

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RIVERSIDE SUBDIVISION

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

THAT WHEREAS, Declarants are the owners of certain real property (hereinafter referred to as "the property") being 77.05 acres of land out of 216.43 acres conveyed to Declarants in that certain Deed recorded in Vol. 221, Page 501, Deed Records of Kerr County, Texas, said 77.05 acres of land comprising 44.97 acres out of Survey No. 1560; 1.08 acres out of Survey No. 1724; 3.98 acres out of Survey No. 1717; and 27.02 acres out of Survey No. 638, described by metes and bounds hereinafter in Exhibit A which is attached hereto and made a part hereof for all purposes; and,

WHEREAS, it is deemed to be to the best interest of Declarants and of the persons who may purchase lots from them that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision and the common facilities as hereinafter enumerated;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to the Riverside Subdivision Owners Association, and its successors and assigns.

Section 2: "Declarants" shall mean and refer to Paul L. Bushong and Perry Bushong, their heirs and assigns.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any one of the 32 lots or tracts of land out of the above described 77.05 acres of land which is described by metes and bounds and is either originally conveyed by Declarants to Owner by deed or originally sold under a Contract of Purchase and Sale by Declarants. Lots shall vary in acreage from the smallest lots which are 1.53 acres to the largest lots which are 4.53 acres. Lots shall generally have 150 feet of river frontage.

Section 6: "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 of Purchase and Sale for a lot with Declarants; the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarants if Declarants are a record owner of fee simple title to a Lot, but only if, with respect to such lot, Declarants have not entered into any Contract of Purchase and Sale. The association, under no circumstances, shall be deemed an Owner pursuant hereto.

Section 7: "Property" shall mean that property described in attached Exhibit A. Declarants reserve the right to add additional property to the Riverside Subdivision, provided that such addition is in accordance with the general plan of development of the Riverside Subdivision. The additions herein described may be made by the execution and recording of a supplemental declaration describing the real property constituting the addition and containing an appropriate reference to this Declaration, whereupon, the provisions of this Declaration shall become applicable to such real property in all respects as if this Declaration had included such real property from the beginning, provided, however, that nothing herein contained shall subject such additional real property to assessments for the years prior to the year of addition.

ARTICLE II

MAINTENANCE FUND

Each residential lot shall be subject to an annual maintenance charge to be used for the purpose of maintenance, repair and installation of roads, bridges, paths, parks, parkways, vacant tracts, dams, and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of the Riverside Subdivision.

The Declarants shall collect and maintain control over the maintenance fund until eighty (80%) per cent of the above described 77.05 acres has been sold by deed or contract or for ten (10) years from date, whichever comes first, or at an earlier time if the Declarants so elect. At that time the administration of such funds shall be transferred to the Riverside Subdivision Owners Association consisting of all of the owners of residential lots in the Riverside Subdivision. The Association may incorporate under the laws of the State of Texas to facilitate the administration of its duties and functions. Each residential lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. Prior to incorporation the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Declarants at such time as maintenance responsibility and authority is vested in the Association.

ARTICLE III

POWER AND DUTIES OF THE ASSOCIATION

At such time as maintenance responsibilities and authority is vested in the Riverside Subdivision Owners Association, it shall have the following powers and duties, whenever, in the exercise of

its discretion, it may deem them necessary and advisable;

- (1) To enforce this Declaration either in its own name or in the name of any owner within the subdivision.
- (2) To maintain, repair and replace all property owned by the Association, including roads, dams and other common facilities.
- (3) To borrow money by and through the Board of Directors, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.
- (4) To construct improvements to common facilities or along common easements reserved for roadways and utilities.
- (5) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in the Riverside Subdivision.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the administrator of the maintenance fund annual assessments or charges. The maintenance charge shall be paid annually on the first day of January of each year in advance, the first payment to become due on January 1, next year after the owner acquires title either by deed or contract to the lot subject thereto. The maintenance charges which shall accrue from the date of acquisition of a lot to the next January 1 shall be paid at time of closing. The maintenance charge shall not accrue against any tract of which the legal and/or equitable title to which are vested in Declarants, notwithstanding that a tract may have been previously sold by a deed or contract and title thereto reverted back to Declarants. The initial maintenance charge shall be Twenty (\$20.00) Dollars per lot per year; however, the assessments may be increased or decreased at a uniform rate for all lots as deemed necessary by

the Declarants and, after the Association assumes administration of the funds responsibilities, by the Association pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the rate of ten (10) per cent per annum from date of delinquency. The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. The party charged with the responsibility of collecting and administering such funds shall also be entitled to bring an action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any Owner failing to pay the assessment shall also forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the party charged with the responsibility of collecting and administering such funds from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative. The maintenance charge shall remain effective for a term of thirty (30) years from the date this Declaration is recorded, and shall automatically be extended thereafter for successive periods of five (5) years; provided, that the Association may revoke such maintenance charge as of the end of such 30 year period or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk, Kerr County, Texas. The party charged with the responsibility of administering the funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this Declaration.

ARTICLE V

RIGHT OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions,

reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated.

In the event that the party charged with the responsibility of administering the maintenance fund shall elect to effect collection of such past due amounts by foreclosure of the Vendor's Lien, or by execution under any judgment, then the lender or Mortgagee need not be made a party, but shall be given a written notice at least sixty (60) days prior to any such action of the intent to pursue the remedy, which notice shall state the sum or sums due and owing and shall be conclusively deemed delivered as of the date when such notice is deposited in the U. S. mails with postage prepaid for certified or registered mail with return receipt requested and addressed to lender or mortgagee at his or its last known address.

ARTICLE VI ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in the Riverside Subdivision and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

ARTICLE VII OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and

to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement shall be subject to any restrictions established by the Association and its Management Committee, and each owner's use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

ARTICLE VIII

USE RESTRICTIONS

1. Non-Commercial Use of Lots. None of said lots, or the improvements erected thereon, shall be used for any purpose other than private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants' quarter. No lot, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the lot any appearance of a commercial or non-residential use.
2. Common Areas. The common areas owned or controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purpose of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.
3. Construction of Buildings and Other Structures. All buildings and structures on each lot shall be of new construction and architecturally in harmony with the primary residential buildings. All tin roofs must be painted. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as an accessory building. Owners may use their lots for weekend camping for no longer than one week at a time; however, no tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any of said lots for any period longer than one week. Motor Homes and travel trailers may be stored on the premises; however, they shall not be used as a residence nor can they be hooked up to sanitary facilities.
4. Size of Buildings and Structures. Not more than one primary residence shall be constructed on any of said lots. In no event shall any residence be erected on any of said lots having a living area of less than one thousand (1,000) square feet, exclusive of porches, garages or other appendages.
5. Set Back Requirements and Fencing. No building, or other structure shall be erected on any lot nearer than twenty-five (25) feet from any street, or twenty (20) feet from any side property line, nor closer than twenty (20) feet from any rear property line. All fences must be approved by the Committee.
6. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any lot meet the requirements of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall establish. No construction may begin until a plot

plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter, and if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within eight (8) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each lot must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors. The Committee shall be composed of three members who shall be initially appointed by the Declarants. After the Association is organized, it shall have the right at any time and without notice to substitute members to serve upon the Committee, subject only to the condition that such new member at the time of appointment shall be a resident property owner in Riverside Subdivision.

7. Variances. The Committee is authorized to establish additional rules and regulations for all lots, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, the same shall be enforced in the same manner as provided herein. The Committee may approve any variance from any provision or term hereof regarding construction of improvements on a lot upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The actions taken by the Committee as required herein shall be stated in writing within thirty (30) days of receipt of plans and specifications, application for variance or other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes action as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

8. Animals and Hunting. No animals other than domestic pets and horses shall be permitted on any of said lots. Horses may be kept on a lot if restrained within a fenced enclosure.

Hunting is prohibited.

9. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed within 125' from any water course nor may any septic tank or sewage disposal system be installed without prior approval of the Committee and the proper governmental authorities. All State, Upper Guadalupe River Authority, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

10. Use of River. A. The conveyance of a lot which borders on a portion of the River shall carry with it as a part of the conveyance the privilege of going upon and using all of such river whether such privilege is expressed in the deed or not; and every such lot

shall be conveyed subject to such privilege on the part of the owners of other lots whether such reservation is expressed in the deed or not.

B. The privilege of using such river shall be limited as follows:

- (1) No motor shall be used on any boat except an electric motor of not greater than 1-1/2 horsepower.
- (2) The Declarants and the Association reserve the right to go upon the lots for purposes of maintaining and repairing any dams on the river and maintaining the spillways for the same. Said lots shall be conveyed subject to said easement whether the same be expressed in the deeds or not; and any structures placed within such areas by the owner or owners of such lots or any part of the same, shall be at the risk of the owner or owners and subject to removal for the purpose of this easement.
- (3) The pumping or other taking of water from the river is prohibited except that the same may be taken in the event of a fire which creates any emergency, and may be taken for house use or lawn care if lawful under provisions of Texas Water Code.
- (4) No fences may be placed across any part of the river.

11. Use of Roadways. To the extent that any roadway serving the subdivision crosses any lot, an easement and right-of-way for the purpose of ingress, egress and regress over and across said roadway is hereby reserved for the benefit of all lot owners served by the same and for the benefit of the Declarants remaining 139.38 acres of land which adjoins the subdivision.

12. Signs. No sign or advertising devise may be displayed on any lot except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.

13. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot. No noxious or undesirable thing or use whatsoever shall be permitted on any lot. The committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

14. Subdividing. No lot, as that term is defined herein may be re-subdivided by the owner and no change or amendment to this restriction shall be permitted prior to the expiration of the initial thirty (30) year period.

15. Association Membership. All of the lots are sold or conveyed upon the understanding that the owner or contract purchaser will be required to become and remain a member in good standing of the Association, and the owner and his property shall be subject to the provisions of the By-Laws of the Association including any obligation thereby imposed for the payment of any costs, dues or assessments.

16. Covenants Running With the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment,

contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term, for successive periods of five (5) years each. The record owners of legal title of sixty-seven (67) per cent of the lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time, with the exception of the restriction pertaining to the resubdivision of lots found in Article X, Paragraph 14, which restriction may not be changed within the initial thirty (30) year period. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

ARTICLE IX

FLOOD PLAIN NOTICE

Owners are hereby expressly notified that portions of the lots lie within the flood plain of the Guadalupe River and that Declarants are in no way liable for any damage to said lots or to property situated or constructed on said lots.

ARTICLE X

MINERAL RESERVATIONS

There shall be EXCEPTED from all conveyances of lots in this subdivision, certain royalty interests in and to all of the oil, gas and other minerals in, on and under said lands, as follows:

- 1) From conveyance of property lying in Surveys Nos. 1723 and 1560, there shall be EXCEPTED and reserved to the Declarants, their heirs and assigns, in perpetuity, a non-participating royalty interest in and to all of the oil, gas and other minerals in, on and under said lands equal to 1/32nd of all of such minerals which may be produced and saved from said lands; AND there shall further be EXCEPTED the 1/16th royalty interest in all oil, gas, sulfur and other minerals reserved in Warranty Deed dated May 27, 1938, recorded in Vol. 63, Page 69, Deed Records of Kerr County, Texas, from Dorothy Schley Milroy McLeod to Doris Johnson;
- 2) From conveyances of property lying in Surveys Nos. 1724, 1717 and 638, there shall be EXCEPTED and reserved to the Declarants, their heirs and assigns, in perpetuity, a non-participating royalty

interest in and to all of the oil, gas and other minerals in, on and under said lands equal to 1/16th of all of such minerals which may be produced and saved from said lands.

