

2167

## WARRANTY DEED

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

That we, Jim W. Weatherby and wife, Talmadge Weatherby, of the County of Kerr, State of Texas, hereinafter referred to as Grantors, for and in consideration of Ten and No/100 (\$10.00) Dollars cash, and other good and valuable cash considerations, to us in hand paid by L. D. Brinkman, of the County of Kerr, State of Texas, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the above named Grantee, the following described property, lying and being situated in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being more particularly described as follows, to-wit:  
TRACT NO. 1: 23.5 acres of land out of Original Survey No. 147, Nathaniel Hoyt, Abstract No. 178, Patent # 178, Volume 5, dated January 23, 1847, and being more particularly described by metes and bounds as follows, to-wit:  
 BEGINNING at the lower or East corner of Original Survey No. 147, Nathaniel Hoyt, on the SW bank of the Guadalupe River from which corner, a Cypress 20", now extinct, did bear N. 55° E 9 varas and another 8", also now extinct, did bear S 82° E 13.8 varas;  
 THENCE with the SE line of Original Survey No. 147, Nathaniel Hoyt, S 45° 12' W 1124.0 feet to fence corner post on top of the S bluff bank of Camp Meeting Creek marking the North or NW corner of that 4.5 acre tract which was conveyed by Susan I. Holliman, et al to Arnold O. Liesmann and wife by deed dated January 25, 1947, and recorded in Vol. 78 at page 117 of the Deed Records of Kerr County, and this corner being a re-entrant corner of the former Gus F. Schreiner property as conveyed to Jim Weatherby and is in the South line of that portion of said property being retained therefrom by Jim Weatherby and the South corner of this tract out of Survey No. 147;  
 THENCE along the top of the South Bluff bank of Camp Meeting Creek N 63° 45' W 138.5 feet to a cedar fence post at end of a new fence in the East right of way line of 120 foot wide right of way of State F. M. Highway No. 889, which said right of way was first conveyed 80 feet wide by Gus F. Schreiner to Kerr County by R. O. W. deed dated May 19, 1937, and recorded in Vol. 61, at page 288 of the Deed Records of Kerr County and subsequently widened to

120 feet wide by R. O. W. deed from Gus F. Schreiner to the State of Texas, dated November 9, 1961, and recorded in Vol. 111 at page 332 of the Deed Records of Kerr County; THENCE along the top of said bank N 48° 52' W 21.5 feet to a cedar post in the East line of old 80 foot wide right of way of said highway;

THENCE crossing State F. M. Highway No. 689 N 58° 00' W 87.0 feet to a high cedar post set at the point where high wire fence intersects the West line of 80 foot wide right of way of said highway, the right of way being 80 feet at this location;

THENCE with wire fence N. 76° 30' W 88 feet to an angle in fence;

THENCE with said fence N 56° 00' W 59.8 feet to an 1/2 inch iron rod in the N fence line of a field and on top of the high bluff bank on South or SW side of Camp Meeting Creek;

THENCE crossing Camp Meeting Creek N 9° 05' E 97.0 feet to a 1/2 inch iron rod on the NE side of said creek;

THENCE N 34° 47' W 753.8 feet to a 14 inch live oak tree marked x on four sides, on the upper East bank of Camp Meeting Creek;

THENCE along the general upper East bank of Camp Meeting Creek N 22° 55' W 217.9 feet to a 1/2 inch rod in a short wash, or break in said bank;

THENCE along the upper East bank of Camp Meeting Creek N 27° 22' W 150.0 feet to a 1/2 inch iron rod on the brink of the Bluff;

THENCE N 19° 57' W 156.5 feet to a heart cedar corner fence post on the East bluff of said creek;

THENCE with said fence N 45° 12' W 115.0 feet to a heart cedar fence post on the East bank of the said creek;

THENCE with said fence, from which wire has been removed, N 38° 38' W, at 248.0 feet a rock mound and at a total distance of 278.0 feet an iron stake in the S line of that 5.534 acre tract which was conveyed by Jim Weatherby and wife to L. A. Schreiner by deed dated March 19, 1963, and recorded in Volume 114 at page 559 of the Deed Records of Kerr County, Texas;

THENCE with the South line of the said L. A. Schreiner tract N 69° 57' E 84.0 feet to a 1/2 inch iron rod marking a corner of said L. A. Schreiner tract;

THENCE with the SE line of said L. A. Schreiner tract N 42° 15' E 250 feet to a 1/2 inch iron rod marking its east corner in the SW line of 80 foot right of way of State F. M. Highway No. 689;

THENCE with high wire fence along the SW side of said State F. M. Highway No. 689, having a right of way width of 80 feet, in this portion, as follows: S 47° 32' E 46.7 feet to an angle post, S 45° 00' E 60.3 feet to an angle post, S 44° 45' E 486.2 feet to an angle post, S 41° 05' E 439.8 feet to an angle post, S 37° 30' E 107.4 feet to an angle post, S 28° E 102.8 feet to an angle post, S 19° 37' E 97.3 feet to an angle post, and S 10° 39' E 80.8 feet to an iron pipe for a corner of this tract;

THENCE crossing highway, S 80° 12' E 79.8 feet to a 1/2 inch iron rod in the SE or East fence line of said highway;  
 THENCE S 80° 12' E 126.2 feet to a 1/2 inch iron rod in high fence just North of gate;  
 THENCE with said high wire fence, S 32° 25' E 330.6 feet to a 3/4 inch iron bolt set 154.3 feet N 32° 25' W from a corner of said high fence, which said fence corner is in the SE line of Original Survey No. 147 Nathaniel Hoyt and NW line of Survey No. 148 J. A. Southmayd;  
 THENCE along a line parallel to the SE line of Original Survey No. 147, Nathaniel Hoyt, N 45° 12' E 665.0 feet to the NE line of said Survey No. 147, Nathaniel Hoyt on the immediate SW bank of the Guadalupe River for the most Easterly corner of this tract;  
 THENCE down the said SW bank of the Guadalupe River following the meanders at every point, same being the NE line of said Original Survey No. 147, Nathaniel Hoyt as follows: S 30° E 156.0 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT that portion of this tract which is held by the State of Texas for highway purposes.

TRACT NO. 2: 3.8 acres of land, more or less, out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, Patent No. 213, Volume 15, dated January 23, 1847, and being more particularly described by metes and bounds, as follows, to-wit:  
 BEGINNING at corner of a high fence in the NW line of said Original Survey No. 148, John A. Southmayd, said corner being located 656 feet S 45° 12' W from the upper or North corner of said Original Survey No. 148, and Lower or East corner of Original Survey No. 147, Nathaniel Hoyt;  
 THENCE with existing fence line S 44° 13' E 426.6 feet to an angle in said fence;  
 THENCE continuing with said fence, S 15° 42' E 115.7 feet to a fence corner;  
 THENCE along fence and across a small concrete dam, S 16° 50' W 58.0 feet, crossing Camp Meeting Creek, to an existing fence corner;  
 THENCE N 88° 10' W 68.5 feet to an existing fence corner;  
 THENCE along the top of the high bluff bank on the S bank of Camp Meeting Creek thus: N 75° 30' W 59.0 feet, N 80° 30' W 163.2 feet, N 70° 00' W 203.0 feet, and N 70° 55' W 169.5 feet to a fence corner post marking the N or NW corner of that 4.5 acre tract which was conveyed by Susan I. Hollimon to Arnold O. Liesmann and wife by deed dated January 25, 1946 and recorded in Volume 78 at page 117 of the Deed Records of Kerr County, same being in the NW line of Original Survey No. 148, John A. Southmayd;  
 THENCE with the NW line of said Original Survey No. 148, John A. Southmayd, N 45° 12' E 468 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT AND RESERVED in favor of the undersigned, Jim W. Weatherby, and wife, Talmadge Weatherby, their heirs and assigns, out of said land, above described, an undivided one-half (1/2) Royalty (being equal to

