

**HUNT ON-THE RIVER**

(Category: RESTRICTIONS)

Volume 6, Page 56, Plat Records of Kerr County, Texas; Volume 591, Page 433 and Volume 884, Page 590, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

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**HUNT ON-THE RIVER**

(Category: Subdivisions)

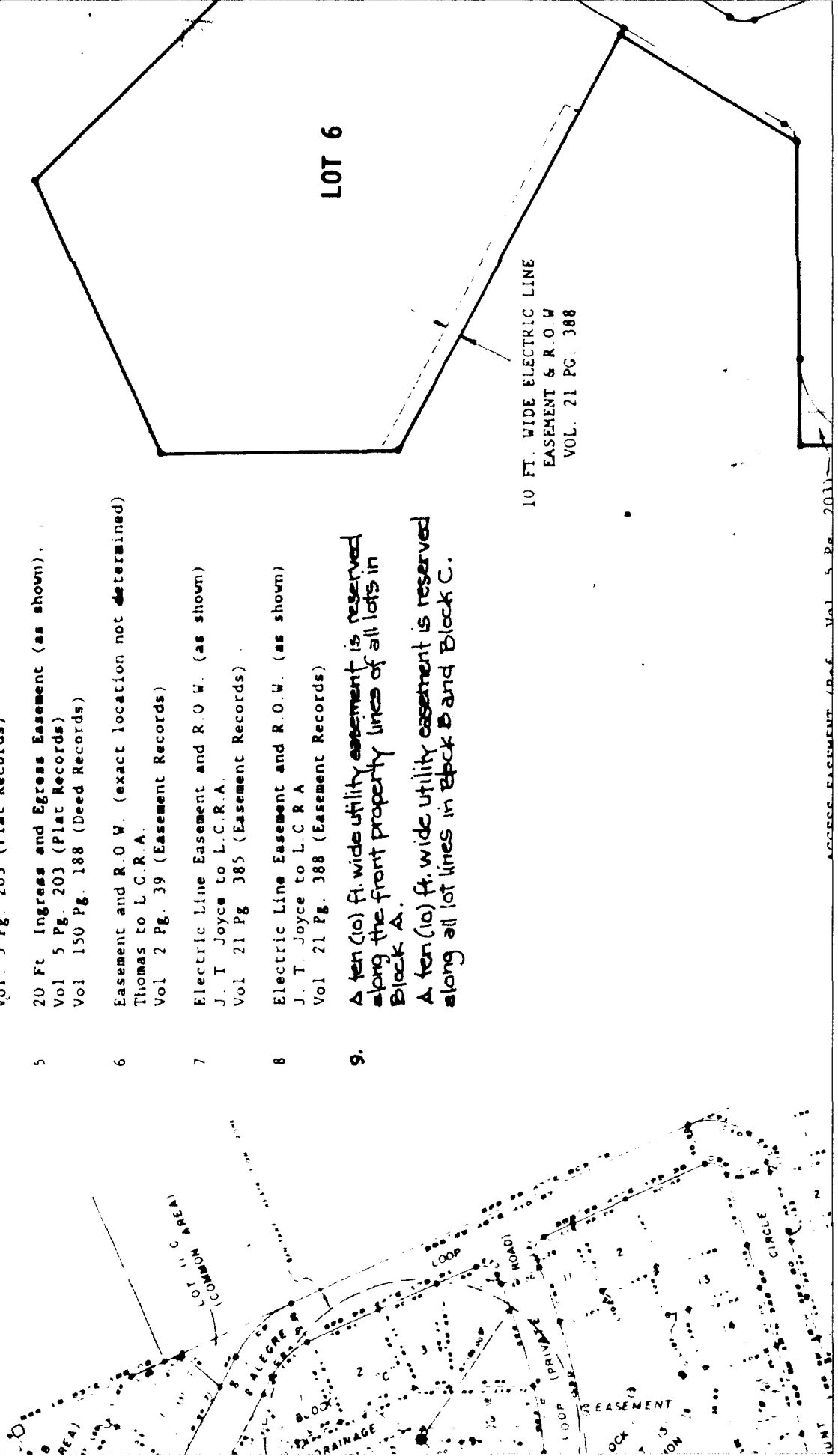
- a. Easement and Right Of Way to L.C.R.A., dated September 19, 1951, recorded in Volume 2, Page 39, Easement Records of Kerr County, Texas.
- b. Electric Line Easement and Right-Of-Way to L.C.R.A., dated June 20, 1985, recorded in Volume 21, Page 385, Easement Records of Kerr County, Texas. (AS PER ALL OF BLOCK C ONLY)
- c. Electric Line Easement and Right-Of-Way to L.C.R.A., dated June 27, 1985, recorded in Volume 21, Page 388, Easement Records of Kerr County, Texas. (AS PER LOT 6, BLOCK B ONLY)
- d. Drainage Easement as per the Plat recorded in Volume 5, Page 125, Plat Records of Kerr County, Texas. (AS PER LOTS 1A, 2, 3, 4, & 5, BLOCK B ONLY)
- e. Sanitary Restriction Zone as per the Plat recorded in Volume 5, Page 125, Plat Records of Kerr County, Texas. (AS PER LOTS 1, 2, 9, BLOCK A, AND LOTS 4, 5, BLOCK B ONLY)
- f. 75' Drainage Easement as per Plat recorded in Volume 5, Pages 203-205, Plat Records of Kerr County, Texas. (AS PER LOT 1, BLOCK F ONLY)
- g. Utility Easements as per the Plat recorded in Volume 6, Page 56, Plat Records of Kerr County, Texas.
- h. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 591, Page 433, Real Property Records of Kerr County, Texas.
- i. Resident's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated May 7, 1991, recorded in Volume 591, Page 433, Real Property Records of Kerr County, Texas.
- j. Subject to townhouse, party wall provisions, covenants, conditions, restrictions, easements, charges and liens as set forth in that certain Declaration made on May 7, 1991, by Dedicator, recorded in Volume 591, Page 433, Real Property Records of Kerr County, Texas.
- k. Telephone Line Right-Of-Way Easement to Hill Country Telephone Cooperative, Inc., dated September 7, 1993, recorded in Volume 714, Page 442, Real Property Records of Kerr County, Texas. (AS PER WELL LOT ONLY)
- l. Any visible and/or apparent roadways or easements over or across the subject property.
- m. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



## EASEMENTS

1. 75 Ft Wide Drainage Easement (as shown)  
Vol 5 Pg. 203 (Plat Records)
2. Drainage Easement (as shown)  
Vol 5 Pg. 203 (Plat Records)
3. 150 Ft. Radius Sanitary Restriction Zone (as shown)  
Vol 5 Pg. 203 (Plat Records)
4. Access Easement (as shown)  
Vol. 5 Pg. 203 (Plat Records)
5. 20 Ft Ingress and Egress Easement (as shown).  
Vol 5 Pg. 203 (Plat Records)  
Vol 150 Pg. 188 (Deed Records)
6. Easement and R.O.W. (exact location not determined)  
Thomas to L.C.R.A.  
Vol 2 Pg. 39 (Easement Records)
7. Electric Line Easement and R.O.W. (as shown)  
J. T. Joyce to L.C.R.A.  
Vol 21 Pg. 385 (Easement Records)
8. Electric Line Easement and R.O.W. (as shown)  
J. T. Joyce to L.C.R.A.  
Vol 21 Pg. 388 (Easement Records)
9. A ten (10) ft. wide utility easement is reserved along the front property lines of all lots in Block A.  
A ten (10) ft. wide utility easement is reserved along all lot lines in Block B and Block C.

