.54°19'E. 160.0 feet to an iron stake a North corner of Lot No. 1, Block F;

THENCE N. 9°24'36"E. 162.42 feet to an iron stake;

THENCE around the South side of No. 15 Tee, S. 67°05'W. 119.7 feet, S.76°40'W. 88.2 feet and N.44°39'36"W. 117.51 feet to an iron stake the most Easterly corner at Block B;

THENCE with the SE line of said Block B, S.21°52'W. 172.62 feet to the place of beginning.

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

751884

This Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made this 27th day of MAY, 1975 by Riverhill Club & Estates, Ltd., a Texas limited partnership (hereinafter sometimes termed "Declarant").

## W I T N E S S E T H :

WHEREAS, Declarant owns and desires to develop the "Property" hereinafter defined.

WHEREAS, Declarant owns or may acquire additional real property which Declarant may place subject to this Declaration for purposes of developing all at one time or in stages.

WHEREAS, in order to enable Declarant to accomplish such development in a consistent manner with continuity, Declarant desires to place the Property, subject to the covenants, conditions, assessments, charges, servitudes, liens, easements and reservations (hereinafter collectively termed "Covenants") hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants.

## ARTICLE I

## DEFINITIONS

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

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

B. "Declarant" shall mean Riverhill Club & Estates, Ltd., a Texas limited partnership, and the successors and assigns of Declarant's rights and powers hereunder. ✓

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

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

E. "Dwelling Unit" shall mean any portion of a building designed and used for single family residential purposes including, but not limited to, such building and any carport or other structure related thereto or used in conjunction therewith and the Lot upon which the building is located.

F. "Maintenance Cost" shall mean any and all costs assessed pursuant to Article IV and Article IX hereof.

G. "Maintenance Lien" shall mean with respect to any Lot, the lien created and imposed pursuant to Article V hereof securing any Maintenance Cost.

H. "Lot" shall mean and refer to any lot, tract or parcel of the Property (with the exception of any common area, if any, and any "open areas" reserved by Declarant on any plat) shown upon a plat or plats of the Property filed for record in the Map and Plat Records of Kerr County, Texas (as such plat or plats may be amended from time to time). The phrase "open areas" shall mean those areas of the Property including but not limited to streets which are not designated by number as lots, the ownership of such areas being reserved to Declarant and its successors and assigns. (The streets shown on such plats unless otherwise stated on such plats have not been dedicated to the public i.e. the streets are private streets.)

I. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract for Deed with Declarant; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarant if Declarant is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Declarant has not entered into any Contract for Deed. For purposes hereof, the term "Contract for Deed" shall be any contract executed by Declarant with another person containing as its title or as part of its title the term "Contract for Deed" pursuant to which such person is acquiring a Lot on an installment basis whereby Declarant does not transfer fee simple title to the Lot until such person has satisfied all the terms and conditions of such contract.

J. "Property" shall mean:

(i) At the time of recordation of this Declaration, the land described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

(ii) From and after the addition of each parcel of land subjected to this Declaration pursuant to Article XII hereof, each such new parcel of land.

## ARTICLE II

### COVENANTS BINDING ON PROPERTY AND OWNERS

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

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

not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessment which fell due while the prior Owner was an Owner.

## ARTICLE III

## USE RESTRICTIONS

Section 1: All Properties. All Lots within the Property are hereby restricted as follows:

(a) Antennas. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot without prior written approval and authorization of the Declarant.

(b) On Street Parking. On street parking is restricted to approved deliveries, pickup or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Declarant.

(c) Storage. No exterior storage of any items of any kind shall be permitted except with prior written approval and authorization of the Declarant. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, pathways and streets. This provision shall apply without limitation, to wood piles, camping trailers, boat trailers, travel trailers, boats, mobile homes and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval and authorization of Declarant.

(d) Garbage. No garbage or trash shall be placed on the exterior of any building, except in containers meeting the specifications of the City of Kerrville and the Declarant, and the placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(e) Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Declarant.

(f) Outside Lighting. No outside lighting, other than indirect lighting, shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant.

(g) Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on



any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the Declarant, provided, however, that dogs, cats, birds or fish may be kept thereon as household pets so long as, in the discretion of the Declarant, such pet is not, or does not become, a nuisance, threat or otherwise objectionable to other Owners.

(h) Re-subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant.

(i) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(j) Sidewalk Encroachments. No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant.