not less than an undivided one-sixteenth (1/16th) of all the oil, gas and/or other minerals in, to and under or that may be produced from said land aforesaid, to be paid or delivered unto the Grantors herein, their heirs and assigns, free of cost to them from royalty oil, gas, and/or other minerals, for the natural life of the Grantors herein, Jim W. Weatherby and wife, or to the survivor of them, and as long thereafter as oil, gas and/or other minerals are produced in paying commercial quantities from said land. At the time of the death of the survivor of Grantors, the said Jim W. Weatherby, and wife, Talmadge Weatherby, if oil, gas and/or other minerals are not being produced from said land in paying commercial quantities, then the title to the said one-half (1/2) royalty interest in and to said minerals shall pass to and vest in the Grantee, herein, his heirs or assigns; if, however, at the time of the death of the survivor of the said Jim W. Weatherby and wife, Talmadge Weatherby, oil, gas and/or other minerals are being produced from said land in paying commercial quantities, then, if and when oil, gas and/or other minerals cease to be produced from said land in paying commercial quantities after the death of the survivor of the said Jim W. Weatherby, and wife, Talmadge Weatherby, title to said one-half (1/2) royalty interest in and to said minerals shall pass to and vest in fee simple in the Grantee, his heirs or assigns, together with the right of ingress and egress at all times, for the purpose of storing, treating, marketing and removing the same therefrom. Said interest hereby reserved is a Non-Participating Royalty Interest, and shall not participate in the bonuses paid for any oil, gas, and/or other mineral lease covering said land, nor shall it participate in the money rentals which may be paid to extend the time within which a well may be begun under the terms of any lease covering said land. It shall not be necessary for the undersigned Grantors, their heirs or assigns, to join in the execution of any lease covering said Royalty Interest herein reserved, and the vendee herein, his heirs and assigns, shall have the right to lease said land for oil, gas, and/or

other minerals, PROVIDED, HOWEVER, that all such leases shall provide for Royalty of not less than one-eighth (1/8th):

- (a) On oil, gas and other minerals, liquid or solid;
- (b) Of the net proceeds from the sale of Liquid hydrocarbons such as gasoline, butane, propane or from the sale of any other manufactured or processed by-products extracted or recovered from said natural gas or casinghead gas;
- (c) Of the net proceeds derived from the sale of all residue gas or its by-products.

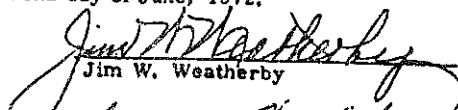
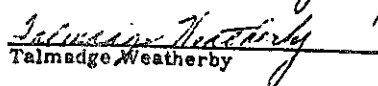
In the event oil, gas, and/or other minerals are produced from said land, then said Grantors, or their heirs and assigns shall receive not less than one-sixteenth (1/16th) portion (being equal to one-half (1/2) of the customary one-eighth (1/8th) Royalty) of the entire gross production and/or such net proceeds as hereinabove provided as their own property to be paid or delivered to them free of all cost from royalty, oil, gas, and/or other minerals, by-products manufactured or processed therefrom.

Nothing herein contained shall grant the vendee, his heirs or assigns, the right to pool the royalty interest hereinabove reserved in favor of the said Jim W. Weatherby and wife, Talmadge Weatherby, Grantors.

Further, this conveyance is made and accepted subject to all restrictions, covenants, conditions, right-of-way, easements, if any, affecting the above described property, that are valid, existing and properly of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantee, his heirs and assigns, forever. And said above named Grantors do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the above named Grantee, his heirs and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hands this the 22nd day of June, 1972.

  
Jim W. Weatherby  
  
Talmadge Weatherby

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared Jim W. Weatherby and Talmadge Weatherby, both known to me to be the persons whose names are subscribed to the foregoing instrument, and they each acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of June, 1972.


FILED FOR RECORD

at 4:05 o'clock P. M.

JUN 23 1972

Emmie M. Muenker  
Clerk County Court, Kerr County, Texas

By Anda Wecker Deputy

*Mary P. [Signature]*  
Notary Public, Kerr County, Texas  


Filed for record June 23, 1972 at 4:05 o'clock P. M.

Recorded June 27, 1972  
EMMIE M. MUENKER, Clerk

By Betty Luedel Deputy

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





## TRACT 1

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 491 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. 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;

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.

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 notes 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 N 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.

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. 54°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.

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°29'E. 57.9 feet to an ironstake;

THENCE S.36°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°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 640 of the Deed Records of Kerr County, Texas;

THENCE with said fence property line N.44°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°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°24'E. 56.8 feet to the beginning of 80 foot wide right of way;

THENCE S.80°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°39'19"E. 60 feet to its intersection with Camp Meeting Creek;

THENCE up said creek, N.66°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°39'04"W. 484.23 feet, S.51°32'W. 90.1 feet and N.75°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°59'W. 218.47 feet to the place of beginning.

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

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

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

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

THENCE with the South bank of said lake,  $S. 84^{\circ}12' E. 130.2$  feet,  $N. 71^{\circ}47' E. 144.4$  feet,  $N. 49^{\circ}46' E. 160.5$  feet,  $N. 5^{\circ}43' E. 131.9$  feet,  $N. 38^{\circ}55' E. 125.6$  feet,  $N. 68^{\circ}19' E. 116$  feet,  $N. 65^{\circ}45' E. 104.0$  feet,  $N. 77^{\circ}08' E. 190.3$  feet,  $N. 70^{\circ}44' E. 101.8$  feet,  $N. 76^{\circ}41' E. 100.4$  feet,  $N. 80^{\circ}14' E. 100.0$  feet,  $S. 83^{\circ}43' E. 103.4$  feet,  $S. 57^{\circ}39' E. 116.1$  feet,  $S. 53^{\circ}51' E. 269.6$  feet, and  $S. 16^{\circ}46' W. 184.8$  feet to the North line of No. 13 Fairway, coordinates  $N. = 794,286.962$ ,  $E = 1,957,296.260$ ;

THENCE with the North line of No. 13 Fairway,  $S. 87^{\circ}48'40'' W. 439.39$  feet,  $S. 61^{\circ}21' W. 371.0$  feet,  $S. 67^{\circ}10' W. 406.9$  feet,  $S. 77^{\circ}23' W. 312.6$  feet, and  $S. 84^{\circ}47' W. 152.4$  feet to an iron stake North of No. 15 Green, coordinates  $N = 793,852.266$ ,  $E = 1,959,609.779$ ;

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

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 = 1,956,465.303 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.

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 Tamanaco 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 N or y = 792,659.227 feet and E or x = 1,955,427.521 feet;

THENCE with the North line of said Tamanaco 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 Tamanaco 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. 122.89 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.



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 I, of Tamanaco 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 I, of said Tamanaco 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 I, 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 I, the East Line of No. 6 Fairway, having coordinates of  $N = 793,277.840$  feet and  $E = 1,957,563.478$  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.

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.

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 arc 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. 20°01'E. 153.7 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.

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,  $S.33^{\circ}45'E.$  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  $S.29^{\circ}12'E.$  99.65 feet, for a distance of 99.79 feet to the end of curve;

THENCE continuing with said street  $S.24^{\circ}19'E.$  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,  $N.65^{\circ}28'E.$  17.1 feet and  $N.6^{\circ}58'W.$  676.6 feet to an iron stake whose Texas Coordinate System South Central Zone are  $N$  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,  $N.67^{\circ}33'W.$  101.9 feet,  $N.78^{\circ}25'W.$  39.4 feet,  $S.80^{\circ}06'W.$  40.4 feet,  $N.63^{\circ}14'W.$  72.3 feet,  $N.33^{\circ}17'W.$  66.0 feet and  $N.55^{\circ}40'W.$  49.49 feet to an iron stake in concrete lined ditch;

THENCE with concrete ditch,  $S.2^{\circ}44'E.$  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,  $S.61^{\circ}33'E.$  129.15 feet,  $S.18^{\circ}49'E.$  200.08 feet and  $S.22^{\circ}57'W.$  84.78 feet to the place of beginning.

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. 257.8 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.

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:

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.