AS REPLAT



## NOTES

- 1 Drainage Easement Note Property owners shall not utilize drainage easement for any purpose detrimental to its intended use
- 2 Flood Note A portion of this subdivision lies within a special flood hazard area as identified by the U S Department of Housing and Urban Development, the flood hazard area being identified on Community-Panel Number 480419 0150B of the Flood Insurance Rate Map, effective day May 1, 1979 and being subject to confirmation by the Flood Plain Administrator for the community in which the property lies
- 3 No sewage disposal fields or other sanitary hazards as defined by the Texas Department of Health may be constructed in the Sanitary Control Easement
- 4 Hunt Independent School District
- 5 All corners marked with 4" iron stakes
- 6 All streets are private and have a right-of-way width of forty (40) ft

## HEALTH RESTRICTIONS

- 1 This subdivision has been approved for on-site sewage disposal by the Kerr County Environmental Health Department
- 2 No structure in this subdivision may be occupied until connected to a sewage disposal system approved by the Kerr County Environmental Health Department
- 3 No structure in this subdivision may be occupied until connected to a water supply system approved by the Texas Department of Health.

4 These restrictions are enforceable by the Hunt on the River Homeowners

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- 4 These restrictions are enforceable by the Hunt on the River Homeowners Association, Inc and the Kerr County Environmental Health Department

No determination has been made as to the suitability of the following lots for on-site sewage disposal:

Lot 9, Block A; Lot 3, Block B; Lots 1, 2 and 3, Block C.

Any future development on any of such lots must be in compliance with the then current regulations governing flood prone areas and on-site sewage disposal.

# HUNT ON-THE RIVER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HUNT on-the RIVER SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR §

CAMP LAJUNTA, INC., a Texas corporation (hereinafter called "Declarant"), being the record owner of all of the land shown and described on that certain plat of Rio Alegre Subdivision in Kerr County, Texas, to which reference is here made for all purposes, in order to carry out a general plan of development of said subdivision and the replat thereof to be accomplished as hereinafter provided (herein sometimes called the "subdivision"), and in order to promote the construction of desirable residences and limited commercial purposes in said subdivision, to insure harmony in the character of such buildings in connection therewith, to maintain the suitability of said subdivision for private residential purposes and limited commercial purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land in said subdivision, hereby imposes the following covenants, conditions and restrictions upon the subdivision, such covenants, conditions and restrictions being as follows, to-wit:

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of Rio Alegre Subdivision according to the map or plat thereof recorded in Volume 5, Pages 203-205 of the Plat Records of Kerr County, Texas (herein called the "Original Plat"), to which Original Plat and its

recording reference is here made for all purposes (said development being herein sometimes called "Rio Alegre"); and

WHEREAS, Declarant intends to vacate and replat said Original Plat of Rio Alegre, which inter alia will involve creation of an additional lot in Block A of Rio Alegre, creation of additional lots in Block "F" of Rio Alegre, reducing the common area in Blocks B, C, D and F of Rio Alegre, eliminating portions of the private roads in Rio Alegre, and reducing the number of lots in the remainder of Rio Alegre other than said Block A; and

WHEREAS, the replat of Rio Alegre (herein sometimes called the "Replat") also will change the name of the subdivision to Hunt-on-the-River Subdivision;

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof, the Hunt-on-the-River Homeowners Association, Inc. and the Declarant and their respective assigns and successors.

#### ARTICLE I

##### DEFINITIONS

Section 1: "Association" shall mean and refer to Hunt on-the River Homeowners Association, Inc., a Texas

non-profit corporation, its successors and assigns. The Association shall have all those powers, duties, and responsibilities set out herein, and such other powers, duties and responsibilities not inconsistent herewith provided for in its Articles of Incorporation and its by-laws as the same may be amended from time to time by proper action of its members.

Section 2: "Committee" shall mean and refer to the Architectural Control Committee designated and constituted as provided herein.

Section 3: "Owner" shall mean and refer to the record Owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Property, including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

Section 4: "Property" shall mean and refer to the all of the Property covered by the Plat and the Replat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5: "Lot" shall mean and refer to (A) each Lot shown or designated on the Original Plat of Rio Alegre Subdivision to which map or plat reference is here made for all purposes and (B) upon recordation thereof, each Lot shown or designated on the Replat for Hunt on-the River Subdivision and (C) any additional Lots shown or designated upon any subsequent replat of any Lot described in the Replat for Hunt on-the River Subdivision.

Section 6: "Common Area" shall mean all property together



with any improvements thereon owned or to be owned by the Association for the common use and benefit of the Owners. Initially, the Common Area shall include all Common Area (including private streets) as reflected on the Original Plat for Rio Alegre. Upon recordation of the Replat for Hunt on-the River Subdivision, Common Area shall include and be limited to the tracts of land out of Hunt on-the River Subdivision designated on said Replat as "Common Area", including without limitation the private streets in the Hunt on-the River Subdivision as reflected on the recorded Replat.

Section 7: "Front Yard" shall mean and refer to that part of each Lot from the street or highway right-of-way line to the front building setback line; on corner Lots, the Front Yard shall be all that area on both street sides of the Lot from the streets to the building or setback lines.

Section 8: "Declarant" shall mean and refer to Camp LaJunta, Inc. and its successors and also its assigns if such assigns are designated in writing as an assign of the rights of Declarant set forth herein.

Section 9: "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE II

### USE RESTRICTIONS

Section 1: Single Family Residential Construction: No building shall be erected, altered or permitted to remain on (a) any Lot in Block A of the Original Plat or of the Replat (b) or

on Lot 1-A of Block E of the Original Plat (or any resubdivision thereof) or (c) on Lots 1, 3 and 4, Block B of the Replat (or any resubdivision thereof), or (d) Lots 1 and 3, Block C of the Replat (or any resubdivision thereof) other than one single-family residential dwelling not exceeding two (2) stories in height, which may have a private garage, but no carport, for not more than three (3) cars, and bona fide servants' quarters, which structures shall not exceed the main dwelling in height and shall be a part of the main dwelling, and which structures may be occupied only by members of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. The foregoing shall not preclude the main residential structure from being leased or rented in its entirety to one or more families or persons on a daily, weekly or other temporary basis not exceeding thirty (30) days. Any leasing or rental in excess of a thirty (30) day term shall be limited to one family or not more than two (2) adult persons.

Section 2: Commercial Uses:

Commercial uses that are now or hereafter allowed by the Zoning Ordinance of the City of Kerrville in a "C-2 General Commercial District" (and any other more restrictive use permitted under said Zoning Ordinance for a "C-2" district) are permitted on Lots 1A, 2, 5 and 6 of Block B of the Replat (or any resubdivision thereof).

Section 3: Non-Owner Occupancy of Residence:

When a Lot is occupied as a primary residence by persons other than the Owner thereof for a period in excess of thirty (30) days, the Owner shall deliver to such occupants a complete copy of this Declaration. Occupancy by such non-Owners shall not be permitted until such occupants have executed an agreement to be bound by all the provisions hereof, on a form promulgated and provided by the Association. Violation of or noncompliance with this Section may be enforced as provided herein for other violations.

