



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, 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. 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

Association fiscal year is October 1st thru September 30th. 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.

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. 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 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: _____

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, 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 11:

Riverhill 11 is one of the newer areas in Riverhill, near Highway 16. It encompasses Castle Pines Drive, accessed from Riverhill Blvd.

CCRs Included:

Covers	Volume	Page
All	V971	P805

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RIVERHILL NO. 11

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is entered into on the 14th day of September, 1998, by RIVERHILL DEVELOPMENT CORP. ("Declarant");

WITNESSETH:

A. The real property (the "Property") subject hereto is known as Riverhill No. 11, a subdivision of Kerr County, Texas, according to the plat thereof recorded in Volume 6, Page 328, et seq., and replat of record in Volume 6, Page 350, Plat Records, Kerr County, Texas, reference being made thereon to this Declaration, and reference being hereby made to said plat.

Declarant desires to create on the Property a residential community with residential lots.

B. Declarant desires to provide for the preservation of the values and amenities in said community and to this end desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW, THEREFORE, it is hereby declared that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Property" shall mean and refer to the Property herein specified and described and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of this Declaration.

(b) "Lot" shall mean and refer to each of the lots within the Property, which shall be designated and described, from time to time, by the plat of such property, together with the home, residential unit and other improvements thereon.

Red Stamp: Jackson Co. Tex. ?

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(c) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.

(d) "Declarant" shall mean and refer to RIVERHILL DEVELOPMENT CORP., its successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights of Riverhill Development Corp. hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined as the "Existing Property") is located in Kerr County, State of Texas, and is described herein.

Section 2. Additions to Property. Additional lands may become subject to this Declaration and Declarant may, without the consent of any Owner, at any time and from time to time, add to the Existing Property and to the concept of this Declaration any property which it presently owns or which it may hereafter owns within Kerr County, Texas, by filing of record Supplemental Declarations of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplemental Declarations may contain such complementary additions to and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the Existing Property. Each Supplemental Declaration may designate the number of separate plots or tracts comprising the properties added which are to constitute Lots, or such designation may be deferred to further and subsequent Supplemental Declaration(s) as herein provided, and each such separate plot or tract shall constitute a "Lot" within the meaning of this Declaration.

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declarant!*

USE OF LOTS - PROTECTIVE COVENANTS

The Property (and each Lot situated therein) shall be occupied and used as follows and no Lot shall be used, occupied or maintained in violation of any of the following:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for a single family residence (as herein defined) and garage carport and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided in this Article. Single family residence as used herein shall be defined as and shall mean use and occupancy by one family unit consisting of spouses, children and immediate family members but excluding unrelated individuals. Temporary presence of guests of a family for a limited period not to exceed thirty (30) days shall not be prohibited. Any garage or carport shall be for a maximum of three (3) passenger vehicles (excluding recreational vehicles). Where front entry garages are required or desired, those constructed at a ninety degree (90°) angle where practical are encouraged.

Notwithstanding any provision of this Section or any other provision of this Declaration to the contrary, Declarant and Declarant's agents, licensees, successors, assignees and lessees, as it shall determine, may use any Lot and any structure thereon owned by Declarant for and as a sales and brokerage office for the purpose of marketing, selling and promoting sales of Lots within the Property and for the purpose of marketing, selling and promoting the sales of other properties outside of the Property; provided that such use shall be permitted only so long as Lots within the Property are owned by Declarant, its successors and assigns, and are being marketed, sold and promoted.

Section 2. No Mobile Homes. There shall be no mobile homes, single or doublewide, placed on a Lot regardless of whether said mobile home is intended for temporary or permanent use. The term "mobile home" (as used herein) shall include modular homes and manufactured homes. The Architectural Control Committee as provided for herein shall have the exclusive right to determine if a structure is a mobile home.

Section 3. Minimum Square Feet. Not more than one single family residence shall be constructed on any Lot and no single family residence shall be constructed which contains less than 2,000 square feet on all Lots in Block 1, and less than 2,200 square feet on all Lots in Block 2. In each case the minimum

square feet on all Lots in Block 2. In each case the minimum square footage set forth herein shall exclude garages, porches, decks, patios, and those areas not generally heated or cooled.

Section 4. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on a Lot which would be in violation of any law.

Section 5. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Architectural Control Committee, except signs temporarily used by Declarant in the development, sale or leasing of Lots and homes and signs used by property owners to sell or lease their homes in which case signs shall not exceed the typical real estate sign of approximately 24"x 28".