EXHIBIT A - PAGE 14

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

Recorded May 29, 1975  
EMMIE M. MUENKER, Clerk

By Melinda Abrams Deputy

## 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 herein-after 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.

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.

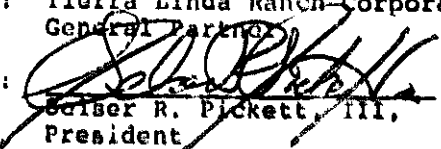
Section 8: Easements. Each Lot shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications.

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 27<sup>th</sup> day of May, 1974, in the office of the Recorder of Deeds, Kerr County, Texas, ~~Volume \_\_\_\_\_, commencing at page \_\_\_\_\_.~~ under Clerk's File # 751883.

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

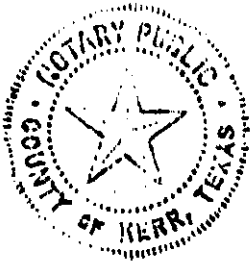
By:   
Geiser R. Pickett, III,  
President

STATE OF TEXAS    §  
                                 §  
COUNTY OF Kerr    §

VOL. 179 PAGE 537

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 Dorinda Witt Deputy

## EXHIBIT A

## TRACT 1

VOL. 127 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 Paulinda Adams 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 22<sup>nd</sup> Dry of June, 1975 A.D. 10:50 AM  
EMMIE M. MITTENKER  
Clerk County Court, Kerr County, Texas  
By ~~Barbara M. Mendenhall~~ Deputy

  
Pat Tinley

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

  
Notary Public, Kerr County, Texas  
MAVINE T. SHORT  
NOTARY PUBLIC  
KERR COUNTY, TEXAS



STATE OF TEXAS )

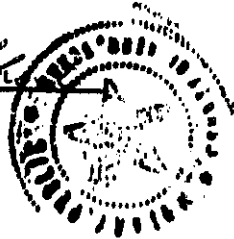
COUNTY OF KERR )

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 J. Short*  
Notary Public in and for  
Kerr County, Texas

MAXINE J. SHORT  
NOTARY PUBLIC  
KERR COUNTY, TEXAS



Filed for record June 23, 1975 at 1:10 o'clock P. M.  
Recorded June 26, 1975  
EMILIE M. MUENKER, Clerk

By *Pauline Adams* Deputy



**VACATING PLAT**

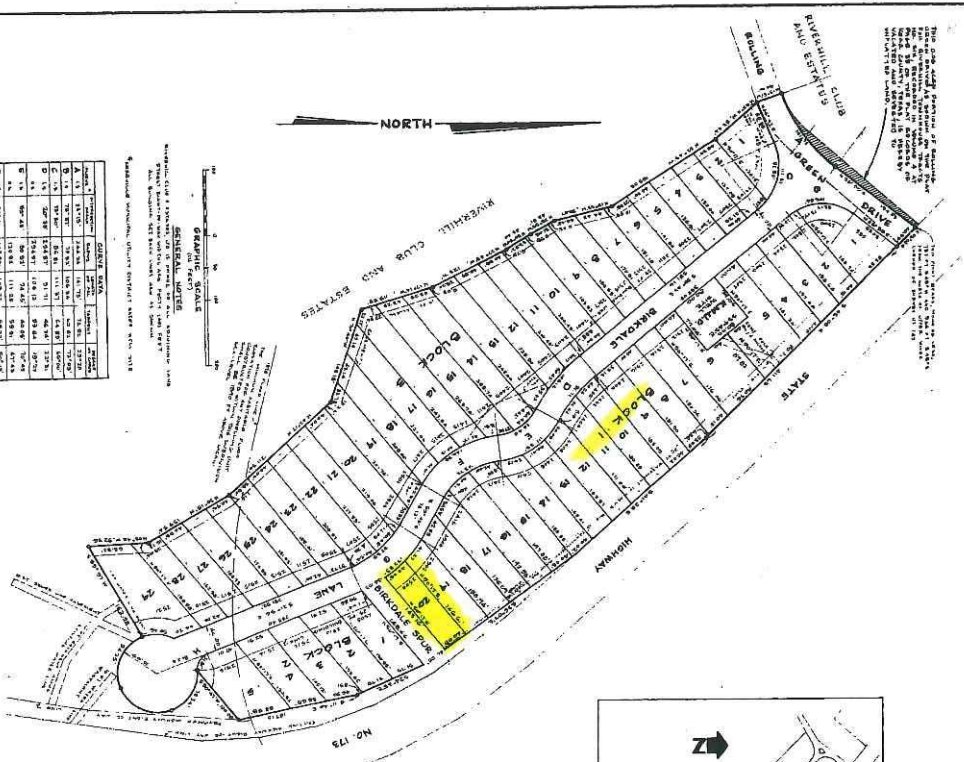
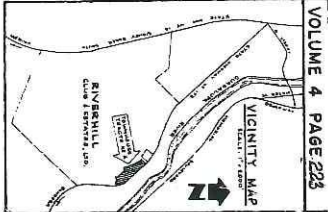
That I, Herbert S. Bunch, a limited partnership, owner of the land shown and District Engineer, having been duly appointed by the Board of Directors of the Riverhill Club & Estates, Ltd., have offered my hand and seal of office this 27th day of November, 1979.

WITNESSES HEREBY: I. Herbert S. Bunch, Vice President of SILCO, Inc., General Manager of RIVERHILL CLUB & ESTATES, LTD., have offered my hand and seal of office this 27th day of November, 1979.

STATE OF TEXAS  
COUNTY OF KERR

APPROVED BY THE BOARD OF DIRECTORS OF RIVERHILL CLUB & ESTATES, LTD.

Herbert S. Bunch  
General Manager, RIVERHILL CLUB & ESTATES, LTD.



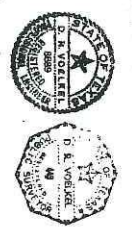
Block	Front	Side	Back	Area
A	100.00	100.00	100.00	10000.00
B	100.00	100.00	100.00	10000.00
C	100.00	100.00	100.00	10000.00
D	100.00	100.00	100.00	10000.00
E	100.00	100.00	100.00	10000.00
F	100.00	100.00	100.00	10000.00
G	100.00	100.00	100.00	10000.00
H	100.00	100.00	100.00	10000.00
I	100.00	100.00	100.00	10000.00
J	100.00	100.00	100.00	10000.00
K	100.00	100.00	100.00	10000.00
L	100.00	100.00	100.00	10000.00
M	100.00	100.00	100.00	10000.00
N	100.00	100.00	100.00	10000.00
O	100.00	100.00	100.00	10000.00
P	100.00	100.00	100.00	10000.00
Q	100.00	100.00	100.00	10000.00
R	100.00	100.00	100.00	10000.00
S	100.00	100.00	100.00	10000.00
T	100.00	100.00	100.00	10000.00
U	100.00	100.00	100.00	10000.00
V	100.00	100.00	100.00	10000.00
W	100.00	100.00	100.00	10000.00
X	100.00	100.00	100.00	10000.00
Y	100.00	100.00	100.00	10000.00
Z	100.00	100.00	100.00	10000.00

STATE OF TEXAS  
COUNTY OF KERR

I hereby certify that this plat is an accurate representation of the property shown and described herein as determined by a survey made on the 27th day of November, 1979, and that the same conforms to the provisions of the laws of the State of Texas in accordance with the provisions of the City of Kerrville, Texas.

Dated this 27th day of November, 1979.

D. R. Vossler  
D. R. Vossler  
Registered Public Surveyor No. 443



STATE OF TEXAS  
COUNTY OF KERR

APPROVED BY THE BOARD OF DIRECTORS OF RIVERHILL CLUB & ESTATES, LTD.

Herbert S. Bunch  
General Manager, RIVERHILL CLUB & ESTATES, LTD.

STATE OF TEXAS  
COUNTY OF KERR

APPROVED BY THE BOARD OF DIRECTORS OF RIVERHILL CLUB & ESTATES, LTD.