Section 4: Architectural Control: The Architectural Control Committee (herein "Committee") is hereby created and shall consist of the members of the Board of Directors of the Association or a separate committee designated by the Board of Directors. Neither the Declarant nor the Association nor the Committee nor the individual members thereof shall be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. All actions of and by the Committee shall be by a majority vote of the Committee's members. The Committee shall be comprised of not less than three (3) members, each of whom shall be a member of the Association.

No buildings, walls, hedges, fences or improvements of any character (or any signs, billboards or advertising structures on commercial Lots) shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot or Common Area until the construction plans and specifications and a plan showing the

location of the structure or improvements have been submitted to and approved in writing by the Committee, as to building setback lines, size, compliance with these restrictions, quality of material, harmony of external design, materials and color scheme with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The approval or lack of disapproval by the Committee shall not be deemed to constitute any warranty or representation by such Committee including, with limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Notwithstanding anything to the contrary herein contained, a majority of the Committee is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of a majority of the Committee, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and

its improvements as a whole.

The Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If a majority of the Committee shall approve such request for a variance, the Committee shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the time limitation of such approved variance, if any, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by a majority of the then members of the Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Committee; or (b) failure by the Committee to respond to the request for variance. In the event the Committee or any successor to the authority thereof shall not then be functioning and/or the term of the

Committee shall have expired, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except at the discretion of the Committee.

Section 5: Minimum Square Footage Within Residential Improvements: The living area on the ground floor of the main residence structure (exclusive of porches, garages and servant's quarters) shall be not less than five hundred (500) square feet for two-story dwellings. The total living area for any dwelling shall be not less than one thousand (1,000) square feet.

Section 6: Location of the Improvements upon the Lot:

A. Setback Lines: All Front Yard set backs for townhome, townhouse, zero lot line or residential cluster buildings and other improvements shall be not less than the now existing actual building set back of the residential structures on the Lots in Block A of the Original Plat and the Replat, except that the Front Yard setback lines for Lot 1-A, Block E of the Original Plat (being Lot 1, Block B of the Replat), shall be 50 feet.

All Front Yard set backs for residential, single family detached residences shall be not less than twenty (20) feet from the street.

The set backs for residential, single family detached residences from interior or rear Lot lines shall be not less than five (5) feet, except as provided hereafter for "Zero Lot Lines".

All front, interior and rear set backs for commercial use Lots shall be as required by the ordinances and regulations of

the City of Kerrville for a "C-2" district.

B. Zero Lot Line - Residential Detached: Residential improvements may be constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot, except in the case of corner Lots or unless a different layout is authorized or required in writing by the Committee. Corner Lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot with the approval of the Committee. Walls on a zero setback line may have openings if such wall faces onto a Common Area or easement and the same is approved by said Committee.

The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with rock exterior or similar material as approved by the Committee. The Owners of any adjacent Lot shall not attach anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, i.e., structure, color, material or otherwise, a side wall or fence located upon a zero setback line without the written approval of the Committee and written consent of the adjoining Lot Owners.

C. Zero Lot Line - Residential Attached: Residential improvements may be constructed on two adjoining Lots each abutting the common "zero lot line".

Section 7: Adjoining Lots and Resubdivision:

A. Composite Building Site. Any Owner of one or more adjoining residential Lots may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat or replat. Any such proposed composite building site(s) must be approved by the Committee in writing.

B. Resubdivision or Replat. No Lot in the Original Plat or in the Replat shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless such resubdivision is approved by the Commissioner's Court of Kerr County, Texas. Each Owner by acceptance of a Deed to a Lot covenants and agrees that Declarant or other Owners of Lots 4 and 6 in Block B of the Replat may subdivide such Lots to segregate therefrom the water storage and water well system therein and access thereto from the private streets comprising a part of the Common Area.

Section 8: Easements: Easements for installation and maintenance of utilities may be reserved and shown and provided for on the recorded Original Plat and the Replat and no structure of any kind shall be erected upon any of said easements.

A blanket easement is hereby created on all Lots and the Common Areas in favor of Declarant, the Association and any utility company or other entity or person furnishing service for



ingress and egress, installation, repair, construction, replacement, and maintenance of all utilities, including but not limited to, water, sewer, telephone, electricity and gas. In the event that any utility company or other entity or person furnishing a service covered by the general easement herein provided requests a specific easement on the Property by separate recordable instrument, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof, provided that the granting of any such easement does not adversely affect any mortgage theretofore given to secure either a purchase money or improvement loan on any Lot affected by such easement. Neither Declarant nor the Association, nor any utility company or other entity or person using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

Without limiting the foregoing, a blanket easement is hereby created, reserved and retained in favor of Declarant over the Property (including the private streets comprising a part of the Common Areas) for access through the Property and for the inspection, maintenance, repair, replacement, construction, reconstruction and operation of the water storage and water distribution lines and system within the Property, the title to which water storage system and water distribution system is reserved by and unto Declarant. The easement and other rights of

Declarant specifically created, reserved and retained herein are transferable by the Declarant and by his heirs, personal representatives and assigns.

Further, all Lots and Common Areas adjoining Lots with improvements situated on the zero setback line shall be subject to a four (4) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent Lot (excepting where common or abutting walls exist).

Section 9: Prohibition of Trade and Offensive Activities: No Lot, except those permitted for limited commercial uses as defined in Section 2 of Article II of this Declaration, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or non-residential use and no sign of any nature is displayed.

Section 10. Use of Temporary Structures: No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall not be permitted on any Lot. Notwithstanding anything to the contrary herein contained, temporary structures or trailers may be used by Declarant or its

assigns or builders as storage and for sales offices during construction periods. Such structures or trailers shall be sightly and shall be removed immediately after completion of construction and shall be subject to the prior written approval of the Committee.

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles: Except for storage permitted by the Association within the Lot 5, Block B Common Area of the Replat, no boat trailer, boats, travel trailers, inoperative automobiles, trailers, campers, motor homes or vehicles of any kind shall be semi-permanently or permanently stored on the Common Area, Common Area streets or within any building setback lines. Storage of such items and vehicles must be screened from public view, within the garage or such other area as may be from time to time designated and approved by the Committee. All such storage in an area designated by the Committee shall meet all conditions of storage as approved by the Committee.

Section 12. Mineral Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Common Area, nor shall any tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot or Common Area. No derrick or other structures designated for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or Common Area.

Section 13. Animal Husbandry: No animals, livestock or

poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. All pets shall be on leash(s) at all times except when they are confined within the premises on the Lot of the Owner.

Section 14. Walls, Fences and Hedges: No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than the front building set back line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6') feet in height. No wire or chain link fence type constructions will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant or its assigns shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. No walls, fences and/or hedges shall be erected or maintained on any Lot within the Property without the prior written consent of the Committee. All approved fences shall be of the same general design and quality as the existing fences on the Lots in Block A unless the Committee grants a written variance.

Section 15. Visual Obstruction at the Intersection of Streets: No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of

the streets within the triangular area formed from curb line to curb line at points twenty-five (25') feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 16. Storage of Materials; Accumulation of Trash, etc: Owners shall in no event use any Lot for storage of material and equipment except for normal residential or permitted commercial requirements or incident to construction of improvements thereon as herein permitted. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style approved by the Committee. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association or its assigns may, without being under any duty to so do or liability, in trespass or otherwise, for so doing, enter upon said Lot, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may assess the Owner or occupant of such Lot for the actual cost of such work including legal fees incurred by the Association in connection with such default and assessment. The Owner or occupant, as the case may be, agrees by the purchase or

occupation of the Lot to pay such statement immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall be added to and become a Special Assessment on such Lot.

