



## **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 Townhouse Tract 4:

This section of Riverhill is split into two parts, section 1 and section 2. There are six documents that apply to both, with one additional document that applies only to section 2. Both sections are adjacent to Bandera Highway. One section is accessed from Rolling Green, the other from Riverhill Blvd.

CCRs Included:

Covers	Volume	Page
All	V179	P806
	V179	P822
	V180	P584
	V242	P362
	V242	P365
	V242	P370
Additional for Section 2	V256	P548



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#11  
TT#7  
TT#652 BR 2  
TRACT #10  
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 EMMIE M. MUNKER Deputy

By: [Signature]  
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.



[Signature]  
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.

10 to 10 on 1st 1st  
 16 Fairway of Riverhill Golf Course

Not  
 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

1st  
2nd

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: 08-01-1968  
 UNSATISFACTORY  
 IN THIS DOCUMENT WHEN RECEIVED

\* TT #

Original Survey

2/1-47

TRACT 6

VOL 179 PAGE 813

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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 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°11' E. 147.5 feet, and N. 19°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°12' E. 130.2 feet, N. 71°47' E. 144.4 feet, N. 49°46' E. 160.5 feet, N. 5°43' E. 131.9 feet, N. 38°55' E. 125.6 feet, N. 68°19' E. 116 feet, N. 65°45' E. 104.0 feet, N. 77°08' E. 100.3 feet, N. 70°44' E. 101.8 feet, N. 76°41' E. 100.4 feet, N. 80°14' E. 100.0 feet, S. 83°43' E. 103.4 feet, S. 57°39' E. 116.1 feet, S. 53°51' E. 269.6 feet, and S. 16°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°48'40" W. 433.39 feet, S. 61°21' W. 371.0 feet, S. 67°10' W. 406.9 feet, S. 77°23' W. 312.6 feet, and S. 84°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°56' W. 64.4 feet to the place of beginning.



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

TRACT 7 VOL. 177 PAGE 814

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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.

2022  
Oakland Hills  
Block 2  
2021-13, 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.

20

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.

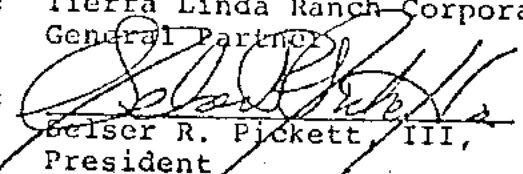
Section 8: Easements. Each Lot shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications.

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 177 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

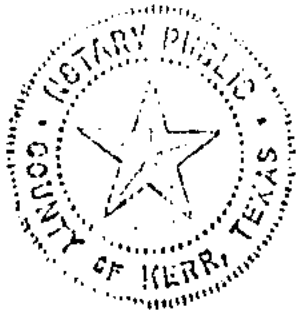
By:   
Selser R. Pickett, III,  
President

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

VOL. 129 PAGE 838

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.

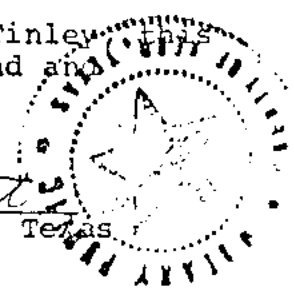
Further Affiant saith not

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

Townhouse Tracts No. Four  
Section 1 and 2

26717

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

RIVERHILL TOWNHOUSE TRACTS NO. FOUR

To  
H. B. Bland

FILED FOR RECORD  
at 11:00 o'clock A.M.

DEC 11 1980

EDWIN M. BLENKER  
Notary Public for Kerr County, Texas  
1000 West Highway 100  
McCook, Texas 76860

EDWIN M. BLENKER  
Notary Public  
WALLACE AND JACKSON  
A PROFESSIONAL CORPORATION  
1111 WEST 10TH  
MCKENZIE, TEXAS 76864

Filed for record  
Recorded December 10, 1980  
EDWIN M. BLENKER, Clerk  
BY \_\_\_\_\_ Deputy  
1980 at \_\_\_\_\_ o'clock P.M.

VOL 242 PAGE 343

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed in its name and on its behalf on this 9 day of December, 1980.