Herbert S. Bunch  
General Manager, RIVERHILL CLUB & ESTATES, LTD.

STATE OF TEXAS  
COUNTY OF KERR

APPROVED BY THE BOARD OF DIRECTORS OF RIVERHILL CLUB & ESTATES, LTD.

Herbert S. Bunch  
General Manager, RIVERHILL CLUB & ESTATES, LTD.

STATE OF TEXAS  
COUNTY OF KERR

APPROVED BY THE BOARD OF DIRECTORS OF RIVERHILL CLUB & ESTATES, LTD.

Herbert S. Bunch  
General Manager, RIVERHILL CLUB & ESTATES, LTD.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS FOR KERRVILLE, TEXAS, AND THAT IT HAS BEEN DULY APPROVED FOR RECORDING IN PLAT RECORDS OF KERR COUNTY, TEXAS.

DATED THIS 27th DAY OF JULY, 1980.

D. R. Vossler  
D. R. Vossler  
KERRVILLE PLANNING COMMISSION

**RIVERHILL TOWNHOUSE TRACTS NO. FOUR**  
A SUBDIVISION COMPRISING 1150 ACRES OF LAND OUT OF NATHANIEL HOYT SURVEY NO. 147, ABSTRACT NO. 179, IN KERR COUNTY, TEXAS.

SILCO, INC. A GENERAL PARTNER OF RIVERHILL CLUB & ESTATES, LTD.  
OWNER-DEVELOPER  
KERRVILLE, TEXAS

D. R. VOSSLER  
212 S.W. 31st  
KERRVILLE, TEXAS 78601

PLAT NO. 4443E  
SHEET 1 OF 6



SUPPLEMENTAL DECLARATION OF  
**806717** COVENANTS, CONDITIONS AND RESTRICTIONS VOL 242 PAGE 362

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

W I T N E S S E T H:

A. Declarant has heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated May 27, 1975, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein, and has caused the Declaration to be filed in the office of the County Clerk of Kerr County, Texas, in Volume 179, Page 822, et seq., of the Deed Records of Kerr County, Texas.

B. Declarant is the owner of certain additional real property (the "Additional Property") being more particularly described as Riverhill Townhouse Tracts No. Four, Section One and Section Two, a subdivision out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, in Kerr County, Texas, according to the Plat thereof recorded in Volume 4, Page 223 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.

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

D. Declarant desires to subject the Additional Property to the Declaration, 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, (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) supplements and adds to the Declaration as herein provided, and (iv) declares that the Additional Property shall be included as a part of the Property, as defined and specified in the Declaration.

Pursuant to Article XII of the Declaration each of the numbered lots described in the respective plats of the Additional Property shall be designated and deemed to be "Lots" under the Declaration. 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.

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. VOL: 242 PAGE 363

DECLARANT:

RIVERHILL CLUB & ESTATES, LTD.

BY: Silco, Inc., Its General Partner

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

FILED FOR RECORD

at 11:00 o'clock A.M.

DEC 11 1980

EMMIE M. RUEINKER  
Clerk, County Court, Kerr County, Texas  
By Lisa Hudson Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Herbert G. 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.



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

Re  
#80677  
SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS &  
RESTRICTIONS

RIVERHILL TOWNHOUSE  
TRACTS NO. FOUR  
*Section one & 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  
929 JEFFERSON  
KERRVILLE, TEXAS 78028

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

Recorded December 16, 1980  
EMMIE M. MUENKER, Clerk

By *Lois Hudson* Deputy



**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");

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

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.

DLJ/mb/wh 12/8/80

VOL 242 PAGE 367  
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

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

EMMAE M. RIVENKER  
Clerk, County Court, Kerr County, Texas  
Lois Anderson Deput.

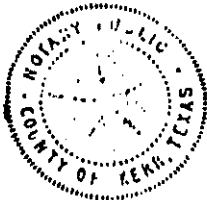
By:

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. NUENKER

Clerk County Court, Kerr County, Texas

By *Lisa Hudson* Deputy

Return to: ✓  
WALLACE AND JACKSON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
929 JEFFERSON  
KERRVILLE, TEXAS 78028

Filed for record December 11, 1980 at 11:00 o'clock A.M.  
Recorded December 16, 1980  
EMMIE M. NUENKER, Clerk

By *William J. Wasson* Deputy

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT  
AND WAIVER

VOL 242 PAGE 370

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.

DLJ/mb/wh 12/8/80

5. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. VOL 242 PAGE 371

EXECUTED this the 9 day of December, 1980.

FILED FOR RECORD

at 11:00 o'clock A. M

DEC 11 1980

EMMIE M. LUENKER

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

Re

206779

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  
828 JEFFERSON  
KERRVILLE, TEXAS 76028

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

Recorded December 16, 1980  
EMMIE M. MUENKER, Clerk

By *William J. Williams* Deputy



811407

WARRANTY DEED WITH VENDOR'S LIEN

VOL 245 PAGE 821

STATE OF TEXAS     §

COUNTY OF KERR     §

KNOW ALL MEN BY THESE PRESENTS:

THAT, RIVERHILL CLUB & ESTATES, LTD., a Texas limited partnership of the County of Kerr, State of Texas (hereinafter referred to as "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by CASEY P. JONES and OWEN H. GRAHAM, (hereinafter referred to collectively as "GRANTEE", whether one or more), receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, and the further consideration of TWENTY SEVEN THOUSAND AND NO/100 (\$27,000.00) DOLLARS evidenced by one promissory note (the "Note") of even date herewith executed by GRANTEE, and payable to GRANTOR bearing interest at the rate as stipulated in the Note and being payable as therein provided, the payment of the Note being secured by the vendor's lien hereby reserved and retained on the hereinafter described property, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the following described property, lying and being situated in Kerr County, Texas, (collectively the "Property"):

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes; subject to the exceptions set forth and described in Exhibit "A", attached hereto.

SAVE AND EXCEPT, however, and there is expressly reserved to GRANTOR, GRANTOR'S successors and assigns, forever, all oil, gas and other minerals (including fissionable materials and all minerals, both metallic, solid, liquid or gaseous, and all ores, compounds and mixtures containing any such mineral) on, in, under and that may be produced from the Property, together with the rights of ingress and egress for the purposes of exploring for, drilling, producing and marketing said oil, gas and other minerals.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to and save and except as aforesaid, unto GRANTEE, and GRANTEE'S heirs, legal representatives, successors and assigns, (as applicable), forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR'S successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property, subject to and save and except as aforesaid, unto GRANTEE, and GRANTEE'S heirs, legal representatives, successors and assigns, (as applicable), against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that a vendor's lien, as well as the Superior Title in and to the Property, are retained against the Property, until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The Note is additionally secured by a Deed of Trust of even date herewith from GRANTEE in favor of GRANTOR and this Deed and the Note are executed, delivered and accepted subject to the terms and provisions of said Deed of Trust.

EXECUTED this the 17<sup>th</sup> day of March, 1981.

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

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

FILED FOR RECORD

at 4:15 o'clock P.M.

MAR 18 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas  
By William J. Warren Deputy

DLJ/mb/wh 3/11/81

STATE OF TEXAS       §  
COUNTY OF KERR       §

VOL. 245   PAGE 823

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 17<sup>th</sup> day of March, 1981.



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)

I. PROPERTY:

Lots 17, 18, 19 and 20, Block 1, Riverhill Townhouse Tracts No. Four, First Section, according to the Plat thereof recorded in Volume 4, Page 223, of the Plat Records of Kerr County, Texas.