(k) Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating, air conditioning or refrigeration equipment and clotheslines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval and authorization of the Declarant and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

(l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(m) Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(n) Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant, except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Declarant.

(o) Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, pathways and streets, without prior written approval and authorization of the Declarant.

(p) Oil and Mineral Activity. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(q) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization and approval of the Declarant.

(r) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such manner as in Declarant's judgment to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Property; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(s) Violation of Statutes, Ordinances and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, the City of Kerrville, if applicable, or any other governmental agency or subdivision having jurisdiction in the premises.

(t) Violation of Covenants. No Lot shall be maintained or utilized in violation of the Covenants.

(u) Motor Vehicles. Motor vehicles owned or in the custody of any Owner may be parked only in the carport or driveway located upon or pertaining to such person's Lot or Dwelling Unit, or in parking areas designed by the Declarant, unless otherwise authorized by the Declarant in writing. No buses, vans or trucks having a carrying capacity in excess of 3/4 tons or designed for commercial purposes shall be placed, allowed or maintained upon any residential Lot except with the prior written approval and authorization

of the Declarant in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets.

(v) Carports. The interiors of all carports shall be maintained by the Owners in a neat, clean and sightly condition. No carport shall be used for storage; and no power equipment, hobby shops or carpenter shops shall be maintained in any carport, nor automobile overhaul, repair or maintenance work conducted therein.

Section 2: Buildings. Buildings shall be additionally restricted as follows:

(a) New and Permanent Construction. All buildings and other structures on the Property shall be of new and permanent construction; and no structure shall be moved from any location on or off the Property onto any portion of the Property, provided, however, that temporary structures may be placed and maintained on the Property in connection with the construction of buildings, structures or improvements thereon if previously approved and authorized in writing by the Declarant. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

(b) Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

(c) Maintenance. No Dwelling Unit shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

(d) Owner's Water and Sanitary Sewer Lines. All water and sanitary sewer lines from each Dwelling Unit to the common water and sanitary sewer lines (i.e. all water and sanitary sewer lines which carry water to or sewerage from such Dwelling Unit shall be maintained by the Owner of the Dwelling Unit at his own costs.

Section 3: Exemption for Purpose of Construction, Development and Sale. The Declarant shall have the right during the period of construction, development and sale, to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

Section 4: Construction of Covenants. Nothing herein stated shall be construed as preventing an Owner from combining two or more adjacent and contiguous Lots and building thereon a Dwelling Unit.

Section 5: Right-of-Way. The Declarant or its agent with three (3) days prior written notice to the Owner shall have the right to enter upon and inspect any Lot or Dwelling Unit for the purpose of ascertaining whether or not the provisions of these Covenants have been or are being complied with and Declarant shall not be deemed guilty of trespass by reason of such entry provided such entry be made during reasonable hours of the daytime.

#### ARTICLE IV

##### IMPROPER MAINTENANCE BY OWNER

In the event any portion of a Lot or Dwelling Unit thereon is in Declarant's judgment so maintained by the Owner as to not comply with these Covenants or present a public or private nuisance or as to substantially detract from the appearance or quality of the neighboring Lots or Dwelling Units or other areas of the Property which are substantially affected thereby or related thereto, the Declarant may by resolution make a finding to this effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Declarant will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Declarant shall be authorized and empowered to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot and Dwelling Unit of the offending Owner and shall be secured by the Maintenance Lien hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

#### ARTICLE V

##### IMPOSITION OF LIEN; OWNER'S AGREEMENT

Section 1: Imposition of Maintenance Lien. Declarant shall have the right at any time there is unpaid Maintenance Cost outstanding with respect to a Lot to file of record with the County Clerk of Kerr County, Texas, a written statement describing such Lot and/or the Dwelling Unit thereon and declaring the amount of unpaid Maintenance Cost relating thereto in which event, upon such filing there shall automatically be imposed upon such Lot and the Dwelling Unit thereon a lien (the "Maintenance Lien") in favor of Declarant for the amount of such unpaid Maintenance Cost. Upon payment of all Maintenance Cost relating to any such Lot, Declarant shall file of record with the County Clerk of Kerr County, Texas, an appropriate release of any Maintenance Lien previously filed against the Lot and the Dwelling Unit thereon for such Maintenance Cost. The Maintenance Lien shall be for the sole benefit of Declarant and its successors and assigns.