DECLARANT:  
RIVERHILL CLUB & ESTATES, LTD.  
BY: Silco, Inc., Its General Partner  
BY: *[Signature]*  
Herbert C. Bench, Vice President

FILED FOR RECORD  
at 11:00 o'clock A.M.  
DEC 11 1980  
EDWIN M. BLENKER  
Notary Public for Kerr County, Texas  
1000 West Highway 100  
McCook, Texas 76860

THE STATE OF TEXAS  
COUNTY OF KERR

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County and State, on this day personally appeared Herbert C. Bench, Vice President of Silco, Inc., the General Partner of RIVERHILL CLUB & ESTATES, LTD., a partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Silco, Inc., as General Partner of said RIVERHILL CLUB & ESTATES, LTD., a partnership, and that he executed the same as the act of said Silco, Inc., as General Partner for such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 1980.



*[Signature]*  
Notary Public, Kerr County, Texas  
My commission expires 11-13-83  
W.A.M.A. & J.E.G.S.  
(Notary Print or Type Name)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 9th day of December, 1980, by RIVERHILL CLUB & ESTATES, LTD., a Texas limited partnership ("Declarant");

W I T N E S S E T H:

1. Declarant has heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declarations"), dated May 27, 1975, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein, and has caused the Declaration to be filed in the office of the County Clerk of Kerr County, Texas, in Volume 179, Page 622, et seq., of the Dead Records of Kerr County, Texas.

2. Declarant is the owner of certain additional real property (the "Additional Property") being more particularly described as Riverhill Townhouse Tracts No. Four, Section One and Section Two, a subdivision out of McCOMB TRACT, Survey No. 177, Abstract No. 178, in Kerr County, Texas, according to the Plat thereof recorded in Volume 4, Page 213 and in Volume 4, Page 240, of the Plat Records of Kerr County, Texas, and desires to subject the same to the terms and provisions of the Declaration.

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

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

NOW, THEREFORE, the Declarant (i) reaffirms the Declaration and the recitals and declaration contained in the Declaration, and (ii) declares that the Additional Property and any permanent improvements thereon are expressly subjected to, and shall be held, transferred, sold, conveyed and occupied subject to, the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as reaffirmed in and as supplemented and added to by this Supplemental Declaration. (iii) declares and adds to the Declaration as herein provided, and (iv) declares that the Additional Property shall be included as a part of the Property, as defined and specified in the Declaration.

Pursuant to Article XII of the Declaration each of the numbered lots described in the respective plats of the Additional Property shall be designated and deemed to be "Lots" under the Declaration. The well site designated on said plat shall not be a Lot.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS 806718

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made by Riverhill Club & Estates, Ltd., a Texas limited partnership ("Declarant");

WITNESSETH:

A. Declarant is the owner of all of the property situated in Kerr Co., Texas, described as Townhouse Tracts No. Four, Section One and Section Two, according to the plat thereof recorded in Volume 4, Page 223 and Volume 4, Page 240 of the Plat Records of Kerr County, Texas (the "Property").

B. Declarant has subjected the Property to certain covenants, conditions and restrictions pursuant to a certain Supplemental Declaration of Covenants, Conditions and Restrictions of record in Kerr County, Texas (the "Declaration") and Declarant desires to impose certain other and additional covenants, conditions, restrictions and easements upon the Property, each and all of which is and are for the benefit of the Property and each owner thereof.

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

1. Fence. Each Owner (as defined in the Declaration) of a Lot (as defined in the Declaration) within Block 1 and Block 2 of Section One of Riverhill Townhouse Tracts No. Four shall upon, and within thirty days following, the final completion of a dwelling improvement on such Lot, complete the construction and installation of a fence along, and running the entire length of, the rear property line of each such Lot (along Highway 173), which fence shall be 5 feet in height, shall be made of cedar and shall otherwise comply with the specifications approved by Declarant and the Architectural Control Committee (as defined in the Declaration).

2. Utility Easements. The utility easements shown on the plats of the Property and described in Exhibit "A" attached hereto and made a part hereof for all purposes, shall be easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the portions of the Property covered thereby, and are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across such portions of the 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 that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

3. Overhang and Encroachment Easements. Declarant hereby reserves for itself, and each Owner, an easement and right of overhang and encroachment with respect to any dwelling constructed thereon, for the overhang of the roof of any such originally constructed dwelling and for the encroachment of any

such originally constructed dwelling upon another adjoining Lot, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

4. Ingress and Egress. Full rights of ingress and egress shall be had, and are hereby reserved, by Declarant, its successors and assigns at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof; provided, that any such entry upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired at the expense of the maintenance fund.

