

3-28-08

HIGHRIDGE AT RHILL SEC 2  
RESTRICTIONS

Volume 555, Page 66, Volume 555, Page 93 and Volume 652, Page 686, Real Property Records of Kerr County, Texas; Volume 6, Page 184, Plat 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.

OTHER EXCEPTIONS

- Easement to Texas Power & Light Company dated July 2, 1929, recorded in Volume 50, Page 330, Deed Records of Kerr County, Texas.
- Easement to Kerrville Municipal Utility District dated May 29, 1982, recorded in Volume 14, Page 118, Easement Records of Kerr County, Texas.
- Electric Line Easement and Right-Of-Way to L.C.R.A., dated December 23, 1983, recorded in Volume 18, Page 472, Easement Records of Kerr County, Texas.
- Water and Sewer Easement to the City of Kerrville, dated March 13, 1987, recorded in Volume 23, Page 843, Easement Records of Kerr County, Texas.
- Overhang Easements and Building Set Back Lines as per the Restrictions recorded in Volume 555, Page 66, Real Property Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 6, Page 184, Plat Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor of first deed",ST1,6} to {PR,"insert grantee for first deed",ST1,6}, dated {PR,"insert date of first deed",DT2,6}, recorded in Volume {PR,"insert volume number of first deed",IN1,6}, Page {PR,"insert page number of first deed",IN1,6}, {PR,"insert record type of first deed",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



ADDITIONAL CERTIFICATE OF AUTHENTICATION AND DEDICATION

THE STATE OF TEXAS, KNOW ALL MEN BY THESE PRESENTS THAT HIGHPOINT AT RIVERHILL, A TEXAS CORPORATION, BY ITS OFFICERS AND ATTORNEYS-IN-FACT, HAS BEEN COMMITTED AND APPOINTED LANDLORD, ATTORNEY-IN-FACT, IN PLACE AND STAYED FOR.

1. CHARLES W. TOTTI (TOTTI), OWNER OF LOT 24, BLOCK TWO, AS SHOWN HEREON, AND:

2. L. BRIANT WILLIAMS, JR. AND WIFE, SHERON J. WILLIAMS (WILLIAMS), OWNER OF LOT 25, BLOCK TWO, AS SHOWN HEREON, AND:

AS ATTORNEY-IN-FACT FOR TOTTI AND WILLIAMS DOES HEREBY ADOPT THE PLAT HEREON SHOWN AS HIGHPOINT AT RIVERHILL, SECTION TWO, AND DOES HEREBY DEDICATE ALL RIGHTS TO THE PUBLIC USE AS WATER AND WETLAND OWNERS THE EASEMENTS AS SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN HEREBY.

IN WITNESS WHEREOF, I, DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, HAVE HEREON SET MY HAND AND SEAL OF OFFICE THIS 29th DAY OF APRIL, 1994.

*David M. Cummings, Jr.*

CHARLES W. TOTTI, BY HIS ATTORNEY-IN-FACT, HIGHPOINT AT RIVERHILL, CORPORATION, BY AND THROUGH ITS DULY AUTHORIZED PRESIDENT, DAVID M. CUMMINGS, JR., HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION

*David M. Cummings, Jr.*  
DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AS ATTORNEY-IN-FACT FOR CHARLES W. TOTTI

*L. Bryant Williams, Jr.*  
L. BRIANT WILLIAMS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AS ATTORNEY-IN-FACT FOR SHERON J. WILLIAMS

BY HIS ATTORNEY-IN-FACT, HIGHPOINT AT RIVERHILL, CORPORATION, BY AND THROUGH ITS DULY AUTHORIZED PRESIDENT, DAVID M. CUMMINGS, JR., HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION

*David M. Cummings, Jr.*  
DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AS ATTORNEY-IN-FACT FOR L. BRIANT WILLIAMS, JR.

*David M. Cummings, Jr.*  
DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AS ATTORNEY-IN-FACT FOR SHERON J. WILLIAMS

SHERON J. WILLIAMS, PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, BY AND THROUGH ITS DULY AUTHORIZED PRESIDENT, DAVID M. CUMMINGS, JR., HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION

*David M. Cummings, Jr.*  
DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AS ATTORNEY-IN-FACT FOR SHERON J. WILLIAMS

THE STATE OF TEXAS, BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY, I HAVE PERSONALLY KNOWN DAVID M. CUMMINGS, JR., PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AND SHERON J. WILLIAMS, PRESIDENT OF HIGHPOINT AT RIVERHILL, CORPORATION, A TEXAS CORPORATION, AND I HAVE BEEN DULY INFORMED BY THEM OF THE CONTENTS OF THE FOREGOING INSTRUMENT, AND I HAVE BEEN DULY INFORMED BY THEM OF THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF APRIL, A.D. 1994.

*Betty B. Blum*  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 10/1/97



I HEREBY CERTIFY THAT THE SUBDIVISION PLAT ENTITLED HIGHPOINT AT RIVERHILL, SECTION TWO, WAS APPROVED BY THE CITY OF KERRVILLE, TEXAS, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

DATE 5-12-94

*Attest*

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT ENTITLED HIGHPOINT AT RIVERHILL, SECTION TWO, WAS APPROVED BY THE CITY OF KERRVILLE, TEXAS, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

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DATE 5-12-94

*Attest*

HIGHRIDGE AT RIVERHILL SECTION TWO	
DEVELOPER:	HIGHPOINT AT RIVERHILL, INC.
	100 FAIRWAY DR., KERRVILLE, TEXAS 78625
	DOMINGUEZ & ASSOCIATES, INC.
	609 SIDNEY BAKER ST. - KERRVILLE, TEXAS 78625
SCALE 1" = 100 FEET	APRIL 1994 SHEET 2 OF 2

6059

SECOND AMENDMENT TO HIGHPOINTE AT RIVERHILL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, HIGHPOINTE AT RIVERHILL CORPORATION, a Texas corporation, ("DECLARANT"), caused to be filed a certain document entitled HIGHPOINTE AT RIVERHILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION") which DECLARATION is dated June 29, 1990, and is of record in Volume 555, Page 66 of the Real Property Records of Kerr County, Texas and which DECLARATION burdens and encumbers certain real property ("PROPERTY") situated in Kerr County, Texas which was owned by DECLARANT; said PROPERTY being more particularly described in Exhibit A attached to said DECLARATION which description of the PROPERTY is incorporated herein for all purposes as if copied herein verbatim; and

WHEREAS, on June 29, 1990, DECLARANT caused to be filed a document entitled FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHPOINTE AT RIVERHILL, ("FIRST AMENDMENT"); said FIRST AMENDMENT of record in Volume 555, Page 93, Real Property Records of Kerr County, Texas; and

WHEREAS, on June 29, 1990, DECLARANT caused to be filed a plat for a subdivision known as HIGHPOINTE AT RIVERHILL, ("SUBDIVISION"), said SUBDIVISION of record in Volume 6, Page 30 of the Plat Records of Kerr County, Texas, said SUBDIVISION consisting of 26.79 acres out of the PROPERTY described in the DECLARATION; and

WHEREAS, the DECLARATION provided in ARTICLE X thereof that the DECLARATION could be amended or changed in whole or in part by (i) the affirmative vote of the owners of legal title to fifty-one percent (51%) of the lots and (ii) written approval of DECLARANT; and

WHEREAS, DECLARANT is the owner of legal title to fifty-one percent (51%) or more PROPERTY described in the DECLARATION and (ii) is the owner of fifty-one percent (51%) or more of the lots in the SUBDIVISION; and

WHEREAS, in order to enable DECLARANT to accomplish the development of the PROPERTY in a consistent manner and to further promote and enlarge upon the plan and scheme of development of a residential community as provided in the DECLARATION, DECLARANT desires to amend and modify the DECLARATION;

NOW THEREFORE, DECLARANT hereby declares that the DECLARATION be, and the same hereby is, amended as hereinafter provided and that the PROPERTY, including the 26.79 acres found

in the SUBDIVISION, is and shall be held, transferred, sold, conveyed and occupied subject to and encumbered by the covenants, conditions, restrictions, modifications and amendments hereinafter set forth.

Article III, Section 1, Paragraph (w) of the DECLARATION is hereby amended to hereafter read as follows:

(w) Walls Fences, Planters and Hedges. The following (as to any permitted wall, fence, planter or hedge) shall apply; No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than five (5) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Developer or the Architectural Control Committee, after its election, unduly interfere with the view from an adjoining lot.

Any lot that fronts on Texas State Highway 173 may install a wall and fence next to the property line on Texas State Highway 173 providing the wall and fence meets these specifications: The wall portion must be six foot in height, a minimum of 8" wide, with columns every 20 linear feet, the color on all sides be painted off white to match any wall that already exists. The construction material is to be concrete block with stucco facing the highway side. The wall is to have a concrete foundation of adequate depth to support the wall. Adjoining the wall are iron bars, a total of 6 feet high, and 20 linear feet. The spacing is 10" between bars. The bars are to be painted dark brown to match any wall already constructed. The bar portion is to be at the option of owner. The owner may substitute additional solid wall as per specs above. No other fencing will be allowed other than this on the north side of any lot that has frontage on Hwy. 173.

The terms, covenants, conditions and restrictions contained in the DECLARATION and in the FIRST AMENDMENT shall continue in full force and affect except as herein specifically amended or modified. In the event of conflict between the terms, conditions and provisions of this SECOND AMENDMENT TO HIGHPOINTS AT RIVERHILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and the DECLARATION or the FIRST AMENDMENT, the terms, conditions

and provisions of this SECOND AMENDMENT TO HIGHPOINTE AT RIVERHILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall control.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed in its name and on its behalf by officers duly authorized on July 10, 1992.

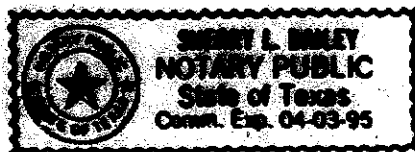
HIGHPOINTE AT RIVERHILL CORPORATION,  
a Texas corporation

By: [Signature]  
DAVID CUMMINGS, JR., President

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on July 10, 1992, by DAVID M. CUMMINGS, JR., President of HIGHPOINTE AT RIVERHILL CORPORATION, a Texas corporation, on behalf of said corporation.



Sherry L. Bailey  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

Notary's Printed Name

FILED FOR RECORD

on 10:55 o'clock AM

AUG 25 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
[Signature]

*filed by & return to.  
High Pointe at Riverhill  
190 Scurry Dr.  
Kerrville, Tex 78028*

RECORDED IN Real Property  
 FILE DATE: Aug 25, 1992  
 FILE TIME: 12:35 O'CLOCK A M  
 VOL. 652 PAGE 686  
 RECORDING DATE

AUG 25 1992



PATRICIA DYE  
 COUNTY CLERK, KERN COUNTY

BY Patricia Dye  
 Deputy

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 KERN

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 duly RECORDED in the Official Public records of Real Property of Kern County, Texas on

AUG 25 1992



Patricia Dye  
 COUNTY CLERK, KERN COUNTY, TEXAS

HIGHPOINTE AT RIVERHILL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made this 29th day of June, 1990 by the Highpointe at Riverhill Corporation a Texas Corporation (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 the Highpointe at Riverhill Corporation a Texas Corporation, and the successors and assigns of Declarant's rights and powers hereunder.

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

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

E. "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.

I. "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot; 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.

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 no-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. Lot 1, Block 1 and Lot 1, Block 2 (commercial lots) are excluded and exempt from this covenant.

(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 anything 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 and residential nameplates may be placed and maintained in conformity with such common specification, 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 oilwells, surface tanks, tunnels, or mineral excavation 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 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.

(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. Lot 1, Block 1 and Lot 1, Block 2 (commercial lots) are excluded and excepted from this covenant.

(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.

(w) Walls, Fences, Planters and Hedges. The following (as to any permitted wall, fence, planter or hedge) shall

apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than five (5) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Developer or the Architectural Control Committee, after its election, unduly interfere with the view from an adjoining lot.

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

(y) Firearms. No Lot or other portion of Highpoints at Riverhill shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

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

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

(a) Use, Size and Composition. No building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. Lot 1, Block 1 and Lot 1, Block 2 are excluded and excepted from this covenant.

(b) 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 thereof 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.

(c) Setback. No building shall be located on any Lot nearer to the front street line than twenty-five (25) feet or nearer to the street side line than fifteen (15) feet or nearer to the rear Lot line than twenty-five (25) feet, unless approval therefor is granted by the Declarant or Committee in the case of unusual Lot location, terrain or configuration. Subject to the provisions of Paragraph (d), no building shall be located nearer than six (6) feet to an interior side Lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall be considered as a part of a building. Additionally with regard to those Lots which are adjacent to State Highway No. 173, no buildings shall be located nearer to State Highway No. 173 right-of-way line than fifty (50) feet.

(d) Lot Consolidation. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site or portion of a Lot to be used as a building site must have a frontage at the building set-back line of not less than the frontage of the narrowest Lot in the same block. Any such composite building site (or building site resulting from the remainder of one or more Lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supercede any contrary provision in the subdivision plat). Any modification of a building site (changing such building site from either a single Lot building site or from a multiple whole Lot building site), whether as to size or configuration, may be made only with the prior written approval of the Declarant until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "Lot" for all purposes hereunder, except,

however, that for purposes of voting for the Committee (as provided under Paragraph 2.b. above), an owner shall be entitled to one (1) vote for each whole Lot within such owner's building site.

(e) Use. All Lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No Lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited. Lot 1, Block 1 and Lot 1, Block 2 are excluded and excepted from this covenant in that such commercial lots may be used for any commercial use permitted under the zoning classification that they are zoned.

(f) 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.

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

(h) 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 of the Property to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer, owner or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

Section 4: Construction of Covenants. Nothing herein stated



shall be construed as preventing an Owner from combining two or more adjacent and contiguous Lots and building thereon a Dwelling Unit.

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

#### ARTICLE IV

##### IMPROPER MAINTENANCE BY OWNER

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

#### ARTICLE V

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

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

shall file of record with the County Clerk of Kerr County, Texas, an appropriate release of any Maintenance Lien previously filed against the Lot and the Dwelling Unit thereon for such Maintenance Cost. The Maintenance Lien shall be for the sole benefit of Declarant and its successors and assigns.

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

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

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

#### ARTICLE VI

#### RIGHTS AND POWERS

Section 1: Declarant as Enforcing Body. The Declarant, as the agent and representative of the Owners, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Declarant shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any Owner may enforce this Declaration on behalf of the Declarant by any appropriate action, whether at 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: Cost 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 twelve percent (12%) per annum, the Declarant's reasonable costs 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.

Section 5: Transfer of Functions of the Declarant. The Declarant may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Declarant hereunder (including the matters relating to Maintenance Costs and Maintenance Liens and relating to the Architectural Control Committee). Any such delegation of authority and duties shall serve to automatically release the Declarant from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Real Property Records of Kerr County, Texas, and joined in by the Declarant and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1: Approval Required. No building, fence, wall, sign, walkway, roadway, landscaping, exterior light or other

fixture, 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 specification showing the nature, kind, shape, height, materials, color and location and other material attributes of the same shall have been submitted in writing 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.

**Section 2: Submission of Approval.** Any request for such approval shall be submitted to Declarant at 190 Fairway Drive, Kerrville, Texas, 78028, or at such other address as may from time to time be designated of record in the office of the County Clerk of Kerr County, Texas, with a copy to H. Ritman Jons, P.O. Box 472, Kerrville, Texas 78029, 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.

**Section 3: Delegation by Declarant.** 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.

**Section 4: Term.** All conveyances of the aforesaid property or any portion thereof, subsequent to the date hereof, whether by Declarant or by the successors or assigns of Declarant, shall be and remain subject to this reservation until the 31st day of December, 2024, unless said reservation is specifically released by Declarant or its successors or by the assignee of the power or of a part thereof to approve or disapprove hereby reserved. Any such release may be granted at any time as to all or any part of the aforesaid property and, notwithstanding any one or more of such

releases, the power hereby reserved shall remain in full force and effect as to the balance of the aforesaid property. No such release shall be effective unless in writing and recorded in the office of the aforesaid Recorder of Deeds.

#### 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 Stipulations. If subparagraph (a) is inapplicable, then:

(1) Payment to Trustee. 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, 2024. 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.

#### ARTICLE XI

##### 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 except that Declarant shall have the right to grant a variance to existing improvements located on said land provided that any subsequent improvements or additions to existing improvements shall be 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 except that all notices to Declarant must be in writing and deposited in the U.S. 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. All notices to Declarant must be in writing and by mail.

Section 8: Assignment. The rights and powers of the Declarant reserved herein may be assigned to any person or entity together with an interest in any portion of the aforesaid property, provided that such assignment pertains to all of the property in Declarant's name at the time of the assignment. Any such assignment must be expressed, in writing, and recorded in the Office of the aforesaid Recorder of Deeds. No such assignment shall be deemed to arise by implication.

Section 9: 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.

IN WITNESS WHEREOF, Highpointe at Riverhill Corporation, a Texas Corporation, 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.

HIGHPOINTE AT RIVERHILL CORPORATION,  
A TEXAS CORPORATION

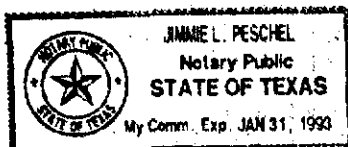
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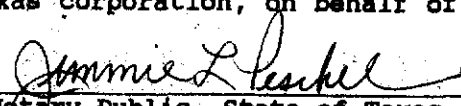
David M. Cummings, Jr.,  
President

STATE OF TEXAS \*

COUNTY OF KERR \*

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 1990, by David M. Cummings, Jr., President of Highpointe at Riverhill Corporation, a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas  
My Commission Expires: 1/31/93

PARCEL ONE: IN THIS DOCUMENT WHEN REFERRED TO

All of that certain 47.542 acre, more or less, tract of land situated in Kerr County, Texas, as more specifically described by metes and bounds as follows:

Being all of a certain tract or parcel of land containing 47.60 acres, more or less, out of William C. Francis Survey No. 146, Abstract No. 137, in the City of Kerrville, Kerr County, Texas; part of 54.94 acres conveyed from W. F. Roden to Robert Callaway Corporation by a Warranty Deed executed the 29th day of September, 1983 and recorded in Volume 284 at Page 45 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake for the north corner of the herein described tract and said 54.94 acre tract in the southwest right-of-way line of State Highway No. 173 (Bandera Highway), the southeast line of 12 acres conveyed to B. E. Breihan, et ux, from Walter C. Coleman, et ux, by a Warranty Deed with Vendor's Lien executed the 29th day of October, 1929 and recorded in Volume 51 at Page 645 of the Deed Records of Kerr County, Texas; which point bears, approximately, 2118 ft. N.33° 30'W. and 933.54 ft. S.44° 40'W. from a point said to be the east or lower river corner of said Survey No. 146;

THENCE, with a fence along the common line between said 54.94 acres and said 12 acres, S.45° 20'W., at 28.0 ft. passing under an overhead electrical line entering the property from the north, then continuing for a total distance of 545.42 ft. to a fence cornerpost marked with a 1/2" iron stake at the south corner of said 12 acres;

THENCE, with or near a fence along the northwest line of said 54.94 acres, S.44° 48'W. at 87.57 ft. passing 0.16 ft. southeast of a 5/8" iron pipe in concrete, at 238.93 ft. passing 1.16 ft. southeast of a fence angle post, at 420.70 ft. passing 0.39 ft. northwest of a 1 1/4" iron pipe, then continuing for a total distance of 660.57 ft. to a 3/4" iron stake for the northwest corner of the herein described tract;

THENCE, upon, over and across said 54.94 acre tract, S.12° 19'E., 1031.26 ft. to a 3/4" iron stake in its south line for the southwest corner of the herein described tract;

THENCE, along the said south line of 54.94 acre tract: with a fence N.82° 55'E. 773.29 ft. to a fence cornerpost marked with a 1/2" iron stake; partly along a fence, S.45° 37'E., at 615.7 ft. passing the end of said fence, at 675.3 ft. passing the centerline of a 10 ft. wide sanitary sewer easement granted to Kerrville Municipal Utility District from W. F. Roden and recorded in Volume 14 at Page 118 of the Easement Records of Kerr County, Texas, then continuing for a total distance of 724.28 ft. to a 5/8" iron stake at the edge of a concrete tennis court slab for the southerly southwest corner of the herein described tract, the northwest corner of a certain 0.01 acre tract conveyed from Robert Callaway Corporation to Riverhill Club, Inc. by a Deed executed the 6th day of March, 1986 and recorded in Volume 366 at Page 583 of the Real Property Records of Kerr County, Texas;

THENCE, upon, over and across said 54.94 acre tract with the north line of said 0.01 acre tract, N.89° 31'E., along the edge of said concrete tennis court, 36.15 ft. to a 3/4" iron stake in its east line, the west line of certain 9.74 acre tract conveyed from W. F. Roden to Cowboy Artists of America Museum Foundation by a Warranty Deed executed the 28th day of September, 1991 and recorded in Volume 254 at Page 564 of the Deed Records of Kerr County, Texas for the southeast corner of the herein described tract, the northeast corner of said 0.01 acre tract;

THENCE, with the common line between said 54.94 acre tract and 9.74 acre tract: N.08° 05'W. at 73.9 ft. passing the centerline of said sanitary sewer easement, then continuing for a total distance of 705.21 ft. to a 1/2" iron stake; and N.40° 08'E. 570.55 ft. to a 1/2" iron stake in a fence, the southwest right-of-way line of said State Highway No. 173 for the east corner of the herein described tract and 54.94 acre tract, the north corner of said 9.74 acres;