II. EXCEPTIONS:

1. All restrictions, restrictive covenants and easements affecting the Property as recorded in Volume 179, Page 822, Volume 179, Page 806, Volume 180, Page 584, Volume 214, Page 751, Volume 226, Page 176, and Volume 4, Page 240, Deed Records of Kerr County, Texas
2. Taxes for the year 1981 and subsequent years, the payment of which are expressly assumed by Grantee by Grantee's acceptance hereof.
3. Rates, rules and regulations of Riverhill Municipal Utility District, recording in Volume 166, Page 736, as amended in Volume 176, Page 16 and as further amended in Volume 185, Page 121, Deed Records of Kerr County, Texas.
4. All rights and privileges of other owners in the Townhouse project in and to all general and common elements, as that term is defined by Texas Law, which pass as an appurtenance to the Property.
5. All future assessments and charges of Riverhill Club & Estates, Ltd., a Texas limited partnership acting through its general partner, Silco, Inc., a Nevada corporation.
6. All valid and subsisting reservations, rights-of-way, roads, streets and easements of record in Kerr County, Texas, to the extent the same cover, affect or relate to the Property.
7. Easements and restrictions set forth in plat, dated November, 1979, recorded in Volume 4, Page 223, Plat Records of Kerr County, Texas.
8. Any visible and/or apparent streets, roads, rights-of-way and easements over or across the Property.
9. All discrepancies, conflicts and shortages in area or boundary lines and any overlapping, protrusion or encroachment of improvements.
10. All oil, gas and other mineral reservations of record in Kerr County, Texas, including without limitation the reservation of all oil, gas and other minerals by Riverhill Club & Estates, Ltd.
11. Restrictions recorded in Vol. 242, Pages 362 & 365, and in Vol. 242, Page 370, Deed Records of Kerr County, Texas.

✓ <sup>RE</sup> FIDELITY ABSTRACT AND TITLE CO.  
323 Earl Garrett

Phone 98-4311 P. O. Box 509  
Kerrville, Texas 78028-4311

VOL. 245 PAGE 825

WARRANTY DEED  
WITH VENDOR'S LIEN

RIVERHILL CLUB & ESTATES, LTD.

TO

CASEY P. JONES  
&  
OWEN H. GRAHAM *(et al)*

FILED FOR RECORD

at *4:15* o'clock *P.*M.

MAR 18 1981

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

Return to:  
WALLACE, JACKSON & ASLES  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
829 JEFFERSON STREET  
KERRVILLE, TEXAS 78028

*Riverhill/  
(Jones/Graham)*

Filed for record March 18, 1981 at 4:15 o'clock P.M.  
Recorded March 24, 1981  
EMMIE M. MUENKER, Clerk

By *Betty J. Sevey* Deputy

ASSIGNMENT

This Assignment is entered into by RIVERHILL COUNTRY CLUB, INC., a Texas nonprofit corporation ("Riverhill") to and for the benefit of ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL, a Texas nonprofit corporation ("Association");

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

A. The Declarations of Covenants, Conditions and Restrictions (the "Declarations") described in the Articles of Incorporation of the Association (attached hereto and made a part hereof for all purposes) have been recorded and established as therein set forth.

B. Riverhill has agreed to assign its rights under the Declarations to the Association.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and benefits herein contained, together with Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Riverhill does hereby assign, transfer and convey to the Association, all of the rights, benefits, privileges and authorities of Riverhill under the Declarations; so that the Association shall be vested with all such rights, privileges, benefits and authorities of and under the Declarations and shall be the successor to Riverhill as the Declarant and Developer under the Declarations for all purposes.

Riverhill shall be responsible under the Declarations for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the Declarant and Developer thereunder prior to the date hereof, and Riverhill covenants and agrees to promptly discharge all obligations of the Developer and Declarant under the Declarations to be performed and/or discharged thereunder prior to the date hereof and to indemnify, save and hold harmless the Association from and against any and all losses, liabilities, claims, or causes of action existing in favor of or asserted under the Declarations and arising out of, in connection with, or relating to the Declarations prior to the date hereof. Except as set forth in the foregoing the Association shall be responsible under the Declarations for the discharge and performance of all obligations, terms, covenants and conditions of the Declarations on the part of the Declarant and Developer therein required to be performed after the date hereof.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on this 30th day of January, 1998.

RIVERHILL COUNTRY CLUB, INC.

BY: William G. Kendrick  
Name: William G. Kendrick  
Title: President

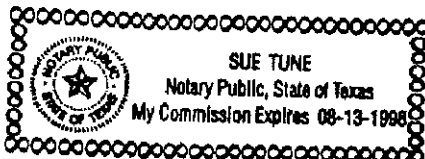
ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL

BY: John J. Clemens  
Name: John J. Clemens  
Title: President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 30th day of January, 1998, by William G. Kendrick, President of RIVERHILL COUNTRY CLUB, INC., a Texas nonprofit corporation, on behalf of said corporation.

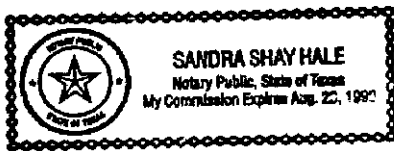


Sue Tune  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 31st day of January, 1998, by John J. Clemens, President of ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL, a Texas nonprofit corporation, on behalf of said corporation.



Sandra Shay Hale  
Notary Public, State of Texas

FILED  
in the Office of the  
Secretary of State of Texas

DEC 3 1997

ARTICLES OF INCORPORATION

OF

ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL Corporations Section

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act"), do hereby adopt the following Articles of Incorporation for the Corporation.

## ARTICLE I.

The name of the Corporation is ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL.

## ARTICLE II.

The Corporation is a non-profit corporation.

## ARTICLE III.

The period of its duration is perpetual.

## ARTICLE IV.

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are the following which shall be in addition to, and the Corporation is organized for, any other lawful purpose permitted by applicable law:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Declarant and Developer under and as set forth in the following covenant, restrictions and declarations and the plats of the land encumbered thereby (collectively, "Declarations"), which terms will include those other and additional areas, restrictions, etc., approved by the Board from time to time:

Riverhill Cottages: Volume 179, Page 806, Volume 179, Page 822, and corrected by Volume 180, Page 584, Volume 308, Page 263 and Volume 303, Page 833, Deed Records, Kerr County, Texas, Volume 346, Page 726, Volume 391, Page 672, and Volume 392, Page 190, Real Property Records, Kerr County, Texas.

Riverhill Estates No. One: Volume 130, Page 407 and Volume 148, Page 390, amended by Volume 174, Page 556, Volume 179, Page 759, Deed Records, Kerr County, Texas.



Riverhill Estates No. One (Lot 2A, Block K): Volume 238, Page 611, Deed Records, Kerr County, Texas.

Riverhill Estates No. One (Lots 3A and 3B, Block K): Volume 238, Page 617, Deed Records, Kerr County, Texas.

Riverhill Estates No. One (Lot K1, Block K): Volume 238, Page 614, Deed Records, Kerr County, Texas.

Riverhill Estates No. One (Lot 9, Block L): Volume 243, Page 846, Deed Records, Kerr County, Texas.

Riverhill Estates No. Two, SAVE AND EXCEPT Lots 1-7, Block R: Volume 179, Page 765, Deed Records, Kerr County, Texas.

Riverhill Estates No. Two, Lots 1-7, Block R: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, Deed Records, Kerr County, Texas.

Riverhill Estates No. Three: Volume 179, Page 786, Deed Records, Kerr County, Texas.

Riverhill Las Casitas: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, and supplemented by Volume 204, Page 277, Deed Records, Kerr County, Texas.

Riverhill Los Adobes: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, and supplemented by Volume 236, Page 245, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. One: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. One, Lots 41-44: Volume 192, Page 271, and Volume 243, Page 841, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. One, Lots 1-2: Volume 278, Page 6, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Two: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, Deed Records, Kerr County, Texas, Volume 189, Page 617, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Three: Volume 179, Page 806, Deed records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Four, Section One: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, Deed Records, Kerr County, Texas, and supplemented by Volume 242, Page 362, Volume 242, Page 365, and Volume 242, Page 370, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Four, Section Two: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, Deed Records, Kerr County, Texas, and supplemented by Volume 242, Page 362, Volume 242, Page 365, Volume 242, Page 370, and Volume 256, Page 548, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Five: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, and supplemented by Volume 200, Page 127, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Six: Volume 179, Page 806, Volume 179, Page 822, being corrected by Volume 180, Page 584, and supplemented by Volume 214, Page 751, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Six, Section Two: Volume 179, Page 806, Volume 179, Page 822, corrected by Volume 180, Page 584, and supplemented by Volume 226, Page 176, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Six, Section Two, (Lots 49-55): Volume 329, Page 583, Real Property Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Seven: Volume 179, Page 806, Volume 179, Page 822, corrected by Volume 180, Page 584, and supplemented by Volume 252, Page 408, Volume 252, Page 411, and Volume 252, Page 414, Deed Records, Kerr County, Texas.