Section 2: Owner's Promises Regarding Maintenance Costs and Maintenance Lien. Each Owner, for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, covenants and agrees:

- (a) That he will pay to the Declarant within thirty (30) days after the date of written notice thereof any Maintenance Cost assessed by the Declarant against his Lot and the Dwelling Unit thereon;

(b) That by accepting a Deed to his Lot, he shall be, and remain, personally liable for any and all Maintenance Cost assessed against his Lot and the Dwelling Unit thereon while he is (or was) the Owner thereof, regardless of whether such covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

## ARTICLE VI

### RIGHTS AND POWERS

Section 1: Declarant as Enforcing Body. The Declarant, as the agent and representative of the Owners, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Declarant shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any Owner may enforce this Declaration on behalf of the Declarant by any appropriate action, whether in law or in equity.

Section 2: Declarant's Remedies to Enforce Payment of Maintenance Cost. If the Owner of any Lot fails to pay the Maintenance Cost when due, the Declarant may enforce the payment of the Maintenance Cost and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Declarant does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Cost;

(b) Foreclose the Maintenance Lien against the Lot and the Dwelling Unit thereon in accordance with the then prevailing Texas law relating to the foreclosure of realty mortgages and liens (including the right to recover any deficiency).

Sale or transfer of any Lot shall not affect the Maintenance Lien, provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot and any Dwelling Unit located thereon free of the Maintenance Lien for all Maintenance Cost that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure.

Section 3: Costs to be Borne by Owner in Connection with Enforcement of Payment of Maintenance Cost. In any action taken pursuant to Section 2 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost together with interest thereon at the rate of eight percent (8%) per annum, the Declarant's cost and attorney's fees.

Section 4: Contracts with Others for Performance of Declarant's Duties. Subject to the restrictions and limitations contained herein, the Declarant may enter into contracts and transactions with others, including its subsidiaries and affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more partners (limited or general) in Declarant and/or one or more directors of

the general partner of Declarant is employed by or otherwise connected with Declarant, its subsidiaries and affiliates, provided that the fact of such interest shall be disclosed or known to the other partners and/or directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable; and any such partner and/or director may be counted in determining the existence of a quorum at any meeting which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested.

## ARTICLE VII

## ARCHITECTURAL CONTROL ✓

No building, fence, wall, sign, exterior light or other structure or other apparatus, either permanent or temporary, shall be commenced, erected, placed or maintained upon the Property (or any Lot constituting a part thereof), nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision or resubdivision thereof, including without limitation changes in or alterations of grade, landscaping, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or by an architectural committee composed of three (3) or more representatives appointed by Declarant. In the event Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VIII

## PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling Unit upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under rule of law regarding liability for negligence or willful acts or omissions.

Section 4: Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with the Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then, upon written request by one of such Owners, addressed to the Declarant, the matter shall be submitted to the Declarant who shall decide the dispute, and the decision of the Declarant shall be final and conclusive on the parties.

ARTICLE IX

INSURANCE

Section 1: Fire Insurance - Dwelling Unit Improvements on Lots. Each Owner shall purchase at his expense and maintain fire and hazard insurance coverage with respect to the Dwelling Unit on his Lot. Any such insurance shall be for the highest insurable value of such Dwelling Unit and shall contain a replacement cost endorsement. Such insurance shall contain a loss payable endorsement in favor of the Trustee hereinafter described. Upon the request of Declarant, each Owner shall furnish to Declarant, immediately, evidence of such insurability.

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Section 2: Trustee. All available insurance proceeds, payable under insurance policies described in Section 1 hereof, and subject to the rights of the mortgagees under Section 3 hereof, shall be paid to the Trustee, to be held and expended for the benefit of the Owners, mortgagees, and others as their respective interest shall appear. Said trustee shall be a commercial bank, savings and loan association, title company or other entity in Kerr County, Texas, designated by Declarant which, at the request of Declarant, has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Declarant shall have the duty to contract for such work as provided for herein.

Section 3: Mortgagee's Rights. With respect to insurance coverage under Section 1 of this Article, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage. For purposes hereof a "mortgagee" shall mean a person or entity to whom a mortgage is made or who is the beneficiary of a deed of trust. For purposes hereof, "available insurance proceeds" shall mean the net insurance proceeds to be paid to the Owner or the Trustee after the mortgagee has made his election hereunder.