ARTICLE XI

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its successors and assigns, for a term of Thirty (30) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of five (5) years. Except as hereinabove expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association. Any amendment must be properly recorded.

ARTICLE XII

SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this instrument to be executed this 27 day of JUNE, A.D. 1979.

Paul L. Bushong
PAUL L. BUSHONG
Perry Bushong
PERRY BUSHONG

THE STATE OF TEXAS I
 THE COUNTY OF Kerr I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared PAUL L. BUSHONG, 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 27 day of June, A.D. 1979.



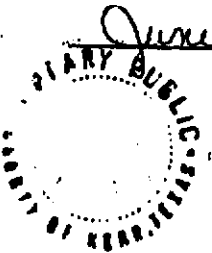
Sharon Kneese
 Notary Public in and for Kerr
 County, Texas. My commission
 expires June 18, 1981

SHARON KNEESE
 Printed or Typed Name of Notary

THE STATE OF TEXAS I
 THE COUNTY OF Kerr I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared PERRY BUSHONG, 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 27 day of June, A.D. 1979.



Sharon Kneese
 Notary Public in and for Kerr
 County, Texas. My commission
 expires June 18, 1981

SHARON KNEESE
 Printed or Typed Name of Notary

Being all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, on the waters of the North Fork Guadalupe River, about 17.8 miles N. 89° W. of Kerrville, the county seat, comprising a total of 77.05 acres of land, being approximately 44.97 acres out of Survey No. 1560, W. P. Jones, Abstract No. 844, 3.98 acres, more or less, out of Survey No. 1717, W. P. Ridgeway, Abstract No. 945, 27.02 acres, more or less, out of Survey No. 638, S. W. Watkins, Abstract No. 368, and 1.08 acres, more or less, out of Survey No. 1724, G.C. & S.F. Ry. Co., Abstract No. 1379, T. C. Cox, Original Grantee, and the entire subject tract being further described by metes and bounds as follows:

BEGINNING at an "X" in the face of bluff, said "X" being the South corner of said Survey No. 1717, and East corner of said Survey No. 1560, and also being in the NW line of said Survey No. 638;

THENCE from iron stake to iron stake as follows:

N. 15°17' W., 153.60 feet;
N. 28°05' W., 351.14 feet;
N. 31°42' W., 331.74 feet; and
N. 39°06' W., 207.56 feet;

THENCE S. 47°20' W., 748.17 feet to a point in the waters of the North Fork Guadalupe River;

THENCE S. 68°26' W., 1173.85 feet to an "X" in rock at bottom of water course by existing fence and NE line of Ranch Road No. 1340;

THENCE with existing fence and the NE and North line of said Ranch Road 1340 from 5/8 inch iron stake to 5/8 inch iron stake as follows:

S. 42°28' E., 210.00 feet;
S. 55°00' E., 239.65 feet;
S. 64°12' E., 154.04 feet;
S. 72°26' E., 517.09 feet;
S. 66°56' E., 173.49 feet;
S. 57°54' E., 199.90 feet;
S. 52°37' E., 251.50 feet;
S. 55°58' E., 459.81 feet;
S. 59°36' E., 563.16 feet;
S. 61°44' E., 482.57 feet;
S. 75°59' E., 242.98 feet;
N. 89°14' E., 227.96 feet;
N. 75°39' E., 173.55 feet; and
N. 69°20' E., 231.36 feet;

THENCE leaving highway with fence, N. 10°01' W., 375.91 feet to the center of the North Fork Guadalupe River;

THENCE up river with the center of river, N. 70°46' W., 382.11 feet; and N. 60°57' W., 370.56 feet;

THENCE S. 27°25' W., 32.11 feet; and S. 58°29' W., 267.52 feet to a 3/8 inch iron stake set in low water crossing;

THENCE N. 43°01' W., 246.09 feet to a 1/2 inch iron stake;

THENCE N. 47°20' E., 317.57 feet to a point at the base of bluff;

THENCE with base of bluff, N. 46°27' W., 326.23 feet to an old rectangular iron stake, from which an 18-inch White Oak, marked $\frac{1}{2}$, bears South 5.5 feet;

THENCE with bluff, N. 35°22' W., 556.71 feet to the place of BEGINNING, containing 77.05 acres of land.

793663

VOL 222 PAGE 569

*Restrictions
for
Riverside Soldier
to
The Public*

FILED FOR RECORD

at 8:05 o'clock P.M.

JUN 27 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By *[Signature]* Deputy

Return to:

✓
Paul L. Boushong
402 Forest Ridge
Kerrville, Texas

78028

Filed for record June 27, 1979 at 2:05 o'clock P.M.
Recorded July 3, 1979
EMMIE M. MUENKER, Clerk

By *Betty J. Leroy* Deputy

803004

VOL 235 PAGE 452

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RIVERSIDE AND RIVERSIDE NORTH SUBDIVISIONS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR §

THAT WHEREAS, Declarants are the owners of certain real property (hereinafter referred to as "the property"), being 185.63 acres of land, more or less, said 185.63 acres of land, more or less, being 172.53 acres, more or less, out of 216.43 acres conveyed to Declarants in that certain Deed recorded in Volume 221, Page 501, et seq, Deed Records of Kerr County, Texas, and 13.10 acres of land, more or less, conveyed to Declarants in that certain Deed recorded in Volume 233, Page 204, et seq, Deed Records of Kerr County, Texas, said 185.63 acres of land, more or less, comprising 72.28 acres, more or less, out of Survey No. 1560, W. F. James, Abstract No. 844, 45.42 acres, more or less, out of Survey No. 1717, W. P. Ridgeway, Abstract No. 945, 39.83 acres, more or less, out of Survey No. 1723, G. C. & S. F. Ry. Co., Abstract No. 1175, 1.08 acres, more or less, out of Survey 1724, G.C. & S.F. Ry. Co., Abstract No. 1379 and 27.02 acres, more or less, out of Survey No. 638, S. W. Watkins, Abstract No. 368, described by metes and bounds hereinafter in Exhibit "A", attached hereto, incorporated herein, and made a part hereof for all purposes; and

WHEREAS, it is deemed to be to the best interest of Declarants and of the persons who may purchase lots from them that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivisions and the common facilities as hereinafter enumerated;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein.

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Section 2: "Declarants" shall mean and refer to Paul L. Bushong and Perry Bushong, their heirs and assigns.

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Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any one of the 59 lots or tracts of land out of the above described 185.63 acres of land which is described by metes and bounds and is either originally conveyed by Declarants to Owner by deed or originally sold under a Contract of Purchase and Sale by Declarants. Lots shall vary in acreage from the smallest lots which are 1.52 acres to the largest lots which are 4.57 acres. Lots shall generally have 150 feet or more of river frontage, except Lots 2, 10, 11, 12 and 13, Riverside North.

Section 6: "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 of Purchase and Sale for a lot with Declarants; the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarants if Declarants are a record owner of fee simple title to a Lot, but only if, with respect to such lot, Declarants have not entered into any Contract of Purchase and Sale. The association, under no circumstances, shall be deemed an Owner pursuant hereto.

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ARTICLE II

MAINTENANCE FUND

Each residential lot shall be subject to an annual maintenance charge to be used for the purpose of maintenance, repair and installation of roads, bridges, paths, parks, parkways, vacant tracts, dams, and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of the Riverside and Riverside North Subdivisions.

The Declarants shall collect and maintain over the maintenance fund until eighty (80%) per cent of the above described 185.63 acres has been sold by deed or contract or for ten (10) years from date, whichever comes first, or at an earlier time if the Declarants so elect. At that time the administration of such funds shall be transferred to the Riverside and Riverside North Subdivision Owners Association consisting of all of the owners of residential lots in the Riverside and Riverside North Subdivisions. The Association may incorporate under the laws of the State of Texas to facilitate the administration of its duties and functions. Each residential lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. Prior to incorporation the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Declarants at such time as maintenance responsibility and authority is vested in the Association.

ARTICLE III

POWER AND DUTIES OF THE ASSOCIATION

At such time as maintenance responsibilities and authority is vested in the Riverside and Riverside North Subdivision Owners Association, it shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable:

(1) To enforce this Declaration either in its own name or in the name of any owner within the subdivision.

(2) To maintain, repair and replace all property owned by the Association, including roads, dams and other common facilities.

(3) To borrow money by and through the Board of Directors, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3rds) vote of the membership at a meeting called for the purpose of such determination.

(4) To construct improvements to common facilities or

along common easements reserved for roadways and utilities.

(5) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in the Riverside and Riverside North Subdivisions.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the administrator of the maintenance fund annual assessments or charges. The maintenance charge shall be paid annually on the first day of January of each year in advance, the first payment to become due on January 1, next year after the owner acquires title either by deed or contract to the lot subject thereto. The maintenance charges which shall accrue from the date of acquisition of a lot to the next January 1 shall be paid at time of closing. The maintenance charge shall not accrue against any tract of which the legal and/or equitable title to which are vested in Declarants, notwithstanding that a tract may have been previously sold by a deed or contract and title thereto reverted back to Declarants. The initial maintenance charge shall be Twenty (\$20.00) Dollars per lot per year; however, the assessments may be increased or decreased at a uniform rate for all lots as deemed necessary by the Declarants and, after the Association assumes administration of the funds responsibilities, by the Association pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the rate of ten (10) per cent per annum from date of delinquency. The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. The party

charged with the responsibility of collecting and administering such funds shall also be entitled to bring an action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any Owner failing to pay the assessment shall also forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the party charged with the responsibility of collecting and administering such funds from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative. The maintenance charge shall remain effective for a term of thirty (30) years from the date this Declaration is recorded, and shall automatically be extended thereafter for successive periods of five (5) years, provided, that the Association may revoke such maintenance charge as of the end of such 30 year period or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk, Kerr County, Texas. The party charged with the responsibility of administering the funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this Declaration.

ARTICLE V

RIGHT OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations,

or covenants are violated.

In the event that the party charged with the responsibility of administering the maintenance fund shall elect to effect collection of such past due amounts by foreclosure of the Vendor's Lien, or by execution under any judgment, then the lender or Mortgagee need not be made a party, but shall be given a written notice at least sixty (60) days prior to any such action of the intent to pursue the remedy, which notice shall state the sum or sums due and owing and shall be conclusively deemed delivered as of the date when such notice is deposited in the U. S. mails with postage prepaid for certified or registered mail with return receipt requested and addressed to lender or mortgagee at his or its last known address.

ARTICLE VI

ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in the Riverside and Riverside North Subdivisions and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

ARTICLE VII

OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement

shall be subject to any restrictions established by the Association and its Management Committee, and each owner's use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

ARTICLE VIII

USE RESTRICTIONS

1. Non-Commercial Use of Lots. None of said lots, or the improvements erected thereon, shall be used for any purpose other than private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants' quarter. No lot, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the lot any appearance of a commercial or non-residential use.