5. Ingress and Egress Easement. The Ingress and Egress Easements and Driveway Easements shown on the plats of the Property may be used by each Owner and Declarant, and their successors and assigns, for regress, ingress and egress at all times over and upon the portion of the Property covered thereby for access to each Lot, by foot and vehicle; and in addition thereto each Owner, and Declarant, their successors and assigns, shall have the right of ingress and egress over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

6. Ingress and Egress by Police. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon each Lot, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Property and in order to service the Property.

7. 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 Declarant and/or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the same term as the Declaration.

8. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Owners and the Declarant and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures; 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 utility company, or financing institution, or any other governmental or quasi-governmental authority involved in financing or servicing any improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

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

10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

11. 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.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and on its behalf this 9 day of December, 1980.

DECLARANT:

FILED FOR RECORD  
at 11:00 o'clock A.M.

DEC 11 1980

EMMIE M. MUENKER  
Clerk, County Court, Kerr County, Texas  
By Lois Hudson Deputy

RIVERHILL CLUB & ESTATES, LTD.  
By: Silco, Inc., General Partner

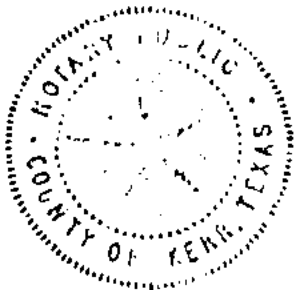
By: Herbert G. Bench  
Herbert G. Bench,  
Vice President

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared HERBERT G. BENCH, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RIVERHILL CLUB & ESTATES, LTD., by its General Partner, SILCO, INC., a Nevada corporation, authorized to do business in Texas, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of December, 1980.



Wanda L. Jones  
Notary Public in and for Kerr  
County, Texas  
My commission expires: 11-30-81  
WANDA L. JONES  
(Notary Print or Type Name)



Being two certain easements granted herein for the purpose of constructing, operating and maintaining public utilities to serve Riverhill developments, upon, over and across Riverhill Townhouse Tracts No. Four (first section), and part of 1069.10 acres of land conveyed to Riverhill Club & Estates, Ltd. from Tierra Linda Ranch Corporation by a general warranty deed executed the 20th day of November, 1973 and recorded in Volume 174 at Page 536 of the Deed Records of Kerr County, Texas; out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, in Kerr County, Texas, each easement being more particularly described as follows:

EASEMENT NO. ONE:

A strip of land five (5) ft. in width along and abutting all street right-of-way lines within said Riverhill Townhouse Tracts No. Four (first section); and,

EASEMENT NO. TWO:

A certain strip, parcel or tract of land along and abutting the westerly right-of-way line of F. M. Highway No. 689 (State Highway No. 173) as follows:

Beginning at a 1/2" iron stake for the southeast corner of the herein described easement, the northeast corner of Riverhill Townhouse Tracts No. Four, Section Two in the westerly right-of-way line of F. M. Highway No. 689 (State Highway No. 173), which point bears, approximately, 1196 ft. S.45° 12'W. and 250 ft. N.45°E. from the east or lower river corner of Survey No. 147;

Thence, along the westerly right-of-way line of said highway: N.12° 08'E., 291.05 ft.; N.08° 43'E., 74.06 ft.; and N.07° 50'E., 195.09 ft. to a point for the northeast corner of the herein described easement;

Thence, upon said Riverhill 1069.10 acres: N.81° 00'W., 86.98 ft. to a point for the most northerly corner of the herein described easement in the southeast line of Lot No. 5 in Block No. 2 of said Riverhill Townhouse Tracts No. Four, Section Two;

Thence, along the southeast line of said Lot No. 5 in Block No. 2, S.50° 47'W., 30.00 ft. to a 1/2" iron stake for the most westerly corner of the herein described easement in the curved right-of-way line of a cul-de-sac at the southeast end of Birkdale Lane;

Thence, along the curved right-of-way line of said cul-de-sac street, 133.12 ft. along an arc subtended by a 127° 07' central angle and a 60 ft. radius (long chord S.31° 17'E., 107.45 ft.) to a point for a westerly corner of the herein described easement;

Thence, again upon said Riverhill 1069.10 acres, five feet from and parallel with an existing overhead telephone line, S.06° 43'W., 455.16 ft. to a point for the southwest corner of the herein described tract in the north line of Lot No. 1 of Block No. 4 of Riverhill Townhouse Tracts No. Four, Section Two;

Thence, along the north line of said Lot No. 1 in Block No. 4, S.76° 45'E., 7.73 ft. to the PLACE OF BEGINNING, containing 0.42 acre (18,097 sq. ft.) of land, more or less, within these metes and bounds,

Re

806778

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
AND  
RESERVATION OF EASEMENTS

RIVERHILL TOWNHOUSE TRACTS  
#4, SECTIONS ONE AND  
TWO

*to  
The Public*

FILED FOR RECORD

at 11:00 o'clock A.M.