Section 17. Signs, Advertisements, Billboards: No sign, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot, including advertising the property for sale or rent, except those Lots permitted for limited commercial uses as defined in Section 2 of Article II of this Declaration. Signs, billboards and advertising structures for commercial use Lots must be approved by the Committee in writing. The Association, or its assigns, shall have the right to remove any such sign, billboard or advertising structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or its designated assigns (and builders acting under Declarant's authority or permission) may maintain in or upon such portion of the Property as Declarant may determine, offices, storage areas, model units and signs (directional or otherwise) not larger than three (3) square feet for each such sign face, and Declarant may use, and permit builders (who are at the relevant time constructing and selling residential buildings in the Subdivision) to use, residential structures, garages or

accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and sales period.

Section 18. Antenna: No antenna or other device of any type for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected, constructed, placed or permitted to remain on any Lot, houses, buildings or structures.

Section 19. Underground Utility Services: All services for utilities on the Property shall be underground. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local utility companies and the National Electrical Code) such connections and metering equipment on or about the Lot to the satisfaction of the utility company or other party furnishing services. For so long as underground service is maintained the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Water service is to be provided to each Lot by way of a water distribution system owned by Declarant, or its successors or assigns. The distribution system to the point of connection at the meter of each user shall be the property of, and shall be operated and maintained by, Declarant, its successors and assigns. That portion of the distribution system from the meter to

the Owner's property shall be owned and maintained by the Owner.

Sanitary sewer service shall be provided to each Lot in Block A of the Original Plat and the Replat by means of a sanitary sewer system owned by the Association as part of the Common Area. That portion of the sanitary sewer service line from the point that it connects to the collection system owned by the Association to and throughout the residence shall be owned and maintained by the Owner.

Section 20. Maintenance: The Owners shall be responsible for the maintenance of the exterior of all buildings, homes and appurtenant structures at a standard in keeping with the level of such maintenance exhibited by a majority of the improvements on the Property, and such Owners shall be responsible for maintenance and repairs to roofs, glass in windows and doors, and for all structural matters, as well as party walls, plumbing, electrical equipment, foundation maintenance and repairs, landscaping, all improvements on Owner's Lot and the driveways extending from Owner's Lot to the street. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association or its assigns may, without being under any duty to so do or liability, in trespass or otherwise, for so doing, enter upon said Lot and the driveways extending from Owner's Lot to the street, and perform such maintenance, repairs and landscaping or do any other thing necessary to secure compliance with these restrictions as stated



in this paragraph. The Association may assess the Owner or occupant of such Lot for the actual cost of such work and legal fees incurred in connection with such default and assessment. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a Special Assessment on such Lot.

Section 21. Common Walls and Roofs: Each wall and roof which is built as a part of the original construction of any "zero lot line" attached building upon the Property and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Section 21, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall (party wall) or roof shall be shared by the Owners who make use of the wall and roof equally.

Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, he 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 other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for attached zero lot line buildings, the total exterior of both properties must be completely restored to their original condition existing before the destruction that resulted from fire or other casualty.

Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall pass to such Owner's successors in title.

Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Board of Directors of the Association shall settle such disputes. The decision of the Board of Directors of the Association shall be binding upon all Owners involved.

Section 22. Care of Yards: The Association shall be responsible for design, maintenance, and upkeep of all yards, shrubs and trees in Block A of the Original Plat and the Replat, and all Common Areas.

Section 23. Clearance of Lots: All Lots upon which there has occurred a fire or other casualty shall be cleared of all damaged improvements within six (6) months of the occurrence of

the casualty.

Section 24. Firearms: No Owner shall use or discharge or permit the use or discharge, on or from his Lot or elsewhere on the Property, any pistol, rifle (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other device capable of killing or injuring or causing property damage.

Section 25. Other Activities and Uses: The following activities and uses are prohibited:

(a) Maintenance, repair or oil-changing of any vehicles, boats, motorcycles, or trailers on any Lot restricted to residential use.

(b) Drying of clothes, the storage of wood piles, trash cans, or the storage of lawn and/or yard equipment, where exposed to public view, on any Lot restricted to residential use.

(c) Any activity or use or the erection or maintenance of any structure which violates in any way any law, statute, ordinance, regulation, or rule of any Federal, State, County or governmental entity.

### ARTICLE III

#### THE OWNERS ASSOCIATION OF HUNT on-the RIVER SUBDIVISION

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Lots in the Property (including Owners of additional Lots created by any resubdivision of a Lot) shall become and remain a member in good standing of the Association. The foregoing is not intended to include

persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of such Lot shall be the sole qualification for membership. The membership held by any Owner shall not be alienated, transferred to pledged in any way except by the sale or encumbrance of such Lot and, then, only to the purchaser or mortgagee of such Lot.

Section 2. The Association shall have one class of voting membership. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot. Holders of future interests not entitled to present possession (excepting Owners of Lots which are rented or leased to others) shall not be considered as Owners for the purposes of voting hereunder.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS AND CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments: Declarant hereby covenants, and each Owner by acceptance of a deed to any Lot after this Declaration become effective, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) Regular Assessments; (2) Special Assessments pursuant to Article II, Sections 16 and 20 hereof; and (3) Special

Assessments for capital improvements. Such Assessments shall be established and collected as hereinafter provided. All sums assessed as provided for in this Declaration but unpaid, together with late fees, interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien and charge upon the Lot against which each such Assessment is made, which shall bind and be a continuing charge upon such Lot. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation and debt of the person who was the Owner of the Lot at the time when the Assessment fell due. Appropriate recitations in the deed conveying each Lot may evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge, which said vendor's lien may be assigned to the Association or any other person or entity without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments: The Assessments, and all funds derived therefrom, shall be used exclusively for (i) the maintenance, repair and care of the Common Areas (including recreational areas and private streets), all yards of Lots in Block A of the Original Plat and the Replat, the sewage system and recreational facilities in Block A of the Original Plat and the Replat, and improvements to or on the Common Areas and Lots for which the Association is herein given responsibility; (ii) the furtherance and fulfillment of the purposes of this Declaration and other herein provided responsibilities of the

Association; (iii) the promotion of the recreation, health, safety and welfare of the Owners of the properties; and (iv) administrative costs and other costs and expenses of the Association, which costs and expenses may include fidelity insurance for acts of directors, managers, officers and employees of the Association responsible for the handling of Association funds; liability insurance covering the Common Area and all damage and injury caused by the negligence of the Association, its employees and agents; mowing grass, caring for the grounds and for any swimming pool, recreational building and equipment that may be placed upon the Common Area; landscaping; garbage pickup; outdoor lighting; security service for the Property; any water and sewer service that may be furnished to, by or through the Association; discharge of any liens on the Common Area; payment of fees to managing agents, accountants, attorneys and other parties providing professional and/or other services to the Association in connection with the performance of the Association's duties and responsibilities; and other charges required by this Declaration or other charges that the Association is authorized to incur which the Association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, replacement and other charges as specified herein (herein collectively called "Association Expenses").