2. Common Areas. The common areas owned or controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purpose of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

3. Construction of Buildings and Other Structures. All buildings and structures on each lot shall be of new construction and architecturally in harmony with the primary residential buildings. All tin roofs must be painted. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as an accessory building. Owners may use their lots for weekend camping for no longer than one week at a time; however, no tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any of said lots for any period longer than one week. Motor Homes and travel trailers may be stored on the premises; however, they shall not be used as a residence nor can they be hooked up to sanitary facilities.

4. Size of Buildings and Structures. Not more than one primary residence shall be constructed on any of said Lots. In no event shall any residence be erected on any of said lots having a living area of less than one thousand (1,000) square feet, exclusive of porches, garages or other appendages.

5. Set Back Requirements and Fencing. No building, or other structure shall be erected on any lot nearer than twenty-five (25) feet from any street, or twenty (20) feet from any side property line, nor closer than twenty (20) feet from any rear property line. All fences must be approved by the Committee.

6. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure

on any lot meet the requirements of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall establish. No construction may begin until a plot plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter, and if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within eight (8) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each lot must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors. The Committee shall be composed of three members who shall be initially appointed by the Declarants. After the Association is organized, it shall have the right at any time and without notice to substitute members to serve upon the Committee, subject only to the condition that such new member at the time of appointment shall be a resident property owner in Riverside or Riverside North Subdivisions.

7. Variances. The Committee is authorized to establish additional rules and regulations for all lots, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, the same shall be enforced in the same manner as provided herein. The Committee may approve any variance from any provision or term hereof regarding construction of improvements on a lot upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The actions taken by the Committee as required herein shall be stated in writing within thirty (30) days of receipt of plans and specifications, application for variance or other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes action as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

8. Animals and Hunting. No animals other than domestic pets and horses shall be permitted on any of said lots. Horses may be kept on a lot if restrained within a fenced enclosure.

Hunting is prohibited.

9. Sanitation and Sewage. Not outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed within 125' from any water course nor may any septic tank or sewage disposal system be installed without prior approval of the Committee and the proper governmental authorities. All State, Upper Guadalupe River Authority, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

10. Use of River.

A. The conveyance of a lot which borders on a portion of the river shall carry with it as a part of the conveyance the privilege of going upon and using all of such river whether such privilege is expressed in the deed or not; and every such lot shall be conveyed subject to such privilege on the part of the owners of other lots whether such reservation is expressed in the deed or not.

B. The privilege of using such river shall be limited as follows:

(1) No motor shall be used on any boat except an electric motor of not greater than 1-1/2 horsepower.

(2) The Declarants and the Association reserve the right to go upon the lots for purposes of maintaining and repairing any dams on the river and maintaining the spillways for the same. Said lots shall be conveyed subject to said easement whether the same be expressed in the deeds or not; and any structures placed within such areas by the owner or owners of such lots or any part of the same, shall be at the risk of the owner or owners and subject to removal for the purpose of this easement.

(3) The pumping or other taking of water from the river is prohibited except that the same may be taken in the event of a fire which creates any emergency, and may be taken for house use or lawn care if lawful under provisions of Texas Water Code.

(4) No fences may be placed across any part of the river.

11. Use of Roadways. To the extent that any roadway serving the subdivision crosses any lot, an easement and right of way for the purpose of ingress, egress and regress over and across said roadway is hereby reserved for the benefit of all lot owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions.

12. Signs. No sign or advertising devise may be displayed on any lot except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.

13. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot. No noxious or undesirable thing or use whatsoever shall be permitted on any lot. The committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

14. Subdividing. No lot, as that term is defined herein may be re-subdivided by the owner and no change or amendment to this restriction shall be permitted prior to the expiration of the initial thirty (30) year period.

15. Association Membership. All of the lots are sold or conveyed upon the understanding that the owner or contract purchaser will be required to become and remain a member in good standing of the Association, and the owner and his property shall be subject to the provisions of the By-Laws of the Association including any obligation thereby imposed for the payment of any costs, dues or assessments.

16. Covenants Running With the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all of the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term, for successive periods of five (5) years each. The record owners of legal title of sixty-seven (67%) per cent of the lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time, with the exception of the restriction pertaining to the re-subdivision of lots found in Article X, Paragraph 14, which restriction may not be changed within the initial thirty (30) year period. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

ARTICLE IX

FLOOD PLAIN NOTICE

Owners are hereby expressly notified that portions of the lots lie within the flood plain of the Guadalupe River

and that Declarants are in no way liable for any damage to said lots or to property situated or constructed on said lots.

ARTICLE X

MINERAL RESERVATIONS

There shall be EXCEPTED from all conveyances of lots in this subdivision, certain royalty interests in and to all of the oil, gas and other minerals in, on and under said lands, as follows:

- 1) From conveyances of property lying in Surveys Nos. 1723 and 1560, there shall be EXCEPTED and reserved to the Declarants, their heirs and assigns, in perpetuity, a non-participating royalty interest in and to all of the oil, gas and other minerals in, on and under said lands equal to 1/32nd of all of such minerals which may be produced and saved from said lands; AND there shall further be EXCEPTED the 1/16th royalty interest in all oil, gas, sulfur and other minerals reserved in Warranty Deed dated May 27, 1938, recorded in Vol. 63, Page 69, et seq, Deed Records of Kerr County, Texas, from Dorothy Schley Milroy McLeod to Doris Johnson; and
- 2) From conveyances of property lying in Surveys Nos. 1724, 1717 and 638, there shall be EXCEPTED and reserved to the Declarants, their heirs and assigns, in perpetuity, a non-participating royalty interest in and to all of the oil, gas and other minerals in, on and under said lands equal to 1/16th of all of such minerals which may be produced and saved from said lands.

ARTICLE XI

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and

shall inure to the benefit of and be enforceable by the Association, its successors and assigns, for a term of Thirty (30) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of five (5) years. Except as hereinabove expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association. Any amendment must be properly recorded.

ARTICLE XII

SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this instrument to be executed this 30th day of May, A.D. 1980.

Paul L. Bushong
PAUL L. BUSHONG

Perry Bushong
PERRY BUSHONG

BY: Paul L. Bushong
PAUL L. BUSHONG
Attorney-in-Fact

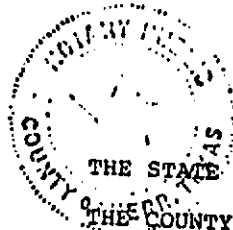
THE STATE OF TEXAS §

VOL: 235 PAGE 465

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL L. BUSHONG, 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 30th day of May, A.D. 1980.



THE STATE OF TEXAS §

THE COUNTY OF KERR §

Gertrude B. Andrus
Notary Public in and for
Kerr County, Texas
GERTRUDE B. ANDRUS
Notary Public Kerr County, Texas
My Commission Expires 6-30-84

BEFORE ME, the undersigned authority, on this day personally appeared PAUL L. BUSHONG, attorney in fact for PERRY BUSHONG, 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, and in the capacity therein stated.

Given under my hand and seal of office this the 30th day of May, A.D. 1980.



Gertrude B. Andrus
Notary Public in and for
Kerr County, Texas
GERTRUDE B. ANDRUS
Notary Public Kerr County, Texas
My Commission Expires 6-30-84

TRACT NO. ONE:

VOL. 235 PAGE 466

Being all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, on the waters of the North Fork Guadalupe River, about 17.8 miles N. 88° W. of Kerrville, the county seat, comprising a total of 77.05 acres of land, being approximately 44.97 acres out of Survey No. 1560, W. F. Jones, Abstract No. 844, 3.98 acres, more or less, out of Survey No. 1717, W. P. Ridgeway, Abstract No. 945, 27.02 acres, more or less, out of Survey No. 638, S. W. Watkins, Abstract No. 368, and 1.08 acres, more or less, out of Survey No. 1724, G.C. & S.F. Ry. Co., Abstract No. 1379, T. C. Cox, Original Grantee, and the entire subject tract being further described by metes and bounds as follows:

BEGINNING at an "X" in the face of bluff, said "X" being the South corner of said Survey No. 1717, and East corner of said Survey No. 1560, and also being in the NW line of said Survey No. 638;

THENCE from iron stake to iron stake as follows:

N. 15°17' W., 153.60 feet;
N. 28°05' W., 351.14 feet;
N. 31°42' W., 331.74 feet; and
N. 39°06' W., 207.56 feet;

THENCE S. 47°20' W., 748.17 feet to a point in the waters of the North Fork Guadalupe River;

THENCE S. 68°26' W., 1173.85 feet to an "X" in rock at bottom of water course by existing fence and NE line of Ranch Road No. 1340;

THENCE with existing fence and the NE and North line of said Ranch Road 1340 from 5/8 inch iron stake to 5/8 inch iron stake as follows:

S. 42°28' E., 210.00 feet;
S. 55°00' E., 239.65 feet;
S. 64°12' E., 154.04 feet;
S. 72°26' E., 517.09 feet;
S. 66°56' E., 173.49 feet;
S. 57°54' E., 199.90 feet;
S. 52°37' E., 251.50 feet;
S. 55°58' E., 459.81 feet;
S. 59°36' E., 563.16 feet;
S. 61°44' E., 482.57 feet;
S. 75°59' E., 242.98 feet;
N. 89°14' E., 227.96 feet;
N. 75°39' E., 173.55 feet; and
N. 69°20' E., 231.36 feet;

THENCE leaving highway with fence, N. 10°01' W., 375.91 feet to the center of the North Fork Guadalupe River;

THENCE up river with the center of river, N. 70°46' W., 382.11 feet; and N. 60°57' W., 370.56 feet;

THENCE S. 27°25' W., 32.11 feet; and S. 58°29' W., 267.52 feet to a 3/8 inch iron stake set in low water crossing;

THENCE N. 43°01' W., 246.09 feet to a 1/2 inch iron stake;

THENCE N. 47°20' E., 317.57 feet to a point at the base of bluff;

THENCE with base of bluff, N. 46°27' W., 326.23 feet to an old rectangular iron stake, from which an 18-inch White Oak, marked $\frac{1}{2}$, bears South 5.5 feet;

THENCE with bluff, N. 35°22' W., 556.71 feet to the place of BEGINNING, containing 77.05 acres of land.

EXHIBIT "A"

TRACT NO. TWO:

VOL. 235 PAGE 467

Being all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, on the waters of the North Fork Guadalupe River, about 18 miles N 88° W of Kerrville, the county seat, comprising a total of 108.58 acres of land, being approximately 27.31 acres out of Survey No. 1560, W. F. James, Abstract No. 844, 41.44 acres, more or less, out of Survey No. 1717, W. P. Ridgeway, Abstract No. 945, and 39.83 acres, more or less, out of Survey No. 1723, G.C.&S.F. Ry. Co., Abstract No. 1175, and the entire subject tract being further described by metes and bounds as follows:

BEGINNING at an "X" in the face of bluff, said "X" being the South corner of said Survey No. 1717,
an East corner of said Survey No. 1560, and also being in the NW line of Survey No. 638, S. W. Watkins;

THENCE from point to point as follows:

N 15° 17' W, 153.60 feet;
N 28° 05' W, 351.14 feet;
N 31° 42' W, 331.74 feet; and
N 39° 06' W, 207.56 feet;

THENCE S 47° 20' W, 748.17 feet to a point in the waters of the North Fork Guadalupe River;

THENCE S 68° 26' W, 1173.85 feet to a "X" in rock at bottom of water course by existing fence and NE line of Ranch Road No. 1340;

THENCE with existing fence and the NE line of said Ranch Road No. 1340 N 42° 28' W, 440.00 feet to a 1/2 inch iron stake;

THENCE N 50° 59' E, 965.42 feet and S 60° E, 35.00 feet to a 1/2 inch iron stake;

THENCE N 52° 54' E, 120.31 feet to a point in the waters of the North Fork Guadalupe River;

THENCE upstream, N 13° W, 589.65 feet and N 67° 49' W, 569.37 feet;

THENCE SOUTH, 655.27 feet, S 75° 02' E, 333.25 feet, and S 63° 58' E, 47.00 feet to a 1/2 inch iron stake;

THENCE S 46° 52' W, 894.62 feet to a 1/2 inch iron stake in fence and NE line of Ranch Road No. 1340;

THENCE with existing fence and the NE line of said Ranch Road No. 1340, N 42° 28' W, 535.00 feet and N 48° 58' W, 113.13 feet to a 3-way fence corner post;

THENCE with fence N 00° 01' E, 1190.57 feet to a point in the North Fork Guadalupe River;

EXHIBIT "A"

THENCE down river, S 74° 25' E, 101.45 feet and S 67° 49' E, 377.81 feet to a point;

THENCE N 00° 23' E, 746.56 feet to a 1/2 inch iron stake in existing fence and SE line of Chas. Schreiner III property line;

THENCE with fence and said SE line, N 25° 35' E, 265.46 feet to an iron stake set in the NE line of county road;

THENCE with said NE line of county road from iron stake to iron stake, as follows:

S 43° 48' E, 178.80 feet;

S 53° 02' E, 428.09 feet;

S 70° 59' E, 113.15 feet;

S 87° 54' E, 375.50 feet;

S 38° 26' E, 571.78 feet;

S 45° 03' E, 390.84 feet;

S 62° 15' E, 376.05 feet;

S 54° 11' E, 349.20 feet;
S 50° 22' E, 352.20 feet;

S 50° 32' E, 612.72 feet; and

S 41° 43' E, 473.00 feet to a

fence and NW line of Survey No. 638, S. W. Watkins (as fenced);

THENCE with fence and said NW line, S 45° 57' W, 227.87 feet and S 46° 31' W, 581.53 feet to the place of BEGINNING, containing 108.58 acres of land.

EXHIBIT "A"

Page three of three pages

filled by return to
Pollard, Pollard, &
Muddy Atty.

FILED FOR RECORD
JUN 2 1980
EMILE M. LUBNER
Circuit Court, 1st County, Texas
By: *Emile M. Lubner*

Supplemental Relations
of Courants, Condition
and Relations
Riverside and Hamilton
North Subdivision
to
The Public

803004

Filed for record June 2, 1980 at 4:36 o'clock P.M.
Recorded June 5, 1980
EMMIE M. MUENKER, Clerk
By B. H. 21

By Betty J. Lewis Deputy

FIRST AMENDMENT OF SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
RIVERSIDE AND RIVERSIDE NORTH SUBDIVISIONS

05495

VOL. 381 PAGE 773

THE STATE OF TEXAS §

THE COUNTY OF KERR §

Reference is made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions ("Declaration") dated May 30, 1980, executed by Paul L. Bushong and Perry Bushong, as Declarants, recorded in Volume 235, Page 452, et seq. of the Deed Records of Kerr County, Texas, covering and relating to 185.63 acres of land, more or less, out of ~~Survey No. 1560~~, W. F. James, Abstract No. 844, Survey No. 1717, W. P. Ridgeway, Abstract No. 945, ~~Survey No. 638~~, S. W. Watkins, Abstract No. 368, ~~Survey No. 1724~~, G. C. & S. F. Ry. Co., Abstract No. 1379, T. C. Cox, Original Grantee, and ~~Survey No. 1723~~, G. C. & S. F. Ry. Co., Abstract No. 1175, all in Kerr County, Texas, as more fully described therein (the "Property"). Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Declaration unless the context clearly requires otherwise.

Pursuant to the provisions of Article II of the Declaration, the Riverside and Riverside North Subdivision Owners Association has been incorporated under the name of Riverside and Riverside North Subdivision Owners Association, Inc., a Texas nonprofit corporation, with each residential Lot Owner being a member of the Association and entitled to one vote for each Lot owned by deed or contract. Also pursuant to such Article II, the administration of the maintenance fund has been turned over to the Association by Declarants inasmuch as 80% of the Property has been sold by Declarants by deed or contract.

Under the provisions of Paragraph 16 of Article VIII of the Declaration, the record Owners of legal title of sixty-seven percent (67%) of the Lots as shown by the Deed Records of Kerr County, Texas may amend or change the covenants, conditions and restrictions set forth in the Declaration in whole or in part at any time (with the exception only of the restriction pertaining to the re-subdivision of the Lots set forth in Paragraph 14 of Article X of the Declaration).

Accordingly, the undersigned, constituting the record Owners of legal title of sixty-seven percent (67%) of more of the Lots as shown by the Deed Records of Kerr County, Texas as of effective date of this First Amendment, do hereby amend the covenants, conditions and restrictions as set forth in the Declaration in the following particulars:

1.

As the Association is to be governed by a Board of Directors rather than a Management Committee, the references to "Management Committee" appearing in Paragraph (5) of Article III and in Article VII of the Declaration shall be deleted and there shall be substituted in lieu thereof the words "Board of Directors".

2.

Paragraph (2) under Article III of the Declaration is amended to read hereafter as follows:

"(2) To cause the "common areas" to be maintained, repaired and/or replaced. The term "common areas", as used herein, shall mean and refer to (i) the river and roadways referred to in Paragraphs 10 and 11, respectively, of Article VIII of the Declaration, together with all improvements thereon and thereto, including, without limitation, dams, front fence and gate and identification/directional signage, but excluding improvements owned by utilities or public entities, and (ii) all other property owned or controlled by the Association.

3.

The words "common facilities" appearing in Paragraph (4) of Article III of the Declaration shall be deleted and there shall be inserted in lieu thereof the words "common areas".

4.

There shall be added as one of the powers and duties of the Association, acting by and through its Board of Directors, the power and duty to procure and maintain adequate (i) liability and hazard insurance on and with respect to the common areas and other property owned or controlled by the Association, and (ii) general liability insurance and officer's and directors's liability insurance. The premiums for such insurance shall be a common expense payable out of the maintenance fund of the Association.

5.

Article IV of the Declaration, relating to Covenants for Maintenance Assessments, shall be amended in the following respects:

(a) The fourth full sentence of such Article, relating to the nonpayment of maintenance charges with respect to tracts of land owned by Declarants, shall be deleted in its entirety.

(b) Any provision contained in such Article IV to the contrary notwithstanding, any Owner failing to pay a monthly assessment when due shall not be considered to be a delinquent Owner until such Owner shall have failed to pay such assessment for a period of thirty (30) days after the same became due and payable, provided that until such Owner pays the maintenance charge in question such Owner shall not only forfeit all rights to use the common areas and other property owned by the Association but shall also forfeit the right to vote at any meeting of the members of the Association or with respect to any matter concerning the Association and the Property.

6.

Paragraph 11 of Article VIII of the Declaration shall be amended to read hereafter as follows:

"11. Use of Roadways. To the extent that any roadway serving the subdivision crosses any Lot, an easement and right of way (not exceeding 30' in width) for the purpose of ingress, egress and regress over and across said roadway is hereby reserved for the benefit

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6/24/86

Paul L. Bushong ✓
Paul L. Bushong

Date: _____

Lot(s) 12 & 13 (North) & 42

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on June 24, 1986, by Paul L. Bushong.

Tracy L. Flowers
Title: _____
My Commission Expires: 6/27/88

Tracy L. Flowers



OFFICIAL SEAL
TRACY L. FLOWERS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXPIRES JUNE 27, 1988

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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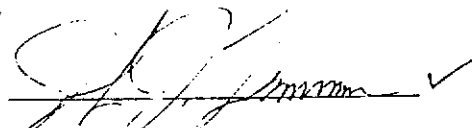
The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ~~13~~³ day of ~~June~~^{July}, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6/17/86

Date: _____

Lot(s) 8


John J. Lawrence

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §
MIDLAND
COUNTY OF MBBB §

This Instrument was acknowledged before me on June, 1986, by John J. Lawrence.



Natalie Grisham
Title: Notary Public
My Commission Expires: 11/7/88

Natalie Grisham

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 13th day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 12 June 86

Charles C. Bahr ✓

Date: _____

Charles C. Bahr

Lot(s) 25

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on _____, 1986, by Charles C. Bahr

Stella H. Jacobson
Title: Notary Public
My Commission Expires: Aug 1988

Stella H. Jacobson

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivision, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6/26/86

Date: 6/26/86

Lot(s) 1/4 & 1/2 (North) 1/2
1/4 & 1/2 (North) 1/2

Date: _____

Date: _____

Robert L. Elizondo
Anna M. Elizondo
Robert L. Elizondo
Anna M. Elizondo

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

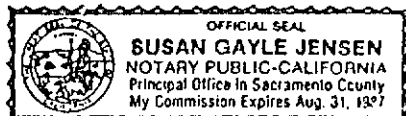
June 26, 1986

Robert L. Elizondo and Anna M. Elizondo

personally appeared before me, a Notary Public in and for the State of California, and acknowledged to me that they are the persons whose names are subscribed to the within instrument, and that they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal.

(Seal)



023200 9-82 25 PS

Individual Notarial Acknowledgment

Susan Gayle Jensen
(Notary Public's Signature)

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/27/86

Date: 6/17/86

Lot(s) 1/3 of 17

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS

COUNTY OF ~~KEP~~ HARRIS

This instrument was acknowledged before me on June 11, 1986, by J. L. Pike

Title: 1/3 of 17

My Commission/Expires: 7/26/87

Beth M. Chance

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 30 day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: June 10, 1986

Date: _____

Lot(s) 14-N, 15-N, 16-N, 17-N

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR § TRAVIS

This instrument was acknowledged before me on 10 June 86, 1986, by Dr. Charles A. Alexander.

Title: _____
My Commission Expires: _____

1986
STATE OF TEXAS

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6/8/86

Date: 6/8/86

Lot(s) 9, 10 & 11 (North)

Jack R. Sowell ✓
Patricia M. Sowell
 Jack R. Sowell
 Patricia M. Sowell

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS

HARRIS
 COUNTY OF HARRIS

This instrument was acknowledged before me on JUNE 8, 1986, by JACK R. SOWELL AND Patricia M. Sowell

Don C. Hunt
 Title: _____
 My Commission Expires: 3/22/87

Don C. Hunt

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of June, 1985, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 14 June 1986

Fred L. Speck, Jr. ✓

Date: _____

Fred L. Speck, Jr.

Lot(s) 35, 36, 43

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on 14 June, 1985, by Fred L. Speck, Jr.