Section 4: Owner's Additional Insurance. An Owner may carry such additional personal liability and property damage insurance respecting his individual Dwelling Unit as he may desire.

Section 5: Damage and Destruction; Reconstruction. If any Dwelling Unit is damaged by fire or other casualty

the Owner of such Dwelling Unit shall immediately take all actions consistent herewith to rebuild such Dwelling Unit (with available insurance proceeds, if available, or at his own cost) pursuant to the original plans and specifications for such Dwelling Unit. If said damage is limited to a single Lot or Dwelling Unit, all available insurance proceeds shall be paid by the Trustee to the Owner of such Lot or Dwelling Unit and the Owner shall use the same to rebuild or repair such Dwelling Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Lots or Dwelling Units, then:

(a) Reconstruction or Repair by Declarant.

If the available insurance proceeds initially offered or paid by the insurer do not exceed the sum of Ten Thousand and no/100 Dollars (\$10,000.00) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than One Thousand and no/100 Dollars (\$1,000.00), such insurance proceeds shall be paid to the Trustee hereinbefore designated in Section 2 hereof. The Declarant shall thereupon contract to repair or rebuild the damaged portions of the Dwelling Units in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion);

(b) Other Situations. If subparagraph (a) is inapplicable, then:

(1) Payment to Trustees. All available insurance proceeds shall be paid to the Trustee designated by the Declarant to be held for the benefit of the Owners of the damaged Dwelling Units as their respective interests may appear. The Declarant is authorized to enter on behalf of such Owners into a construction agreement, consistent with these restrictions, with such Trustee and a contractor relating to the rebuilding of such damaged Dwelling Units, all in accordance with the following procedure;

(2) Procedure. The Declarant shall obtain firm bids (including the right but not the obligation to obtain payment and performance bonds) from three (3) or more responsible contractors to rebuild the damaged Dwelling Units in accordance with their original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners of such damaged Dwelling Units to consider such bids. Each such bid shall be itemized so that the total cost in rebuilding the damaged Dwelling Unit of each Owner will be set forth separately. At the meeting, the Owners shall accept the lowest bid as to



rebuilding all of the damaged Dwelling Units unless by 100% vote, such Owners elect to accept a higher bid for such work. Upon acceptance of such bid, if the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion.

If any Owner shall fail to pay any special assessment made pursuant to subparagraphs 1 or 2 of this Section 5(b) within thirty (30) days after the levy thereof, the Declarant may make up the deficiency by payment thereof, but said deficiency shall be replenished from the Owner of the damaged Dwelling Unit whether the said improvement is or is not so reconstructed. Any such deficiency shall be deemed a Maintenance Cost with respect to the Lot involved secured by the Maintenance Lien described in Article V hereof. Upon payment by such Owners or by the Declarant for the benefit of such Owners (as provided herein), the Declarant shall let the contract to the successful bidder.

#### ARTICLE X

##### TERMS; AMENDMENTS; TERMINATIONS

Section 1: Term; Method of Termination. 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 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 2: 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 3: Election Procedure for Amendments and Termination. The affirmative votes required under Section 1 or Section 2 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 4: 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 1 or Section 2 (of this Article, as the case may be) and Section 3 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 terminations, 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 5: Effect. Upon the recording of the Certificate of termination as required by subparagraph (b) in Section 4 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) of Section 4 of this Article, this Declaration and the Covenants, as amended, shall remain in full force and effect, enforceable in accordance with its terms.

Section 6: Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the 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 federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon the Property and all persons having an interest in the Property. Except as provided in this Section 6 Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 2 of this Article.

## RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT LOTS

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 or Lots without the consent of any of the other owners.

## ARTICLE XII

## SUBJECTING ADDITIONAL LANDS TO THE DECLARATION

From time to time the size of the Property may be increased by Declarant's recording with the Recorder of Deeds, Kerr County, Texas, a supplement to this Declaration (hereinafter called "Supplemental Declaration"). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Declarant who shall be the owner of record of the additional land to be included within the Property and subjected to the Covenants set forth in this Declaration. Each such Supplemental Declaration shall:

(a) describe the additional land to be included as a part of the Property;

(b) state the number of new lots in such additional land which will be deemed "Lots" hereunder;

(c) state that such land and any permanent improvements thereon are expressly subjected to all of the Covenants set forth in this Declaration; and

(d) state that each Owner of a Lot therein, for and on behalf of his heirs, executors, administrators, trustees, personal representatives, successors and assigns, agrees to be personally liable for all Maintenance Cost imposed hereunder and shall be personally bound by all Covenants set forth in this Declaration.