All assessments paid to the Association and any other income to the Association for fees for use of any Common Area shall be

used only for the purposes herein provided.

Section 3. Regular Assessments:

A. Class A Lots. Until changed in accordance herewith by the Association, the amount of the Regular Assessment for all Lots in Block A of the Original Plat and the Replat (the "Class A Lots") shall be SEVENTY-SEVEN AND NO/100 DOLLARS (\$77.00) per Lot per month. Assessments herein shall include and be based on all Association Expenses.

B. Class B Lots. Until changed in accordance herewith by the Association, the amount of the Regular Assessment for (1) Lot 1-A in Block E of the Original Plat, being Lot 1 in Block B of the Replat and (2) any Lot (including any resubdivision thereof) which may hereafter be entitled to use of recreational facilities in Block A of the Original Plat and the Replat and the use of Common Area Lot 2, Block C of the Replat, as determined and permitted by the Board of Directors of the Association as hereinafter provided (collectively, the "Class B Lots") shall be FORTY-EIGHT AND NO/100 DOLLARS (\$48.00) per Lot per month. The Class B Lots shall include additional Lots created by any resubdivision of a Class B Lot. The assessment herein shall include and be based on all Association Expenses, EXCEPT THAT the Assessment for a Class B Lot is to be calculated so as not to include any part of the Association Expenses attributable to the repair and maintenance of the sanitary sewer system located in Block A of the Original Plat and the Replat or the maintenance and upkeep of the private yards and common yards in Block A of the Original Plat and the Replat, as determined by the Board of

Directors of the Association.

C. Class C Lots. Until changed in accordance herewith by the Association, the amount of the Regular Assessment for Lots 3, 4 and 6 in Block B of the Replat (the "Class C Lots") shall be TEN AND NO/100 DOLLARS (\$10.00) per Lot per month, unless and until any such Class C Lot becomes a Class B Lot as herein provided. Class C Lots shall include additional Lots created by any resubdivision of a Class C Lot. Assessments herein shall include and be based on all Association Expenses, EXCEPT THAT the assessment for the Class C Lots are to be calculated so as not to include any part of the Association Expenses attributable to the repair and maintenance of the sanitary sewer system in Block A, the maintenance and upkeep of the private yards and common yards in Block A of the Original Plat and the Replat, or the maintenance, repair and operation of Common Area recreational facilities in Block A of the Original Plat and the Replat or on Lot 2, Block C of the Replat.

D. Class D Lots. Except only as provided in Sections 3.E. and 3.F. below, no Regular Assessments shall be imposed on Lots 1 and 3, Block C of the Replat or on Lots 1A and 2, Block B of the Replat (the "Class D Lots"). Class D Lots shall include any additional lots created by any resubdivision of a Class D Lot.

E. Conversion to Class B Lot. The Owner of a Class C Lot or a Class D Lot may petition by written application to the Board of Directors to change such Class C or Class D Lot to a Class B Lot. The Board of Directors may accept or reject any such



petition, in the sole and absolute discretion of the Board of Directors. In making that determination, the Board of Directors may consider the present and anticipated extent of the use of Common Area recreational and riverfront access, together with such other factors as the Board of Directors or members thereof may desire. If the petition is accepted, the Board of Directors shall execute and deliver a Supplement to this Declaration, in recordable form, setting forth the Lot or Lots changed to a Class B Lot, and such Supplement shall be filed of record with the County Clerk of Kerr County. A copy of the Supplement will be provided to the applicant and to each other Owner. If any such petition is not acted on in writing within thirty (30) days after submission, the petition shall be deemed denied. Once a Class C or Class D Lot has been changed to a Class B Lot, the Owner thereof shall be entitled to the additional Common Area privileges then afforded a Class B Lot under this Declaration, and the Lot and the Owner thereof shall thereafter be subject to the Assessments applicable to a Class B Lot hereunder. Once a Class C or Class D Lot has been changed to a Class B Lot, the Lot may not be changed back to a Class C or Class D Lot.

F. One Time Initial Assessment. In addition to the above Regular Assessments each Owner (including initial purchasers and subsequent purchasers) shall pay to the Association a one time initiation Regular Assessment of \$50.00 within ten (10) days of the date they become Owner of a Lot whereon a residence is constructed.

G. Discount. The Association may allow a discount for prepayment of Assessments under such terms and conditions as may be approved by the Association.

H. Uniform Rate of Assessment. Both Regular and Special Assessments shall be fixed at a uniform rate for each class of Lots and shall commence and be due in accordance with the provisions hereof.

Section 4. Collection of Regular Assessments: The Regular Assessments shall be payable by Owners (including the Declarant) on a monthly basis on the first day of each and every calendar month unless the Association shall by majority vote determine that the said regular assessment shall be payable on a quarterly basis on such dates as the Association shall designate.

The Regular Assessment for Class A, Class B and Class C Lots and the one time initiation Regular Assessment may be changed by the Board of Directors from time to time. The Regular Assessment for each class of Lots shall be fixed by the Board of Directors of the Association at an amount calculated to cover in advance the anticipated actual costs of fulfilling the obligations, duties and responsibilities herein provided of the Association, subject to the limitations as to excluded expenses hereinabove set forth as to each class of Lots.

The Association shall be entitled to assess a one-time late fee charge in the amount of ten per cent (10%) of the Regular Assessment on any assessment that is fifteen (15) or more days past due.

In fixing the amount of the Regular Assessments, the Board of Directors of the Association may, but shall not be required to, add reasonably anticipated depreciation and necessary replacement and repair of capital assets and improvements and may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefor.

Section 5. Special Assessments Under Article II: In addition to any Regular Assessments, the Association may levy Special Assessments on a Lot and the Owner thereof pursuant to Sections 16 and 20 of Article II of this Declaration.

Section 6. Special Assessments for Capital Improvements: Notwithstanding anything to the contrary herein contained, and in addition to the Regular Assessments authorized above, the Association may levy in any calendar year one or more Special Assessments applicable to that year only for the purpose or defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members of the Board of Directors of the Association. The Special Assessments shall be made on a separate basis for each class of Lots and the Association may not make a Special Assessment on any class of Lots that does not have the use and enjoyment of the Common Area facility that is being constructed, repaired or replaced.

Section 7. Date of Commencement of Regular Assessments:  
Due Dates: The Regular Assessments provided for herein shall

commence on the effective date of this Declaration as to all Lots in Block A of the Original Plat. The Regular Assessments for all other Lots shall not commence until recordation of the Replat. The Association shall fix the amount of the Regular Assessments against each class of Lots for the next calendar year at least thirty (30) days in advance of each such calendar year. Failure of the Association to meet or to fix the amount of the Regular Assessments as herein provided shall be deemed to constitute a setting of the amounts at the levels fixed for the previous calendar year. Written notice of any change in the Regular Assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: All payments shall be made to the Association at its place of business in Kerr County, Texas, or at such other place as the Association may direct. Any assessment not paid within fifteen (15) days of its due date shall be subject to a one-time late fee of ten per cent (10%) of the past

due assessment amount. Any assessment not paid within thirty (30) days after the due date shall bear interest from such thirtieth date until paid at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved; and interest costs and attorney fees of any such action shall be added to the amount of the assessment. In no event shall the Association be liable to any Owner or other person or entity for failure or inability to enforce or attempt to enforce collection. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. Further, the powers and enforcement granted to the Association in this paragraph shall be cumulative of, and shall be in addition to, all other remedies and powers of the Association.