Notary Public
Title: Notary Public
My Commission Expires: 6-7-88

Notary Public

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 30 day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: May 23, 1983

Robert A. Kezhey

Date: _____

Robert A. Kezhey

Lot(s) 15 & 16

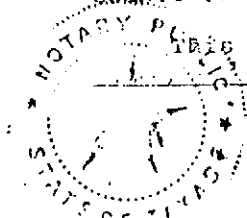
Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS

COUNTY OF KERR



This instrument was acknowledged before me on _____, 1986, by _____

Title: _____

My Commission Expires: _____

TRAVIS C. STOFFER, Notary Public
State of Texas

-3- My Commission Expires 6/18/89

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: May 23, 1986

Kezhey Exploration, Inc.

Date: _____

Robert A. Kezhey, Pres.

(North)
Lot(s) 18, 19, 20, 21, 22, 23,
24, 26, 27, 28, 29, 30,

Kezhey Exploration, Inc.
Robert A. Kezhey, Pres.

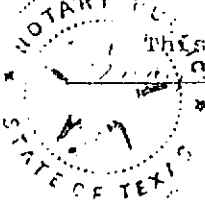
Date: 31, 32, 33, 34

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §



This instrument was acknowledged before me on _____, 1986, by _____.

Title: _____

My Commission Expires: _____

THAVA C. STOFFER, Notary Public
State of Texas

My Commission Expires 6/18/89

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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Date: 5/29/86

Michael J. Davis ✓
Michael J. Davis

Date: _____

Lot(s) _____

Date: 5/29/86

Darcea S. Davis
Darcea S. Davis

Date: _____

Lot(s) 6

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me, on MAY 29, 1986, by Suzanne S. Taylor

Title: Shirley Taylor
Suzanne S. Taylor My Commission Expires: 11-23-88

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 11-23-88

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: JUNE 5, 1986

Date: JUNE 5, 1986

Lot(s) 6 & 7 (North)

R. L. Hyde ✓

Larath Hyde

R. L. Hyde

Dorothy L. Hyde

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF ~~KOOK~~ § HARRIS

This instrument was acknowledged before me on June 5th, 1986, by R. L. Hyde & Dorothy L. Hyde.



R. Joan Thompson
Title: Notary R. Joan Thompson
My Commission Expires:
January 18, 1990

R. Joan Thompson

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

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Date: JUNE 3, 1986

Roland M. Howard ✓
Roland M. Howard

Date: _____

Lot(s) 2, 3, 4, 7, 5 REVERSION NORTH (1/2 on each)

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on JUNE 3, 1986, ~~1986~~, by _____.



Helen Howard
My Commission Expires:
FEBRUARY 12, 1989
HELEN HOWARD
Notary Public, State of Texas
-3- My Commission Expires 2-12-89

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: June 2/1986

Dorothy M. Pike ✓

Date: _____

Dorothy M. Pike

Lot(s) Lot 18

Date: _____

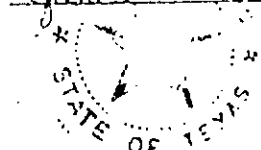
Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on June 2, 1986, by Dorothy M. Pike.



Laura Stivers
Title: Notary Public
My Commission Expires: 10-3-87

Laura Stivers

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ~~23rd~~ day of ~~June~~ July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/29/86

Date: 5/29/86

Lot(s) 2-3-4-5 (North - 1/2 each) Jean G. Tuttle
Lee L.D. Tuttle

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on May 29th, 1986, by Jean G. Tuttle & Lee L.D. Tuttle.

Title: Joint Tenants
My Commission Expires: 12/18/86

CLEO CHILSON
Notary Public, State of Texas
My Commission Expires February 8, 1988
Bonded by Lovett Agency, Lufkin, Texas

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on : serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6/5/86

Richard H. Vestal ✓

Date: _____

Richard H. Vestal

Lot(s) 14

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

HARRIS

COUNTY OF KERR §

This instrument was acknowledged before me on June 5, 1986, by Susan M. Taylor

Title: Trustee
My Commission Expires: 3-24-90

Susan M. Taylor

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/25/86

Dr. Thomas A. Sinclair

Date: 5/11/86

Dr. Thomas A. Sinclair

Lot(s) 20, 21

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF HERR §

This instrument was acknowledged before me on _____, 1986, by Betty J. Poehl

Betty J. Poehl

Title: Wife

My Commission Expires: 4-22-1988

Betty J. Poehl

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1985, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6-11-86

Eugene B. Martens ✓

Date: _____

Eugene B. Martens

Lot(s) 11

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before June 11, 1986, by _____

Delores Dedman
Title: Notary
My Commission Expires: 8-1-1989
Delores Dedman of _____

of all Lot Owners served by the same and for the benefit of the Declarants' remaining 44.20 acres of land which adjoins the subdivisions, provided that (i) such easement and right of way shall be used solely for ingress, egress and regress to and from a specified Lot or tract and not for general recreational purposes, and (ii) all vehicular traffic using such easement and right of way shall not exceed a speed limit of 10 miles per hour or such other speed limit as may be set from time to time by the Board of Directors of the Association. All gates and chains now or hereafter located on or serving any such roadway (including, specifically, the gate providing entrance from F.M. 1340 to the existing 30' wide roadway running in a westerly direction from F.M. 1340 on the north side of the north fork of the Guadalupe River) shall be kept locked at all times (except when passing through same) with locks and chains furnished from time to time by the Board of Directors of the Association, provided that each Lot Owner is furnished with the combination or key to each such lock."

* * * * *

Except as amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 3rd day of July, 1986, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6-14-86

Deborah D. Pannill ✓

Date: _____

Deborah D. Pannill

Lot(s) 38

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on 6-14-86, 1986, by Gary R. Hansen.

FAVE ROBESON

Notary Public, State of Texas

Title: _____
My Commission Expires May 29, 1994

My Commission Expires: _____

SECOND AMENDMENT OF SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
RIVERSIDE AND RIVERSIDE NORTH SUBDIVISIONS

THE STATE OF TEXAS §
 §
THE COUNTY OF KERR §

Reference is made to (i) that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions ("Supplemental Declaration") dated May 30, 1980, executed by Paul L. Bushong and Perry Bushong, as Declarants, recorded in Volume 235, Page 452, et seq. of the Deed Records of Kerr County, Texas, covering and relating to 185.63 acres of land, more or less, out of Survey No. 1560, W. F. James, Abstract No. 844, Survey No. 1717, W. P. Ridgeway, Abstract No. 945, Survey No. 638, S. W. Watkins, Abstract No. 368, Survey No. 1724, G. C. & S. F. Ry. Co., Abstract No. 1379, T. C. Cox, Original Grantee, and Survey No. 1723, G. C. & S. F. Ry. Co., Abstract No. 1175, all in Kerr County, Texas, as more fully described therein (the "Property"), and (ii) that certain First Amendment of Supplemental Declaration of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions ("First Amendment") dated effective as of July 3, 1986, recorded in Volume 381, Page 773, et seq. of the Deed Records of Kerr County, Texas, amending the Supplemental Declaration in certain particulars as therein specified (such Supplemental Declaration and such First Amendment being hereinafter referred to collectively as the "Declaration"). Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Declaration unless the context clearly requires otherwise.

Pursuant to the provisions of Article II of the Supplemental Declaration, the Riverside and Riverside North Subdivision Owners Association has been incorporated under the name of Riverside and Riverside North Subdivision Owners Association, Inc., a Texas nonprofit corporation, with each residential Lot Owner being a member of the Association and entitled to one vote for each Lot owned by deed or contract. Also pursuant to such Article II, the administration of the maintenance fund has been turned over to the Association by Declarants inasmuch as 80% of the Property has been sold by Declarants by deed or contract.

Under the provisions of Paragraph 16 of Article VIII of the Declaration, the record Owners of legal title of sixty-seven percent (67%) of the Lots as shown by the Deed Records of Kerr County, Texas, may amend or change the covenants, conditions and restrictions set forth in the Declaration in whole or in part at any time (with the exception only of the restriction pertaining to the re-subdivision of the Lots set forth in Paragraph 14 of Article X of the Declaration).

Accordingly, the undersigned, constituting the record Owners of legal title of sixty-seven percent (67%) or more of the Lots as shown by the Deed Records of Kerr County, Texas as of effective date of this Second Amendment, do hereby further amend the covenants, conditions and restrictions as set forth in the Declaration in the following particulars:

Paragraph 8. of Article VIII of the Declaration is amended to read hereafter as follows:

"8. Animals, Hunting and Use of Firearms.

A. No animals other than domestic pets and horses shall be permitted on any of said lots. Horses may be kept on a lot if restrained within a fenced enclosure.

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: 5/21/90

Lot(s) 18, 19, 20, 21, 22, 23, 24,
26, 27, 28, 29, 30, 31, 32,

Date: 33, & 34 (North)

Date: _____

Lot(s) _____

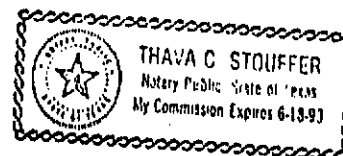
Robert A. Keahey
Robert A. Keahey

STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on May 21, 1990, by Robert A. Keahey.

Thava C. Stouffer
Title: _____

\\jraper\2amend.riv



B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: 5/21/90

Lot(s) 15 1/2

Robert A. Kezhey
Robert A. Kezhey

Date: _____

Date: _____

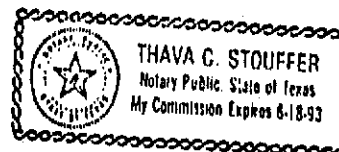
Lot(s) _____

STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on May 21st, 1990, by Robert A. Kezhey.

Phon C. Stouffer
Title: _____

\\rapar\2amend.riv



B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ____ day of _____, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6-09-90

Date: 6-9-90

Lot(s) # 39

Date: _____

Date: _____

Lot(s) _____

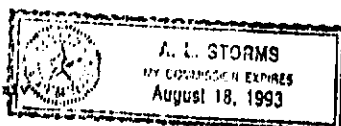
Ira E. Bartels
Ira E. Bartels
Sherma J. Bartels
Sherma J. Bartels

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on 6-9, 1990, by Ira E. Bartels & Sherma J. Bartels.

\\cspcr\2amend.



A. L. Storms
Title: Loan Officer

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ____ day of _____, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 8 June 1990

Date: 8 June 1990

Lot(s) # 35, 36 & 43

Fred L. Speck, Jr.
Fred L. Speck, Jr.
Linda Speck
Linda Speck

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on June 8, 1990, by FRED L. SPECK, JR., and LINDA. SPECK.

\\raper\2amend.r



Elaine Hughes
Title: _____

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of _____, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 6-6-90

Date: 6-6-90

Lot(s) 1/2 of 2-N, 3-N, 4-N & S-N

Date: _____

Date: _____

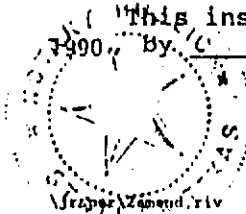
Lot(s) _____

[Signature]
[Signature] John L. Howard
[Signature] RAK
 This change was made by
 Robert A. Kealey

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on June 6,
 1990, By John Howard.



[Signature]
 Title: Notary
 My Commission Expires 7-23-93

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 18 day of May, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/18/90

Date: 5/18/90

Lot(s) # 9-N, 10-N & 11-N

Jack R. Sowell
Jack R. Sowell
Patricia M. Sowell
 Patricia M. Sowell

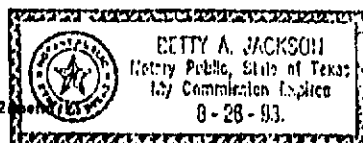
Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on May 18, 1990, by Jack R. Sowell and Patricia M. Sowell.