Section 6. Nuisances. Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Architectural Control Committee, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 7. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas and satellite dishes) shall be made to the roof or walls of any structure, or on the ground unless plans for such attachments shall have been first submitted to and approved by the Architectural Control Committee, as hereinafter defined.

Section 8. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance and do not bark so as to create an annoyance to adjoining property owners, and provided that they are restrained and not allowed to enter upon other Lots without the permission of the owners thereof. Any such permitted animal may accompany an owner on the dedicated streets and roads provided that such animal shall be on a leash at all times and any material deposited thereon by such animal shall be removed and cleaned up.

Section 9. Outbuildings. Any and all permanent outbuildings or accessory buildings must be constructed of the same material as the principal residence and must be approved prior to construction by the Architectural Control Committee. Any mailbox constructed at the curb of a residence shall be of the same material as the residence and set in accordance with U.S. postal regulations.

Section 10. Setbacks. The minimum depth of building setback lines from the front and rear lot lines of the Lots shall be not less than 25 feet and not less than 6 feet from side Lot lines; provided, however, that on any corner Lot a 15 foot side Lot line shall be required as to the side Lot line contiguous to the secondary street.

Section 11. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers. No burning of trash or rubbish shall be allowed at any time.

Section 12. Boats, Campers, Trailers and Recreational Vehicles. Boats, campers, trailers and recreational vehicles of all kinds shall not be allowed on the property or street except for the purpose of loading and unloading but in no event for more than twenty-four (24) hours.

Section 13. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage and any change in any swale shall be prohibited. Retaining walls, rock walls or other means approved by the Architectural Control Committee shall be used to prevent erosion of slopes and terraces. [Due to requirements of government regulations certain silt fencing in place through the Property, e.g., at the rear of the Lots on the North side of Block 2, shall remain in place until construction is completed on all Lots or, if appropriate, removed at the discretion of the Declarant if approved by the governmental entity having jurisdiction thereof.] Landscaping shall be required on each Lot within one (1) year after completion of a residence thereon, as approved by the Architectural Control Committee. Such landscaping shall include that which is reasonable and necessary to prevent and eliminate erosion. ✓

Section 14. Fences, Walls, Hedges and Other Landscaping. No fence, wall, deck or hedge shall be placed or permitted to remain on any Lot without prior approval of the Architectural Control Committee. Any underpinnings and/or structure related to the foregoing shall be properly screened and finished (stained and painted). No chain link fences shall be permitted, and fences constructed of wood shall have masonry columns a minimum of every twenty feet (20') between fencing and fencing shall be stained or painted. No wood shall be allowed to simply "weather." [All residences shall be landscaped commensurate with landscaping existing in the Riverhill Subdivision.]

Landscaping of a residence shall be accomplished within one (1) year of the completion of construction of a residence.

Section 15. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated buildings, mobile home, modular home, manufactured home, or existing residences or garages be moved onto any Lot.

Section 16. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 17. Hunting. Hunting is prohibited on or within the Property.

Section 18. Temporary Structures. Sanitary porto-can or similar on-job toilet facilities shall be used during construction, shall be required and shall be located away from any street but no other temporary structure of any kind shall be erected or placed on any Lot, except that builders may place a portable office on site until construction is completed. In no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it is has been fully completed in accordance with the plans approved by the Architectural Control Committee. No trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 19. Repair. During construction all Lots shall be kept clean and neat, with periodic (at least weekly) trash removal, including without limitation removal of masonry and sheetrock debris.

Section 20. Oil and Gas. 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.

Section 21. Construction of Buildings and Other

Structures. All buildings and structures on each Lot shall be one or two story and of new construction and architecturally in harmony with the primary residential buildings. Not more than one single family residence shall be constructed on any one Lot and any structure on any Lot shall have not less than seventy-five percent (75%) masonry, stone, stucco and brick and the remaining portion of not more than 25% of stained or painted wood or siding, evenly distributed, unless otherwise approved by the Committee and subject to the approval of the Architectural Control Committee.

All roofs shall be metal (standing seam), tile or composition. All exterior colors, including without limitation, masonry, stone, stucco, brick and siding shall be earth tones, grays and beiges, as well as shades of white, ivory and cream and are subject to the approval of, and as otherwise approved by, the Architectural Control Committee. Composition roofs must be top of the line, superior in quality and appearance, and the color "weatherwood" or equivalent. All construction on Lots shall be completed by builders who are approved by the Architectural Control Committee and who are qualified to complete such construction in accordance with applicable rules, regulations, laws and ordinances.

Section 22. Re-Subdivision. No Lot shall be further subdivided but Lots may be combined as one building site in which case the side setback requirements shall apply to the Lots as reconfigured for such site and construction on an interior lot line shall be permitted and encroachment on such interior lot line and easements along such interior lot line shall be permitted.