Section 9. Foreclosure: Upon compliance with the notice provisions set forth hereinbelow, the Association may foreclose the assessment lien against any Lot. Each Owner by his acceptance of a deed to a Lot expressly vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Section 51.002 of the Property Code of the State of Texas, and each Owner by acceptance of a deed to a Lot expressly grants to

the Association a power of sale in connection with said lien. The lien herein provided for shall be in favor of the Association for the benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder.

Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Kerr County. Said notice of claim must recite a good and sufficient legal description of any such Lot, the record owner or reputed owner thereof, the amount claimed (which may, at the Association's option, include any late charge and interest on the unpaid assessment as herein provided, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas, as the same may be amended from time to time, or in any

other manner permitted by law. The Association, through duly authorized agents and on behalf of the Owners, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, mortgage and convey the same as hereinabove provided.

Section 10. Subordination of the Lien to Mortgages: The lien for assessments provided for herein shall be superior to all other liens and charges against said Lot except only for tax liens, liens for purchase money and/or development costs and all first deed of trust liens of record (which shall not include a deed of trust that secures a debt secured by a first deed of trust lien, including "wraparound" and "all inclusive" financing), which liens for such purposes shall be superior to the assessment liens herein provided with the understanding that assessments subsequent to a foreclosure or conveyance in lieu of foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. The Association shall have the power to subordinate the assessment lien to any other lien, and to extinguish such lien and the underlying debt, such powers being entirely within the discretion of the Association. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien therefor, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

Section 11. Insurance: The Association, or its duly authorized agent, shall have the authority to and shall obtain a

broad form public liability policy covering all the Common Area, and all damage or injury caused by the negligence of the Association or any of its employees or agents. Such comprehensive public liability policy shall have coverage in amounts as determined from time to time by the Board of Directors of the Association for personal injury and/or property damage; and also shall contain a clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner. The Association also may obtain and maintain fidelity insurance for the acts of its directors, officers, manager, volunteers and employees responsible for the handling of funds collected by the Association as provided herein, which shall be in an amount determined from time to time by the Board of Directors. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written the name of the Association as the insured for the benefit of the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance.

Section 12. Board of Directors: The affairs of the Association shall be managed by the Board of Directors of the Association, as provided in the Bylaws of the Association. The initial Board of Directors of the Association shall be appointed by Declarant. Unless delegated to the members of the Association



by this Declaration or by law, the Board of Directors shall be empowered to act for the Association in the exercise and performance of all its duties, powers and responsibilities.

Section 13. Meeting and Voting: The manner of meeting and voting of the Association shall be governed by the by-laws thereof.

#### ARTICLE V

##### WATER SYSTEM

Declarant has reserved unto itself and its successors and designated assigns the water storage facilities situated on Lot 11-A, Block D of the Original Plat and a part of Lot 6, Block B of the Replat, the water well facilities situated on the Common Area of Block C of the Original Plat and a part of Lot 4, Block B of the Replat, and all water distribution lines and systems, including all water storage and water well equipment and related facilities providing water service to the Property. The providing of water to the Lots and the Property and the charges therefor are not subject to this Declaration. No part of such water storage and distribution system or any income therefor is or shall be owned in whole or in part by the Association or any Owner other than Declarant and its successors and designated assigns and any such assignee's heirs, personal representatives, successors or designated assigns.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement: The Association, Declarant, the

Committee, or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Member's Easement of Enjoyment: Every member of the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, that only the Owners of Lots in Classes A and B shall have the right or easement to the use and enjoyment of (1) the Common Area recreational facilities in Block A of the Original Plat and the Replat or (2) the Common Area in Block F of the Original Plat (to be reduced to only Lot 2, Block C of the Replat). All such rights and easements shall be subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use any recreational facility or Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations

which rules and regulations may be adopted by resolution of the Board of Directors from time to time.

(b) The right of the Association to dedicate or transfer (i) all or any part of the Common Area (except Lot 2, Block C of the Replat) to any public agency, authority, or utility or (ii) all or part of Lot 5, Block B of the Replat to any party; all for such purposes and subject to such conditions as may be agreed to by the members as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the members agreeing to such dedication or transfer has been filed of record in the Real Property Records of Kerr County, Texas, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days in advance of any action taken, and unless "Lienholder" (as defined herein) has agreed in writing to such dedication and transfer as herein provided in Section 13 of this Article VI.

(c) The right of the Association to make rules and regulations concerning the use by members of the Common Area, all on such terms as the Board of Directors of the Association may determine, including without limitation the right of the Association to institute regulations and rules with respect to (i) the number of permitted guests or tenants of an Owner (or their invitees) and (ii) the construction of any storage facilities and also to charge for the use of Lot 5, Block B of the Replat or portions thereof for storage purposes.

(d) The right of the Association to collect and disburse funds as set forth in Article IV.

(e) The right of the Association to borrow money as necessary or desirable to perform its functions hereunder, and to mortgage and/or pledge the Common Area and improvements thereon, accounts receivable and assessment liens as security for such loans upon the approval thereof by members entitled to cast two-thirds (2/3rds) of the votes of the Association and upon the approval by the "Lienholder" (as defined herein) as provided in Section 13 of this Article VI; provided, however, that the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

(f) The right (but not the obligation) of the Association to adopt, implement and maintain for the Property a private security system, a garbage collection system and an exterior lighting system for all private streets, consistent with applicable laws.

(g) The right of the Association to establish rules and regulations governing traffic and parking on the private streets and parking areas within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations.

(h) The right of the Association to regulate noise within the Property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise.

(i) The right of the Association to control the visual attractiveness of the Property.

Section 4. Transfer of Common Area: The Common Area as shown on the Replat will be conveyed by Deed to the Association within five (5) days after recordation of the Replat. No transfer of the Common Area as shown on the Original Plat will be made to the Association.

Section 5. Delegation of Use: Subject to the by-laws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities only to resident members of his family, and tenants (daily, weekly or otherwise) and their families and guests, and contract purchasers who reside on the Property, subject to such rules, regulations and limitations as may be imposed by the Board of Directors..

Section 6. Reimbursement by the Association: In the event that the Declarant bears any cost and expense, on behalf of the Association, incident to and necessary to effectuate the performance and discharge by the Association of its duties, obligations and responsibilities hereunder, then Declarant may be reimbursed the full amount of the direct expense incurred, upon demand by Declarant after the Association shall have collected sufficient assessments from the Owners with which to reimburse Declarant therefor.

Section 7. Amendment: The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty-five (35) years from the date this Declaration becomes

effective, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-five (35) year period or during any extension period by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots within the Property. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed of record in the Real Property Records of Kerr County, Texas.

Section 8. Amendment by Declarant: The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error or ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 9. Annexation: Additional property and Common Area may be annexed to the Property with the consent of two-thirds (2/3rds) of the membership of the Association.

Section 10. Interpretation: If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then

the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 11. Omissions: If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 12. Severability: If any one or more of the provisions of this Declaration are declared unenforceable in whole or in part, the remainder of this Declaration shall not be affected thereby and shall remain in full force and effect.