Riverhill Townhouse Tracts No. Eight: Volume 179, Page 806, Volume 179, Page 822, corrected by Volume 180, Page 584, and supplemented by Volume 264, Page 456, and Volume 274, Page 367, and Volume 264, Page 462, Deed Records, Kerr County, Texas.

The Meadows of Riverhill, Section Two of The Meadows of Riverhill (Lot 21 only), The Meadows of Riverhill Section Three: Volume 179, Page 806, Volume 179, Page 822, corrected by Volume 180, Page 584, supplemented by Volume 259, Page 391, Deed Records, Kerr County, Texas.

The Fairways: Volume 179, Page 806, Deed Records, Kerr County, Texas.

Fairway Plaza Volume 179, Page 806, Deed Records, Kerr County, Texas.

4 Townhouses on Fairway Court: Volume 130, Page 407, Volume 148, Page 390, and Volume 158, Pages 383-398, Deed Records, Kerr County, Texas.

- b. To pay all administrative expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against the Corporation or any property it may own;
- c. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the property covered by the Declarations; provided, that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes), and no member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; and provided, further, that no part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public use.

ARTICLE V.

The street address of the initial registered office of the Corporation is 100 Riverhill Club Lane, Kerrville, Texas 78028, and the name of its initial registered agent at such address is BRYAN ROE.

ARTICLE VI.

Section 1. The number of Directors constituting the initial Board of Directors of the Corporation is three (3), all of whom are residents of the State of Texas.

Section 2. The names and addresses of persons who are elected to serve as directors until their successors shall have been

elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
W. TOM SPURLOCK	512 Rolling Green Drive Kerrville, Texas 78028
RICHARD A. RAIDT	362 Englewood Drive Kerrville, Texas 78028
OLLIE D. BROWN, JR.	510 Preston Trail Drive Kerrville, Texas 78028

Section 3. The number of Directors may be increased or decreased from time to time by amendment to the By-Laws, but no decrease shall have the effect of shortening the term of any incumbent director, and the number of directors shall not be decreased to less than three (3) directors. In absence of a by-law fixing the number of directors, the number shall be three (3).

#### ARTICLE VII.

Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets both real and personal of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law.

#### ARTICLE VIII.

The Corporation shall have Members and the qualification, designation and rights of the Members shall be set forth in the Bylaws of the Corporation.

#### ARTICLE IX.

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
W. TOM SPURLOCK	512 Rolling Green Drive Kerrville, Texas 78028

RICHARD A. RAIDT

362 Englewood Drive  
Kerrville, Texas 78028

OLLIE D. BROWN, JR.

510 Preston Trail Drive  
Kerrville, Texas 78028

EXECUTED this 1st day of December, 1997.

*W. Tom Spurlock*  
\_\_\_\_\_  
W. TOM SPURLOCK

*Richard A. Raidt*  
\_\_\_\_\_  
RICHARD A. RAIDT

*Ollie D. Brown, Jr.*  
\_\_\_\_\_  
OLLIE D. BROWN, JR.

61RR\AR2

FILED FOR RECORD  
at 12:11 o'clock P M

FEB 2 1998

BILLIE G. MEEKER  
Clerk County Court, Kerr County, Texas  
*Mary Ann Medrano* Deputy

*Filed by + return to:  
Richard A. Raidt  
P.O. Box 33895  
362 Englewood Dr.  
Kerrville Tx 78028*

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

FEB 03 1998



*Belle G. Meeker*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property  
VOL. 935 PG 344  
RECORDING DATE

FEB 03 1998

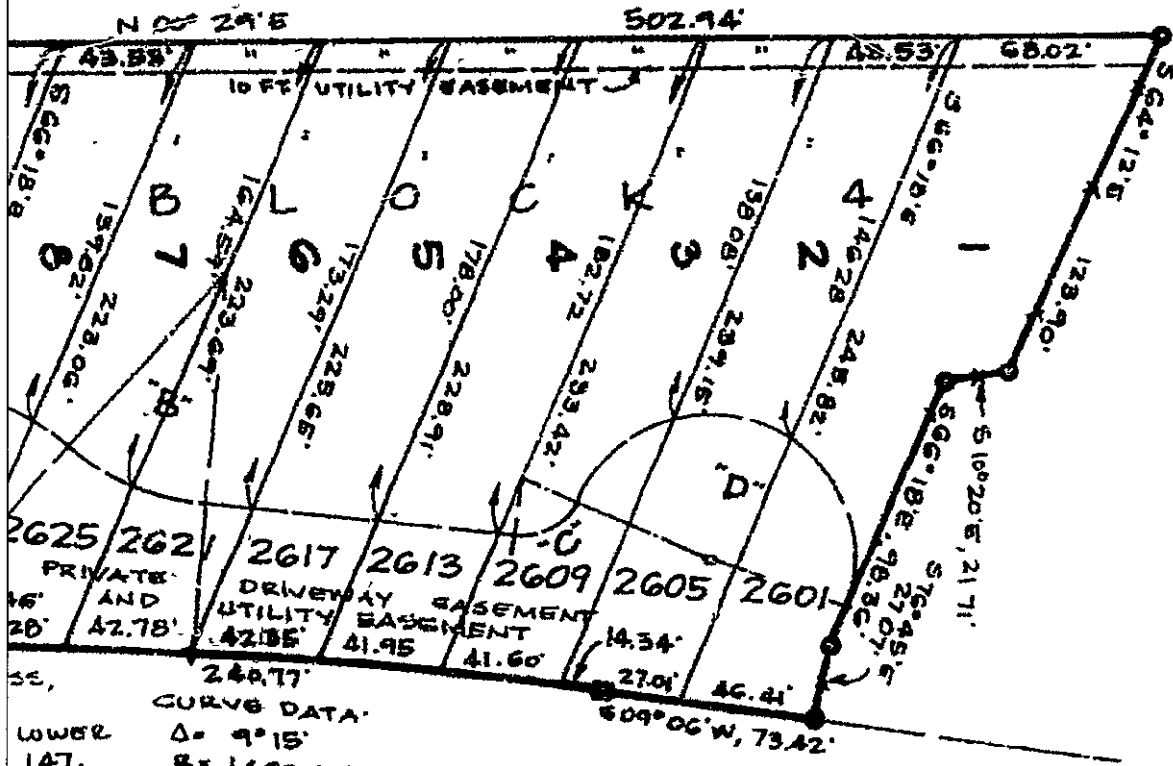


*Belle G. Meeker*  
COUNTY CLERK, KERR COUNTY, TEXAS

6

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.





HIGHWAY NO. 173

11-06277

**ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL**  
A NON-PROFIT CORPORATION

**BYLAWS**



# BYLAWS



## ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL A NON-PROFIT CORPORATION

The name of this non-profit corporation shall be ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL (the "Association").

### Article I Purpose

The purposes for which the Association is formed are set forth in the Articles of Incorporation. All definitions and terms contained in said Articles shall apply hereto and are incorporated herein by reference.

### Article II Membership, Voting, Majority of Owners, Quorum, Proxies



#### 1. Membership/Voting.

A. The Association shall have Members (herein so called) who shall initially be Riverhill Country Club, Inc., and every owner of a lot ("Lot") within the property covered by the Declarations including the transferee of such owner who becomes an owner by the acquisition of a fee or undivided fee interest in such a Lot; provided, that at the first meeting of the Members after the organization of this Association the Members shall thereafter be only (i) Riverhill Country Club, Inc., (and the successor owner of its clubhouse property) and those owners of a Lot who elect by vote in person or proxy at such first meeting, or at a subsequent meeting of Members, to be a Member, and (ii) those Members who pay the dues required of a Member. Upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Lot, such owners shall be eligible to be a Member of the Association and entitled to all rights of the Members, as provided herein, subject, however, to the terms and provisions of these Bylaws and provided, however that the annual dues specified by the Board of Directors in accordance with these Bylaws are paid by such owner.