## ARTICLE XIII

## MISCELLANEOUS

Section 1: Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

Section 2: Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 3: Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no

effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Section 4: Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 5: Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 6: Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 7: Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Declarant for the purpose of service of such notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Declarant.

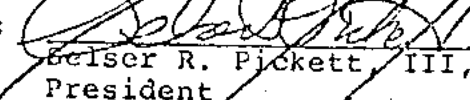
Section 8: Easements. Each Lot shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications.

Section 9: Prior Recorded Instruments. This instrument and the provisions hereof are expressly subject to all prior recorded documents affecting the property, including without limitation that certain Reservation of Architectural Control, recorded by Riverhill Club & Estates, Ltd., a Texas limited partnership, on the day of May, 1974, in the office of the Recorder of Deeds, Kerr County, Texas, Volume, commencing at page     . *Corrected to 1975 in Vol 180 page 584 need Board* 27th *also known as V 179 p 806*

IN WITNESS WHEREOF, Riverhill Club & Estates, Ltd., a Texas limited partnership, has hereunto caused its name to be signed and the same to be attested by the signatures of its duly authorized officials as of the day and year first above written.

RIVERHILL CLUB & ESTATES, LTD.

By: Tierra Linda Ranch Corporation,  
General Partner

By:   
Selser R. Pickett, III,  
President

STATE OF TEXAS           S  
                                  S  
COUNTY OF KERR        S

VOL. 179 PAGE 837

BEFORE ME, the undersigned authority, on this day personally appeared SELSER R. PICKETT, III, President of Tierra Linda Ranch Corporation, General Partner of Riverhill Club & Estates, Ltd., a Texas limited partnership, known to me to be the person and officer 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 limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of MAY, 1975.



  
NOTARY PUBLIC IN AND FOR  
KERR COUNTY, TEXAS

FILED FOR RECORD

at 2:00 o'clock P.M.

MAY 27 1975

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By Donna Witt Deputy

EXHIBIT A

TRACT 1

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All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 19.17 acres being 19.14 acres out of Original Survey no. 147, Nathaniel Holt, Abstract No. 178, and 0.03 acre out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being Riverhill Townhouse Tracts No. One, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post the South corner of that 28 acres which was conveyed from Wm. Bryant Saner to L. D. Brinkman by deed dated October 27, 1971, and recorded in Volume 152 at Page 481 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates System South Central Zone are N or Y = 795,458.873, E or X = 1,955,859.093;

THENCE with fence along the NW line of Original Survey No. 147, Nathaniel Holt, S.44°59'W. 988.73 feet to an iron stake in the East line of newly widened right of way of Texas Highway No. 16;

THENCE with the East right of way of said Texas Highway No. 16, S.10°50'E. 200.0 feet to a point in said right of way;

THENCE S. 45°11'12"E. 146.5 feet to an iron stake NW of No. 16 Green of Riverhill Golf Course;

THENCE around No. 16 Green, N.70°17'E. 131.6 feet, and S.55°56'E. 105.3 feet to an iron stake the NW line of No. 17 Fairway;

THENCE along the NW line of 17 Fairway, N.32°11'E. 514.4 feet, N.39°36'E. 212.5 feet, N.14°06'W. 201.3 feet, N.31°36'E. 66.8 feet, N.50°46'E. 118.7 feet and N.29°01'E. 55.2 feet to an iron stake a SW corner of Block One of Riverhill Townhouse Tracts No. One.

THENCE with the South side of said Block One, N.77°11'E. 25.3 feet, S.75°02'E. 60.9 feet, S.69°10'E. 99.5 feet, S.38°12'E. 77.0 feet, S.5°58'W. 23.6 feet, S.54°30'E. 315.81 feet, S.80°18'E. 121.1 feet, S. 58°53'E. 204.1 feet and S.75°10'E. 318.2 feet to an iron stake the most Southerly SE corner of Block One;

THENCE WITH THE NE line of said Block One, N.14°11'E. 98.0 feet, N. 12°37'W. 192.3 feet, N.26°44'W. 240.2 feet, N.32°07'W. 209.6 feet, N.88°53'W. 334.4 feet, N.81°20'W. 372.2 feet and N.84°06'W. 124.2 feet to an iron stake SW of No. 18 Tee;