Section 13. Joinder by Lienholder: The undersigned FIRST NATIONAL BANK OF KERRVILLE (said First National Bank of Kerrville, its successors and assigns, being herein sometimes called "Lienholder") joins herein solely for the purpose of subordinating the purchase money liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by the Declarant with, however, the stipulations that (A) such subordination does not extend to any lien or charge imposed by or provided for in this Declaration, (B) until the existing purchase money liens in favor of Lienholder have been fully and finally released of record, no action may be taken by the Association under Sections 3(b) or 3(e) of this Article VI without the prior written consent of Lienholder.

Section 14. Notice of Private Streets: All streets in the Property are private streets and constitute a part of the Common Area owned or to be owned by the Association, subject to elimination and reduction thereof pursuant to the Replat. Neither Kerr County, Texas nor any other governmental agency has any responsibility for the repair, improvement, or maintenance of said streets. The responsibility for same is upon the Association, as provided hereinabove.

#### ARTICLE VII

##### DISPUTE RESOLUTION

In the event there is any dispute by and between two (2) or more Lot Owners, or by and between any Lot Owner and the Declarant, or by and between any Lot Owner and the Association, or by and between any Lot Owner and the Committee, such dispute shall be settled by the specific provisions of these Covenants, Conditions and Restrictions. If there is no such specific provision to settle the controversy then the decision of the Board of Directors of the Association shall be fully and finally binding upon all interested parties and/or entities. In the case of issues not specifically covered by this Declaration, the Association may establish written procedures whereby any and all such disputes may be presented by both sides of the parties on the issue or issues, and such procedures to further provide for the settling of all such disputes and/or controverted issues, which decision shall be final and binding on all interested parties.



This Declaration shall be effective upon the earlier of (i) execution of same by Declarant and reference to the same in any Deed from Declarant to an Owner, or (ii) when the same is filed of record in the Real Property Records of Kerr County, Texas.

EXECUTED this 7th day of May, 1991.

FILED FOR RECORD

at 4:15 o'clock P.M.

MAY 8 1991

PATRICIA DYE

Clerk County Court, Kerr County, Texas

CAMP LAJUNTA, INC.

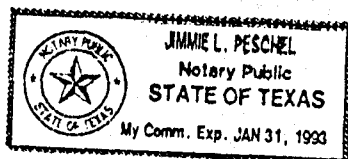
By:

Lawrence L. Graham  
LAWRENCE L. GRAHAM, President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 7th day of May, 1991, by LAWRENCE L. GRAHAM, President of CAMP LAJUNTA, INC., a Texas corporation, on behalf of said corporation.



Jimmie L. Peschel  
Notary Public, State of Texas

FIRST NATIONAL BANK OF KERRVILLE, the holder of liens against the Property, hereby subordinates all liens held by it to the covenants, conditions and restrictions of the foregoing Declaration; provided, however, that nothing contained herein shall be construed (A) to extend such subordination to any lien or charge imposed by or provided for in the Declaration, or (B) to impair the rights of the undersigned, its successors or assigns, under Section 13 of Article VI of the Declaration.

FIRST NATIONAL BANK OF KERRVILLE

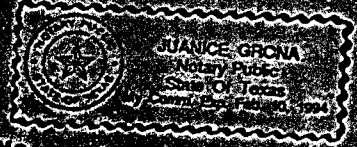
By:

Name: Don C. Kendrick, Jr.

Title: Executive Vice President

THE STATE OF TEXAS      S  
COUNTY OF KERR      S

This instrument was acknowledged before me on this the 11th  
day of May, 1991, by Don C. Kendrick, Jr.  
Executive Vice President of FIRST NATIONAL BANK OF KERRVILLE,  
a national banking corporation, on behalf of said corporation.



Juanae Grova  
Notary Public, State of Texas

35EDMA

After recording, return to:  
 Wallace, Maaty, Mackaron, Jackson, Williams  
 820 Main, Ste 100  
 Kerrville, TX 78028

FIDELITY ABSTRACT AND TITLE CO.  
 Ph 896-4311 Kerrville, Texas

RECORDED IN Real Property  
 FILE DATE: May 8, 1991  
 FILE TIME: 4:15 O'CLOCK P M  
 VOL 591 PAGE 433  
 RECORDING DATE

MAY 08 1991



PATRICIA DYE  
 COUNTY CLERK, KERR COUNTY  
 BY William Bruce  
 Deputy

Any provisions herein which restricts the sale, rental or use of the described real 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 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

MAY 08 1991



Patricia Dye  
 COUNTY CLERK, KERR COUNTY, TEXAS

AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

HUNT ON-THE-RIVER SUBDIVISION

STATE OF TEXAS ||

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR ||

WHEREAS, on May 8, 1991, Camp La Junta, Inc., as DECLARANT, filed the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Hunt On-The-River Subdivision in the Real Property Records of Kerr County, Texas, recorded in Volume 591, commencing on Page 433, and

WHEREAS, in accordance with SECTION 7 thereof, the owners of not less than 75 % of the Lots within the property covered by said DECLARATIONS do hereby change those DECLARATIONS, as evidenced by their signatures hereto affixed. ARTICLE II, USE RESTRICTIONS, SECTION 1, is hereby changed to read as follows:

Section 1: Single Family Residential Construction:

No building shall be erected, altered or permitted to remain on (a) any Lot in Block A of the Original Plat or of the Replat (b) or on Lot 1-A of Block E of the Original Plat ( or any resubdivision thereof ) or (c) on Lots 1, 3 and 4, Block B of the Replat ( or any resubdivision thereof ) or (d) Lots 1 and 3, Block C of the Replat ( or any resubdivision thereof ) other than one single family residential dwelling not exceeding two (2) stories in height, which may have a private garage, but no carport, for not more than three (3) cars and a Bona Fide servant's quarters, which structures shall not exceed the main dwelling in height and which shall become and be made a part of the main dwelling, and which structures shall be occupied only by members of the family occupying the main dwelling on the building site or by domestic servants employed full-time on the premises and no room or rooms in the main dwelling or any addition thereto shall be rented or leased. Any leasing or rental of the main dwelling, in its entirety, shall be for a term of not less than one (1) year and shall be limited to one family or to not more than two (2) adult persons and no residence can be rented or leased on a daily, weekly or monthly basis. Construction of any single family residence or addition thereto, which is approved in writing by the Architectural Control Committee, as provided for in Section 4 hereof, shall commence and be completed in a timely manner, but in no event shall such construction period extend beyond nine (9) months from the date of such written approval by the Committee.

This Amendment shall be effective on the date when filed in the Real Property Records of Kerr County, Texas.

Executed as of the dates written below ||

Camp La Junta, Inc.