Betty A. Jackson
 Title: Notary Public

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 5 day of June, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: June 5, 1990

Date: June 5, 1990

Lot(s) # 41

Quintin J. Asberg
Quintin J. Asberg
Wynell E. Asberg
Wynell E. Asberg

Date: _____

Date: _____

Lot(s) _____

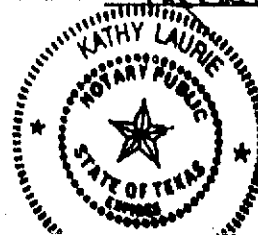
STATE OF TEXAS §

COUNTY OF Kerr §

This instrument was acknowledged before me on June 5, 1990, by Quintin J. Asberg & Wynell E. Asberg.

Kathy Laurie
Title: Notary Public

\\jrapor\2nment.rlv



B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

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The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ____ day of _____, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: _____

Lot(s) 1/205 2-N, 3-N, 4-N & 5-N

Date: 5/30/90

Date: 5/30/90

Lot(s) _____

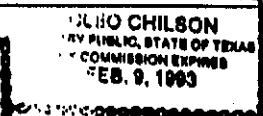
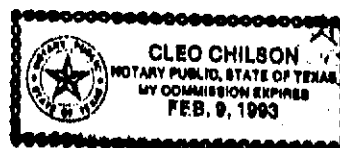
Jeannette L. Tuttle
Lee L.D. Tuttle, Jr.
 Jeannette L. Tuttle
 Lee L.D. Tuttle, Jr.
 STATE OF TEXAS

STATE OF TEXAS §
 COUNTY OF Harris §

This instrument was acknowledged before me on May 30th, 1990, by Jeannette L. Tuttle & Lee L.D. Tuttle Jr.

Cleo Chilson
 Title: _____

\\graper\2amend.rlv



B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/29/90

Date: 5/29/90

Lot(s) # 14-N, 15-N, 16-N & 17-N

Date: _____

Date: _____

Lot(s) _____

Robert L. Elizondo
Robert L. Elizondo
Donna M. Elizondo Rok

Change made by Robert A. Weaher

STATE OF ^{Connecticut} TEXAS §
COUNTY OF ^{Fairfield} §

This instrument was acknowledged before me on MAY 29, 1990, 1990, by ROBERT L. ELIZONDO.

Margaret M. Haggerty
Title: Commissioner of Deeds

\\raper\2amend.rlv

MARGARET M. HAGGERTY
COMMISSIONER OF DEEDS
My Commission Expires March 30, 1993



B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ d., of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: _____

Lot(s) # 6-N & 7-N

Dorothy L. Hyde
Richard L. Hyde
 Richard L. Hyde

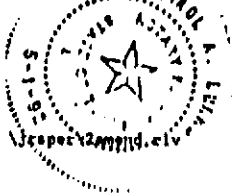
Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §
 COUNTY OF Koehn §

This instrument was acknowledged before me on May 24, 1990, by Dorothy L. Hyde and Richard L. Hyde



Carol A. Burke
 Title: Notary Public
 Commission Expires: 5/1/92

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 22nd day of May, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5-22-90

Lucinda B. Lautenschlaeger
Lucinda B. Lautenschlaeger

Date: _____

Lot(s) 12-N

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF Kerr §

This instrument was acknowledged before me on May 22nd, 1990, by Lucinda B. Lautenschlaeger



Catherine M. Maley
Title: Notary Public

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 21st day of May, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: _____

Lot(s) # 38 _____

Deborah D. Pannill
Deborah D. Pannill

Date: _____

Date: _____

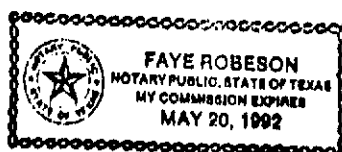
Lot(s) _____

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on 21st of May, 1990, by Deborah D. Pannill.

\\raper\2amend.riv



Title: Notary Public

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: 5/18/90

Date: 5/18/90

Lot(s) #5

Judith B. Powers
Judith B. Powers
J.D. Powers
J.D. Powers

Date: _____

Date: _____

Lot(s) _____



STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on May 18, 1990, by Judith B. Powers and J.D. Powers.

Marian V. Brown
Title: _____

\\rsper\2amend.rlv

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

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ____ day of _____, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: _____

Date: 5/12/90

Lot(s) # 37

Marilou Rutledge
Marilou Rutledge

Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on May 18th, 1990, by Marilou Rutledge

Ann Bequest
Title: Notary Public



\\jrapor\2amend.rlv

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

Date: May 16, 1990

Dorothy M. Pike
Dorothy M. Pike

Date: _____

Lot(s) # 18

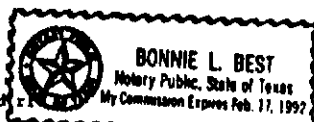
Date: _____

Date: _____

Lot(s) _____

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on May 17, 1990, by Dorothy M. Pike.



Bonnie L. Best
Title: Notary

\\jreper\2amend

B. Hunting is prohibited.

C. The firing, discharging or other use of firearms of any kind on or about the Property or on or about any Lot or common area constituting a part of the Property is expressly prohibited, provided that the foregoing shall not prevent the firing, discharging or other use of firearms by any Lot Owner for the express purpose of defending or protecting such Lot Owner or such Lot Owner's property (both real and personal) from and against any injury, loss or damage or threatened injury, loss or damage."

* * * * *

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this Second Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the ___ day of ___, 1990, although actually executed on the respective dates set forth opposite the signature of each party below.

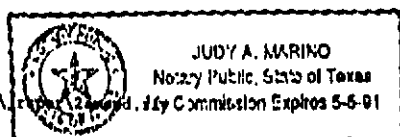
Date: _____
 Date: 5/16/90
 Lot (#) # 42

Paul L. Bushong
 PAUL L. BUSHONG

Date: _____
 Date: _____
 Lot(s) _____

STATE OF TEXAS §
 COUNTY OF KERR §

This instrument was acknowledged before me on May 16, 1990, by PAUL L. BUSHONG.



Judy A. Marino
 Title: Notary Public, State of Texas

FILED FOR RECORD

at 3:35 o'clock P.M.

JUN 15 1990

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By Thomas Harris Deputy

Return to:

✓ Robert A. Keshley
400 N.E. Loop 410
D-124 Petroleum Center
San Antonio, Texas 78209

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

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

JUN 15 1990



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property
FILE DATE: June 15, 1990
FILE TIME: 3:35 O'CLOCK P M
VOL 553 PAGE 270
RECORDING DATE

JUN 15 1990



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

THIRD AMENDMENT OF SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
RIVERSIDE AND RIVERSIDE NORTH SUBDIVISIONS

THE STATE OF TEXAS

§

THE COUNTY OF KERR

§

§

Reference is made to (i) that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions ("Supplemental Declaration") dated May 30, 1980, executed by Paul L. Bushong and Perry Bushong, as Declarants, recorded in Volume 235, Page 452, et seq. of the Deed Records of Kerr County, Texas, covering and relating to 185.63 acres of land, more or less, out of Survey No. 1560, W.F. James, Abstract No. 844, Survey No. 1717, W.P. Ridgeway, Abstract No. 945, Survey No. 638, S.W. Watkins, Abstract No. 368, Survey No. 1724, G.C. & S.F. Ry. Co., Abstract No. 1379, T.C. Cox, Original Grantee, and Survey No. 1723, G.C. & S.F. Ry Co., Abstract No. 1175, all in Kerr County, Texas, as more fully described therein (the "Property"), (ii) that certain First Amendment of Supplemental Declarations of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions (the "First Amendment") dated effective as of July 3, 1986, recorded in Volume 381, Page 773, et seq. of the Deed Records of Kerr County, Texas, amending the Supplemental Declaration in certain particulars as therein specified, and (iii) that certain Second Amendment of Supplemental Declaration of Covenants, Conditions and Restrictions of Riverside and Riverside North Subdivisions (the "Second Amendment") dated effective as of May 21, 1990, recorded in Volume 553, Page 270, et seq., of the Deed Records of Kerr County, Texas, amending the Supplemental Declaration in certain particulars as therein specified (such Supplemental Declaration, such First Amendment, and such Second Amendment being hereinafter referred to collectively as the "Declaration"). Capitalization terms used but not defined herein shall have the same meanings ascribed to such terms in the Declaration unless the context clearly requires otherwise.

Pursuant to the provisions of Article II of the Supplemental Declaration, the Riverside and Riverside North Subdivisions Owners Association has been incorporated under the name of Riverside and Riverside North Subdivision Owners Association, Inc., a Texas nonprofit corporation (the "Association"), with each residential Lot Owner being a member of the Association and entitled to one vote for each Lot owned by deed or contract. Also pursuant to such Article II, the administration of the maintenance fund has been turned over to the Association by Declarants inasmuch as 80% of the Property has been sold by Declarants by deed or contract.

Under the provision of Paragraph 16 of Article VIII of the Declaration, the record Owners of legal title of sixty-seven percent (67%) of the Lots as shown by the Deed Records of Kerr County, Texas, may amend or change the covenants, conditions and restrictions set forth in the Declaration in whole or in part at any time (with the exception only of the restriction pertaining to the re-subdivision of the Lots set forth in Paragraph 14 of Article X of the Declaration).

Accordingly, the undersigned, constituting the record Owners of legal title of sixty-seven percent (67%) or more of the Lots as shown by the Deed Records of Kerr County, Texas, as of effective date of this Third Amendment, do hereby further amend the covenants, conditions and restrictions as set forth in the Declaration in the following particulars:

1. The first line of Article I, Section 5, is hereby amended by deleting the number "59" and substituting therefore the number "62".
2. The third line of Article IV (b) is hereby amended by deleting the word "monthly".
3. The fifth line of Article VIII, No. 1, is hereby amended by deleting the words "and servants' quarters" and inserting between the words "garage" and "guest", the word "and".
4. Article VIII, No. 3 is hereby amended by deleting in its entirety the second sentence that states "All tin roofs must be painted."
5. Article VIII, No. 3 is hereby amended by adding to line 12 after the word "premises" the following: "with the prior written approval of the Architectural Control Committee".
6. Article VIII, No. 3 is hereby amended by adding the following additional sentence: "No dock, pier, or other structure may extend into the river beyond the natural riverbank".
7. Article VIII, No. 3 is hereby amended by adding the following sentences: "No structure may be constructed on any lot that is not at least five feet (5') above the 100 year flood plain elevation for that lot and/or building site without first obtaining a variance from the Architectural Control Committee. Any such variance granted by the Architectural Control Committee shall be preliminary and not final unless and until the owner requesting the variance obtains and presents to the Architectural Control Committee any and all final approvals or permits required by FEMA or any governmental agency that regulates construction in a flood plain area."
8. Lines 4 and 5 of Article VIII, No. 4, are hereby amended by deleting the words and numbers "one thousand (1,000)" and inserting therefore the words and numbers "one thousand two hundred (1,200)".
9. Article VIII, No. 1 is hereby amended by inserting the following after the first sentence: "Not more than one (1) guest cottage may be constructed on any lot and each such guest cottage shall have a living area of not less than six hundred (600) square feet and not more than nine hundred (900) square feet."

10. Line 12 of Article VIII, No. 6 is hereby amended by deleting the word and number "eight (8)" and inserting therefore the word and number "twelve (12)".
11. Line 1 of Article VIII, No. 10 B, No. (1) is hereby amended by inserting after the word "boat" the words "or any other watercraft".
12. Article VI is hereby amended by adding the following additional sentences: "Any violation, or potential violation, of these covenants, reservations, and easements and restrictions may be enjoined by any owner or by the Association. Any owner found to be in violation of any of these covenants, restrictions, easements, or restrictions shall be liable to the Association (or any owner who file suit to enforce these covenants, restrictions, easements, or reservations) for the reasonable cost and expenses, including attorneys' fees, incurred in connection with such enforcement."

Except as further amended hereby, each of the covenants, conditions and restrictions of the Declaration shall continue in full force and effect as originally written and the Declarations, as adopted and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 15th day of February, 2005, although actually executed on the respective dates set forth opposite from the signature of the party on the attached signature pages.

Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 20 day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/19/2004

LOT #(s) 39

Ira E Bartels
Owner Signature

Sherina Bartels
Owner Signature

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 20 day of December, 2004, by IRA E BARTELS AND SHERINA BARTELS

Joan L. Kenady
Notary Public, State of Texas

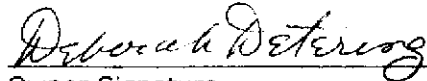


Signature Affidavit

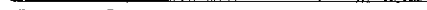
Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004,⁵ although actually executed on the date set forth opposite the signature of each party.

DATE: 12-9-04LOT #(s) 38


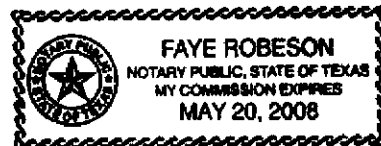
Owner Signature


 Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 9th day ofDecember, 2004, by DEBORAH DETERING.


Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/17/04

LOT #(s) 30N, 31N, 32N, 33N, 34N

Debbie Littlestar
Owner Signature

Mark L. Littlestar
Owner Signature

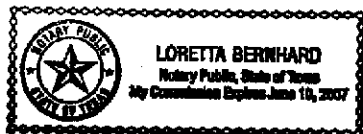
THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 17th day of

Dec., 2004, by Debbie + Mark Littlestar

Loretta Bernhard
Notary Public, State of Texas



Signature Affidavit

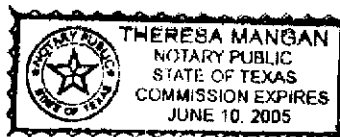
Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004⁵, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/15/04LOT #(s) 37Marilou Rutledge
Owner Signature_____
Owner Signature

THE STATE OF TEXAS

COUNTY OF DallasThis instrument was acknowledged before me on this 15th day ofDecember, 2004, by Marilou Rutledge.Theresa Mangan
Notary Public, State of Texas

Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 16th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-16-04LOT #(s) 6

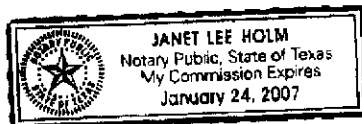
Jan Calkins
Owner Signature

Sandra Calkins
Owner Signature

THE STATE OF TEXAS

COUNTY OF FT BendThis instrument was acknowledged before me on this 16 day ofDec, 2004, by Janet Lee Holm

Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 13th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-13-04LOT #(s) 19

[Signature]
Owner Signature

[Signature]
Owner Signature

THE STATE OF TEXAS

COUNTY OF KerrThis instrument was acknowledged before me on this 13th day ofDecember, 2004, by Virginia Dr. Shivers / John V. Shivers

[Signature]
Notary Public, State of Texas

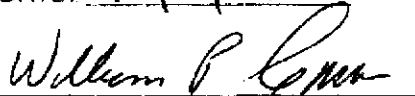


Signature Affidavit

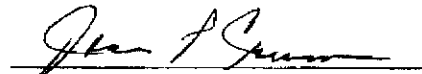
Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 17th day of DECEMBER, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/17/04LOT #(s) 44

Owner Signature



Owner Signature

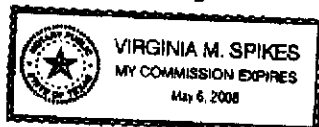
THE STATE OF TEXAS

COUNTY OF Kerr

This instrument was acknowledged before me on this 17th day of December, 2004, by William P. Crum and Jane P. Crum.



Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 10 day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE:

12/10/04

LOT #(s)

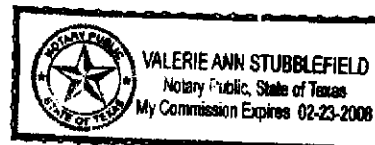
14 & 15, 40

Owner Signature

Owner Signature

THE STATE OF TEXAS

COUNTY OF


KerrThis instrument was acknowledged before me on this 10 day ofDecember, 2004, by Valerie A. StubblefieldValerie A. Stubblefield
Notary Public, State of Texas

Signature Affidavit

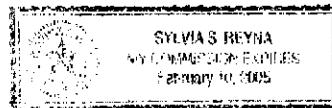
Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14TH day of DECEMBER, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/14/04LOT #(s) 24-N
Owner Signature
Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 14th day ofDecember, 2004, by Stuart D. Thompson and Bernadell R. Larson
Notary Public, State of Texas

Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 12th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/12/04LOT #(s) 9N, 10N, 11N

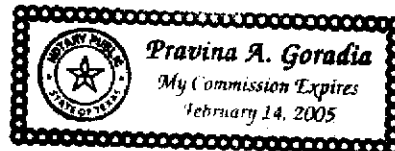
[Signature]
Owner Signature

[Signature]
Owner Signature
Patricia Sowell

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 12 day ofDec, 2004, by _____

[Signature]
Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 13th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-13-04

LOT #(s) 6 & 7

Martin L. Robertson

Owner Signature

Ellen D. Robertson

Owner Signature

THE STATE OF TEXAS

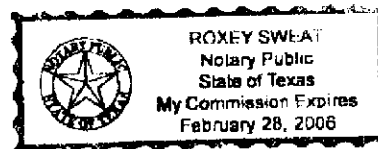
COUNTY OF Kerr

This instrument was acknowledged before me on this 13th day of

December, 2004, by Martin L. Robertson & Ellen B. Robertson

Roxey Sweat

Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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DATE: 12/14/04LOT #(s) 41

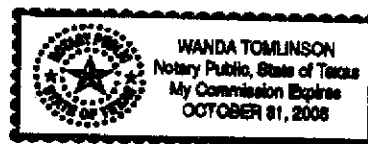
Quentin J. Aaberg, Jr.
Owner Signature

Wynell E. Aaberg
Owner Signature

THE STATE OF TEXAS

COUNTY OF KerrThis instrument was acknowledged before me on this 14 day ofDecember, 2004, by Quentin J. Aaberg, Jr. and Wynell E. Aaberg

Wanda Tomlinson
Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004⁵ although actually executed on the date set forth opposite the signature of each party.

DATE: 12-8-04LOT #(s) 13Anne Tourget
Owner Signature_____
Owner Signature

THE STATE OF TEXAS

COUNTY OF TRAVISThis instrument was acknowledged before me on this 8 day ofDec., 2004, by Anne Tourget.Jarrett Reece
Notary Public, State of Texas

Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 7th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: Dec. 7, 2004LOT #(s) No. 5 Riverside

J. Harris Powers
Owner Signature

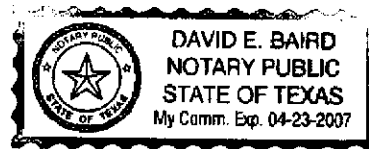
Judith B. Powers
Owner Signature

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 7th day of
December, 2004, by David Baird

David E. Baird
Notary Public, State of Texas



Signature Affidavit

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004⁵, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-7-04

LOT #(s) 2-3-4-5 North

[Signature]
Owner Signature

[Signature]
Owner Signature

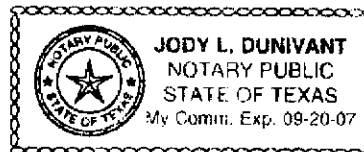
THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 7th day of

December, 2004, by Lee Tuttle and Jean G Tuttle

[Signature]
Notary Public, State of Texas



Signature Affidavit

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DATE: 12-9-04LOT #(s) 28Rebecca Price

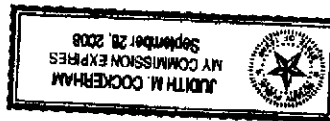
Owner Signature

Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 9th day ofDecember, 2004, by Judith M. Cookerham

Notary Public, State of Texas



Signature Affidavit

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 23rd day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-23-04LOT #(s) 10

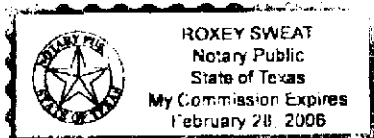
Karol K. Willy
Owner Signature

F. D. Willy Jr.
Owner Signature

THE STATE OF TEXAS

COUNTY OF KERRThis instrument was acknowledged before me on this 23rd day ofDecember, 2004, by Karol K. Willy & Frank O Willy Jr.

Roxey Sweat
Notary Public, State of Texas



Signature Affidavit

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 4th day of January, 2004⁵, although actually executed on the date set forth opposite the signature of each party.

DATE: 1/4/05LOT #(s) 7

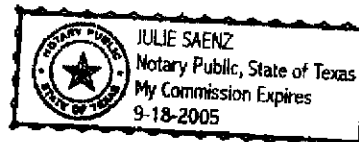
[Signature]
Owner Signature

[Signature]
Owner Signature

THE STATE OF TEXAS

COUNTY OF HidalgoThis instrument was acknowledged before me on this 4th day ofJanuary, 2004⁵, by Wayne W. + Mary G. WestPhase

[Signature]
Notary Public, State of Texas



VOL 1427 PAGE 180

Signature Affidavit

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 18 day of January, 2005, although actually executed on the date set forth opposite the signature of each party.

DATE: 1/18/05LOT #(s) 8-NOwner Signature Georgia Finley Harrison

Owner Signature _____

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 18th day ofJanuary, 2005, by Georgia Finley HarrisonLaura H. Lin
Notary Public, State of Texas

Signature Affidavit

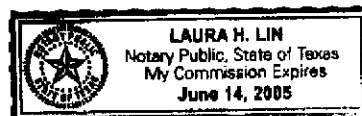
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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 18 day of January, ~~2004~~, 2005 although actually executed on the date set forth opposite the signature of each party.

DATE: 1/18/05LOT #(s) BN_____
Owner SignatureA. Judd Harrison
NIN Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 18th day ofJanuary, 2005 by A. Judd HarrisonLaura H. Lin
Notary Public, State of Texas

Signature Affidavit

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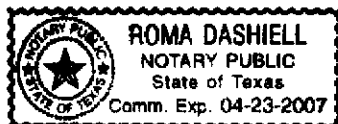
DATE: Dec. 12, 2004LOT #(s) 17, 18, 19

 Owner Signature


 Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 15th day ofDecember, 2004, by Shirley & Doug Nicholson

 Notary Public, State of Texas


Signature Affidavit

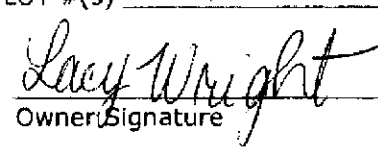
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DATE: 12/16/04LOT #(s) 42

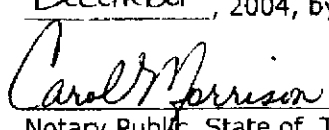
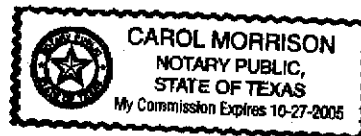
 Owner Signature


 Owner Signature

THE STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on this 20th day of December, 2004, by Carol Morrison.


 Notary Public, State of Texas


Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 21 day of JANUARY, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 1-21-05LOT #(s) 3

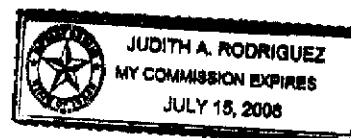
[Signature]
Owner Signature

[Signature]
Owner Signature

THE STATE OF TEXAS

COUNTY OF DALLASThis instrument was acknowledged before me on this 21 day ofJANUARY, 2005, by Judith A. Rodriguez.

[Signature]
Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004⁵, although actually executed on the date set forth opposite the signature of each party.

DATE: 2-10-05

RIVERSIDE

LOT #(s) 35, 36, 43

[Signature]
Owner Signature

[Signature]
Owner Signature

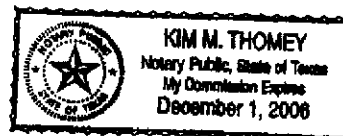
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10th day of

February, 200~~4~~⁵, by Kelsey P. Chaffy.

[Signature]
Notary Public, State of Texas



Ack
of the existing Supplemental Declaration
at Covenants, Conditions and Restrictions
of the Riverside and Riverside North Subdivisions

Signature Affidavit

(See attached Exhibit "A" for list of 13 revisions/amendments that shows a "No" vote for suggested revision No. 4)

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned. ^{with the exception of revision No. 4}

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004,⁵ although actually executed on the date set forth opposite the signature of each party.

DATE: Jan 10, 2005

LOT #(s) 15 & 16 20, 21 & 22 (North)

Robert A. Kealey
Owner Signature

Gary Blankens Kealey
Owner Signature

THE STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on this 10th day of January, ²⁰⁰⁵ 2004, by Robert A. Kealey and Gary Blankens Kealey

Thana C. Stouffer
Notary Public, State of Texas



Signature Affidavit

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DATE: 12/9/04

LOT #(s) 25, 26, 27

Patricia D. Barham
Owner Signature

Jonathan Barham
Owner Signature

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 9th day of

December, 2004, by Patricia & Jonathan Barham.

Rebecca Drille
Notary Public, State of Texas



Signature Affidavit

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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 1st day of FEBRUARY, 2005, although actually executed on the date set forth opposite the signature of each party.

DATE: 1 FEB 2005LOT #(s) 18

DEBORAH M. PIKE BY JOHN L. PIKE [Signature] P.O.A. AGENT CITY W. FAIR
Owner Signature Owner Signature

THE STATE OF TEXAS

COUNTY OF HarrisThis instrument was acknowledged before me on this 1st day ofFebruary, 2005, by JOHN L. PIKE

Mary Jo Higgins
Notary Public, State of Texas



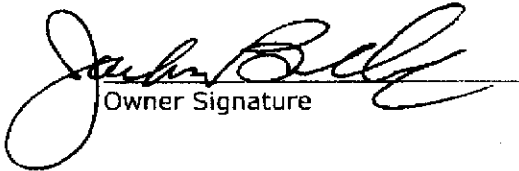
Signature Affidavit

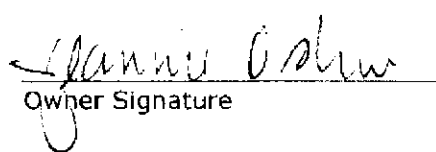
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DATE: 12/20/2004LOT #(s) 23

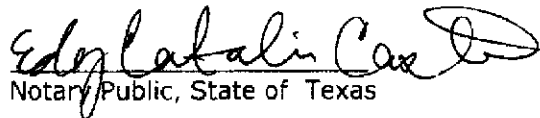

Owner Signature

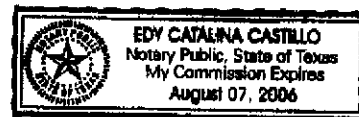

Owner Signature

THE STATE OF TEXAS

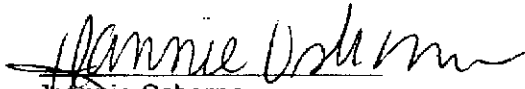
COUNTY OF Harris

This instrument was acknowledged before me on this 20 day of
December, 2004, by Broochs Osborne.


Notary Public, State of Texas



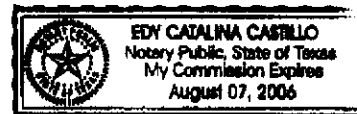
Signature Affidavit
Addendum


Jeannie Osborne

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on 23 day of
March, 2005, by Jeannie Osborne


Notary Public, State Of Texas



Signature Affidavit

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DATE: 12-17-04LOT #(s) 17

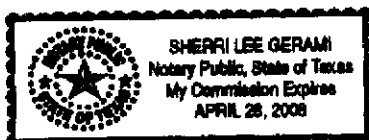
Manda V. Taylor
Owner Signature

J. T. Lee
Owner Signature

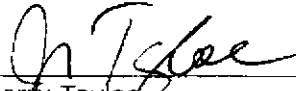
THE STATE OF TEXAS

COUNTY OF KerrThis instrument was acknowledged before me on this 14th day ofDecember, 2004, by Manda V. Taylor

Sherril Lee Geraani
Notary Public, State of Texas



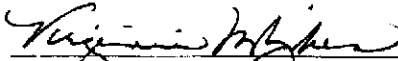
Signature Affidavit
Addendum


Jerry Tayloe

THE STATE OF TEXAS
COUNTY OF Kerr

This instrument was acknowledged before me on 31st day of

March, 2005, by Jerry Tayloe


Notary Public, State Of Texas



Signature Affidavit

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DATE: 12-17-04LOT #(s) 17

Manda N. Taylor
Owner Signature

J. T. Lee
Owner Signature

THE STATE OF TEXAS

COUNTY OF KerrThis instrument was acknowledged before me on this 14th day ofDecember, 2004, by Manda N. Taylor.

Sherril Lee Geram
Notary Public, State of Texas

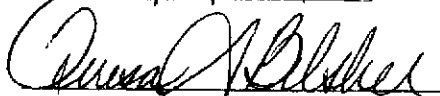
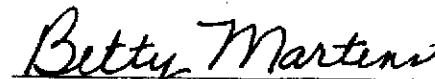


Signature Affidavit

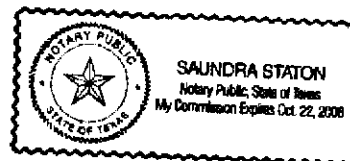
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EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 13th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/13/2004LOT #(s) 12
Owner Signature
Owner Signature

THE STATE OF TEXAS

COUNTY OF DallasThis instrument was acknowledged before me on this 13th day ofDecember, 2004, by TERESA A. BELSHER.
Notary Public, State of Texas

Signature Affidavit
Addendum

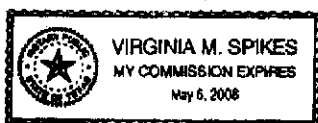
Betty Martens
Betty Martens

THE STATE OF TEXAS
COUNTY OF Essex

This instrument was acknowledged before me on 14th day of

March, 2005, by Betty Martens

Virginia M. Spikes
Notary Public, State Of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 13th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12/13/2004

LOT #(s) 12

[Signature]
Owner Signature

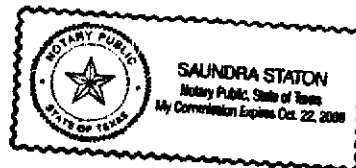
Betty Martens
Owner Signature

THE STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on this 13th day of December, 2004, by TERESA A. BELSHER.

Saundra Staton
Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 10th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-10-04LOT #(s) 11

Eugene B. Martens
Owner Signature

Elizabeth D. Martens
Owner Signature

THE STATE OF TEXAS

COUNTY OF Kerr

This instrument was acknowledged before me on this 10th day of

December, 2004, by Eugene B. Martens.

Sherril Lee Geram
Notary Public, State of Texas



Signature Affidavit
Addendum

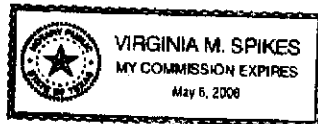
Elizabeth I. Martens
Elizabeth I. Martens

THE STATE OF TEXAS
COUNTY OF harris

This instrument was acknowledged before me on 14th day of

march, 2005, by Elizabeth I. Martens

Virginia M. Spikes
Notary Public, State Of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 10th day of December, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 12-10-04LOT #(s) 11

Eugene B. Martens
Owner Signature

Elizabeth D. Martens
Owner Signature

THE STATE OF TEXAS

COUNTY OF BrewerThis instrument was acknowledged before me on this 10th day of

December, 2004, by Eugene B. Martens

[Signature]
Notary Public, State of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004,⁵ although actually executed on the date set forth opposite the signature of each party.

DATE: 1-24-05

LOT #(s) 15 N

Scott Loveland
Owner Signature

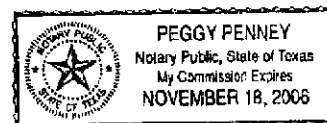
[Signature]
Owner Signature

THE STATE OF TEXAS


COUNTY OF Kerr

This instrument was acknowledged before me on this 31st day of January, 2004, by Scott Loveland

Peggy Penney
Notary Public, State of Texas



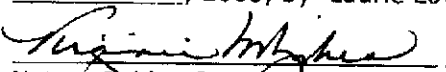
Signature Affidavit
Addendum


Laurie Loveland

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on 12th day of

March, 2005, by Laurie Loveland


Notary Public, State Of Texas



Signature Affidavit

Except as amended hereby, each of the Covenants, Conditions, and Restrictions of the Declaration shall continue in full force and effect as originally written and subsequently amended, and the Declaration, as amended hereby, is in all respects ratified, adopted, and confirmed by the undersigned.

The provisions of this Third Amendment shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives, successors and assigns.

EXECUTED in a number of counterparts, each of which shall have the force and effect of an original although constituting but one and the same instrument, effective as of the 14th day of February, 2004, although actually executed on the date set forth opposite the signature of each party.

DATE: 1-24-05

LOT #(s) 15 N

Scott Leeland
Owner Signature

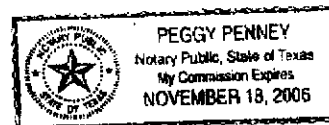
[Signature]
Owner Signature

THE STATE OF TEXAS

COUNTY OF Kerr

This instrument was acknowledged before me on this 24th day of February, 2004, by Scott Leeland

Peggy Penney
Notary Public, State of Texas



RETURN TO:

✓ FRED HENNEKE

260 THOMPSON DRIVE, STE 13
KERRVILLE, TX 78028

FILED FOR RECORD
at 2:26 o'clock P.M.

APR 11 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
J. Pieper Deputy

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

APR 12 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

filmed & filed

RECORD

VOL

Red Property
1427 PG 159

RECORDING DATE

APR 12 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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