THENCE with the NE line of Fairway Drive along the arc of a circular curve to the right in a NW direction having a radius of 145.0 feet for a distance of 20 feet to a point;

THENCE crossing street, S.78°16'25"W. 40 feet to the SW line of said Fairway Drive;

THENCE with the SW line of said Fairway Drive along the arc of a circular curve to the left in a SE direction having a radius of 185 feet for a distance of 55 feet to a point;

THENCE with the arc of a circular curve to the right in a SW direction having a radius of 20 feet for a distance of 30 feet to the NW line of Sand Bend Drive;

THENCE with the NW line of said Sand Bend Drive, S.51°09'57"W.  
170 feet to the point of curvature of a circular curve to the left;  
THENCE with the arc of said circular curve in a SW direction  
having a radius of 306.22 feet for a distance of 15 feet to  
a point;

THENCE N. 45°22'W. 5 feet to the place of beginning.

TRACT 2

Lots 1, 2, 3, 4, 5, 6 & 7 of Block R and all of the  
land constituting same as shown on a plat of Riverhill  
Estates No. Two, a subdivision of Kerr County, Texas as  
recorded in Volume 4 at Page 30 of the Plat Records, Kerr  
County, Texas.

EXHIBIT A - PAGE 2

Filed for record May 27, 1975 at 2:00 o'clock P.M.

Recorded May 29, 1975

EMMIE M. MUENKER, Clerk

By Melinda Akers Deputy

CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RE: RIVERHILL CLUB AND ESTATES, LTD.

STATE OF TEXAS )  
COUNTY OF KERR ) 752319

Before me, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared Pat Tinley, known to me to be a credible person of lawful age and qualified in all respects to make this Affidavit, who being by me here and now duly sworn, upon oath said:

That on the 27th day of May, 1975, he caused a Declaration of Covenants, Conditions and Restrictions to be recorded in the office of the County Clerk of Kerr County, Texas, said Declaration of Covenants, Conditions and Restrictions having been made and executed on the 27th day of May, 1975, by Riverhill Club & Estates Ltd., the same having been filed under clerk's file number 751884 and recorded in Volume 179, Page 822, Deed Records of Kerr County, Texas; and

Prior to the recording of such Declaration of Covenant, Conditions and Restrictions, he filled in three blanks in Section 9 of Article XIII of such Declaration of Covenants, Conditions and Restrictions, such Section 9 appearing at Volume 179, Page 836, Deed Records of Kerr County, Texas, thereby causing that portion of Section 9 containing the blanks to read "on the 27th day of May, 1974";

That he incorrectly inserted the year 1974 in one of such blanks instead of the year 1975, and that portion of subsection 9 containing such blanks should have been filled in to read "on the 27th day of May, 1975", and this Affidavit is made for the purpose of ratifying and confirming the fact that the year stated should have been the year 1975.

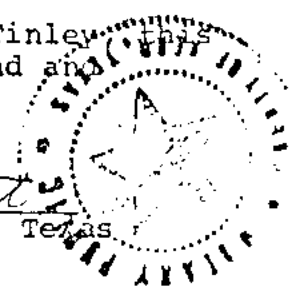
Further Affiant saith not

Filed 23 Day of June A.D., 1975 at  
EMMIE M. MIENKER 1:10 P.M.  
Clerk County Court, Kerr County, Texas  
By Emmie M. Mienker Deputy

  
Pat Tinley

Subscribed and sworn to before me, by the said Pat Tinley 20th day of June, 1975, to certify which witness my hand and seal of office.

  
Notary Public, Kerr County, Texas  
MAXINE I. SHORT  
NOTARY PUBLIC  
KERR COUNTY, TEXAS





STATE OF TEXAS )  
COUNTY OF KERR )

Before me, the undersigned authority, on this day personally appeared Pat Tinley, 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 on this the 20<sup>th</sup> day of June, A.D. 1975.

Maxine T. Short  
Notary Public in and for  
Kerr County, Texas  
MAXINE T. SHORT  
NOTARY PUBLIC  
KERR COUNTY, TEXAS



Filed for record June 23, 1975 at 1:10 o'clock P. M.

Recorded June 26, 1975  
EMMIE M. MUENKER, Clerk

By Melinda Adams Deputy