DEC 11 1980

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By *Lois Hudson* Deputy

Return to: ✓  
WALLACE AND JACKSON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
629 JEFFERSON  
KERRVILLE, TEXAS 76028

Filed for record December 11, 1980 at 11:00 o'clock A.M.

Recorded December 16, 1980

EMMIE M. MUENKER, Clerk

By *William J. Washburn* Deputy

TOWNHOUSE TRACTS No. FOUR

SECTION 1 and 2

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT AND WAIVER

806719

WHEREAS, Riverhill Club & Estates, Ltd., a Texas limited partnership, hereinafter called "Developer", is the record owner of all of the land shown and described on those certain plats designated as Riverhill Townhouse Tracts No. Four, Section One and Section Two, according to the map or plat filed for record in Volume 4, at Page 240, and Volume 4, Page 223, of the Plat Records of Kerr County, Texas, (the "Property") to which reference is hereby made for all purposes;

WHEREAS, Developer has subjected the Property to certain restrictions, covenants and conditions pursuant to a certain supplemental Declaration of Covenants, Conditions and Restrictions duly recorded in the Deed Records of Kerr County, Texas (the "Declaration"), and

WHEREAS, the Declaration provides, among other things, the reservation of the right of Developer to resubdivide and replat.

NOW, THEREFORE, in furtherance of, and in addition to, the Declaration, (but not in any way in lieu of or in limitation of the Declaration), Developer does hereby declare that the Property shall hereafter be held, sold, occupied and conveyed subject to the following:

1. Resubdivision. No Lot, as that term is defined in the Declaration, may be re-subdivided or replatted without the prior written consent of Developer; each Owner (as defined in the Declaration) hereby delegating to Developer the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same.

2. Reservation of Right to Resubdivide and Replat. Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Developer hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any other Owner and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision or replat and expressly agrees that Developer may resubdivide and replat as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such Owner may have to notice of, consent to, or approval of any such resubdivision or replat under the provisions of Article 974a, Texas Revised Civil Statutes.

3. Covenants Running With The Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any portion of the Property, or any additional property, whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Lot, or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform, all of the restrictions, covenants and conditions herein set forth.

4. Severability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Developer to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

5. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

EXECUTED this the 9 day of December, 1980.

FILED FOR RECORD

at 11:00 o'clock A. M

DEC 11 1980

EMMIE M. MUENKER  
Clerk, County Court, Kerr County, Texas  
By L. A. Hudson Deput

RIVERHILL CLUB & ESTATES, LTD.  
By: Silco, Inc., General Partner

By: Herbert G. Bench  
Herbert G. BENCH,  
Vice President

THE STATE OF TEXAS §  
COUNTY OF KERR §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared HERBERT G. BENCH, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RIVERHILL CLUB & ESTATES, LTD., by its General Partner, SILCO, INC., a Nevada corporation, authorized to do business in Texas, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of December, 1980.



Wanda L. Jones  
Notary Public, Kerr County, Texas  
My commission expires: 11-30-81  
WANDA L. JONES  
(Notary Print or Type Name)

Re

806777

RESERVATION OF RIGHT TO  
RESUBDIVIDE AND REPLAT AND  
WAIVER

RIVERHILL CLUB & ESTATES, LTD

TOWNHILL TRACTS #4  
Sections One and Two

to  
*The Public*

FILED FOR RECORD

at 11:00 o'clock *A.M.*

DEC 11 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Lois Hudson* Deputy

Return to:

WALLACE AND JACKSON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
629 JEFFERSON  
KERRVILLE, TEXAS 78028

Filed for record December 11, 1980 at 11:00 o'clock AM.

Recorded December 16, 1980

EMMIE M. MUENKER, Clerk

By *Lois Hudson* Deputy

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") made on the date as hereinafter set forth, by L. N. Smith Corporation (hereinafter referred to as "Declarant").

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

WHEREAS, Declarant owns and desires to develop all of Lots 1-9, Riverhill Townhouse Tract No. 4, Second Section, in Kerr County, Texas, according to the map or plat filed for record in Volume 4, Page 240 of the Plat Records of Kerr County, Texas, to which plat and the record thereof reference is here made for all purposes.

NOW THEREFORE, Declarant hereby declares that all of the hereinbefore described property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of said real property:

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 L. N. Smith Corporation, 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. "Unit" shall mean any portion of a building designed and used for single family residential purposes and the Lot upon which the building is located.

F. "Association" shall mean and refer to El Roble Homeowners Association, Inc., a non-profit association, its successors and assigns.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding Declarant and those having such interest merely as security for the performance of an obligation.

H. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume 4, Page 240, of the Plat Records of Kerr County, Texas, on the 9th day of December, 1980.

I. "Properties" shall mean and refer to Lots 1 - 9, Riverhill Townhouse Tract No. 4, Second Section, as hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

J. "Common Area" shall mean and refer to all real property and the improvements thereon owned by the Association for the common

use and enjoyment of the Owners. The Common Area out of the real property hereinbefore described is to be owned by the Association at the time of the conveyance of the first Lot and said Common Area is to include:

A. That certain area described on the herein referenced plat as Private Driveway easement and utility easement--commonly referred to as Calle Del Roble.

B. All of a certain tract or parcel of land comprising 0.23 acre (9982 sq. ft.) of land, more or less, out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, in Kerr County, Texas; part of 1069.10 acres of land conveyed to Riverhill Club & Estates, Ltd. from Tierra Linda Ranch Corporation by a General Warranty Deed executed the 20th day of November, 1973 and recorded in Volume 174 at Page 536 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds in Exhibit "A" which is affixed hereto.

K. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

L. "Member" shall mean and refer to every person or entity who holds membership in the Association.

M. "Class A Lots" shall mean and refer to any lot upon which a unit has been completed and has been conveyed to an Owner other than Declarant.

N. "Class B Lots" shall mean and refer to any lot upon which a unit has not been completed or has not been conveyed to an Owner other than Declarant.

## ARTICLE II RESTRICTIONS

Section 1. No Unit in the townhouse project shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. No Owner shall make structural alterations or modifications to his townhouse or to any of the Common Area, including erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of his townhouse or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the housing project.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any townhouse or upon the common areas nor shall anything be done which may be or become an annoyance or a nuisance to the Owners.

Section 4. No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept.

Section 5. Each Owner shall maintain his townhouse and any limited common areas appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common area, including, but not limited to, telephone, water, gas, plumbing, power or other utility systems throughout the townhouse project and each Owner shall be responsible for his negligence or misuse of any of the common area or of his own facilities resulting in damage to the common area.

Section 6. Non-discriminatory regulations concerning the use of the townhouse project shall be promulgated by the initial Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time by the Board of Directors, shall be binding on all members of the Association unless duly amended by at least sixty percent (60%) of the percentage of value assigned to the Owners, (and in the event any such amendment would cause or result in any discrimination against any Owner or class of Owners, then any such amendment shall require the written consent of all the townhouse Owners adversely affected thereby prior to its effectiveness).

Section 7. Notwithstanding the foregoing provisions, Declarant may from time to time lease Units for single-family residence purposes upon such terms and conditions as Declarant may see fit.

Section 8. Vehicles not in operating condition shall not be parked upon the premises of the townhouse project. The Board of Directors may, if it deems it appropriate, prohibit recreational vehicles or boats and trailers from being parked on the premises. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

ARTICLE III  
COVENANTS BINDING ON PROPERTY AND OWNERS

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

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 attorney's fees, if any) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by non-use of or by transfer or abandonment of his Lot. The Owner's personal obligation shall not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessment which fell due while the prior Owner was an Owner.

ARTICLE IV  
PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass a title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

B. The right of the Association to dedicate or transfer all or



any part of the common area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of members agreeing to such dedication or transfer has been recorded.

C. The right of the Association, in accordance with its Articles and/or By-Laws, to borrow money upon obtaining the assent of at least fifty-one percent (51%) of each class of members, for the purpose of improving the common area and in aid thereof, to mortgage said properties. The right of such mortgage in such properties shall be subordinate to the right of the homeowners hereunder.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a Lot which is subject to assessment and Declarant, while required to be a member hereunder, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class A: Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Land and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of the Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

A. Annual assessments or charges; and

B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when such assessment fell due. A personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Declarant shall not be obligated for any such assessments as described in this Subparagraph B, but all maintenance and expenses incident thereto on Lots owned by Declarant shall be the sole obligation and expenses of Declarant.

Section 2: Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the property and for the improvement and maintenance of the Common Area, and of the homes situated upon the property.

Section 3: Determination of Assessments. All assessments shall be based upon the total cash required by the Association to satisfy the expenses of the Association incurred in connection with the ownership, maintenance and operation of the common area in accordance with the Association's purpose.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than five (5) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement as set forth above and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 6: Rate of Assessment. Both annual and special assessments must be fixed at uniform rates, to be collected on a quarterly basis.

Section 7: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year as to each such Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot which has an Owner at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors, and unless otherwise provided, the Association shall collect each quarter (on April 1, July 1, October 1 and January 1 of each calendar year), in advance, from the Owner of each Lot one-fourth (1/4th) of the annual assessment for such Lot. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Effect of Non-Payment of Assessment and Remedies of the Association. Any assessment which is not paid within fifteen (15) days after the due date shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay

the same, or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner by his acceptance of a Deed to a Lot, hereby expressly vests in El Roble Homeowner's Association, Inc., or its agents, the right and power to bring all actions against its Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on the real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all of their Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to any insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his Lot.

X Section 9: Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect or impair the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee's sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or its Owner from liability for any assessments thereafter becoming due or from the lien thereof.

X Section 10: Management Agreement. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate with the management of a project of this general type.

X Section 11: Insurance Assessments. The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain from public liability policy concerning all common area and all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance shall be common expense. All such insurance coverage shall be written in the name of the Association as trustee for each of the Owners in equal proportions. It shall be the individual responsibility of each Owner at his own expense to provide, if he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering property damage and loss to property owned by such individual.

#### ARTICLE VII EASEMENTS

X Section 1: Encroachments. The common area shall be subject

to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant or the builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2: Other Easements. There is hereby granted an easement to all police, fire protection, ambulance and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association to enter in or cross over the common area provided for herein. Further, a blanket easement is hereby granted to any utility company or private or governmental agency providing water, natural gas, electrical service or telephone service to install, erect and maintain the necessary pipes, poles, lines and other necessary equipment in, on or under the common area.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1: Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provision which shall remain in full force and effect.

Section 3: Term. This Declaration shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2006. From and after this said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years, unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy-five percent (75%) of the Lots. Furthermore, this Declaration may be terminated at any time if (i) Owners of legal title of seventy-five percent (75%) of the Lots by affirmative vote elect to so terminate this Declaration and (ii) Declarant approves such termination in writing.

Section 4: Amendments. This Declaration may be amended or changed in whole or in part at any time by (i) the affirmative vote of the Owners of legal title of fifty-one percent (51%) of the Lots and (ii) the written approval of Declarant.

Section 5: Election Procedure for Amendments and Termination. The affirmative votes required under Section 3 or Section 4 of this Article may be obtained and evidenced either by a written consent to any such amendment or termination, as the case may be, signed by the requisite percentage of Owners (which such consent shall be in recordable form and presented to Declarant) or by the requisite vote by the Owners at a meeting of Owners duly called by at least ten (10) Owners or by Declarant pursuant to notice in writing mailed to all of the Owners at their last known addresses on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the covenants herein). The notice of the meeting must set forth the proposal as to amendment or termination of this Declaration (and/or the covenants therein) and the affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or Declarant. In any event, a copy of the minutes must be delivered to Declarant.

Section 6: Recording of Amendments or Termination. Upon the requisite percentage of Owners duly voting to amend or terminate this Declaration (and/or the covenants herein) and upon the other conditions set forth in Section 3 or Section 4 (of this Article, as the case may be) and Section 5 of this Article being satisfied, then:

A. In the case of amendment, each amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Recorder of Deeds Office, Kerr County, Texas, accompanied by a statement that the requisite percentage of Owners had voted to make such amendment to this Declaration.

B. With respect to termination, a duly authorized agent of Declarant shall cause to be recorded with the Recorder of Deeds, Kerr County, Texas, a certificate of termination duly signed by such agent with his signature acknowledged.

Section 7: Effect. Upon the recording of the Certificate of termination as required by subparagraph B in Section 6 of this Article, these covenants and this Declaration shall have no further force and effect. Upon the filing of a Certificate of Amendment in accordance with subparagraph A in Section 6 of this Article, this Declaration and the covenants, as amended, shall remain in full force and effect, enforceable in accordance with its terms.

Section 8: Right of Amendment if Requested by Governmental Agency or 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 properties 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 properties and all persons having any interest in the properties. Except as provided in this Section 8 Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 4 of this Article.

Section 9: Gender and Grammar. Singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof to apply either to corporation, individuals, or other entities, man or woman, shall in all cases be assumed as though in all cases expressed.

IN WITNESS WHEREOF, Declarant herein has hereunto set its hand and seal this 19th day of January, 1982.

L. N. SMITH CORPORATION

BY: [Signature]  
L. N. SMITH, PRESIDENT

ATTEST:

[Signature]  
Dorothy E. Smith, Secretary

THE STATE OF TEXAS

§

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COUNTY OF KERR

§

BEFORE ME, the undersigned authority, on this day personally appeared L. N. SMITH, President of L. N. Smith Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of January, 1982

  
NOTARY PUBLIC KERR COUNTY, TEXAS

Diane H. Green  
My Commission expires 9/10/85



BEGINNING at an existing 1/2" iron stake for the southeast corner of the herein described tract on the high southerly bank of Camp Meeting Creek, the northeast corner of Lot No. 1 in Riverhill Townhouse Tracts No. Four, Section Two, a subdivision according to a plat of record in Volume 4 at Page 240 of the Plat Records of Kerr County, Texas, in the westerly right-of-way line of State Highway No. 173;

THENCE, with the high southerly bank of said Camp Meeting Creek along the northerly boundary of said Lot No. 1 and said subdivision: N. 76° 45' W., 7.73 ft. across a public utilities easement granted by Riverhill Club & Estates, Ltd. on the 9th day of December, 1980 and recorded in Volume 242 at Page 365 of the Deed Records of Kerr County, Texas, then continuing for a total distance of 27.07 ft. this call; N. 66° 18' W., 98.36 ft.; N. 10° 20' W., 21.71 ft.; and N. 64° 12' W., 123.90 ft. to an existing 1/2" iron stake for the southwest corner of the herein described tract, the northwest corner of said Lot No. 1 and said subdivision;

THENCE, down the steep bank of said Camp Meeting Creek, N. 00° 29' E., 27.72 ft. to a 1/2" iron stake set on its low bank for the northwest corner of the herein described tract;

THENCE, along the meanders of the low bank and near the waters edge of said Camp Meeting Creek, S. 66° 37' E., at 250.25 ft. passing the westerly line of said public utilities easement, then continuing for a total distance of 262.76 ft. to a 1/2" iron stake set for the northeast corner of the herein described tract in the westerly right-of-way line of said State Highway No. 173 and the easterly line of said public utilities easement;

THENCE, along the westerly right-of-way line of said State Highway No. 173 and the easterly line of said public utilities easement, S. 12° 08' W., 45.47 ft. to the PLACE OF BEGINNING; SAVE AND SUBJECT TO said public utilities easement upon the hereinabove described 0.23 acre tract described as follows:

Beginning at the southeast corner of the hereinabove described 0.23 acre tract;

Thence, along its southerly line N. 76° 45' W., 7.73 ft.;

Thence, N. 06° 43' E., 47.97 ft. upon, over and across said 0.23 acre tract to a point in its northerly line;

Thence, S. 66° 37' E., 12.51 ft. along its northerly line to its northeast corner, the northeast corner of the herein described tract in the westerly right-of-way line of State Highway No. 173;

Thence, along its easterly line, the westerly right-of-way line of said State Highway No. 173, S. 12° 08' W., 45.47 ft. to the place of beginning.

✓ FIDELITY ABSTRACT AND TITLE CO.

323 Earl Garrett  
Phone 896-4311 P. O. Box 509  
Kerrville, Texas 78028

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# 820310  
Rc

Declaration of Covenants,  
Conditions + Restrictions

Rearhill ~~Imperial~~  
Tract No. 4, Section  
to  
The Public

FILED FOR RECORD

at 4:05 o'clock P.M.

JAN 19 1982

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By ~~Emmie M. Muenker~~ Deputy

Return to:  
Karl Prohl  
829-B Main  
Kerrville, TX  
78028

Filed for record January 19, 1982 at 4:05 o'clock PM.  
Recorded January 21, 1982  
EMMIE M. MUENKER, Clerk

BY Betty J. Severy Deputy