By:

Lawrence L. Graham, President

John L. & Patricia H. Weller

By:

John L. Weller

By:

Patricia H. Weller

AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

HUNT ON-THE-RIVER SUBDIVISION  
Continued from Page 1

Robert J. & Lorna F. Walker

By: Robert J. Walker

By: Lorna F. Walker  
Lorna F. Walker

Leonard G. & Marguerite J. Graning

By: Leonard G. Graning

By: Marguerite J. Graning

Michael D. & Sarah Matheny

By: Michael D. Matheny

By: Sarah Matheny

Kevin Bobb, Trustee

By: Kevin Bobb

Loy L. & Therese M. Cowell

By: Loy L. Cowell

By: Therese M. Cowell  
Therese M. Cowell

Lee M. Hilliard

By: Lee M. Hilliard

Delmar & Sherrie Hiller

By: Delmar Hiller

By: Sherrie Hiller

THE STATE OF TEXAS {}

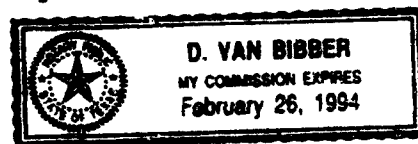
COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day appeared Loy L and Therese M. Cowell, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 1993

D. Van Bibber

Notary Public



THE STATE OF TEXAS {}

COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day appeared Delmar and Sherrie Hiller, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS {}

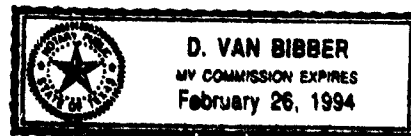
COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day appeared Robert J. and Lorna F. Walker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 1993

D. Van Bibber

Notary Public



THE STATE OF TEXAS {}

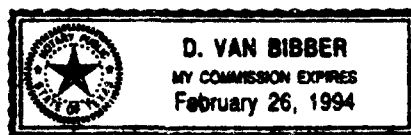
COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE L. GRAHAM, President of Camp La Junta, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 1993

D. Van Bibber

Notary Public



THE STATE OF TEXAS {}

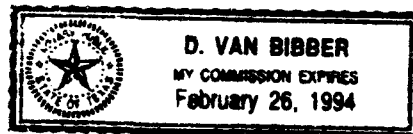
COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day personally appeared John L. and Patricia H. Weiler L. known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 1993

D. Van Bibber

Notary Public



THE STATE OF TEXAS {}

COUNTY OF KERR {}

BEFORE ME, the undersigned authority, on this day appeared Michael D. and Sarah Matheny, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

HUNT ON-THE-RIVER SUBDIVISION  
Continued from Page 1

Robert J. & Lorna F. Walker

By: Robert J. Walker

By: Lorna F. Walker

Leonard G. & Marguerite J. Graning

By: Leonard G. Graning

By: Marguerite J. Graning  
Marguerite J. Graning

Michael D. & Sarah Matheny

By: Michael D. Matheny

By: Sarah Matheny

Kevin Bobb, Trustee

By: Kevin Bobb

Loy L. & Therese M. Cowell

By: Loy L. Cowell

By: Therese M. Cowell

Lee M. Hilliard

By: Lee M. Hilliard

Delmar & Sherrie Hiller

By: Delmar Hiller

By: Sherrie Hiller



THE STATE OF TEXAS {}

COUNTY OF BEXAR {}

BEFORE ME, the undersigned authority, on this day appeared Lee M. Hilliard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of November, 1993

---

Notary Public

THE STATE OF COLORADO {}

COUNTY OF {}

BEFORE ME, the undersigned authority, on this day appeared Kevin Bobb, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of November, 1993

---

Notary Public


THE STATE OF FLORIDA {}

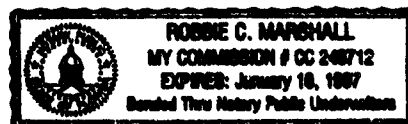
COUNTY OF Escambia {}

BEFORE ME, the undersigned authority, on this day appeared Leonard G. and Marguerite J. Graning, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of November, 1993

Affiants are known to me personally.

  
Robbie C. Marshall  
Notary Public



AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

HUNT ON-THE-RIVER SUBDIVISION  
Continued from Page 1

Robert J. & Lorna F. Walker

By: \_\_\_\_\_  
Robert J. Walker

By: \_\_\_\_\_  
Lorna F. Walker

Leonard G. & Marguerite J. Graning

By: \_\_\_\_\_  
Leonard G. Graning

By: \_\_\_\_\_  
Marguerite J. Graning

Michael D. & Sarah Matheny

By: \_\_\_\_\_  
Michael D. Matheny

By: \_\_\_\_\_  
Sarah Matheny

Kevin Bobb, Trustee

By: Kevin A. Bobb  
Kevin Bobb

Loy L. & Therese M. Cowell

By: \_\_\_\_\_  
Loy L. Cowell

By: \_\_\_\_\_  
Therese M. Cowell

Lee M. Hilliard

By: \_\_\_\_\_  
Lee M. Hilliard

Delmar & Sherrie Hiller

By: \_\_\_\_\_  
Delmar Hiller

By: \_\_\_\_\_  
Sherrie Hiller

THE STATE OF TEXAS {}

COUNTY OF BEXAR {}

BEFORE ME, the undersigned authority, on this day appeared Lee M. Hilliard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

THE STATE OF COLORADO {}

COUNTY OF Summit {}

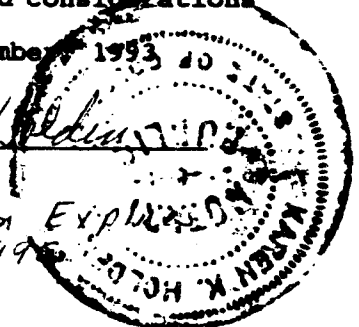
BEFORE ME, the undersigned authority, on this day appeared Kevin Bobb, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>TH</sup> day of November, 1993

\_\_\_\_\_  
Notary Public

My Commission Expires

August 9, 1995



THE STATE OF FLORIDA {}

COUNTY OF {}

BEFORE ME, the undersigned authority, on this day appeared Leonard G. and Marguerite J. Graning, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

HUNT ON-THE-RIVER SUBDIVISION  
Continued from Page 1

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By: Marguerite J. Graning

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By: Michael D. Matheny

By: Sarah Matheny

Kevin Bobb, Trustee

By: Kevin Bobb

Loy L. & Therese M. Cowell

By: Loy L. Cowell

By: Therese M. Cowell

Lee M. Hilliard

By: Lee M. Hilliard  
Lee M. Hilliard

Delmar & Sherrie Hiller

By: Delmar Hiller

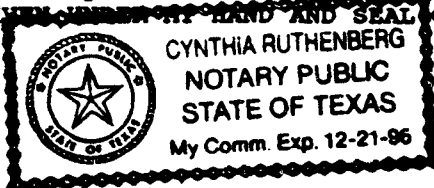
By: Sherrie Hiller

THE STATE OF TEXAS {}

COUNTY OF BEXAR {}

BEFORE ME, the undersigned authority, on this day appeared Lee M. Hilliard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, 1993



*Cynthia L. Ruthenberg*  
Notary Public

THE STATE OF COLORADO {}

COUNTY OF {}

BEFORE ME, the undersigned authority, on this day appeared Kevin Bobb, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

THE STATE OF FLORIDA {}

COUNTY OF {}

BEFORE ME, the undersigned authority, on this day appeared Leonard G. and Marguerite J. Graning, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of November, 1993

\_\_\_\_\_  
Notary Public

11  
5  
1  
1.50  
28.50

FILED FOR RECORD  
at 1:56 o'clock P.M.

JAN 24 1997

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
*Patricia Dye* Deputy

Return to: Leonard Graning  
P.O. Box 136  
Hunt, TX 78024

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
REPRODUCTION DUE TO DEPTH & DARKNESS OF  
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Provisions herein which relate to the sale, rental or use of any described property  
because of order or state in health and unenforceable under Federal Law.  
THE STATE OF TEXAS )  
COUNTY OF KERR )  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and at the time stamped herein by me and was only RECORDED in the  
Official Public Record Real Property of Kerr County, Texas on

JAN 27 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

Record Real Property  
VOL 884 PG 590

RECORDING DATE

JAN 27 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY