

6-23-15

## **RH LOS ADOBES RESTRICTIONS**

Volume 179, Page 806, Volume 179, Page 822, Volume 180, Page 584 and Volume 236, Page 245, Deed Records of Kerr County, Texas; Volume 935, Page 341, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

## **OTHER EXCEPTIONS**

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Jim W. Weatherby, et ux to C. Frederick Rowsey, dated January 10, 1964, recorded in Volume 117, Page 248, Deed 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 the aforesaid instrument.
- Easement to Riverhill Municipal Utility District, dated September 26, 1974, recorded in Volume 8, Page 261, Easement Records of Kerr County, Texas.
- Right Of Way and Easement to the Kerrville Telephone Company dated November 6, 1974, recorded in Volume 8, Page 333, Easement Records of Kerr County, Texas.
- Subject to townhouse, party wall provisions, covenants, conditions, restrictions, easements, charges and liens as set forth in that certain Declaration made on May 27, 1975, by Dedicator, recorded in Volume 179, Page 822, Deed Records of Kerr County, Texas, having been corrected in Volume 180, Page 584, Deed Records of Kerr County, Texas, and being supplemented by Volume 236, Page 245, Deed Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Riverhill Club & Estates, Ltd. to Hunt-Maxvill Construction Company, dated December 30, 1977, recorded in Volume 203, Page 623, Deed 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.
- Easement and Right Of Way to L.C.R.A., dated June 27, 1978, recorded in Volume 10, Page 29, Easement Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume {PR,"insert volume number of Restrictions",IN1,1}, Page {PR,"insert page number of Restrictions",IN1,2}, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume {PR,"insert volume number",IN1,2}, Page {PR,"insert page number",IN1,3}399, Real Property Records of Kerr County, Texas.  
  
Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.
- Easements and Easements for Overhangs as recorded in Volume 236, Page 245, Deed Records of Kerr County, Texas
- Association Of Property Owners Of Riverhill Bylaws dated October 12, 2011, recorded under Clerk's File No. 11-06277, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

RESERVATION OF ARCHITECTURAL CONTROL

Riverhill Club & Estates, Ltd., a Texas limited partnership ("Declarant"), being the owner of the property which is more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes, said property being located in Kerr County, Texas, and desiring to provide for the preservation of the values and amenities in and upon said real property and to subject said real property to the reservation of architectural control hereinafter expressed, which reservation is for the benefit of said property and each owner thereof, as well as for the benefit of Declarant as developer thereof,

HEREBY RESERVES the right to approve or disapprove as to harmony of external design and location in relation to surrounding structures and topography any and all subdivisions, resubdivisions, exterior addition to, changes in, construction, alteration or excavation of said property or of any structure or improvement located thereon, either permanent or temporary, including without limitation additions to or of, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other structures or improvements located thereon which any person or entity including without limitation governmental subdivisions or agencies, seeks to commence, erect, place or maintain upon the aforesaid property.

Any request for such approval shall be submitted to Declarant at P.O. Box 1575, Kerrville, Texas 78028, or at such other address as may from time to time be designated of record in the office of the Recorder of Deeds for Kerr County, Texas, with a copy to William B. Sechrest, Suite 2680, 2001 Bryan Tower, Dallas, Texas 75201, or such other legal representatives as may from time to time be designated of record in the office of the aforesaid Recorder of Deeds, in writing and shall be accompanied by plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the structure, improvement, addition, change, alteration or excavation. If Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required. Declarant shall have no duty to exercise the power of approval or disapproval hereby reserved. Non-exercise of the power in one or more instances shall not be deemed to constitute a waiver of the right to exercise the power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications.

The power hereby reserved may be delegated by Declarant, in its discretion from time to time, to a committee appointed, empowered and constituted by it, whose members shall serve and may be replaced at the pleasure of Declarant.

The power hereby reserved may be assigned together with, or to any person or entity owning, an interest in any portion of the aforesaid property insofar as it pertains to all or any portion of the aforesaid property. Any such

assignment must be expressed, in writing and recorded in the Office of the aforesaid Recorder of Deeds. No such assignment shall be deemed to arise by implication.

All conveyances of the aforesaid property or any portion thereof, subsequent to the date hereof, whether by Declarant or by the successors or assigns of Declarant, shall be and remain subject to this reservation until the 31st day of December, 1994, unless said reservation is specifically released by Declarant or its successors or by the assignee of the power or of a part thereof to approve or disapprove hereby reserved. Any such release may be granted at any time as to all or any part of the aforesaid property and, notwithstanding any one or more of such releases, the power hereby reserved shall remain in full force and effect as to the balance of the aforesaid property. No such release shall be effective unless in writing and recorded in the office of the aforesaid Recorder of Deeds.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

DATED this 27th day of MAY, 1975.

RIVERHILL CLUB & ESTATES, LTD.

Filed 27th Day of May, A.D., 1975, at  
EMMIE M. MUEKNER 2:00 P.M.  
Clerk County Court, Kerr County, Texas  
By: CHAS. W. JACK Deputy

By: Tierra Linda Ranch Corporation,  
General Partner

By: Selser R. Pickett, III, President

STATE OF TEXAS        §  
                                 §  
COUNTY OF KERR    §

BEFORE ME, the undersigned authority, on this day personally appeared SELSER R. PICKETT, III, President of Tierra Linda Ranch Corporation, General Partner of Riverhill Club & Estates, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of MAY, 1975.



Pat Tinsley  
NOTARY PUBLIC IN AND FOR  
KERR COUNTY, TEXAS

## TRACT 1

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 19.17 acres being 19.14 acres out of Original Survey no. 147, Nathaniel Holt, Abstract No. 178, and 0.03 acre out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being Riverhill Townhouse Tracts No. One, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post the South corner of that 28 acres which was conveyed from Wm. Bryant Saner to L. D. Brinkman by deed dated October 27, 1971, and recorded in Volume 152 at Page 481 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates System South Central Zone are N or Y = 795,458.873, E or X = 1,955,859.093;

THENCE with fence along the NW line of Original Survey No. 147, Nathaniel Holt, S.44°59'W. 988.73 feet to an iron stake in the East line of newly widened right of way of Texas Highway No. 16;

THENCE with the East right of way of said Texas Highway No. 16, S.10°50'E. 200.0 feet to a point in said right of way;

THENCE S. 45°11'12"E. 146.5 feet to an iron stake NW of No. 16 Green of Riverhill Golf Course;

THENCE around No. 16 Green, N.70°17'E. 131.6 feet, and S.55°56'E. 105.3 feet to an iron stake the NW line of No. 17 Fairway;

THENCE along the NW line of 17 Fairway, N.32°11'E. 514.4 feet, N.39°36'E. 212.5 feet, N.14°06'W. 201.3 feet, N.31°36'E. 66.8 feet, N.50°46'E. 118.7 feet and N.29°01'E. 55.2 feet to an iron stake a SW corner of Block One of Riverhill Townhouse Tracts No. One.

THENCE with the South side of said Block One, N.77°11'E. 25.3 feet, S.75°02'E. 60.9 feet, S.69°10'E. 99.5 feet, S.38°12'E. 77.0 feet, S.5°58'W. 23.6 feet, S.54°30'E. 315.81 feet, S.80°18'E. 121.1 feet, S. 58°53'E. 204.1 feet and S.75°10'E. 318.2 feet to an iron stake the most Southerly SE corner of Block One;

THENCE WITH THE NE line of said Block One, N.14°11'E. 98.0 feet, N. 12°37'W. 192.3 feet, N.26°44'W. 240.2 feet, N.32°07'W. 209.6 feet, N.88°53'W. 334.4 feet, N.81°20'W. 372.2 feet and N.84°06'W. 124.2 feet to an iron stake SW of No. 18 Tee;

THENCE with the NE line of Fairway Drive along the arc of a circular curve to the right in a NW direction having a radius of 145.0 feet for a distance of 20 feet to a point;

THENCE crossing street, S.78°16'25"W. 40 feet to the SW line of said Fairway Drive;

THENCE with the SW line of said Fairway Drive along the arc of a circular curve to the left in a SE direction having a radius of 185 feet for a distance of 55 feet to a point;

THENCE with the arc of a circular curve to the right in a SW direction having a radius of 20 feet for a distance of 30 feet to the NW line of Sand Bend Drive;

THENCE with the NW line of said Sand Bend Drive, S.51°09'57"W.  
170 feet to the point of curvature of a circular curve to the left;  
THENCE with the arc of said circular curve in a SW direction  
having a radius of 306.22 feet for a distance of 15 feet to  
a point;

THENCE N. 45°22'W. 5 feet to the place of beginning.

TRACT 2

Lots 1, 2, 3, 4, 5, 6 & 7 of Block R and all of the  
land constituting same as shown on a plat of Riverhill  
Estates No. Two, a subdivision of Kerr County, Texas as  
recorded in Volume 4 at Page 30 of the Plat Records, Kerr  
County, Texas.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 1.48 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Texas Highway No. 16 and No. 16 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake SW of No. 16 Tee, and whose Texas Coordinate System South Central Zone are N or y = 793,920.978 feet and E or x = 1,955,436.317 feet;

THENCE with the West line of No. 16 Fairway of Riverhill Golf Course, N.23°32'W. 56.1 feet, N.4°06'W. 107.3 feet, N.1°04'W. 99.1 feet, N.17°42'W. 164.0 feet, and N.22°55'W. 135.8 feet to an iron stake West of No. 16 Green, whose coordinates are N = 794,459.838 feet and E = 1,955,301.660 feet;

THENCE S.45°03'18"W. 111.44 feet to the East line of Texas Highway No. 16;

THENCE with the East line of Texas Highway No. 16, S.10°56'E. 500.75 feet to the SW corner of this tract;

THENCE N.75°07'32"E. 122.89 feet to the place of beginning;

This tract will later be subject to newly widened right of way of Texas Highway No. 16.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 14.84 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 3 and No. 2 Fairways, of Riverhill Golf Course and Texas Highway No. 173, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake West of No. 3 Tee, and whose Texas Coordinate System South Central Zone are N or y = 794,937.845 feet, and E or x = 1,959,122.361 feet;

THENCE around the North and East side of No. 3 Fairway N. 54°18'E. 76.8 feet, S. 48°09'E. 790.4 feet, S. 11°20'E. 90.3 feet, S. 10°06'W. 93.2 feet, and S. 2°39'04" W. 240 feet to Camp Meeting Creek;

THENCE down said creek S. 66°32'W. 257.9 feet, to its intersection with the West right-of-way line of said Texas Highway No. 173;

THENCE with fence the West to SW line of said Texas Highway No. 173 N. 8°39'19" E. 462.55 feet, N. 5°30'E. 54.12 feet, N. 3°39'W. 91.86 feet, N. 11°06'W. 90.8 feet, N. 20°04' W. 97.3 feet, N. 28°51'W. 102.8 feet, N. 37°57' W. 107.4 feet, N. 41°32'W. 439.6 feet, and N. 45°12'W. 486.2 feet to a fence corner post, whose coordinates are N = 795,562.325 feet and E = 1,959,266.895 feet;

THENCE S. 28°27'04"W. 521.05 feet to an iron stake East of No. 2 Green, whose coordinates are N = 795,104.203 feet and E = 1,959,018.072 feet;

THENCE with the East line of said No. 2 Green S. 55°41'E. 49.2 feet and S. 19°28' E. 45.7 feet to an iron stake;

THENCE S. 26°49'E. 106.80 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 10.01 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 3 and No. 4 Fairways of Riverhill Golf Course, Texas Highway No. 173 and including part of Tamanaco, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake East of No. 4 tee, and whose Texas Coordinate System South Central Zone are N or y = 793,356.693 feet, and E or x = 1,959,374.873 feet;

THENCE around the South side of No. 4 tee, S.57°29'E. 57.9 feet to an ironstake;

THENCE S.36°02'W. 124.8 feet to an iron stake the East corner of Block F of Tamanaco Estates plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the NW line of street, Kerrville Hills Boulevard;

THENCE S. 45°11'20"E. 580.4 feet to the SE property line, the SE line of that 26.9 acre tract which was conveyed from John E. Warriner and wife to L.R. Turner Enterprises, Inc. by deed dated May 29, 1968 and recorded in Volume 133 at Page 640 of the Deed Records of Kerr County, Texas;

THENCE with said fence property line N.44°48'40"E. 481.75 feet, to a fence corner post and iron stake in the Southwest line of 120 foot wide right of way of Texas Highway No. 173;

THENCE with the SW line of said Texas Highway No. 173, along the arc of a circular curve to the right, having a central angle of 25°55' a radius of 1492.69 feet, for a distance of 670.1 feet to a fence corner post;

THENCE continuing with said right of way line N.9°24'E. 56.8 feet to the beginning of 80 foot wide right of way;

THENCE S.80°36'E. 20.0 feet to corner in West line of 80 foot wide right of way of said Texas Highway No. 173;

THENCE with the West line of said 80 foot wide right of way, N.8°39'19"E. 60 feet to its intersection with Camp Meeting Creek;

THENCE up said creek, N.66°32'W. 257.9 feet, to its intersection with the West line of said No. 3 Fairway;

THENCE around the East to South line of said No. 3 Fairway S.2°39'04"W. 484.23 feet, S.51°32'W. 50.1 feet and N.75°53'W. 182.5 feet to an iron stake, whose coordinates are N=793,540.035 feet and E=1,959,493.862 feet.

THENCE S.32°59'W. 218.47 feet to the place of beginning.

RECORDED MEMO: LEGALITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY  
IN THIS DOCUMENT WHEN RECORDED



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

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

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

THENCE with the South bank of said lake, S. 84°12' E. 130.2 feet, N. 71°47' E. 144.4 feet, N. 49°46' E. 160.5 feet, N. 5°43' E. 131.9 feet, N. 38°55' E. 125.6 feet, N. 68°19' E. 116 feet, N. 65°45' E. 104.0 feet, N. 77°08' E. 190.3 feet, N. 70°44' E. 101.8 feet, N. 76°41' E. 100.4 feet, N. 80°14' E. 100.0 feet, S. 83°43' E. 103.4 feet, S. 57°39' E. 116.1 feet, S. 53°51' E. 269.6 feet, and S. 16°46' W. 184.8 feet to the North line of No. 13 Fairway, coordinates N. = 794,286.962, E = 1,957,295.260;

THENCE with the North line of No. 13 Fairway, S. 87°48'40" W. 439.39 feet, S. 61°21' W. 371.0 feet, S. 67°10' W. 406.9 feet, S. 77°23' W. 312.6 feet, and S. 84°47' W. 152.4 feet to an iron stake North of No. 15 Green, coordinates N = 793,852.266, E = 1,955,609.779;

THENCE N. 25°56' W. 64.4 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 35.87 acres of land, being 1.70 acres out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, and 34.17 acres out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being the area between Texas Highway No. 16 and No. 18 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the East corner of that tract called 28 acres which was conveyed from Wm. Bryant Saner Sr. to L. D. Brinkman by deed dated October-27, 1971, and recorded, in Volume 52, at Page 481, of the deed records of Kerr County, Texas, and whose Texas Coordinate System South Central Zone are N or y = 796,665.558 feet, and E or x = 1,956,465.201 feet;

THENCE with property fence, N. 45°08'44" W. 755.38 feet to a fence corner post and iron stake, the West corner said W. B. Saner 28 acre tract;

THENCE with property fence, S. 83°20'W. 1149.72 feet to a fence corner post and iron stake, the West corner of said W. B. Saner 28 acre tract, in the NE line of 100 foot wide right-of-way of Texas Highway No. 16;

THENCE with the NE line of 100 foot right-of-way of Texas Highway No. 16, S. 12°11'E. 1053.14 feet to an iron stake set 50 feet from and normal to center line of said Highway;

THENCE with old right-of-way line and old fence, S. 18°58' E. 92.0 feet S. 13°30'21" E. 277.69 feet to the South corner of that tract called 5.67 acres which was conveyed from Gerald D. James to L. D. Brinkman, by deed dated April 12, 1972, and recorded in Volume 154 at Page 806 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates are N or y = 795,078.412 feet and E or x = 1,955,104.779 feet;

THENCE with property fence along SE line of Gerald D. James 5.67 acre tract, N. 54°14' E. 412.83 feet and N. 45°42' 30" E. 393.72 feet to a fence corner post and iron stake at its East corner and the SW line of foresaid W. B. Saner 28 acre tract;

THENCE with property fence along the SW line of said W. B. Saner 28 acre tract, S. 45°22' E. 193.25 feet to a fence corner post and iron stake, the South corner of said W. B. Saner 28 acre tract, in the NW line of Original Survey 147, Nathaniel Holt, and whose Texas Coordinates are N = 795,458.873 feet and E = 1,955,859.093 feet;

THENCE S. 58°14'06" E. 165.87 feet to an iron stake North of No. 17 green; and whose Texas coordinates are N = 795,371.553 feet and E = 1,956,000.117 feet;

THENCE with the North line of said No. 17 green N. 29°01' E. 55.2 feet to an iron stake;

THENCE N. 4°16'12" E. 230.51 feet to an iron stake SW of No. 18 tee;

THENCE around No. 18 Fairway N. 4°04' W. 89.4 feet, N. 82°41' E. 262.7 feet and N. 73°33' E. 250.4 feet to an iron stake;

THENCE N. 18°13'40" W. 234.08 feet to the place of beginning.

This tract will later be subject to newly widened right-of-way of Texas Highway No. 16.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 12.59 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Texas Highway No. 16 and No. 15 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the most Westerly N.W. corner of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, and whose Texas Coordinate System South Central Zone are N or y = 792,659.227 feet and E or x = 1,955,427.521 feet;

THENCE with the North line of said Tamanaco Estates, N.86°55'E. 356.74 feet, N. 82°44'E. 50.1 feet and N. 72°50'E. 209.15 feet to an iron stake, the NE corner of Lot No. 1, Block B of said Tamanaco Estates;

THENCE with the West line of No. 15 Fairway of Riverhill Golf Course, N.72°50'E. 48.7 feet, N.18°00'18"W. 664.77 feet, N.48°40'W. 370.7 feet, N.20°22'W. 125.7 feet, N.3°00'E. 63.4 feet, and N. 58°31'E. 63.6 feet to an iron stake North of No. 15 Green, coordinates N = 793,852.266 feet and E = 1,955,609.779 feet;

THENCE N. 25°56'W. 64.4 feet to an iron stake South of No. 12 Green, coordinates are N. = 793,910.180 feet and E = 1,955,581.617 feet;

THENCE with the South line of No. 16 Tee, N.85°45'W. 145.7 feet to an iron stake;

THENCE S.75°07'30"W. 122.89 feet, to the East line of Texas Highway No. 16;

THENCE with the East line of Texas Highway No. 16, S.10°56'E. 310.95 feet to the point of Curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right, whose angle is 9°47', having a radius of 2331.83 feet for a distance of 398.1 feet to the end of said curve;

THENCE with the East line of said Texas Highway No. 16, S.1°09'E. 529.6 feet to the place of beginning.

This tract will later be subject to newly widened right-of-way of Texas Highway No. 16.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 19.06 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 4 and No. 6 Fairways of Riverhill Golf Course, Camp Meeting Creek and Block L of Tamanaco Estates, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake the NE corner of Block L of said Tamanaco Estates, Plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas and in the NW line of Kerrville Hills Drive, and whose Texas Coordinate System Central Zone are N or y = 793,224.646 feet, and E or x = 1,959,252.636 feet;

THENCE with the North line of said Block L, N. 66°39' W. 1010.0 feet, N. 34°25' W. 145.0 feet, N. 74°22' W. 182.35 feet and S. 44°07' W. 725.0 feet to an iron stake a Westerly corner of said Block L, the East Line of No. 6 Fairway, having coordinates of N = 793,277.840 feet and E = 1,957,563.478 feet;

THENCE along the East line of No. 6 Fairway, N. 4°07' E. 655.64 feet, and N. 41°11' E. 160.0 feet to the center of Camp Meeting Creek;

THENCE down the center of said Camp Meeting Creek, S. 89°43' E. 321.7 feet, N. 63°08' E. 439.9 feet and N. 33°15' E. 245.8 feet to an iron stake West of No. 4 Green;

THENCE with the West line of No. 4 Fairway, S. 18°17' E. 436.8 feet, S. 38°58' E. 173.6 feet, S. 48°50' E. 181.1 feet and S. 39°31' E. 597.0 feet to an iron stake behind No. 4 Tee, whose coordinates are N = 793,325.569 feet and E = 1,959,326.050 feet;

THENCE S. 36°02' W. 124.8 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 13.62 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178. This tract being the area between No. 1 and No. 2 Fairways, Camp Meeting Creek, and No. 8 and No. 9 Fairways of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake West of No. 2 tee, and whose Texas Coordinate System South Central Zone are N or y = -795,209.896 feet, and E or x = 1,958.351.542 feet;

THENCE with SW line of No. 2 Fairway, S. 58°42' E. 394.8 feet, S. 34°58' E. 82.2 feet to the center of aforesaid Camp Meeting Creek;

THENCE up the center of said Camp Meeting Creek, S. 40°36' W. 244.7 feet to North line of No. 5 Fairway;

THENCE with the North line of No. 5 Fairway, S. 67°55' W. 197.1 feet, S. 60°32' W. 263.4 feet, S. 73°39' W. 327.7 feet, N. 24°35' W. 172.7 feet, N. 18°24' W. 146.5 feet, N. 56°22' W. 53.4 feet, and N. 62°17' W. 103.4 feet to an iron stake East of No. 9 Fairway, coordinates N = 794,829.439, E = 1,957,596.246;

THENCE with the East line of No. 9 Fairway, N. 7°20' W. 252.3 feet, and N. 2°37' W. 245.8 feet to an iron stake SW of No. 1 Fairway;

THENCE around the SW line to South line of No. 1 Fairway, S. 60°29' E. 177.6 feet, S. 66°46' E. 279.1 feet, S. 73°29' E. 64.8 feet, and N. 76°32' E. 72.6 feet, N. 54°32' E. 57.9 feet, N. 44°25' E. 83.8 feet and N. 10°31' E. 65.2 feet to an iron stake;

THENCE S. 61°44'50"E. 155.83 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 11.16 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 2 and No. 4 Fairways, and No. 3 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake East of No. 4 Tee, and whose Texas Coordinate System South Central Zone are N or y = 793,356.693 feet, and E or x = 1,959,374.873 feet;

THENCE with the East line of No. 4 Fairway, N 20°32'W. 502.0 feet, N. 31°44'W. 459.0 feet, N. 6°03'W. 404.1 feet and N. 15°36'W. 102.1 feet to an iron stake South of No. 2 Green;

THENCE around No. 2 Green, N. 22°07'E. 81.6 feet, N. 43°4' E. 102.8 feet, and N. 27°24'E. 186.2 feet to an iron stake East of No. 2 Green, whose coordinates are N = 795,033.378 feet and E = 1,959,073.937 feet;

THENCE S. 26°49'E. 106.80 feet, to an iron stake West of No. 3 Tee, whose coordinates are N = 794,937.845 feet and E = 1,959,122.361 feet;

THENCE around the West side of No. 1 Fairway, S. 28°01'E. 153.7 feet, S. 7°16'E. 93.1 feet, S. 35°25'E. 116.5, S. 32°48'E. 395.7 feet, S. 1°16'W. 305.0 feet, S. 4°01'W. 348.4 feet and S. 22°18' E. 97.0 feet to an iron stake West of No. 3 Green, whose coordinates are N = 793,540.035 feet and E = 1,959,493.862;

THENCE S. 32°59'W. 218.57 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 2.3 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between Kerrville Hills Country Club Estates and No. 7 Fairway of Riverhill Golf Course, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the South corner of Lot 14, Block F, of Kerrville Hills Country Club Estates, plat dated March 31, 1971 and recorded in Volume 3, Page 70 of the Plat Records of Kerr County, Texas, and in the East right-of-way line of street Burning Hills Drive;

THENCE with the East line of said street with the arc of a circular curve to the right having a radius of 298.79 feet, for a distance of 47.12 feet to the end of curve;

THENCE continuing with said street, S.33°45'E. 150.18 feet to the point of curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right, having a radius of 628.30 feet, where the chord bearing and distance is S.29°12'E. 99.60 feet, for a distance of 99.79 feet to the end of curve;

THENCE continuing with said street S.24°39'E. 174.14 feet to an iron stake the beginning of a curve, and the South corner of this tract;

THENCE with the West line of No. 7 Fairway, N. 65°28'E. 17.1 feet and N.6°58'W. 676.6 feet to an iron stake whose Texas Coordinate System South Central Zone are N or y = 793,534.837 feet and E or x = 1,957,068.386;

THENCE along the South bank of ponds of Riverhill Golf Course, N.67°33'W. 101.9 feet, N.78°25'W. 39.4 feet, S.80°06'W. 40.4 feet, N.63°14'W. 72.3 feet, N.33°17'W 66.0 feet and N. 55°40'W. 49.49 feet to an iron stake in concrete lined ditch;

THENCE with concrete ditch, S.2°44'E. 95.72 feet to an "X" in concrete set to mark the North corner of said Lot 14, Block F;

THENCE with the East line of said Lot 14, S.61°33'E. 429.15 feet, S.18°49'E. 200.08 feet and S.22°57'W. 84.78 feet to the place of beginning.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 0.77 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 7 Tee of Riverhill Golf Course and Block L of Tamanaco Estates, subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the NW corner of Lot 2, Block L of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the East line of street, Burning Hills Drive;

THENCE with the North line of said Block L, N.64°16'E. 113.69 feet, to an iron stake, the NW corner of Lot 4, Block L, Tamanaco Estates;

THENCE N.7°04'E. 257.8 feet to an iron stake;

THENCE around the South side of No. 7 Tee, S.69°35'W. 114.0 feet and S. 80°38'W. 63.0 feet to an iron stake in the East line of said Burning Hills Drive;

THENCE with the East line of said Burning Hills Drive, S.10°41'E. 27.2 feet to an iron stake, the point of curvature of a circular curve to the right;

THENCE with arc of said circular curve to the right, having a radius of 1789.45 feet, whose long chord bearing and distance is S. 8°17'E. 149.87 feet for a distance of 149.91 feet to the end of said curve;

THENCE continuing with said street line, S.5°53'E. 80.56 feet to the place of beginning.



All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 1.14 acres of land out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, this tract being the area between No. 15 Tee of Riverhill Golf Course and Block B and F of Tamanaco Estates, and subject tract being more particularly by metes and bounds, as follows, to wit:

BEGINNING at an iron stake the SE corner of Lot 1, Block B of Tamanaco Estates, plat dated June 26, 1967 and recorded in Volume 3 at Page 21 of the Plat Records of Kerr County, Texas, in the North line of street, Singing Hills Boulevard;

THENCE with the North line of said Boulevard with the arc of a circular curve to the right having a radius of 257.07 feet, a long chord bearing and distance of S.64°10'E. 170.07 feet, for a distance of 173.34 feet to the end of said curve;

THENCE continuing with the North line of said Boulevard S.44°51'E. 47.16 feet to an iron stake, the West corner of Lot No. 1, Block F of Tamanaco Estates;

THENCE with the North line of Lot No. 1, Block F, N.54°19'E. 160.0 feet to an iron stake a North corner of Lot No. 1, Block F;

THENCE N. 9°24'36"E. 162.42 feet to an iron stake;

THENCE around the South side of No. 15 Tee, S. 67°05'W. 119.7 feet, S.76°40'W. 88.2 feet and N.44°39'36"W. 117.51 feet to an iron stake the most Easterly corner at Block B;

THENCE with the SE line of said Block B, S.21°52'W. 172.62 feet to the place of beginning.

EXHIBIT A - PAGE 14

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

Recorded May 29, 1975

EMMIE M. MUENKER, Clerk

By Melinda Abrams Deputy

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

751884

This Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made this 27th day of MAY, 1975 by Riverhill Club & Estates, Ltd., a Texas limited partnership (hereinafter sometimes termed "Declarant").

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

WHEREAS, Declarant owns and desires to develop the "Property" hereinafter defined.

WHEREAS, Declarant owns or may acquire additional real property which Declarant may place subject to this Declaration for purposes of developing all at one time or in stages.

WHEREAS, in order to enable Declarant to accomplish such development in a consistent manner with continuity, Declarant desires to place the Property, subject to the covenants, conditions, assessments, charges, servitudes, liens, easements and reservations (hereinafter collectively termed "Covenants") hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants.

## ARTICLE I

## DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein.

B. "Declarant" shall mean Riverhill Club & Estates, Ltd., a Texas limited partnership, and the successors and assigns of Declarant's rights and powers hereunder.

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

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

E. "Dwelling Unit" shall mean any portion of a building designed and used for single family residential purposes including, but not limited to, such building and any carport or other structure related thereto or used in conjunction therewith and the Lot upon which the building is located.

F. "Maintenance Cost" shall mean any and all costs assessed pursuant to Article IV and Article IX hereof.

G. "Maintenance Lien" shall mean with respect to any Lot, the lien created and imposed pursuant to Article V hereof securing any Maintenance Cost.

H. "Lot" shall mean and refer to any lot, tract or parcel of the Property (with the exception of any common area, if any, and any "open areas" reserved by Declarant on any plat) shown upon a plat or plats of the Property filed for record in the Map and Plat Records of Kerr County, Texas (as such plat or plats may be amended from time to time). The phrase "open areas" shall mean those areas of the Property including but not limited to streets which are not designated by number as lots, the ownership of such areas being reserved to Declarant and its successors and assigns. (The streets shown on such plats unless otherwise stated on such plats have not been dedicated to the public i.e. the streets are private streets.)

I. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract for Deed with Declarant; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarant if Declarant is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Declarant has not entered into any Contract for Deed. For purposes hereof, the term "Contract for Deed" shall be any contract executed by Declarant with another person containing as its title or as part of its title the term "Contract for Deed" pursuant to which such person is acquiring a Lot on an installment basis whereby Declarant does not transfer fee simple title to the Lot until such person has satisfied all the terms and conditions of such contract.

J. "Property" shall mean:

(i) At the time of recordation of this Declaration, the land described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

(ii) From and after the addition of each parcel of land subjected to this Declaration pursuant to Article XII hereof, each such new parcel of land.

## ARTICLE II

### COVENANTS BINDING ON PROPERTY AND OWNERS

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

Section 2: Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and for the benefit of each Owner and his heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed. Each Owner for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, assessments provided for hereunder, and to be bound by all of the Covenants herein set forth. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments (together with interest thereon, cost of collection and attorneys' fees, if any) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by non-use of or by transfer or abandonment of his Lot. The Owner's personal obligation shall

not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessment which fell due while the prior Owner was an Owner.

### ARTICLE III

#### USE RESTRICTIONS

Section 1: All Properties. All Lots within the Property are hereby restricted as follows:

(a) Antennas. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot without prior written approval and authorization of the Declarant.

(b) On Street Parking. On street parking is restricted to approved deliveries, pickup or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Declarant.

(c) Storage. No exterior storage of any items of any kind shall be permitted except with prior written approval and authorization of the Declarant. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, pathways and streets. This provision shall apply without limitation, to wood piles, camping trailers, boat trailers, travel trailers, boats, mobile homes and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval and authorization of Declarant.

(d) Garbage. No garbage or trash shall be placed on the exterior of any building, except in containers meeting the specifications of the City of Kerrville and the Declarant, and the placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(e) Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Declarant.

(f) Outside Lighting. No outside lighting, other than indirect lighting, shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant.

(g) Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on

any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the Declarant, provided, however, that dogs, cats, birds or fish may be kept thereon as household pets so long as, in the discretion of the Declarant, such pet is not, or does not become, a nuisance, threat or otherwise objectionable to other Owners.

(h) Re-subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant.

(i) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(j) Sidewalk Encroachments. No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant.

(k) Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating, air conditioning or refrigeration equipment and clotheslines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval and authorization of the Declarant and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

(l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(m) Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(n) Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant, except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Declarant.

(o) Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, pathways and streets, without prior written approval and authorization of the Declarant.

(p) Oil and Mineral Activity. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(q) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization and approval of the Declarant.

(r) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such manner as in Declarant's judgment to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Property; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(s) Violation of Statutes, Ordinances and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, the City of Kerrville, if applicable, or any other governmental agency or subdivision having jurisdiction in the premises.

(t) Violation of Covenants. No Lot shall be maintained or utilized in violation of the Covenants.

(u) Motor Vehicles. Motor vehicles owned or in the custody of any Owner may be parked only in the carport or driveway located upon or pertaining to such person's Lot or Dwelling Unit, or in parking areas designed by the Declarant, unless otherwise authorized by the Declarant in writing. No buses, vans or trucks having a carrying capacity in excess of 3/4 tons or designed for commercial purposes shall be placed, allowed or maintained upon any residential Lot except with the prior written approval and authorization

of the Declarant in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets.

(v) Carports. The interiors of all carports shall be maintained by the Owners in a neat, clean and 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.

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

(a) New and Permanent Construction. All buildings and other structures on the Property shall be of new and permanent construction; and no structure shall be moved from any location on or off the Property onto any portion of the Property, provided, however, that temporary structures may be placed and maintained on the Property in connection with the construction of buildings, structures or improvements thereon if previously approved and authorized in writing by the Declarant. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

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

(c) Maintenance. No Dwelling Unit shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

(d) Owner's Water and Sanitary Sewer Lines. All water and sanitary sewer lines from each Dwelling Unit to the common water and sanitary sewer lines (i.e. all water and sanitary sewer lines which carry water to or sewerage from such Dwelling Unit shall be maintained by the Owner of the Dwelling Unit at his own costs.

Section 3: Exemption for Purpose of Construction, Development and Sale. The Declarant shall have the right during the period of construction, development and sale, to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

Section 4: Construction of Covenants. Nothing herein stated shall be construed as preventing an Owner from combining two or more adjacent and contiguous lots and building thereon a Dwelling Unit.

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

#### ARTICLE IV

##### IMPROPER MAINTENANCE BY OWNER

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

#### ARTICLE V

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

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

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

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



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

## ARTICLE VI

### RIGHTS AND POWERS

Section 1: Declarant as Enforcing Body. The Declarant, as the agent and representative of the Owners, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Declarant shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any Owner may enforce this Declaration on behalf of the Declarant by any appropriate action, whether in law or in equity.

Section 2: Declarant's Remedies to Enforce Payment of Maintenance Cost. If the Owner of any Lot fails to pay the Maintenance Cost when due, the Declarant may enforce the payment of the Maintenance Cost and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Declarant does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Cost;

(b) Foreclose the Maintenance Lien against the Lot and the Dwelling Unit thereon in accordance with the then prevailing Texas law relating to the foreclosure of realty mortgages and liens (including the right to recover any deficiency).

Sale or transfer of any Lot shall not affect the Maintenance Lien, provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot and any Dwelling Unit located thereon free of the Maintenance Lien for all Maintenance Cost that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure.

Section 3: Costs to be Borne by Owner in Connection with Enforcement of Payment of Maintenance Cost. In any action taken pursuant to Section 2 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost together with interest thereon at the rate of eight percent (8%) per annum, the Declarant's cost and attorney's fees.

Section 4: Contracts with Others for Performance of Declarant's Duties. Subject to the restrictions and limitations contained herein, the Declarant may enter into contracts and transactions with others, including its subsidiaries and affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more partners (limited or general) in Declarant and/or one or more directors of

the general partner of Declarant is employed by or otherwise connected with Declarant, its subsidiaries and affiliates, provided that the fact of such interest shall be disclosed or known to the other partners and/or directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable; and any such partner and/or director may be counted in determining the existence of a quorum at any meeting which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building, fence, wall, sign, exterior light or other structure or other apparatus, either permanent or temporary, shall be commenced, erected, placed or maintained upon the Property (or any Lot constituting a part thereof), nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision or resubdivision thereof, including without limitation changes in or alterations of grade, landscaping, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or by an architectural committee composed of three (3) or more representatives appointed by Declarant. In the event Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII

##### PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling Unit upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under rule of law regarding liability for negligence or willful acts or omissions.

Section 4: Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with the Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then, upon written request by one of such Owners, addressed to the Declarant, the matter shall be submitted to the Declarant who shall decide the dispute, and the decision of the Declarant shall be final and conclusive on the parties.

## ARTICLE IX

### INSURANCE

Section 1: Fire Insurance - Dwelling Unit Improvements on Lots. Each Owner shall purchase at his expense and maintain fire and hazard insurance coverage with respect to the Dwelling Unit on his Lot. Any such insurance shall be for the highest insurable value of such Dwelling Unit and shall contain a replacement cost endorsement. Such insurance shall contain a loss payable endorsement in favor of the Trustee hereinafter described. Upon the request of Declarant, each Owner shall furnish to Declarant, immediately, evidence of such insurability.

Section 2: Trustee. All available insurance proceeds, payable under insurance policies described in Section 1 hereof, and subject to the rights of the mortgagees under Section 3 hereof, shall be paid to the Trustee, to be held and expended for the benefit of the Owners, mortgagees, and others as their respective interest shall appear. Said trustee shall be a commercial bank, savings and loan association, title company or other entity in Kerr County, Texas, designated by Declarant which, at the request of Declarant, has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Declarant shall have the duty to contract for such work as provided for herein.

Section 3: Mortgagee's Rights. With respect to insurance coverage under Section 1 of this Article, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage. For purposes hereof a "mortgagee" shall mean a person or entity to whom a mortgage is made or who is the beneficiary of a deed of trust. For purposes hereof, "available insurance proceeds" shall mean the net insurance proceeds to be paid to the Owner or the Trustee after the mortgagee has made his election hereunder.

Section 4: Owner's Additional Insurance. An Owner may carry such additional personal liability and property damage insurance respecting his individual Dwelling Unit as he may desire.

Section 5: Damage and Destruction; Reconstruction. If any Dwelling Unit is damaged by fire or other casualty

the Owner of such Dwelling Unit shall immediately take all actions consistent herewith to rebuild such Dwelling Unit (with available insurance proceeds, if available, or at his own cost) pursuant to the original plans and specifications for such Dwelling Unit. If said damage is limited to a single Lot or Dwelling Unit, all available insurance proceeds shall be paid by the Trustee to the Owner of such Lot or Dwelling Unit and the Owner shall use the same to rebuild or repair such Dwelling Unit in accordance with the original plans and specifications therefor. If such damage extends to two or more Lots or Dwelling Units, then:

(a) Reconstruction or Repair by Declarant.

If the available insurance proceeds initially offered or paid by the insurer do not exceed the sum of Ten Thousand and no/100 Dollars (\$10,000.00) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than One Thousand and no/100 Dollars (\$1,000.00), such insurance proceeds shall be paid to the Trustee hereinbefore designated in Section 2 hereof. The Declarant shall thereupon contract to repair or rebuild the damaged portions of the Dwelling Units in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion);

(b) Other Situations. If subparagraph (a) is inapplicable, then:

(1) Payment to Trustees. All available insurance proceeds shall be paid to the Trustee designated by the Declarant to be held for the benefit of the Owners of the damaged Dwelling Units as their respective interests may appear. The Declarant is authorized to enter on behalf of such Owners into a construction agreement, consistent with these restrictions, with such Trustee and a contractor relating to the rebuilding of such damaged Dwelling Units, all in accordance with the following procedure;

(2) Procedure. The Declarant shall obtain firm bids (including the right but not the obligation to obtain payment and performance bonds) from three (3) or more responsible contractors to rebuild the damaged Dwelling Units in accordance with their original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners of such damaged Dwelling Units to consider such bids. Each such bid shall be itemized so that the total cost in rebuilding the damaged Dwelling Unit of each Owner will be set forth separately. At the meeting, the Owners shall accept the lowest bid as to

rebuilding all of the damaged Dwelling Units unless by 100% vote, such Owners elect to accept a higher bid for such work. Upon acceptance of such bid, if the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion).

*If any Owner shall fail to pay any special assessment made pursuant to subparagraphs 1 or 2 of this Section 5(b) within thirty (30) days after the levy thereof, the Declarant may make up the deficiency by payment thereof, but said deficiency shall be replenished from the Owner of the damaged Dwelling Unit whether the said improvement is or is not so reconstructed. Any such deficiency shall be deemed a Maintenance Cost with respect to the Lot involved secured by the Maintenance Lien described in Article V hereof. Upon payment by such Owners or by the Declarant for the benefit of such Owners (as provided herein), the Declarant shall let the contract to the successful bidder.*

#### ARTICLE X

##### TERMS; AMENDMENTS; TERMINATIONS

Section 1: Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2004. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years, unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy-five percent (75%) of the Lots. Furthermore, this Declaration may be terminated at any time if (i) Owners of legal title of seventy-five percent (75%) of the Lots by affirmative vote elect to so terminate this Declaration and (ii) Declarant approves such termination in writing.

Section 2: Amendments. This Declaration may be amended or changed in whole or in part at any time by (i) the affirmative vote of the Owners of legal title of fifty-one percent (51%) of the Lots and (ii) the written approval of Declarant.

Section 3: Election Procedure for Amendments and Termination. The affirmative votes required under Section 1 or Section 2 of this Article may be obtained and evidenced either by a written consent to any such amendment or termination, as the case may be, signed by the requisite percentage of Owners (which such consent shall be in recordable form and presented to Declarant) or by the requisite vote by the Owners at a meeting of Owners duly called by at least ten (10) Owners or by Declarant pursuant to notice in writing mailed to all of the Owners at their last known addresses on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the

proposal as to amendment or termination of this Declaration (and/or the Covenants therein) and the affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or Declarant. In any event, a copy of the minutes must be delivered to Declarant.

**Section 4: Recording of Amendments or Termination.**  
Upon the requisite percentage of Owners duly voting to amend or terminate this Declaration (and/or the Covenants herein) and upon the other conditions set forth in Section 1 or Section 2 (of this Article, as the case may be) and Section 3 of this Article being satisfied, then:

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

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

**Section 5: Effect.** Upon the recording of the Certificate of termination as required by subparagraph (b) in Section 4 of this Article, these Covenants and this Declaration shall have no further force and effect. Upon the filing of a Certificate of Amendment in accordance with subparagraph (a) of Section 4 of this Article, this Declaration and the Covenants, as amended, shall remain in full force and effect, enforceable in accordance with its terms.

**Section 6: Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions.** Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the Property or any portion thereof. Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment signed by a duly authorized agent of Declarant, with his signature acknowledged, specifying the Federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon the Property and all persons having an interest in the Property. Except as provided in this Section 6 Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 2 of this Article.

## RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT LOTS

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to resubdivide and replat any Lot or Lots without the consent of any of the other Owners.

## ARTICLE XII

## SUBJECTING ADDITIONAL LANDS TO THE DECLARATION

From time to time the size of the Property may be increased by Declarant's recording with the Recorder of Deeds, Kerr County, Texas, a supplement to this Declaration (hereinafter called "Supplemental Declaration"). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Declarant who shall be the owner of record of the additional land to be included within the Property and subjected to the Covenants set forth in this Declaration. Each such Supplemental Declaration shall:

- (a) describe the additional land to be included as a part of the Property;
- (b) state the number of new lots in such additional land which will be deemed "Lots" hereunder;
- (c) state that such land and any permanent improvements thereon are expressly subjected to all of the Covenants set forth in this Declaration; and
- (d) state that each Owner of a Lot therein, for and on behalf of his heirs, executors, administrators, trustees, personal representatives, successors and assigns, agrees to be personally liable for all Maintenance Cost imposed hereunder and shall be personally bound by all Covenants set forth in this Declaration.

## ARTICLE XIII

## MISCELLANEOUS

Section 1: Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

Section 2: Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 3: Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no

effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Section 4: Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 5: Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 6: Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 7: Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Declarant for the purpose of service of such notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Declarant.

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

Section 9: Prior Recorded Instruments. This instrument and the provisions hereof are expressly subject to all prior recorded documents affecting the Property, including without limitation that certain Reservation of Architectural Control, recorded by Riverhill Club & Estates, Ltd., a Texas limited partnership, on the 27<sup>th</sup> day of May, 1974, in the office of the Recorder of Deeds, Kerr County, Texas, ~~Volume \_\_\_\_\_, commencing at page \_\_\_\_\_.~~ under Clerk's File # 751883.

IN WITNESS WHEREOF, Riverhill Club & Estates, Ltd., a Texas limited partnership, has hereunto caused its name to be signed and the same to be attested by the signatures of its duly authorized officials as of the day and year first above written.

RIVERHILL CLUB & ESTATES, LTD.

By: Tiorra Linda Ranch Corporation,  
General Partner

By:   
Robert R. Pickett, III,  
President

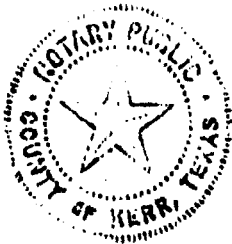


STATE OF TEXAS       §  
                             §  
COUNTY OF KERR     §

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BEFORE ME, the undersigned authority, on this day personally appeared SELSER R. PICKETT, III, President of Tierra Linda Ranch Corporation, General Partner of Riverhill Club & Estates, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of MAY, 1975.



  
NOTARY PUBLIC IN AND FOR  
KERR COUNTY, TEXAS

FILED FOR RECORD

at 2:00 o'clock P.M.

MAY 27 1975

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By Donna L. White Deputy

## EXHIBIT A

## TRACT 1

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All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising #19.17 acres being 19.14 acres out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, and 0.03 acre out of Original Survey No. 146, Wm. C. Francis, Abstract No. 137, this tract being Riverhill Townhouse Tracts No. One, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post the South corner of that 28 acres which was conveyed from Wm. Bryant Saner to L. D. Brinkman by deed dated October 27, 1971, and recorded in Volume 152 at Page 481 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates System South Central Zone are N or Y = 795,458.873, E or X = 1,955,859.093;

THENCE with fence along the NW line of Original Survey No. 147, Nathaniel Holt, S.44°59'W. 988.73 feet to an iron stake in the East line of newly widened right of way of Texas Highway No. 16;

THENCE with the East right of way of said Texas Highway No. 16, S.10°50'E. 200.0 feet to a point in said right of way;

THENCE S. 45°11'12"E. 146.5 feet to an iron stake NW of No. 16 Green of Riverhill Golf Course;

THENCE around No. 16 Green, N.70°17'E. 131.6 feet, and S.55°56'E. 105.3 feet to an iron stake the NW line of No. 17 Fairway;

THENCE along the NW line of 17 Fairway, N.32°11'E. 514.4 feet, N.39°36'E. 212.5 feet, N.14°06'W. 201.3 feet, N.31°36'E. 66.8 feet, N.50°46'E. 118.7 feet and N.29°01'E. 55.2 feet to an iron stake a SW corner of Block One of Riverhill Townhouse Tracts No. One.

THENCE with the South side of said Block One, N.77°11'E. 25.3 feet, S.75°02'E. 60.9 feet, S.69°10'E. 99.5 feet, S.38°12'E. 77.0 feet, S.5°58'W. 23.6 feet, S.54°30'E. 315.81 feet, S.80°18'E. 121.1 feet, S. 58°53'E. 204.1 feet and S.75°10'E. 318.2 feet to an iron stake the most Southerly SE corner of Block One;

THENCE WITH THE NE line of said Block One, N.14°11'E. 98.0 feet, N. 12°37'W. 192.3 feet, N.26°44'W. 240.2 feet, N.32°07'W. 209.6 feet, N.88°53'W. 334.4 feet, N.81°20'W. 372.2 feet and N.84°06'W. 124.2 feet to an iron stake SW of No. 18 Tee;

THENCE with the NE line of Fairway Drive along the arc of a circular curve to the right in a NW direction having a radius of 145.0 feet for a distance of 20 feet to a point;

THENCE crossing street, S.78°16'25"W. 40 feet to the SW line of said Fairway Drive;

THENCE with the SW line of said Fairway Drive along the arc of a circular curve to the left in a SE direction having a radius of 185 feet for a distance of 55 feet to a point;

THENCE with the arc of a circular curve to the right in a SW direction having a radius of 20 feet for a distance of 30 feet to the NW line of Sand Bend Drive;

THENCE with the NW line of said Sand Bend Drive,  $8.51^{\circ}09'57''$ W.  
170 feet to the point of curvature of a circular curve to the left;  
THENCE with the arc of said circular curve in a SW direction  
having a radius of 306.22 feet for a distance of 15 feet to  
a point;

THENCE N.  $45^{\circ}22'$ W. 5 feet to the place of beginning.

TRACT 2

Lots 1, 2, 3, 4, 5, 6 & 7 of Block R and all of the  
land constituting same as shown on a plat of Riverhill  
Estates No. Two, a subdivision of Kerr County, Texas as  
recorded in Volume 4 at Page 30 of the Plat Records, Kerr  
County, Texas.

EXHIBIT A - PAGE 2

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

Recorded May 29, 1975  
EMMIE M. MUENKER, Clerk

By Defender's Attorney Deputy

**CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, RE: RIVERHILL CLUB AND ESTATES, LTD.**

STATE OF TEXAS

COUNTY OF KERR

) 752319

Before me, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared Pat Tinley, known to me to be a credible person of lawful age and qualified in all respects to make this Affidavit, who being by me here and now duly sworn, upon oath said:

That on the 27th day of May, 1975, he caused a Declaration of Covenants, Conditions and Restrictions to be recorded in the office of the County Clerk of Kerr County, Texas, said Declaration of Covenants, Conditions and Restrictions having been made and executed on the 27th day of May, 1975, by Riverhill Club & Estates Ltd., the same having been filed under clerk's file number 751884 and recorded in Volume 179, Page 822, Deed Records of Kerr County, Texas; and


Prior to the recording of such Declaration of Covenant, Conditions and Restrictions, he filled in three blanks in Section 9 of Article XIII of such Declaration of Covenants, Conditions and Restrictions, such Section 9 appearing at Volume 179, Page 836, Deed Records of Kerr County, Texas, thereby causing that portion of Section 9 containing the blanks to read "on the 27th day of May, 1974";

That he incorrectly inserted the year 1974 in one of such blanks instead of the year 1975, and that portion of subsection 9 containing such blanks should have been filled in to read "on the 27th day of May, 1975", and this Affidavit is made for the purpose of ratifying and confirming the fact that the year stated should have been the year 1975.

Further Affiant saith not

  
Pat Tinley

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

  
Notary Public, Kerr County, Texas  
MARVIN T. BROWN  
NOTARY PUBLIC  
KERR COUNTY, TEXAS



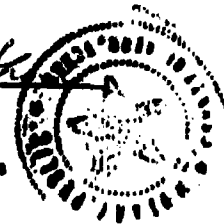
STATE OF TEXAS )  
COUNTY OF KERR )

Before me, the undersigned authority, on this day personally appeared Pat Tinley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 20<sup>th</sup> day of June, A.D. 1975.

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

MARION L. SHORT  
NOTARY PUBLIC  
KERR COUNTY, TEXAS



-2-

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

By Frederick A. Adams Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as this "Declaration") made on the date hereinafter set forth, by EMPIRE DRILLING COMPANY, a Texas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns property within the property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, the Property is subject to (i) that certain Declaration of Covenants, Conditions and Restrictions, dated May 27, 1975 and recorded in Volume 179, Page 822, et seq., of the Deed Records of Kerr County, Texas and (ii) that certain Reservation of Architectural Control, dated May 27, 1975 and recorded in Volume 179, Page 806, et seq., of the Deed Records of Kerr County, Texas; reference to each of which is hereby made for all purposes, (collectively "Prior Restrictions").

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, in addition to the Prior Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the Property is and shall be held, sold, encumbered, occupied and conveyed subject to the following easements, liens, charges, obligations, restrictions, covenants and conditions, which shall be covenants running with the land, shall run with and bind the Property, and all portions thereof, and shall be binding upon each and every party having or acquiring any interest in any portion of the Property.

ARTICLE IDEFINITIONS

The following words, phrases and 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 Empire Drilling Company and the successors and assigns of Declarant's rights and powers hereunder.

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

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

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

F. "Association" shall mean and refer to LOS ADOBES HOMEOWNERS ASSOCIATION, a non-profit association, its successors and assigns. Declarant and/or its Members may cause the Association to be incorporated as a non-profit corporation under the laws of the State of Texas which shall be the governing body of all Owners for the maintenance, repair, replacement, administration and operation hereof, and shall succeed to all the rights, powers, and duties of the Association. Upon the formation of such non-profit corporation, every Member shall automatically be a member thereof.

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

H. "Plat" shall mean and refer to the plat or replat of the Property duly recorded in the Plat Records of Kerr County, Texas.

I. "Property" shall mean and refer to the property described in Exhibit "A", attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

J. "Common Area" shall mean and refer to all real property and the improvements thereon described as "Common Area" in Exhibit "A", attached hereto, and such other property designated for the common use and enjoyment of the Owners by Declarant, on the Plat or otherwise in writing. The Common Area described in Exhibit "A", attached hereto, shall be conveyed to, and owned by, the Association.

K. "Assigned Parking Spaces" shall mean those parking spaces designated by Declarant, on the Plat or otherwise in writing, which shall be a part of the Common Area. Each Lot shall be assigned parking spaces by Declarant for the use and enjoyment for the purpose of vehicle parking by the Owner of the Lot designated by Declarant, and if not so designated such spaces shall be allocated and designated for use by each Owner and each Lot by the Association.

L. "Lot" shall mean and refer to each of the twenty-four tracts of land described in Exhibit "A", attached hereto and any other plot of land shown upon any recorded subdivision map or plat of the Property and/or designated as a "Lot" in writing by Declarant, with the exception of the Common Area.

M. "Member" shall mean and refer to every person or entity who is an Owner.

## ARTICLE II

### EXISTING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Existing Covenants, Conditions and Restrictions. The Property and Owners of Lots thereon are expressly subject to and bound by the Prior Restrictions and the covenants herein set forth are intended to be in addition to, but not in place of, the Prior Restrictions and should there be any conflict in the terms of the covenants herein set forth with

the terms of the Prior Restrictions, then, in such event, the Prior Restrictions will, in all events, control and be binding on the Owners.

### ARTICLE III

#### COVENANTS BINDING ON PROPERTY AND OWNERS

**Section 1. Property Bound.** From and after the date of recordation of this Declaration, the Property, except as herein provided, shall be subject to the Covenants and the Covenants shall run with, be for the benefit of, and bind and burden the Property and each portion thereof.

**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 conveying the same. Each Owner for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, assessments provided for hereunder, and to be bound by all of the Covenants herein set forth. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments (together with interest thereon, cost of collection and attorney's fees, if any) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by non-use of or by transfer or abandonment of his Lot. The Owner's personal obligation shall not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessment which fell due while the prior Owner was an Owner.

**Section 3. Additions.** Additional lands may become subject to this Declaration in any of the following manners:

(a) The owner of any property (other than Declarant) who desires to add it to the scheme of this Declaration, may do so upon compliance with the provisions of subparagraph (b) herein by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the scheme of the covenants, conditions, and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the property described in Exhibit "A", attached hereto.

(b) In the event any owner desires the annexation of additional residential property and/or common area pursuant to subparagraph (a) herein, such annexation must have the affirmative approval of two-thirds (2/3rds) of each class of the Members.



Any additions made pursuant to subparagraphs (a) or (b) when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as surviving to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration for the Property except as hereinafter provided.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding any other provision of this Article, from and after January 1, 1983, the Class B Member(s) shall be entitled to only one vote for each Lot in which it holds the interest required for membership.

Section 3. Quorum and Notice Requirements. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Bylaws, as same may be amended from time to time.

## ARTICLE V

### PROPERTY RIGHTS

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**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of this Declaration, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Area.

**Section 2. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Area (including limiting the number of guests of Members);

(b) Subject to the affirmative approval of two-thirds (2/3rds) of each class of Members, the right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(d) The right of the Association, as provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Area;

(e) Subject to approval by written consent of two-thirds (2/3rds) of each class of Members, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members; and

(f) The right of each Owner to the use of the Assigned Parking Spaces.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments

to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the Maintenance Fund of the Association. The annual, special capital and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Area and of the Units situated upon the Property, including, but not limited to, the payment of taxes on and insurance in connection with the Common Area and the repair, replacement, and additions thereto, for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area, for carrying out the duties of the Association as set forth hereafter, and for carrying out the purposes of the Association.

Section 3. Improvement and Maintenance of the Common Area Prior to Conveyance to the Association. Until the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the sole responsibility and duty of improving and maintaining the Common Area, including, but not limited to, the payment of taxes on and insurance in connection with the Common Area and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area. In this regard, and until such time, all assessments, both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Area as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Area hereunder. Any sums required by Declarant to improve and maintain the Common Area, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Section 4. Basis and Amount of Annual Assessments.

The annual assessments shall be determined by the Board of Directors of the Association which determination shall be based upon the requirements of the Association to satisfy the expenses of the Association and its purposes for the next ensuing year.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of two-thirds (2/3rds) of each class of Members, as provided hereinafter.

Section 6. Uniform Rate of Assessments. Both annual and special assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots, except those which are exempt as herein provided.

Section 7. Date of Commencement of Assessments: Due Dates.

The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and shall be payable as the Board determines. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the amount of such annual assessment as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in the month.

The due date or dates, if it is to be paid in installments, of any special assessment under Section 5 hereof or of any special individual assessment under Section 1 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid within thirty (30) days after the date(s) specified in the notice to the Owner then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. Each Owner by his acceptance of a deed or conveyance of his Lot hereby grants a continuing lien on the Lot of each such Owner as security for such assessments which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns, and each Owner by his acceptance of a deed or conveyance of his Lot hereby grants, sells and conveys such Lot to David L. Jackson, Trustee, and his successors in trust, to further secure such obligations, with the express power of sale and the right of the Association to sell such Lot at public sale in accordance with Article 3810, Texas Revised Civil Statutes. Further, the Declarant hereby retains a vendor's lien against each Lot as security for said assessments and said vendor's lien is hereby transferred and assigned to the Association without recourse. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the due date specified in the notice to the Owner, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election and in addition to any and all other rights or remedies hereunder, at law or in equity, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in any action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment for purchase money or improvements; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or transfer in lieu thereof of such property pursuant to the terms and conditions of any such deed of trust or mortgage. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**Section 11. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Area as defined herein.

No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any restrictions, covenants and conditions or rules and regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance herewith. Any sale, transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements hereof.

## ARTICLE VII

### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

**Section 1. Powers and Duties.** The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of the Maintenance Fund provided for herein, the following:

(a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Area, rather than against the individual Owners.

(b) Maintenance of the Common Area.

## (c) Care and preservation of the Common Area.

(d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; it being expressly agreed that each Owner agrees to be bound by any such management agreement(s).

## (e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in such amounts and with such coverages as the Board of Directors shall determine; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(g) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(a) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(b) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(c) To protect or defend the Common Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(d) To make reasonable rules and regulations for the operation of the Common Area and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by two-thirds of the Members, or, with respect to a rule applicable to less than all of the Property, by the Members in the portions affected.

(e) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(f) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(g) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

**Section 2. Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the Unit and improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such Unit and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand together with interest thereon at the rate of 10% per annum from the date of demand until paid, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

**Section 3. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

**Section 4. Fire and Casualty Insurance.** Each Owner shall maintain, at such Owner's expense, adequate fire and casualty insurance on his Unit, with extended coverage.

#### ARTICLE VIII

##### USE OF LOTS AND COMMON AREA - PROTECTIVE COVENANTS

The Property (and each Lot situated therein) and the Common Area shall be occupied and used as follows:

**Section 1. Residential Purposes Only.** Each Lot shall be used exclusively for residential purposes.

**Section 2. Obstructions, Etc.** There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from the Common Area, without the written consent of the Board.



**Section 3. Restricted Actions by Owners.** No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any applicable law. No waste shall be committed in the Common Area.

**Section 4. Signs.** No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Board, except signs temporarily used by Declarant or any Owner in the development, sale or leasing of Lots.

**Section 5. Nuisances.** Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

**Section 6. Attachments.** No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Board.

**Section 7. Damage to the Common Area.** Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

**Section 8. Rules of the Board.** All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

**Section 9. Animals.** No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

**Section 10. Waste.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Property except in sanitary containers.

**Section 11. Boats.** A motorboat, houseboat or other similar water-borne vehicle may not be maintained, stored or kept on any parcel of property covered by these covenants.

#### ARTICLE IX

#### ARCHITECTURAL CONTROL COMMITTEE

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property

nor erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any other improvements, shall be commenced, erected or maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted to and approved by the Board of Directors of the Association and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Board, or by representative(s) appointed by the Board; provided, however, that the provisions of this Article shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Board and retained by the Board. In the event the Board or its designated representative(s), fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Board nor its designated representative(s) shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

## ARTICLE X

### EASEMENTS

**Section 1. Utility Easements.** Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its successors and assigns. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

**Section 2. Overhang Easements.** Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Property with the roof of any Unit on the Property as any such roof is originally constructed by Declarant, but not otherwise.

**Section 3. Ingress and Egress by the Association.** Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Maintenance Fund.

Section 4. Encroachments. The Common Area and each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant or the builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 5. Other Easements. There is hereby granted an easement to all police, fire protection, ambulance and all similar persons to enter upon the Common Area and each Lot in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association to enter in or cross over the Common Area provided for herein. Further, a blanket easement is hereby granted to any utility company or private or governmental agency providing water, natural gas, electrical service or telephone service to install, erect and maintain the necessary pipes, poles, lines and other necessary equipment in, on or under the Common Area.

## ARTICLE XI

### GENERAL PROVISIONS

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

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

Section 3. Term. This Declaration shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2004. From and after this said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years, unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy-five percent (75%) of the Lots. Furthermore, this Declaration may be terminated at any time if (i) Owners of legal title of seventy-five percent (75%) of the Lots by affirmative vote elect to so terminate this Declaration and (ii) Declarant approves such termination in writing.

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

Section 5. Election Procedure for Amendments and Termination. The affirmative votes required under Section 3 or Section 4 of this Article may be obtained and evidenced either by a written consent to any such amendment or termination, as the

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

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

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

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

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

Section 8. Right of Amendment if Requested by Governmental Agency or 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 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 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 any interest in the Properties.

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

Section 10. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 11. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 12. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 13. Reservation of Right to Resubdivide and Replat. 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 without the consent of any of the other Owners or any other owner of a portion of the Property and each such Owner and other owner expressly waive any notice of, and any right to consent to, any such resubdivision or replat and expressly agree that Declarant may resubdivide and replat as herein set forth without any notice to, or consent of, any such Owner or other owner.

IN WITNESS WHEREOF, Declarant herein has executed this Declaration this 6 day of June, 1980.

EMPIRE DRILLING COMPANY

BY: [Signature]



Secretary

The foregoing Declaration is being joined in by the undersigned, owners of portions of the Property, in evidence of their consent, approval, acceptance, adoption and ratification of the Declaration and all covenants, conditions and restrictions set forth therein; so that the undersigned hereby declare that the portions of the Property owned by each of them

shall be owned and held subject to the Declaration and its covenants, conditions and restrictions.

Hilre Hunt

Stuart Hunt

Jackie L. Copeland

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority on this day personally appeared Shenman Hunt, of EMPIRE DRILLING COMPANY, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Glynn R. Boyer  
Notary Public in and for  
Dallas County, Texas

My commission expires: 10-18-81

Glynn R. Boyer  
(type or print name of notary)

THE STATE OF TEXAS §

COUNTY OF Dallas §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Glynn R. Boyer  
Notary Public in and for  
Dallas County, Texas

My commission expires: 10-18-81

Glynn R. Boyer  
(type or print name of notary)

THE STATE OF TEXAS §

COUNTY OF Dallas §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of June, 1980.

Glynn R. Bryan  
Notary Public in and for  
Dallas County, Texas

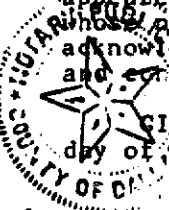
My commission expires: 10-18-81

Glynn R. Bryan  
(type or print name of notary)

THE STATE OF NEW YORK §

COUNTY OF NEW YORK §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, 1980.

Glynn R. Bryan  
Notary Public in and for  
Dallas County, Texas

My commission expires: 10-18-81

Glynn R. Bryan  
(type or print name of notary)

EXHIBIT "A"

VOL. 236 PAGE 263

I. PROPERTY:

Those certain twenty-four lots or parcels of land described on pages A-1 - A-18, B-1 - B-3, C-1 - C-2, and D-1 of this Exhibit "A", attached hereto and made a part hereof for all purposes, together with the Common Area described and specified in II below.

II. COMMON AREA:

That certain Common Area and parcel of land more particularly described as the property described on pages 2 and 3 of this Exhibit "A", attached hereto and made a part hereof for all purposes, save and except the twenty four lots or parcels described on pages A-1 - A-18, B-1 - B-3, C-1 - C-2 and D-1 of this Exhibit "A", attached hereto.



Being all of a certain tract or parcel of land out of Block Two of Riverhill Townhouse Tracts No. One in Kerr County, Texas according to Plat of Record in Volume 4, Page 24, of the Plat Records of Kerr County, Texas, reference to which plat of such subdivision being here made for all purposes, comprised of the three tracts of land described as follows:

**TRACT ONE:** All of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15;

**TRACT TWO:** Parts of Lots No. 16 and No. 17 as follows: **BEGINNING** at an existing 1/2" iron stake for the northeast corner of the herein described tract in the west right-of-way line of Sand Bend Drive, in a circular part of said street formerly a cul-de-sac having a 62.0 foot radius, the southeast corner of Lot No. 15, and the Northeast corner of Lot No. 16 in said Block Two;

**THENCE** along the right of way line of said Sand Bend Drive and the east line of said Lot No. 16, 14.64 feet to a 1/2" iron stake set for the southeast corner of the herein described tract;

**THENCE** along the westerly right of way line of Sand Bend Drive extension; upon, over and across said Lot No. 16, S. 27° 18' W., 50.61 feet to a point in the common line between said Lots No. 16 and No. 17, then S. 27° 18' W., 116.66 feet upon, over and across said Lot No. 17 to a 1/2" iron stake set for the southwest corner of the herein described tract in the southwest line of said Lot No. 17 and Block Two;

**THENCE** along the southwesterly line of said Block Two; N. 45° 13' W., 39.71 feet along the southwest line of said Lot No. 17 to an existing 1/2" iron stake, the west corner of said Lot No. 17, and the south corner of Lot No. 16; and along the southwesterly line of said Lot No. 16, N. 45° 10' W., 55.03 feet to an existing 1/2" iron stake at an angle point and N. 10° 50' W., 63.00 feet to an existing 1/2" iron stake at the northwest corner of said Lot No. 16, the southwest corner of Lot No. 15;

**THENCE** along the common line between said Lots No. 15 and No. 16, N. 77° 23' E., 154.41 feet to the PLACE OF **BEGINNING**, containing 0.26 acre of land, more or less.

**TRACT THREE:** Part of the undesignated area of Block Two west of Sand Bend Drive and northeast of and abutting Lot No. 1 of said Block Two, as follows: **BEGINNING** at an existing 1/2" iron stake for the south corner of the herein described tract in the west right of way line of Sand Bend Drive, the northeast corner of said Lot No. 1;

THENCE along the west right of way line of said Sand Bend Drive; N.  $09^{\circ} 24'$  W., 101.22 feet to an existing 1/2" iron stake at the beginning of an  $83^{\circ} 41'$  curve to the right having a central angle of  $54^{\circ} 34'$  and a 68.47 foot radius; 65.21 feet along said  $83^{\circ} 41'$  curve to its end, the most easterly corner of the herein described tract;

THENCE N.  $44^{\circ} 50'$  W., 2.37 feet to a point for the most northerly corner of the herein described tract in the northwest line of said Block Two and Riverhill Townhouse Tracts No. one;

THENCE along said northwest line of Block Two and Riverhill Townhouse Tracts No. One, S.  $45^{\circ} 20'$  W., 127.40 feet to an existing 1/2" iron stake for the west corner of the herein described tract, the north corner of said Lot No. 1;

THENCE along the northeast line of said Lot No. 1, S.  $51^{\circ} 18'$  E., 114.72 feet to the PLACE OF BEGINNING, containing 0.13 acre of land, more or less.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-A of the Los Adobes Development, comprising parts of Lots No. 2 and No. 3 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3002 ft. S.44° 58'W. and 44 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.51° 07'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Unit No. 521-A and No. 521-B: S.51° 07'E. 29.38 ft., S.38° 53'W. 6.17 ft., S.51° 07'E. 2.00 ft., S.38° 53'W. 6.39 ft., and S.51° 07'E. 4.87 ft. to the center of a party wall of Unit No. 521-D;

THENCE, with the center of party walls, S.38° 53'W: 0.67 ft. along Unit No. 521-D, and 13.50 ft. along Unit No. 521-C, a total distance of 14.17 ft. to a corner of Unit No. 521-C; along the face of outside walls, N.51° 07'W., 6.54 ft.; and S.38° 53'W., 14.00 ft. and S.38° 53'W., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, N.51° 07'W., 32.71 ft. to the west corner of the herein described tract;

THENCE, N.38° 53'E., 43.73 ft. to the PLACE OF BEGINNING, containing 1532 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-B of the Los Adobes Development, comprising parts of Lots No. 1 and No. 2 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estate Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3002 ft. S.44° 58'W. and 44 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.51° 07'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 521-A and No. 521-B: S.51° 07'E. 29.38 ft., S.38° 53'W. 6.17 ft. S.51° 07'E. 2.00 ft., S.38° 53'W. 6.39 ft., S.51° 07'E. 4.87 ft. to the center of a party wall of Unit No. 521-D;

THENCE, with the center of a party wall between Units No. 521-B and 521-D; S.38° 53'W., 53.21 ft. to the face of an outside wall; and S.38° 53'W., 3.00 ft. to the east corner of the herein described tract;

THENCE, N.51° 07'W., 39.25 ft. to the north corner of the herein described tract;

THENCE, S.38° 53'W., 43.65 ft. to the PLACE OF BEGINNING, containing 1787 square feet of land within these metes and bounds.

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Being all of a certain lot, tract or parcel of land, known as Unit No. 521-C of the Los Adobes Development, comprising parts of Lots No. 2 and No. 3 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 2995 ft. S.44° 58'W. and 130 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.51° 07'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.51° 07'W., 8.00 ft., and N.38° 53'E., 1.55 ft.; along the center of a party wall between Units No. 521-C and No. 521-D: N.51° 07'W. 29.60 ft., S.38° 53'W. 13.22 ft., and N.51° 07'W. 7.00 ft. to the center of a party wall of Unit No. 521-A;

THENCE, along the center of a party wall between Units No. 521-A and No. 521-C, S.38° 53'W. 13.50 ft. to a corner of Unit No. 521-A; along the face of an outside wall, S.51° 07'E., 7.08 ft.; and S.38° 53'W., 17.00 to the west corner of the herein described tract;

THENCE, S.51° 07'E., 40.52 ft. to the south corner of the herein described tract;

THENCE, N.38° 53'E., 42.17 ft. to the PLACE OF BEGINNING, containing 1851 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 521-D of the Los Adobes Development, comprising parts of Lots No. 1 and No. 2 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 2995 ft. S.44° 58'W. and 130 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.51° 07'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.51° 07'W., 8.00 ft., and N.38° 53'E., 1.55 ft.; along the center of a party wall between Units No. 521-C and No. 521-D: N.51° 07'W. 29.60 ft., S.38° 53'W. 13.22 ft., and N.51° 07'W. 7.0 ft. to the center of a party wall of Unit No. 521-A;

THENCE, with the center of party walls, N.38° 53'E: 0.67 ft. along Unit No. 521-A, 53.21 ft. along Unit No. 521-B to the face of an outside wall; and 3.00 ft., a total of 56.88 ft. to the north corner of the herein described tract;

THENCE, N.51° 07'E., 41.20 ft. to the northerly east corner of the herein described tract; in the northwesterly right-of-way line of Sand Bend Drive;

THENCE, along the northwesterly right-of-way line of Sand Bend Drive, S.09° 21'E., 8.59 ft. to the southerly east corner of the herein described tract;

THENCE, S.38° 53'W., 39.49 ft. to the PLACE OF BEGINNING, containing 2170 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-A of the Los Adobes Development, comprising parts of Lots No. 4 and No. 5 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 3076 ft. S.44° 58'W. and 84 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.26° 08'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 531-A and No. 531-B: S.26° 08'W. 29.33 ft., N.63° 52'W. 6.17 ft., S.26° 08'W. 2.00 ft., N.63° 52'W. 6.50 ft., and S.26° 08'W. 5.04 ft. to the center of a party wall of Unit No. 531-D;

THENCE, with the center of party walls, N.63° 52'W.: 0.67 ft. along Unit No. 531-D, and 13.50 ft. along Unit No. 531-C, a total distance of 14.17 ft. to a corner of Unit No. 531-C; along the face of outside walls, N.26° 08'E., 6.71 ft. and N.63° 52'W., 14.00 ft.; and N.63° 52'W., 3.00 ft. to the west corner of the herein described tract;

THENCE, N.26° 08'E., 32.66 ft. to the north corner of the herein described tract;

THENCE, S.63° 52'E., 43.84 ft. to the PLACE OF BEGINNING, containing 1536 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-B of the Los Adobes Development, comprising parts of Lots No. 3, No. 4 and No. 5 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3076 ft. S.44° 58'W. and 84 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.26° 08'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 531-A and No. 531-B: S.26° 08'W. 29.33 ft., N.63° 52'W. 6.17 ft., S.26° 08'W. 2.00 ft., N.63° 52'W. 6.50 ft., S.26° 08'W. 5.04 ft. to the center of a party wall of Unit No. 531-D;

THENCE, with the center of a party wall, between Units No. 531-B and No. 531-D; S.63° 52' 53.12 ft. to the face of an outside wall and S.63° 52'E., 3.00 ft. to the south corner of the herein described tract;

THENCE, N.26° 08'E., 39.37 ft. to the east corner of the herein described tract;

THENCE, N.63° 52'W., 43.45 ft. to the PLACE OF BEGINNING, containing 1787 square feet of land within these metes and bounds.

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Being all of a certain lot, tract or parcel of land, known as Unit No. 531-C of the Los Lobos Development, comprising parts of Lots No. 5 and No. 6 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 3159 ft. S.44° 58'W. and 110 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.26° 08'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.26° 08'E., 8.00 ft., and S.63° 52'E., 1.64 ft.; along the center of a party wall between Units No. 531-C and No. 531-D: N.26° 08'E. 29.48 ft., N.63° 52'W. 13.13 ft. and N.26° 08'E. 7.00 ft. to the center of a party wall of Unit No. 531-A;

THENCE, along the center of a party wall between Units No. 531-A and No. 531-C, N.63° 52'W., 13.50 ft. to a corner of Unit No. 531-A; along the face of an outside wall, S.26° 08'W., 6.83 ft.; and N.63° 52'W., 17.00 ft. to the westerly north corner of the herein described tract;

THENCE, S.26°08'W., 40.65 ft. to the west corner of the herein described tract;

THENCE, S.63° 52'E., 41.99 ft. to the PLACE OF BEGINNING, containing 1845 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 531-D of the Los Adobes Development, comprising parts of Lots No. 4, No. 5 and No. 6 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3159 ft. S.44° 58'W. and 110 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.26° 08'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.26° 08'E., 8.00 ft., and S.63° 52'E., 1.64 ft.; along the center of a party wall between Units No. 531-C and No. 531-D: N.26° 08'E. 29.48 ft., N.63° 52'W. 13.13 ft., and N.26° 08'E. 7.00 ft. to the center of a party wall of Unit No. 531-A;

THENCE, with the center of party walls, S.63° 52'E: 0.67 ft. along Unit No. 531-A, 53.12 ft. along Unit No. 531-B to the face of an outside wall, and 3.00 ft., a total distance of 56.79 ft. to the east corner of the herein described tract;

THENCE, S.26° 08'W., 47.48 ft. to the south corner of the herein described tract;

THENCE, N.63° 52'W., 45.30 ft. to the PLACE OF BEGINNING, containing 2183 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-A of the Los Adobes Development, comprising parts of Lots No. 7 and No. 8 in Block No. Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the herein described tract which bears, more or less, 3217 ft. S.44° 58'W. and 82 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.36° 31'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 537-A and No. 537-B: S.36° 31'W. 29.11 ft., N.53° 29'W. 6.17 ft., S.36° 31'W. 2.00 ft., N.53° 29'W. 6.45 ft., and S.36° 31'W. 5.18 ft. to the center of a party wall of Unit No. 537-D;

THENCE, with the center of party walls, N.53° 29'W.: 0.67 ft. along Unit No. 537-D, and 13.50 ft. along Unit No. 537-C, a total distance of 14.17 ft. to a corner of Unit No. 537-C; along the face of outside walls, N.36° 31'E., 6.85 ft., and N.53° 29'W., 14.00 ft.; and N.53° 29'W., 3.00 ft. to the west corner of the herein described tract;

THENCE, N.36° 31'E., 32.44 ft. to the north corner of the herein described tract;

THENCE, S.53° 29'E., 43.79 ft. to the PLACE OF BEGINNING, containing 1526 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-B of the Los Adobes Development, comprising parts of Lots No. 7 and No. 8 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 233 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of the herein described tract which bears, more or less, 3217 ft. S.44° 58'W. and 82 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.36° 31'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 537-A and No. 537-B: S.36° 31'W. 29.11 ft., N.53° 29'W. 6.17 ft., S.36° 31'W. 2.00 ft., N.53° 29'W. 6.45 ft., S.36° 31'W. 5.18 ft. to the center of a party wall of Unit No. 537-D;

THENCE, with the center of a party wall between Units No. 537-B and No. 537-D; S.53° 29' 53.02 ft. to the face of an outside wall and S.53° 29'E., 3.00 ft. to the south corner of the herein described tract;

THENCE, N.36° 31'E., 39.29 ft. to the east corner of the herein described tract;

THENCE, N.53° 29'W., 43.40 ft. to the PLACE OF BEGINNING, containing 1783 square feet of land within these metes and bounds.

RECORDER'S MEMO, LEGIBILITY OF  
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Being all of a certain lot, tract or parcel of land, known as Unit No. 537-C of the Los Adobes Development, comprising parts of Lots No. 8 and No. 9 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 62 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of the herein described tract which bears, more or less, 3303 ft. S.44° 58'W. and 93 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.36° 31'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.36° 31'E., 8.00 ft., and S.53° 29'E., 1.76 ft.; along the center of a party wall between Units No. 537-C and No. 537-D: N.36° 31'E. 29.49 ft., N.53° 29'W. 13.08 ft., and N.36° 31'E. 7.00 ft. to the center of a party wall of Unit No. 537-A;

THENCE, along the center of a party wall between Units No. 537-A and 537-C, N.53° 29'W., 13.50 ft. to a corner of Unit No. 537-A; along the face of an outside wall, S.36° 31'W., 6.97 ft.; and N.53° 29'W., 17.00 ft. to the westerly north corner of the herein described tract;

THENCE, S.36° 31'W., 40.52 ft. to the west corner of the herein described tract;

THENCE, S.53° 29'E., 41.82 ft. to the PLACE OF BEGINNING, containing 1840 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 537-D of the Los Adobes Development, comprising parts of Lots No. 8 and No. 9 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of the herein described tract which bears, more or less, 3303 ft. S.44° 58'W. and 93 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.36° 31'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.36° 31'E., 8.00 ft., and S.53° 29'E., 1.76 ft.; along the center of a party wall between Units No. 537-C and No. 537-D; N.36° 31'E. 29.49 ft., N.53° 29'W. 13.08 ft., and N.36° 31'E. 7.00 ft. to the center of a party wall of Unit No. 537-A;

THENCE, with the center of party walls, S.53° 29'E.: 0.67 ft. along Unit No. 537-A, 53.02 ft. along Unit No. 537-B to the face of an outside wall, and 3.00 ft., a total of 56.69 ft. to the east corner of the herein described tract:

THENCE, S.36° 31'W., 47.49 ft. to the south corner of the herein described tract;

THENCE, N.53° 29'W., 45.37 ft. to the PLACE OF BEGINNING, containing 2182 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 541-A of the Los Adobes Development, comprising parts of Lots No. 10 and No. 11 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less, 3342 ft. S.44° 58'W. and 149 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.82° 09'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 541-A and No. 541-B: N.82° 09'W. 29.27 ft., N.07° 51'E. 6.17 ft., N.82° 09'W. 2.00 ft., N.07° 51'E. 6.60 ft., and N.82° 09'W. 5.35 ft. to the center of a party wall of Unit No. 541-D;

THENCE, with the center of party walls, N.07° 51'E. 0.67 ft. along Unit No. 541-D, and 13.50 ft. along Unit No. 541-C, a total of 14.17 ft. to a corner of Unit No. 541-C; along the face of outside walls, S.82° 09'E., 7.02 ft., and N.07° 51'E., 14.09 ft.; and N.07° 51'E., 3.00 ft. to the northwest corner of the herein described tract;

THENCE, S.82° 09'E., 32.60 ft. to the northeast corner of the herein described tract;

THENCE, S.07° 51'W., 43.93 ft. to the PLACE OF BEGINNING, containing 1541 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land known as Unit No. 541-B of the Los Adobes Development, comprising parts of Lots No. 10, No. 11 and No. 12 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3342 ft. S.44° 58'W. and 149 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.82° 09'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 541-A and No. 541-B: N.82° 09'W. 29.27 ft., N.07° 51'E. 6.17 ft., N.82° 09'W. 2.00 ft., N.07° 51'E. 6.60 ft., N.82° 09'W. 5.35 ft. to the center of a party wall of Unit No. 541-D;

THENCE, with the center of a party wall, between Units No. 541-B and 541-D, S.07° 51'W., 53.13 ft. to the face of an outside wall, and S.07° 51'W., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, S.82° 09'E., 39.62 ft. to the southeast corner of the herein described tract;

THENCE, N.07° 51'E., 43.36 ft. to the PLACE OF BEGINNING, containing 1754 square feet of land within these metes and bounds.



Being all of a certain lot, tract or parcel of land, known as Unit No. 541-D of the Los Adobes Development, comprising parts of Lots No. 11, No. 12 and No. 13 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less, 3393 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.82° 09'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.82° 09'E., 8.00 ft., and S.07° 51'W., 1.70 ft.; along the center of a party wall between Units No. 541-C and 541-D: S.82° 09'E. 29.45 ft., N.07° 51'E. 12.98 ft., and S.82° 09'E. 7.00 ft. to the center of a party wall of Unit No. 541-A;

THENCE, with the center of party walls, S.07° 51'W.: 0.67 ft. along Unit No. 541-A; 53.13 ft. along Unit No. 541-B to the face of an outside wall, and 3.00 ft. a total of 56.80 ft. to the southeast corner of the herein described tract;

THENCE, N.82° 09'W., 47.45 ft. to the southwest corner of the herein described tract;

THENCE, N.07° 51'E., 45.52 ft. to the PLACE OF BEGINNING, containing 2189 square feet of land within these metes and bounds,

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-A of the Los Adobes Development, comprising parts of Lots No. 13 and No. 14 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Lloyd Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 673 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less 3457 ft. S.44° 58'W. and 120 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.71° 48'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 549-A and No. 549-B: S.71° 48'W. 29.43 ft., N.18° 12'W. 6.17 ft., S.71° 48'W. 2.00 ft., N.18° 12'W. 6.50 ft., and S.71° 48'W. 5.01 ft. to the center of a party wall of Unit No. 549-D;

THENCE, with the center of party walls, N.18° 12'W.: 0.67 ft. along Unit No. 549-D, and 13.50 ft. along Unit No. 549-C, a total distance of 14.17 ft. to a corner of Unit No. 549-C; along the face of outside walls, N.71° 48'E., 6.68 ft., and N.18° 12'W., 14.00 ft.; and N.18° 12'W., 3.00 ft. to the northwest corner of the herein described tract;

THENCE, N.71° 48'E., 32.76 ft. to the northeast corner of the herein described tract;

THENCE, S.18° 12'E., 43.84 ft. to the PLACE OF BEGINNING, containing 1540 square feet of land within these metes and bounds.

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

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-D of the Low Adobus Development, comprising parts of Lots No. 14 and No. 15 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less, 3534 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.71° 48'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.71° 48'E., 8.00 ft., and S.18° 12'E., 1.68 ft.; along the center of a party wall between Units No. 549-C and No. 549-D: N.71° 48'E. 29.53 ft., N.18° 12'W. 13.30 ft., and N.71° 48'E. 7.00 ft. to the center of a party wall of Unit No. 549-A;

THENCE, with the center of party walls, S.18° 12'E.: 0.67 ft. along Unit No. 549-A, 53.12 ft. along Unit No. 549-B to the face of an outside wall, and 3.00 ft. a total of 56.79 ft. to the southeast corner of the herein described tract;

THENCE, S.71° 48'W., 47.53 ft. to the southwest corner of the herein described tract;

THENCE, N.18° 12'W., 45.17 ft. to the PLACE OF BEGINNING, containing 2179 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-D of the Lor Adobes Development, comprising parts of Lots No. 15 and No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estate Ltd., by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract which bears, more or less 3547 ft. S.44° 58'W. and 193 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.76° 53'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.76° 53'W., 8.00 ft., and N.13° 07'W., 1.53 ft.; along the center of a party wall between Units No. 551-C and No. 551-D: S.76° 53'W. 29.63 ft., S.13° 07'E. 13.32 ft., and S.76° 53'W. 7.0 ft. to the center of a party wall of Unit No. 551-A;

THENCE, with the center of party walls, N.13° 07'W.: 0.67 ft. along Unit No. 551-A, 53.11 ft. along Unit No. 551-B to the face of an outside wall, and 3.00 ft., a total of 56.78 ft. to the northwest corner of the herein described tract;

THENCE, N.76° 53'E., 47.63 ft. to the northeast corner of the herein described tract;

THENCE, S.13° 07'E., 44.98 ft. to the PLACE OF BEGINNING, containing 2180 square feet of land within these metes and bounds.

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

Being all of a certain lot, tract or parcel of land, known as Unit No. 541-C of the Los Adobes Development, comprising parts of Lots No. 10, No. 11 and No. 12 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3393 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.82° 09'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.82° 09'E., .00 ft., and S.07° 51'W., 1.70 ft.; along the center of a party wall between Units No. 541-C and No. 541-D: S.82° 09'E. 29.45 ft., N.07° 51'E. 12.98 ft., and S.82° 09'E. 7.00 ft. to the center of a party wall of Unit No. 541-A;

THENCE, along the center of a party wall between Units No. 541-A and 541-C, N.07° 51'E., 13.50 ft. to a corner of Unit No. 541-A; along the face of an outside wall, N.82° 09'W., 6.95 ft.; and N.07° 51'E., 17.00 ft. to the northeast corner of the herein described tract;

THENCE, N.82° 09'W., 40.50 ft. to the northwest corner of the herein described tract;

THENCE, S.07° 51'W., 41.77 ft. to the PLACE OF BEGINNING, containing 1835 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-C of the Los Adobes Development, comprising parts of Lots No. 13 and No. 14 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3534 ft. S.44° 58'W. and 79 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.71° 48'E., 3.00 ft. to a corner of an outside wall; along the face of outside walls, N.71° 48'E., 8.00 ft., and S.18° 12'E., 1.68 ft.; along the center of a party wall between Units No. 549-C and 549-D: N.71° 48'E. 29.53 ft., N.18° 12'W. 13.30 ft., and N.71° 48'E. 7.00 ft. to the center of a party wall of Unit No. 549-A;

THENCE, along the center of a party wall between Units No. 549-A and No. 549-C, N.18° 12'W., 13.50 ft. to a corner of Unit No. 549-A; along the face of an outside wall, S.71° 48'W., 6.89 ft.; and N.18° 12'W., 17.00 ft. to the northeast corner of the herein described tract;

THENCE, S.71° 48'W , 40.64 ft. to the northwest corner of the herein described tract;

THENCE, S.18° 12'E., 42.12 ft. to the PLACE OF BEGINNING, containing 1853 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-C of the Los Adobes Development, comprising parts of Lots No. 16 and No. 17 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3547 ft. S.44° 58'W. and 193 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.76° 53'W., 3.00 ft. to a corner of an outside wall; along the face of outside walls, S.76° 53'W., 8.00 ft., and N.13° 07'W., 1.53 ft.; along the center of a party wall between Units No. 551-C and No. 551-D: S.76° 53'W. 29.63 ft., S.13° 07'E. 13.32 ft., and S.76° 53'W. 7.00 ft. to the center of a party wall of Unit No. 551-A;

THENCE, along the center of a party wall between Units No. 551-A and No. 551-C, S.13° 07'E., 13.50 ft. to a corner of Unit No. 551-A; along the face of an outside wall, N.76° 53'E., 7.20 ft.; and S.13° 07'E., 17.00 ft. to the southwest corner of the herein described tract;

THENCE, N.76° 53'E., 40.43 ft. to the southeast corner of the herein described tract;

THENCE, N.13° 07'W., 42.29 ft. to the PLACE OF BEGINNING, containing 1855 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 549-B of the Los Adobes Development, comprising parts of Lots No. 14 and No. 15 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described tract which bears, more or less, 3457 ft. S.44° 58'W. and 120 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, S.71° 48'W., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 549-A and 549-B: S.71° 48'W. 29.43 ft., N.18° 12'W. 6.17 ft., S.71° 48'W. 2.00 ft., N.18° 12'W. 6.50 ft., S.71° 48'W. 5.01 ft. to the center of a party wall of Unit No. 549-D;

THENCE, with the center of a party wall, between Units No. 549-B and No. 549-D, S.18° 12'E., 53.12 ft. to the face of an outside wall, and S.18° 12'E., 3.00 ft. to the southwest corner of the herein described tract;

THENCE, N.71° 48'E., 39.44 ft. to the southeast corner of the herein described tract;

THENCE, N.18° 12'W., 43.45 ft. to the PLACE OF BEGINNING, containing 1789 square feet of land within these metes and bounds.



Being all of a certain lot, tract or parcel of land, known as Unit No. 551-B of the Los Adobes Development, comprising parts of Lots No. 15 and No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the herein described tract which bears, more or less, 3620 ft. S.44° 58'W. and 146 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.76° 53'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 551-A and No. 551-B: N.76° 53'E. 29.54 ft., S.13° 07'E. 6.17 ft., N.76° 53'E. 2.00 ft., S.13° 07'E. 6.31 ft., N.76° 53'E. 4.81 ft. to the center of a party wall of Unit No. 551-D;

THENCE, with the center of a party wall between Units No. 551-B and No. 551-D, N.13° 07'W., 53.10 ft. to the face of an outside wall, and N.13° 07'W., 3.00 ft. to the northeast corner of the herein described tract;

THENCE, S.76° 53'W., 39.35 ft. to the northwest corner of the herein described tract;

THENCE, S.13° 07'E., 43.62 ft. to the PLACE OF BEGINNING, containing 1789 square feet of land within these metes and bounds.

Being all of a certain lot, tract or parcel of land, known as Unit No. 551-A of the Los Adobes Development, comprising part of Lot No. 16 in Block Two of Riverhill Townhouse Tracts No. One according to plat of record in Volume 4 at Page 24 of the Plat Records of Kerr County, Texas; part of the land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, conveyed to Hunt-Maxvill Construction Co. from Riverhill Club & Estates, Ltd. by a deed dated the 30th day of December, 1977 and recorded in Volume 203 at Page 623 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract which bears, more or less 3620 ft. S.44° 58'W. and 146 ft. S.45°E. from the north corner of said Survey No. 147;

THENCE, N.76° 53'E., 3.00 ft. to the face of an outside wall; along the center of a party wall between Units No. 551-A and No. 551-B: N.76° 23'E. 29.54 ft., S.13° 07'E. 6.17 ft., N.76° 53'E. 2.00 ft., S.13° 07'E. 6.31 ft., and N.76° 53'E. 4.81 ft. to the center of a party wall of Unit No. 551-D;

THENCE, with the center of party walls, S.13° 07'E: 0.67 ft. along Unit No. 551-D, and 13.50 ft. along Unit No. 551-C, a total distance of 14.17 ft. to a corner of Unit No. 551-C; along the face of outside walls, S.76° 53'W., 6.48 ft., and S.13° 07'E., 14.0 ft.; and, S.13° 07'E., 3.00 ft. to the southeast corner of the herein described tract;

THENCE, S.76° 53'W., 32.87 ft. to the southwest corner of the herein described tract;

THENCE, N.13° 07'W., 43.65 ft. to the PLACE OF BEGINNING, containing 1535 ft. square feet of land within these metes and bounds.

D-1

1-803280

*Declaration of Covenants,  
Conditions and Restrictions*

*Los Adobes*

*To  
The Public*

FILED FOR RECORD

at 10:35 o'clock A.M.

JUN 18 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas  
By *Betty J. Lerney* Deputy

*Filed & Return:*

*Wallace & Jackson  
Kerrville, Texas 78028*

Filed for record June 18, 1980 at 10:35 o'clock A.M.  
Recorded June 24, 1980  
EMMIE M. MUENKER, Clerk

By *Betty J. Lerney* Deputy

ASSIGNMENT

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

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

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

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

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

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

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

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

RIVERHILL COUNTRY CLUB, INC.

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

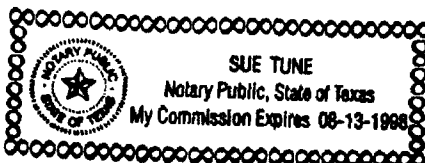
ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL

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

THE STATE OF TEXAS §

COUNTY OF KERR §

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

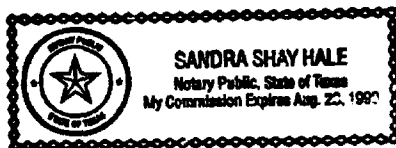


Sue Tune  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

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



Sandra Shay Hale  
Notary Public, State of Texas

ARTICLES OF INCORPORATIONOFASSOCIATION OF PROPERTY OWNERS OF RIVERHILLFILED  
in the Office of the  
Secretary of State of Texas

DEC 3 1997

Corporations Section.

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

## ARTICLE I.

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

## ARTICLE II.

The Corporation is a non-profit corporation.

## ARTICLE III.

The period of its duration is perpetual.

## ARTICLE IV.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V.

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

#### ARTICLE VI.

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

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



elected and qualified are:

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

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

#### ARTICLE VII.

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

#### ARTICLE VIII.

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

#### ARTICLE IX.



The name and street address of each incorporator is:

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

RICHARD A. RAIDT

362 Englewood Drive  
Kerrville, Texas 78028

OLLIE D. BROWN, JR.

510 Preston Trail Drive  
Kerrville, Texas 78028EXECUTED this 15<sup>th</sup> day of December, 1997.  
W. TOM SPURLOCK  
RICHARD A. RAIDT  
OLLIE D. BROWN, JR.

6\REV\AR2

FILED FOR RECORD

at 12:11 o'clock P.M.

FEB 2 1998

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

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

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law THE STATE OF TEXAS )  
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

FEB 03 1998

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

RECORD

VOL

Real Property  
935 PG 344

RECORDING DATE

FEB 03 1998

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

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