B. The Association shall have one (1) class of voting membership. Members who are entitled to vote shall be entitled to one vote for each Lot in which they hold the interest required for membership; provided that Riverhill Country Club, Inc., shall have ten (10) votes and provided if an owner of a Lot owns more than one Lot such Owner may elect in writing to the Board to have one vote for all Lots owned instead of one vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in these Bylaws, as same may be amended from time to time.

C. The election of an owner to be a Member shall be for the year in which such election is made and shall not be for the meeting and the matters considered at such meeting at which an election is made, excluding the first meeting of Members. Once the election is made it shall be in effect until written notice of resignation is received by the Board or until one of the other qualifications of membership is not met. If an owner of a Lot fails in any year to elect to be a Member, becomes ineligible or resigns, such owner may elect to be a Member and meet the qualifications for membership in a subsequent year.

D. Any person on becoming an owner of a Lot or in the case of Riverhill Country Club, Inc., the ownership of the clubhouse property shall be eligible to become a Member of this Association and be subject to these Bylaws upon the payment of annual dues as herein specified. Such membership shall terminate without any formal Association action whenever such person fails to pay annual dues (and for the period of such failure) and/or ceases to own a Lot, or such clubhouse property, as the case may be, but such termination shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Members have, either through the Board of Directors of the Association or directly against such former Member and Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The annual dues shall initially be \$25.00 for each Lot for which the Member is eligible to vote (if more than one Lot is owned the dues will be based on the votes such Member elects) or ten (10) times such amount in the case of Riverhill Country Club, Inc., or its successor owner of the clubhouse property. Such dues may be changed by the Board but shall not within any one (1) year period exceed three (3) times such initial dues without the approval of the Members at a meeting duly called for such purpose.

2. Majority of Members. As used in these Bylaws, the term "majority of Members" shall mean holding more than fifty percent (50%) of the eligible voters who cast votes, either in person or by proxy, at the time such vote is made.

3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or proxy of Members eligible to vote more than fifty percent (50%) of the total votes of Members eligible to vote shall constitute a quorum. In the event a quorum is not present, then the meeting shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Members represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the votes of Members eligible to vote and present, either in person or by proxy, shall be required to transact the business of the meeting.

4. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

### Article III Administration



1. Association Responsibilities. The Members will constitute the Association, which will have the responsibility of administering the Corporation through a Board of Directors. The determination of any dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by the Board.

2. Place of Meeting. Meetings of the Members shall be held at such suitable place, convenient to the Members, as the Board of Directors may determine.

3. Annual Meeting. Annual meetings of the Members shall be held on or before forty-five (45) days after the expiration of the prior fiscal year. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call special meetings of the Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of Members and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

5. Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member and each Owner of record of a Lot and to each Institutional Lender (who may designate a representative to attend such meetings), at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Order of Business. The order of business at all meetings of the Members of the Project shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

## Article IV Board of Directors



1. Number and Qualification. Until the first meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected any five (5) Members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation, administration and enforcement of the restrictions and covenants in keeping with the character and quality of the neighborhoods. The Board of Directors may do all such acts and things except as by law or by these Bylaws or by the Declaration may not be delegated to the Board of Directors.

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and in behalf of the Members:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declarations, the Bylaws of the Association and supplements and amendments thereto.
- (b) To enjoin and seek damages from an Owner who may be in default as is provided in the Declarations and/or these Bylaws.
- (c) To enter into contracts within the scope of their duties and powers.
- (d) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- (e) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Members, and if determined to be in the best interest of this Association, to cause a complete audit of the books and accounts by a certified or public accountant, once each year.
- (f) To compile and make available to each Member a statement showing receipts, expenses of disbursements since the last such statement.
- (g) To meet at least once each quarter; provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.
- (h) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the purpose of this Association.
- (i) To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any

successor statute conferring income tax benefits on homeowners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the limitations and restrictions provided in said Section 528 of the Internal Revenue Code or any successor statute conferring benefits on homeowners' associations as are in effect from time to time. Initially the Board shall comply with the following limitations and restrictions:

- (1) At least sixty percent (60%) of the gross income of the Association for any taxable year shall consist solely of amounts received as membership dues, fees, or assessments from Members;
- (2) At least ninety percent (90%) of the expenditures of the Association for any taxable year shall be for the management, maintenance, and care of property and rights under the Declarations as defined in the Articles of Incorporation;
- (3) No part of the net income of the Association shall incur (other than providing management, maintenance, and care of Association property and rights under the Declarations and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private Member or individual. In addition, the Board shall take such steps as are necessary to insure that all of the Lots will be used as residences.

4. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declarations and these Bylaws shall not constitute or deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same thereafter.

5. Election and Term of Office. At the first meeting of the Association the term of office of three (3) Directors shall be fixed at two (2) years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their respective successors have been elected and hold their first meeting, except as is otherwise provided.

6. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification, i.e., by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining Directors even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

7. Removal of Directors. At any regular or special meeting duly called and held any one or more of the Directors may be removed with or without cause by a majority of Members and may be removed by a majority of Directors if a Director fails to attend three (3) consecutive Board meetings without good cause for such absence, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Directors following a meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, telephone or facsimile, at least five (5) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, giving personally or by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Director.

11. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.



## Article V Fiscal Management



1. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts approved by the Board.
2. Fiscal Year. The fiscal year for the Association shall end September 30<sup>th</sup> of each year beginning in the year 2009.

## Article VI Officers

1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Except for the President, such officers need not be members of the Board of Directors, but each shall be either a Member, as defined in Article II of these Bylaws or if the Member is a firm, partnership, corporation, association or other legal entity, the authorized representative of such entity. The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary or Assistant Secretary may be held by the same person. No person shall serve as an officer of the Association for more than three (3) consecutive years.
2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.
3. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
4. Vacancies. A vacancy in any office because of the death, resignation, or removal, disqualification or otherwise of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

6. Vice President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

7. Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

The Secretary shall compile and keep up to date at the principle office of the Association a complete list of Members and their last known address as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot owned by such Member, the undivided percentage interest in the Common Elements of such Member and a description of the Limited Common Elements assigned for exclusive use in connection with such Lot. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties he is directed to perform by the Secretary.

9. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.





## Article VII Indemnification of Officers and Directors



1. Indemnification. The Association shall obtain Director and Officer liability insurance to the extent available and the Association shall indemnify any Officer or Director thereof who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director or Officer of the Association, against all loss, expenses (including but not limited to attorneys' fees and cost of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interest of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such person is guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the proceeding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he had met the applicable standards of conduct as set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) the Members of the Association and no Member shall be disqualified from voting because he is or was party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, Officer or employee thereof under any Bylaw, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall incur to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provisions of this Article.

The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declarations and these Bylaws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an Officer or Director of the Association.

2. Other. The Board of Directors or Officers shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Members), provided, however, that such exclusion of personal liability shall apply only so long as such party is acting within the scope of authority of such party.

#### **Article VIII Amendments to Bylaws**

1. Amendment to Bylaws. These Bylaws may be amended in writing by the majority of Members; provided, however, that such authority may be delegated by the majority of Members to the Board as allowed by the Texas Non-Profit Corporation Act.

#### **Article IX Evidence of Ownership, Registration of Mailing Address and Designation of Voting Representative**



1. Proof of Ownership. Any person, on becoming an Owner of a Lot shall if required by an officer furnish to the Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

2. Registration of Mailing Address. The Member or several Members of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of a Member or Members shall be deemed to be the mailing address of the Lot owned by said Member or Members unless a different registered address is furnished by such Member(s) to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address; and such registration shall be in written form and signed by all of the Members of the Lot or by such persons as are authorized by law to represent the interest of (all of) the Member(s) thereof.