Section 23. 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.

Section 24. Sidewalks and Encroachments. No tree, shrub or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or all other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant. Each Lot may have and be improved with a sidewalk (but a sidewalk shall not be required except as may be required by applicable law, rule, regulation and/or ordinance). Any sidewalk shall be located within the front setback line of such Lot (the exact location thereof to connect with the sidewalks of adjoining Lots and as approved and designated by the Architectural Control Committee).

Section 25. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating and air conditioning or refrigeration equipment 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.

Section 26. 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. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and applicable codes) the underground service cable and appurtenances from the point of the metering on customer's structure to the point of attachment at installed transformers or energized secondary junction boxes. Each Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the company furnishing service) for the location and installation of the meter of such company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the services to each Lot therein shall be underground and uniform in character.

Section 27. 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.

Section 28. 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 the prior written approval and authorization of the Architectural Control Committee.

Section 29. 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.

Section 30. Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

Section 31. Maintenance. No Lot or any improvement thereon 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.

Walls!

Section 32. Owner's Water and Sanitary Sewer Lines. All water and sanitary sewer lines from and for each 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 unit) shall be maintained by the Owner of the unit at his own costs.

Section 33. 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.

ARTICLE IV

ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee which shall be designated by Declarant (whose members may be appointed, removed and replaced as Declarant shall determine) and Declarant may (without the approval of any Owner) assign such rights and duties to an Architectural Control Committee for any adjoining

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subdivision (and if any such Architectural Control Committee shall not be so designated or shall fail or be unable to serve after thirty [30] days notice by any Owner to Declarant then the Owners of a majority of the Lots may designate such Architectural Control Committee), and (2) the final plans, drawings and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Architectural Control Committee; provided, however, that the provision hereof shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans, drawings and specifications shall be furnished by the Owner to the Architectural Control Committee and retained by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after the said plans, drawings and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The members of the Architectural Control Committee shall not be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. The Architectural Control Committee shall be designated by Declarant unless and until Declarant otherwise specifies in a supplement to this Declaration. A majority of the Architectural Control Committee may approve or disapprove any matter before the Architectural Control Committee; provided that the Architectural Control Committee may for good cause shown approve variances as to any Covenant, Condition or Restriction but such variance shall require approval of a majority of the members of the Architectural Control Committee; and provided, further, that any person (including any Owner, Declarant or member of the Architectural Control Committee) may request approval of any matter by the Architectural Control Committee, and a majority of the members of the Architectural Control Committee shall then be required.

ARTICLE V

EASEMENTS

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Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting and drainage facilities and floodway easements over, under and across the Property) are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under

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No. 12
under flood
this*

and across the Property. Full rights of ingress and egress shall be had by Declarant, and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Property, Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Property from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company may not have executed such instrument.

Section 2. Surface Drainage Easements. Surface drainage easements as shown in the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

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ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, subject to this Declaration and shall inure to the benefit of and be enforceable by the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a majority of the Lots has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions if made and recorded ninety (90) days in advance of the effective date of such abolition.

*9/4/98
9/4/0033*

Section 2. Amendments. Except as otherwise provided in this Declaration, the Covenants, Conditions and Restrictions of this Declaration may be amended in whole or in part, only with the consent of the Owners of a majority of the Lots, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners; provided, however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Owner, to the extent that such amendments are required by any governmental or quasi-governmental authority, utility or any financial institution involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any of these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given to any Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. 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 8. 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 9. 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 10. 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.

RIVERHILL DEVELOPMENT CORP.

BY: Wanda C. Kemp *emp*
Name: Wanda C. Kemp
Title: President

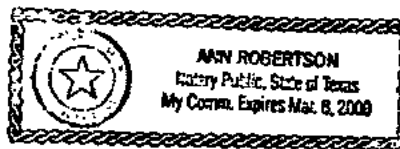
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 14th day of September, 1998, by Wanda C. Kemp, President of RIVERHILL DEVELOPMENT CORP., a Texas corporation, on behalf of said corporation.

Ann Robertson
Notary Public, State of Texas

RESTRICIONS RR 11



FILED FOR RECORD
at...1:17... o'clockP:M

SEP 18 1998

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Cheryl A. Thompson Deputy

Filed By
Kerrville Title Company

RETURN TO:
Kerrville Title Company
1456 Sidney Baker
Kerrville, Texas 76028



RECORD Real Property
VOL 971 PG 805
RECORDING DATE

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law,
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property at Kerr County, Texas on

SEP 21 1998

SEP 21 1998



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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