THENCE, with said fence along the northeast line of said 54.94 acres and southwest right-of-way line of said State Highway No. 173, S.40° 23'W., at 618.2 ft. passing under an overhead telephone line entering the property from the north, then continuing for a total distance of 1564.26 ft. to the PLACE OF BEGINNING, containing 51.56 acres of land, more or less, within these metes and bounds; LESS HOWEVER, 3.96 acres of land comprising three tracts, FIRST 0.72 acre conveyed to Vernon L. Hatch from Robert L. Stanz and recorded in Volume 155 at Page 157, SECOND 1.517 acres conveyed to Jules W. Dupuy from Harry Holliday and recorded in Volume 162 at Page 739 and THIRD 1.725 acres conveyed to Lynn De Juan Abel from Katherine Shaffer Benson and recorded in Volume 169 at Page 392, all three conveyances recorded in the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

Beginning at an existing iron stake near a fence cornerpost at a common southerly corner for said SECOND and THIRD tracts, which point bears 911.25 ft. South and 143.12 ft. East from the North corner of the hereinabove described 58.90 acres;

Thence, along the boundary of said THIRD tract: S.83° 27'W. 192.17 ft. to an existing 1" iron pipe; N.62° 04'W. at 29.34 ft. passing the centerline of an unimproved road, at 53.33 ft. passing the centerline of a paved road, then continuing for a total distance of 122.44 ft. to a 5/8" iron stake set for the west corner of said THIRD tract; N.20° 37'E. at 207.46 ft. passing the face of a building approximately 4.2 ft. southeast of a corner of said building, then continuing through said building at 228.53 ft. exiting said building approximately 4.4 ft. southeast of another corner of said building, then continuing for a total distance of 305.15 ft. to an existing 1" iron pipe for the north corner of said THIRD tract; and S.63° 48'E. 267.14 ft. to an existing 1" iron pipe in a fence for the east corner of said THIRD tract in the northwest line of said SECOND tract;

Thence, with or near a fence along the boundary of said SECOND tract: N.24° 53'E. 69.33 ft. to an existing 1/2" iron stake for the north corner of said SECOND tract; S.57° 44'E. 188.92 ft. to an existing 1" iron pipe; S.47° 21'E. 67.77 ft. to an existing 1" iron pipe; and S.26° 41'E. 99.83 ft. to a common northerly corner for said SECOND and FIRST tract;

Thence, along the boundary of said FIRST tract: S.26° 41'E. partly along a fence 101.03 ft. to a fence anglepost marked with a 5/8" iron stake; with a fence S.18° 35'W. 103.23 ft. to a fence anglepost marked with a 5/8" iron stake; with a fence S.47° 02'W. 88.83 ft. to a fence anglepost marked with a 5/8" iron stake for the southeast corner of said FIRST tract; N.78° 15'W. 96.30 ft. to a fence end post marked with a 5/8" iron stake for the southwest corner of said FIRST tract; N.17° 44'E. at 46.6 ft. passing 1.5 ft. southeast of a chain link fence cornerpost, at 87.2 ft. passing 0.2 ft. southeast of another chain link fence cornerpost, at 107.7 ft. passing the south face of a rock fountain structure, then continuing for a total distance of 112.70 ft. to a nail set in concrete; N.01° 28'W. at 12.0 ft. passing the north face of said fountain, then continuing for a total distance of 38.42 ft. to a 5/8" iron stake; and E.27° 42'W. at 4.3 ft. passing the face of a rock curb, approximately 3 ft. northeast of its end, then continuing for a total distance of 37.49 ft. to a 5/8" iron stake set for a common southerly corner for said FIRST and SECOND tracts;

Thence, along the boundary of said SECOND tract: partly along a fence, S.69° 03'W. at 8.47 ft. passing the centerline of an unimproved road, then continuing for a total distance of 63.60 ft. to an existing 1" iron stake; with a fence, N.71° 22'W. at 92.19 ft. passing the centerline of an unimproved road, then continuing for a total distance of 169.81 ft. to the Place of Beginning, containing 3.96 acres (172,541 sq. ft.) of land, more or less, within these metes and bounds for said three tracts;

said 51.56 acres within the outside perimeter, less 3.96 acres within said three tracts, leaving a net of 47.60 acres of land, more or less; SAVE AND EXCEPT from the above described 47.60 acre tract of land the following described three tracts of land collectively comprising .058 acre, more or less, to-wit:

Tract 1 (.018 acre):

Being all of a certain tract or parcel of land containing 0.018 acre (775 square feet), more or less, out of William C. Francis Survey No. 146, Abstract No. 137, in the City of Kerrville, Kerr County, Texas; part of a certain 54.94 acre tract conveyed from W. F. Roden to Robert Callaway Corporation by a Warranty Deed executed the 29th day of September, 1983 and recorded in Volume 284 at Page 45 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 1" iron pipe for the east corner of the herein described tract, the north corner of a certain 1.75 acre tract conveyed from Katherine Shaffer Benson to Lynn DeJuan Abel, et ux, by a Warranty Deed with Vendor's Lien executed the 23rd day of July, 1976 and recorded in Volume 129 at Page 392 of the Deed Records of Kerr County, Texas; which point bears: 607.9 ft. South and 9.8 ft. West from a fence cornerpost, the north corner of said 54.94 acre tract; and, approximately, 1835 ft. West and 494 ft. North from a point said to occupy the east or lower river corner of said Survey No. 146;

THENCE, with the common line between said 54.94 acre tract and 1.75 acre tract, S.28°37'W., 155.15 ft. to a  $\frac{1}{2}$ " iron stake set for the south corner of the herein described tract;

THENCE, upon, over and across said 54.94 acre tract: N.61°23'W., 5.00 ft. to a  $\frac{1}{2}$ " iron stake for the west corner of the herein described tract; N.28°37'E., 154.93 ft. to a  $\frac{1}{2}$ " iron stake set for the north corner of the herein described tract; and S.63°48'E., 5.00 ft. to the PLACE OF BEGINNING.