3. Designation of Voting Representative-Proxy. If a Lot is owned by one individual, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one individual or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Members shall execute a proxy appointing and authorizing one individual or alternate individuals to attend all annual and special meetings of Members and there at to cast whatever vote the Members themselves might collectively cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that no proxy shall be valid after eleven (11) months from the date of execution unless specifically provided therein. Also, within thirty (30) days after such revocation, amendment or termination, the Members shall reappoint and authorize one individual or alternate individuals to attend all annual and special meetings as provided by this Paragraph 3.

The requirements herein contained in this Article IX shall be first met before a Member of a Lot shall be deemed in good standing and entitled to vote at an annual or special meeting.

#### Article X Committees



1. Designation. The Board of Directors, may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or ad hoc committees.

2. Executive Committee. The executive committee shall consist of at least three (3) persons who are Members and who shall be appointed by the Board of Directors from the members of the Board. One Member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or facsimile and a special meeting may be held by telephone.

3. Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three Members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before sixty (60) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the Members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the Members.

4. Architectural Control Committee. After each annual meeting, the Board of Directors shall appoint a committee of three members who shall serve on the Architectural Control Committee and carry out the architectural control provisions and procedures contained in the Declarations set forth in the Articles of Incorporation of the Association. The Architectural Control Committee may hold meetings at such time as its members deem necessary and appropriate. Each of the meetings may be called at any time by any member, either personally, by mail, by telephone, or by facsimile. A meeting of the Architectural Control Committee may be held by telephone.

5. Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

#### **Article XI Non-Profit Association**

This Association is not organized for profit. No Member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member if the Board of Directors, officer or Member; provided, however, always (1) that reasonable compensation may be paid to any Member, Director, or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member, director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

#### **Article XII Execution of Documents**

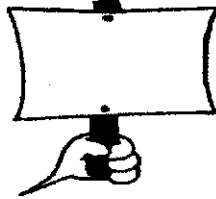


The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyance or encumbrances, including promissory notes, shall be two, one of each of the President or any Vice President, and the Secretary or any Assistant Secretary of the Association.

#### **Article XIII Conflicting or Invalid Provisions**

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act as amended, such Act shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

#### Article XIV Notices



All notices to Members of the Association shall be given by delivering the same to each Member in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Member at the address last given by each Member to the Secretary of the Association. If a Member shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the Lot of such Member, and all Members shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Members.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing Bylaws for the Association as of the 31<sup>st</sup> day of January, 1998.

/s/ W. Tom Spurlock

/s/ Richard A. Raidt

/s/ Ollie D. Brown, Jr.

**ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL**  
**A NON-PROFIT CORPORATION**

**Open Meeting and Open Records Policy**

**I. Purpose**

This document sets forth the Open Meeting and Open Records Policy and Procedure of the Association of Property Owners of Riverhill that will be followed beginning January 1, 2012.

**II. Policy Compliance**

The Board of Directors will be responsible for complying with this Open Meeting and Open Records Policy.

**III. Open Meetings**

**A. Annual Meeting**

An open Annual Meeting will be scheduled with 30 days written notice provided to all property owners in accordance with the Bylaws of the Association of the Property Owners of Riverhill. The agenda of the Annual Meeting will also be in accordance with the requirements of the Bylaws.

**B. Board and Special Meetings**

1. All Board and special meetings, if any, will be open meetings that any property owner may attend.
2. Notice of Board and special meetings will be posted on the association website at least 10 days prior to the meeting.

**IV. Open Records**

All records of the Association of Property Owners of Riverhill retained in accordance with the Record Retention Policy are open and available for review by any property owner by following the Record Access Procedure described in Paragraph V.

**V. Record Access Procedure**

1. Any property owner desiring to review a retained record should contact the Secretary of the Board by certified mail requesting access to the record that it is desired to be reviewed.
2. The Secretary of the Board will schedule a time during normal business hours within 10 business days after receipt of the request and location where the property owner may review the requested record(s) for a reasonable period of time.

3. Property Owners may not remove any original record from the review location. If copies of original records are requested, they will be provided if the property owner agrees to reimburse the association for the cost of all copies including an administrative fee. Copies may be provided in electronic format or in such other format that the Board has reasonably available to it.

IN WITNESS WHEREOF, by my signature hereto undersigned, being the 2010-2011 President of the Association, hereby adopt the foregoing Policy for the Association.

ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL

By: Alvin Richey Dodds dated 10/12/2011  
Name: Alvin Richey Dodds  
Title: President

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 12<sup>th</sup> day of October, 2011 by Alvin Richey Dodds, President of ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL, a Texas nonprofit corporation, on behalf of said corporation.



Leticia Calderon  
Notary Public, State of Texas

**ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL**  
**A NON-PROFIT CORPORATION**

**Record Retention Policy**

**I. Purpose**

This document sets forth the Record Retention Policy of the Association of Property Owners of Riverhill that will be followed beginning January 1, 2011.

**II. Policy Compliance**

The Secretary of the Board of Directors will be responsible for maintaining records of the Association of Property Owners of Riverhill in accordance with this retention policy. The Board Secretary may assign actual record retention activities to an Administrative Assistant. The Board Secretary will review retained records annually to ensure compliance with the retention policy.

**III. Retained Records and Retention Time (in accordance with Texas State Library & Archives Commission requirements applicable to all local governments)**

***FE means Fiscal Year***

**A. Annual Meeting**

- |                                       |                               |
|---------------------------------------|-------------------------------|
| 1. Agendas                            | Retained minimum of 2yrs      |
| 2. Minutes                            | Retained permanently          |
| 3. Board of Director Election Ballots | Retained minimum of 22 months |
| 4. Treasurer's Report                 | Retained permanently          |

**B. Board Meetings**

- |                       |                               |
|-----------------------|-------------------------------|
| 1. Agendas            | Retained minimum of 2yrs      |
| 1. Minutes            | Retained permanently          |
| 2. Treasurer's Report | Retained minimum of FE + 3yrs |

**C. Bank Statements**

Retained minimum of FE + 5yrs

**D. Approved Invoices/Bills**

Retained minimum of FE + 3yrs

**E. CCR Violation Letters and Responses**

Retained minimum of 1 year

**F. New Construction Request Approvals/Rejections**

Retained minimum of 1 year

**G. Issued Re-Sale Certificates**

Retained minimum of 1 year

**H. Governance and Policy/Procedure Documents**

Retained permanently

**I. Insurance Policies**

Retained minimum of FE + 4yrs

**IV. Record Location**

**A. The Board Secretary is responsible for:**

- i. maintaining an available copy of the retained records for Board use or access by property owners in accordance with the Record Open Access Policy and Procedure.



2. maintaining a back-up copy of the retained records in a remote/separate location whose location and access procedure is documented in writing and known to each Board Member.

B. The Board Secretary may assign actual record storage/back-up activities to an Administrative Assistant.

IN WITNESS WHEREOF, by my signature hereto undersigned, being the 2010-2011 President of the Association, hereby adopt the foregoing Policy for the Association.

ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL

By: Alvin Richey Dodds dated 10/12/2011  
Name: Alvin Richey Dodds  
Title: President

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 12<sup>th</sup> day of October, 2011 by Alvin Richey Dodds, President of ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL, a Texas nonprofit corporation, on behalf of said corporation.



Leticia Calderon  
Notary Public, State of Texas

FILED BY & RETURN TO:

ALVIN RICHEY DODDS, PRESIDENT  
ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL  
531 OAKLAND HILLS LANE  
KERRVILLE, TX 78028

FILED AND RECORDED  
At 12:53 o'clock A M  
STATE OF TEXAS  
COUNTY OF KERR



OCT 12 2011

I hereby certify that this instrument was filed in the file numbered  
sequence on the date and time stamped hereon by me and was duly  
recorded in the Official Public Records of Kerr County, Texas.

Jessie R. Phipps, Kerr County Clerk  
By Jessie R. Phipps Deputy