Tract 2 (.01 acre):

Being all of a certain strip, tract or parcel of land out of Wm. C. Francis Survey No. 146, Abstract No. 137, in the City of Kerrville, Kerr County, Texas; part of 54.94 acres of land conveyed to Robert Callaway Corporation from W. F. Roden by a Warranty Deed executed the 29th day of September, 1983 and recorded in Volume 284 at Page 45 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron stake at or near a fence cornerpost for the most westerly corner of the herein described parcel, the southeast corner of a certain 1.517 acre tract of land conveyed to Jules W. Dupuy and wife Fritz Dupuy from Harry Holliday, et ux, by a Warranty Deed with Vendor's Lien executed the 11th day of April, 1973 and recorded in Volume 162 at Page 739 of the Deed Records of Kerr County, Texas, which point bears, approximately, 970 ft. S.45°W. and 1154 ft. N.45°W. from a point said to be the east or lower river corner of said Survey No. 146;

THENCE, N.69°03'E. 63.80 ft. along the common line between said Roden 54.94 acre tract and said Dupuy 1.517 acre tract to an existing 5/8" iron stake for the most northerly corner of the herein described parcel, the northwest corner of a certain 0.72 acre tract of land conveyed to Vernon L. Hatch and wife Ruth S. Hatch from Robert L. Stunz and wife Gloria Stunz by a deed dated the 25th day of April, 1972 and recorded in Volume 155 at Page 157 of the Deed Records of Kerr County, Texas;

THENCE, S.05°22'W. 30.02 ft. to a  $\frac{1}{2}$ " iron stake set for the southeasterly corner of the herein described parcel in a 114°36' curve having a fifty (50) ft. radius along the northerly right-of-way line of a proposed street to be known as Highpointe Drive;

THENCE, 60.32 ft. to the left along an arc of said 114°36' curve subtended by a 69°07' central angle (long chord 56.73 ft. N.83°00'W.) to a  $\frac{1}{2}$ " iron stake set for the southwesterly corner of the herein described parcel;

THENCE, N.71°22'W. 0.49 ft. to the PLACE OF BEGINNING, containing 0.01 acre (521 square feet) of land, more or less, within these metes and bounds.

Tract 3 (.03 acre):

Being all of a certain strip, tract or parcel of land out of Wm. C. Francis Survey No. 146, Abstract No. 137, in the City of Kerrville, Kerr County, Texas; part of 54.94 acres of land conveyed to Robert Callaway Corporation from W. F. Roden by a Warranty Deed executed the 29th day of September, 1983 and recorded in Volume 284 at Page 45 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 5/8" iron stake for the north corner of the herein described parcel of land in the southeasterly line of a certain 1.517 acre tract of land conveyed to Jules W. Dupuy, et ux, from Harry Holliday, et ux, by a Warranty Deed with Vendor's Lien executed the 11th day of April, 1973 and recorded in Volume 162 at Page 739 of the Deed Records of Kerr County, Texas, the northwesterly corner of a certain 0.72 acre tract of land conveyed to Vernon L. Hatch and wife Ruth S. Hatch from Robert L. Stunz and wife Gloria Stunz by a deed executed the 25th day of April, 1972 recorded in Volume 155 at Page 157 of the Deed Records of Kerr County, Texas, which point bears, approximately 912 ft. S.45°W. and 1128 ft. N.45°W. from a point said to be the east or lower river corner of said Survey No. 146;

THENCE, along the common boundary between said Calloway 54.94 acre tract and said Hatch 0.72 acre tract: S.27°42'E. 37.49 ft.; S.01°28'E. 38.42 ft.; S.17°44'W. 112.70 ft. to a fence cornerpost marked with a 5/8" iron stake for the southeast corner of the herein described parcel and the southwest corner of said Hatch 0.72 acre tract;

THENCE, N.78°15'W. 11.09 ft. to a 1/2" iron stake for the southwest corner of the herein described parcel, in the proposed easterly right-of-way line of a street to be known as Highpointe Drive;

THENCE, along the easterly right-of-way line of said proposed Highpointe Drive: N.22°17'E. 97.73 ft. to a 1/2" iron stake at the beginning a 114°36' curve to the left having a fifty (50) ft. radius, then 61.72 ft. along an arc of said 114°36' curve subtended by a 70°44' central angle (long chord 57.88 ft. N.13°05'W.) to a 1/2" iron stake set for the northwesterly corner of the herein described parcel;

THENCE, N.05°22'E. 30.02 ft. to the PLACE OF BEGINNING, containing 0.03 acre (1373 square feet) of land, more or less, within these metes and bounds.

RECORDER'S MEMO. QUALITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY  
ON THIS DOCUMENT WHEN RECEIVED



PARCEL TWO:

FIELD NOTES DESCRIPTION FOR 1.40 ACRES OF LAND FRONTING ON FAIRWAY DRIVE AND ADJOINING THE EASTERLY LINE OF THE K.M.U.D. WATER STORAGE TANK AND OFFICE BUILDING SITE, OUT OF RIVERHILL CLUB & ESTATES, LTD. LAND, IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land out of Wm. C. Francis Survey No. 146, Abstract No. 137, in Kerr County, Texas; the same land conveyed to Michael Cherbonnier and wife, Beverly P. Cherbonnier from Riverhill Club & Estates, Ltd. by a Warranty Deed with Vendor's Lien executed the 12th day of March, 1982 and recorded in Volume 258 at Page 662 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake for the most easterly corner of the herein described tract in a northeasterly line of a certain 1069.10 acre tract 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; in a southwesterly line of 64.38 acres of land described in Exhibit "A" of an Exchange Warranty Deed between Dianne Moeller Lambert and W. F. Roden executed the 20th day of November, 1976 and recorded in Volume 192 at page 330 of the Deed Records of Kerr County, Texas, the northeast corner of a 3.71 acre tract of land conveyed to Headwaters Oil Company from Riverhill Club & Estates, Ltd. by a General Warranty Deed executed the 27th day of November, 1979 and recorded in Volume 229 at Page 262 of the Deed Records of Kerr County, Texas, which point bears, more or less, 1698 ft. S.45°W. and 590 ft. N.45°W. from the east or lower river corner of said Survey No. 146;

THENCE, S.44° 55'W., 211.38 ft. along the northwest line of said 3.71 acre tract to a 3/8" iron stake at its northwest corner, the most southerly corner of the herein described tract, in a 39° 20' curve having a 145.68 ft. radius along the northerly right-of-way line of Fairway Drive, a public street;

THENCE, along the northerly right-of-way line of Fairway Drive: 71.97 ft. along an arc of said 39° 20' curve to the left subtended by a 28° 18' central angle (long chord N.64° 01'W., 71.24 ft.) to a 1/2" iron stake at its end; N.76° 49'W., 136.06 ft. to a 1/2" iron stake at the beginning of an 18° 25' curve to the left having a 311.27 ft. radius; and 26.12 ft. along said 18° 25' curve (long chord N.79° 13'W., 26.12 ft.) to a masonry nail set in a concrete transformer pad at its end, the southwest corner of the herein described tract;

THENCE, N.06° 46'W., at 38.60 ft. passing a 3/8" iron stake at the southeast corner of a 0.230 acre tract of land conveyed from Riverhill Club & Estates, Ltd. to the Kerrville Municipal Utility District by a Warranty Deed executed the 3rd day of September, 1975 and recorded in Volume 185 at Page 203 of the Deed Records of Kerr County, Texas, then continuing along the east line of said K.M.U.D. tract for a total distance of 138.48 ft. to a 1/2" iron stake in a fence for the northwest corner of the herein described tract, the northeast corner of said K.M.U.D. tract and in the common line between said Riverhill Club & Estates, Ltd. 1069.10 acre tract and said Roden 64.38 acre tract;

THENCE, along or near said fence, the common line between said Roden 64.38 acre tract and Riverhill Club & Estates, Ltd. 1069.10 acre tract; N.83° 33'E., 300.41 ft. to a cornerpost and 1/2" iron stake, and S.45° 11'E., 125.82 ft. to the PLACE OF BEGINNING, containing 1.40 acres, 60,982 square feet, of land within these metes and bounds.

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

*Return To:  
High Route of Bush Hill Prop.  
690 Fairway Dr.  
Kerrville, Texas  
78628*

FIDELITY ABSTRACT AND TITLE CO.  
Pm 890-4311 Kerrville, Texas

*Patricia Dye  
County Clerk, Kerr County, Texas*

JUL 3 1990

FILED FOR RECORD  
3:50 o'clock P.M.

PATRICIA DYE

RECORDED IN Real Property  
FILE DATE: July 3, 1990  
FILE TIME: 3:50 O'CLOCK P. M  
VOL. 555 PAGE 46  
RECORDING DATE

JUL 3 1990



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Paula C. Seguruel  
Deputy

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is hereby declared unenforceable under Federal Law (FIVE STATE OF TEXAS) COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number 555-46 on the date and at the time stamped herein for my and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

JUL 3 1990



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGHPOINTE AT RIVERHILL

WHEREAS, Declarant caused to be filed a certain Declaration of Covenants, Conditions and Restrictions for Highpointe at Riverhill dated June 29, 1990, ("Declaration") which Declaration is of record in Clerk's File No. 3892 of the Real Property Records of Kerr County, Texas and which Declaration burdens and encumbers certain real property situated in Kerr County which is owned by Declarant ("Property"); said Property being more particularly described in Exhibit "A" attached to said Declaration which description of the Property is incorporated herein for all purposes as per said record reference; and

WHEREAS, in order to enable Declarant to accomplish the development of the Property in a consistent manner and to further promote and enlarge upon the plan and scheme of development of a residential community as provided in the Declaration, Declarant desires to amend and modify the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Declaration be; and the same hereby is, amended as hereinafter provided and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to and encumbered by the covenants, conditions, restrictions, modifications and amendments hereinafter set forth.

1. Article III, Section 1, Paragraph (c) of the Declaration is hereby amended to hereafter read as follows:

"(c) Storage. No exterior storage of any items of any kind shall be permitted on any Lot or adjacent streets 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, trailers, camping trailers, travel trailers, boats, unmounted pickup camper units, tents, shacks, recreational vehicles and mobile homes. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot or street 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.

2. Article III, Section 1, Paragraph (n) of the Declaration is hereby amended to hereafter read as follows:

"(n) Signs. No exterior signs or advertisements of any kind, including but not by way of limitation, "For Sale" or "For Rent"

signs, may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant, except that mailboxes, street numbers and residential nameplates may be placed and maintained in conformity with such common specification, including without limitation, reasonable restrictions as to size, as may be adopted by the Declarant.

3. Article III, Section 1, Paragraph (u) of the Declaration is hereby amended to hereafter read as follows:

"(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. Buses, vans or trucks having a carrying capacity in excess of 3/4 tons or designed for commercial purposes shall not be placed, parked, allowed or maintained upon any residential Lot for more than forty-eight (48) hours except with the prior written approval and authorization of the Declarant in which event such authorized storage shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets.

4. Article III, Section 1, Paragraph (v) of Declaration is hereby amended to hereafter read as follows:

"(v) Garages and Carports. Garages and carports shall not directly face or open to a street unless the Lot configuration does not permit another reasonable location and prior written approval and authorization of the Declarant is secured. The interiors of all carports shall be maintained by the Owners in a neat, clean and slightly 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.

5. Article III, Section 1 Paragraph (w) of the Declaration is hereby amended to hereafter read as follows:

"(w) Walls, Fences, Planter and Hedges. The following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front Lot line than the building set-back line, nor on corner Lots nearer to the side Lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior Lot line (or located on the interior Lot line) shall be more than six (6) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Declarant or the Architectural Control Committee, after its election, unduly interfere with the view from

an adjoining Lot. All fencing must have masonry or rock columns a minimum of every twenty (20) linear feet which match the exterior of the primary Dwelling Unit. Chain link and horizontal pole or board fences are prohibited. All wood fences must be painted or stained to match the exterior of the primary Dwelling Unit.

6. Article III, Section 1, Paragraph (x) of the Declaration is hereby amended to hereafter read as follows:

"(x) Landscaping, Excavation and Tree Removal. All landscaping to include but not by way of limitation, design, tree and plant types, must be approved in writing by Declarant or the Architectural Control Committee. Each Lot must be landscaped in an acceptable and approved manner and design within ninety (90) days after construction of the Dwelling Unit has been completed. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

7. Article III, Section 2, Paragraph (a) of the Declaration is hereby amended to read as follows:

"(a) Use, Size and Composition. No building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling containing a minimum of two thousand (2,000) square feet of living area, exclusive of porches, carports, garages, terraces, patios, driveways and servants' quarters and not exceeding two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. All buildings and permanent structures must have exterior siding consisting of at least sixty-six percent (66%) masonry and/or rock.

8. Article III, Section 2, Paragraph (b) of the Declaration is hereby amended to read as follows:

"(b) Construction, Design, Type and Material. All exterior colors, designs, textures and materials of all construction or items placed on a Lot in public view, including but not by way of limitation, walkways, patios, driveways, mail boxes, fences and walls, must be approved by the Declarant or the Architectural Control Committee. 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 thereof 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.

9. Article III, Section 2, is hereby amended by adding a new Paragraph (i) as follows:

"(i) Roofing Material. All roofing material for a Dwelling Unit, or other building or structure located on a Lot shall be of either standing seam metal, wood shake, tile, or the top grade heavyweight composition or fiberglass shingle.

10. Article III, Section 3 is hereby amended to hereafter read as follows:

"Section 3: Exemption for Purpose of Construction, Development and Sale. The Declarant shall have the right during the period of construction, development and sale of the property to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer, owner 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. During construction of a Dwelling Unit or other building or structure on a Lot, the Owner of such Lot or his contractor must (i) provide and install on such Lot a temporary portable toilet and (ii) maintain and keep the Lot clean and free of excess debris at all times during construction.

The terms, covenants, conditions and restrictions contained in the Declaration shall continue in full force and affect except as hereby specifically amended or modified. In the event of conflict between the terms, conditions and provisions of this First Amendment and the Declaration, the terms, conditions and provisions of this First Amendment Agreement shall control.

IN WITNESS WHEREOF, HIGHPOINTE AT RIVERHILL CORPORATION, being the Declarant herein and being the owner of all of the Property herein described, has caused this instrument to be executed in its

name and on its behalf and its corporate seal to be affixed hereto by officers duly authorized thereunto this 29th day of June, 1990.

DECLARANT:

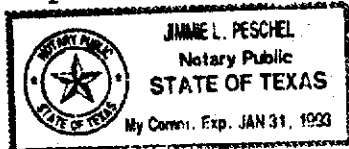
HIGHPOINTE AT RIVERHILL CORPORATION

BY: [Signature]  
David M. Cummings, Jr.  
President

STATE OF TEXAS \*

COUNTY OF KERR \*

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 1990, by David M. Cummings, Jr., President of Highpointe at Riverhill Corporation, a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: 1/31/93

DC61/a:2808.a

*Return To:  
Hank Foster at Kirsch's Shop  
1998 Highway Dr.  
Kerrville, Texas  
78621*

FILED FOR RECORD  
JUL 3 1990  
at 3:50 o'clock P.M.

*Patricia Dye*  
County Clerk, Kerr County, Texas  
Kerrville, Texas

PATRICIA DYE

JUL 3 1990

at 3:50 o'clock P.M.

FILED FOR RECORD

RECORDED IN Real Property  
FILE DATE: July 3, 1990  
FILE TIME: 3:50 O'CLOCK P M  
VOL. 555 PAGE 93  
RECORDING DATE

JUL 3 1990



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Paul C. [Signature]  
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

JUL 3 1990



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS