

RIVERHILL ESTATES NO. THREE

Restrictions

Volume 179, Page 786, Deed Records of Kerr County, Texas; Volume 4, Page 114, Plat Records of Kerr County, Texas (AS PER LOTS 1-20 ONLY); Volume 935, Page 341, Real Property Records of Kerr

Other Exceptions

- Minerals conveyed by Grantor, as described in Mineral Deed from James Hollimon to L.B. Cummings, dated July 23, 1929, recorded in Volume 5, Page 105, Oil & Gas Lease Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Jim W. Weatherby, et ux to C. Frederick Rowsey, dated January 10, 1964, recorded in Volume 117, Page 248, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Right Of Way and Easement to the Kerrville Telephone Company dated June 23, 1969, recorded in Volume 5, Page 609, Easement Records of Kerr County, Texas. (AS PER LOTS 4,6,7,10-13,15-17,19,22,25,28 & 31)
- Easements as per the Plat recorded in Volume 4, Page 35, Plat Records of Kerr County, Texas. (ALL LOTS)
- Building Set Back Lines as per the Restrictions recorded in Volume 179, Page 786, Deed Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Replat recorded in Volume 4, Page 114, Plat Records of Kerr County, Texas. (AS PER LOTS 1-20 ONLY)
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min. reservation",ST1,6} to {PR,"insert grantee for min. reservation",ST1,6}, dated {PR,"insert date of min. reservation",DT2,6}, recorded in Volume {PR,"insert volume number of min. reservation",IN1,6}, Page {PR,"insert page number of min. reservation",IN1,6}, {PR,"insert record type for min. reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

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THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF KERR

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DECLARATION OF RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS (COVERING RIVERHILL ESTATES NO. THREE)

That Riverhill Club & Estates, Ltd., a Texas limited partnership, having as its general partner, Tierra Linda Ranch Corporation, a Texas corporation, and having its principal place of business in Kerrville, Kerr County, Texas (hereinafter called the "Developer"), being the owner of that certain tract of land described on Exhibit "A," which is annexed hereto, incorporated herein by reference and made a part hereof for all purposes, which land has been heretofore platted into that certain subdivision known as "Riverhill Estates No. Three," according to the plat of said subdivision originally recorded on May 5, 1975, in Volume 4, Page 35 of the Plat Records of Kerr County, Texas (herein referred to as the "Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, does hereby adopt, establish, promulgate and impress upon the land described in Exhibit A the following Reservations, Restrictions, Covenants, Conditions and Easements, which below set forth Reservations, Restrictions, Covenants, Conditions and Easements shall be and are hereby made applicable to the Subdivision and to any alterations or additions thereto as presently or hereafter reflected by the records in the office of the County Clerk of Kerr County, Texas.

I

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION

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2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

RESERVATIONS

3. a. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land described in Exhibit "A" as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer.

d. Neither the Developer, nor its successors or assigns, using paid utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

DURATION

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4. The provisions hereof, including the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

ENFORCEMENT

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions, Covenants, Conditions, and Easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Riverhill Estates) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such

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partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations, Covenants, Conditions and Easements shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATIONS ON MORTGAGES

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained, including said Reservations, Restrictions, Covenants, Conditions and Easements.

II

ARCHITECTURAL CONTROL

BASIC RULE

1. No lot shall be re-subdivided. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision without approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on compliance with the provisions hereof, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography, adjacent structures, obstruction of view from nearby or adjoining lots and finished grade elevation.

ARCHITECTURAL CONTROL AUTHORITY

2. a. The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall

terminate upon the election of the Riverhill Estates Architectural Control Committee, in which event such authority shall be vested in and exercised by the Riverhill Estates Architectural Control Committee (as provided in b. below), except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats.

b. At such time as all of the lots in the Sub-division and in all other Sections of Riverhill Estates (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Kerr County, Texas. Thereupon, the lot owners in Riverhill Estates may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Riverhill Estates Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of Riverhill Estates. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. The action of a majority of the Committee shall control and the Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

The Developer shall arrange for such election within sixty (60) days following the filing of the aforesaid Statement. Notice of the time and place of such election (which shall be in Kerr County, Texas) shall be given not less than five (5) days prior thereto.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee) and the Developer (or the Committee) shall maintain said ballots for a period of not less than four (4) years. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

After the first such election, shall have been held, thereafter the Committee shall be obligated to arrange for

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elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes and determining results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer) then the Developer may validly perform such function.

c. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may, from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

FINALITY OF ACTION AND EFFECT OF INACTION

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. The judgment of the Developer or the Committee in this respect shall be final and conclusive. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

4. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

III

DESIGNATION OF TYPES OF LOTS

1. All lots in the Subdivision having a common boundary with the golf course adjacent to the Subdivision are hereby designated as "Fairway Lots".

2. All lots in the Subdivision having a view of the golf course adjacent to the Subdivision are hereby designated as "Fairway View Lots".

3. All lots in the Subdivision having a view location from hill-side, hill-top or elevated position are hereby designated as "View Lots".

4. All lots in the Subdivision not having any of the characteristics referred to in 1., 2., and 3. above are hereby designated as "Riverhill Estates Lots".

5. The Architectural Control Committee shall have the exclusive and final right and authority to classify or designate any lot in the Subdivision as being any one of the

above described designations in the event of any reasonable doubt as to the classification of the lot in question.

IV

GENERAL RESTRICTIONS

1. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility) for not more than three (3) automobiles and other than bona fide servants' quarters; provided however, that the servants' quarters structure shall not exceed the main dwelling in area, height or number of stories. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat or any existing or future amendment, supplement, extension or addition thereto: the golf course; any esplanade; any unrestricted area; any cottage, apartment or condominium area.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants' quarters) shall be not less than the following respective amount for each of the designated types of lots:

Fairway Lots and Fairway View Lots: 1,800 sq. ft. for a one-story dwelling; 2,200 sq. ft. for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor;

View Lots and Riverhill Estates Lots: 1,600 sq. ft. for a one-story dwelling; 2,000 sq. ft. for a two-story dwelling, with 1,100 sq. ft. thereof on the first floor;

The exterior materials of the main residential structure and any attached garage (or other attached car parking facility) on all lots shall be not less than fifty-one percent (51%) masonry. A detached garage (or other detached car parking facility) may be of wood.

3. No building shall be located on any lot nearer to the front street line or nearer to the street side line than the minimum building set-back lines as stated in Paragraph

V-2 hereof, unless approval therefor is granted by the Developer or Committee in the case of unusual lot location, terrain or configuration. Subject to the provisions of Paragraph 4, no building shall be located nearer than five (5) feet to an interior side lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall be considered as a part of a building.

4. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site or portion of a lot to be used as a building site must have a frontage at the building set-back line of not less than the frontage of the narrowest lot in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supercede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Developer until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, than for purposes of voting for the Committee (as provided under Paragraph 2.b. above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

5. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of Developer, is prohibited.

6. No house trailer, camper trailer, camper vehicle, motor vehicle (or portion thereof), or any tent, shack or other structure of a temporary character shall be lived in on any lot. No house trailer, truck, camper vehicle, tent, boat, trailer or similar vehicle shall be parked or stored on any lot for more than twenty-four (24) hours without the express written consent of the Developer or the Committee, after its election, and then only at such locations, under such circumstances and with such cover as the Developer or the Committee shall specify.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs, cats or other common household pets shall be kept in Riverhill Estates only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes.

8. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than five (5) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Developer or the Architectural Control Committee, after its election, unduly interfere with the view from an adjoining lot.

No objects or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the

roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lots is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

10. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Garbage cans and receptacles shall be allowed to stand adjacent to or visible from any street area only on the days and during the hours of garbage pick-up as may be specified by the Developer or the Committee from time to time. All clothes lines, yard equipment or storage piles shall be kept screened by service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase

or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

11. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer, in which event, the party granted such permission shall, within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two feet by three feet (2' x 3') erected on a post in the ground, and applicable to such lot, may be erected or maintained on such lot.

The Developer until the Committee is selected, and thereafter, the Committee shall have the right to remove and dispose of any prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

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

13. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet, except with approval of the Developer or the Committee.

14. No lot or other portion of Riverhill Estates shall be used or permitted for hunting or for the discharge of

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any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

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

16. Walks from the street curb to the residence shall have a minimum width of four (4) feet and shall be constructed entirely of concrete (except however, that some other material may be used with the prior consent of the Developer).

17. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

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

19. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling,

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usage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision and one-half (1/2) of the royalty payable upon production so obtained shall be allotted and paid to the Maintenance Fund created in VI below.

V

SPECIAL RESTRICTIONS

1. In addition to the General Restrictions set forth in IV above, the following restrictions shall apply to Fairway Lots:

a. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the written consent of the Developer.

b. Any garage or other structure must be attached to the main residence and must not be nearer than twenty-five (25) feet to the common boundary separating such lot from the golf course without express written approval of the Developer.

2. Concerning all lots, no building shall be located on any lot nearer than twenty-five (25) feet to the front street line or twenty-five (25) feet to the side street line. All interior lot lines shall have at least a five (5) foot set back.

VI

MAINTENANCE FUND

1. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

2. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise

hereinafter provided) be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 1st of each year, beginning 1972.

3. The exact amount of each maintenance charge will be determined by the Developer during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

In addition to the maintenance charge herein referred to, each building site shall be subject to a monthly charge of \$.50 for street lighting services; such charge may be included in the monthly bill from Lower Colorado River Authority to such lot owner and shall be in addition to all other charges which such lot owner may incur for electric service.

4. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time,

and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; and Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Kerr County, Texas, declaring any such discontinuance or abandonment.

5. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation, providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions, Covenants, Conditions and Easements; reasonable compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in Riverhill Estates; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property or the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan association or other lender which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

7. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless

changed in the manner herein provided for effecting changes in the restrictive covenants hereinabove set forth.

8. The total charges to any lot owner for the Maintenance Fund shall not exceed \$100.00 for any one calendar year. For this purpose any person owning two adjoining lots which are used as a single building site shall be considered the owner of only one lot.

VII

TRANSFER OF FUNCTIONS OF THE DEVELOPER

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

VIII

STREET NAMES

Street names are as stated on the plat of the Subdivision.

IX

AMENDMENT TO RESTRICTIONS

The restrictions and covenants herein contained and adopted may be repealed or altered, and additional restrictions and covenants may be adopted at any time by the concurrence of Developer, its successors and assigns, and the owners (including Developer) of a majority of the lots in the Subdivision.

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but any such amendment shall not be operative unless and until
executed by said persons and recorded in the Plat Records of
Kerr County, Texas.

X

BINDING EFFECT

All of the provisions hereof shall be covenants running
with the land hereby affected. The provisions hereof
shall be binding upon and inure to the benefit of the
owners of the land affected and the Developer and their
respective heirs, executors, administrators, successors
and assigns.

WITNESS our hands at Kerrville, Texas, on this the 27th
day of May, 1975.

FILED FOR RECORD

at 2:00 o'clock P. M.

MAY 27 1975

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Bonnie Witt Deputy

RIVERHILL CLUB & ESTATES, LTD.

BY: Tierra Linda Ranch Corporation,
General Partner

By: Selser R. Pickett, III
President

STATE OF TEXAS S
COUNTY OF KERR S

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

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



[Signature]
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 31.2 acres of land being 13.4 acres out of Original Survey No. 147, Nathaniel Holt, Abstract No. 178, and 17.8 acres out of Original Survey No. 148, John A. Southmayd, Abstract No. 288, comprising that subdivision RIVERHILL ESTATES NO. THREE, plat of which is dated April 18, 1975, recorded in Volume 4 at Page 35 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at the North corner of subject tract, in the SE line of Riverhill Blvd., the SE line of Riverhill Estates No. One, Plat of which is dated January 28, 1975, recorded in Vol. -4 at Page 22 of the Plat Records of Kerr County, Texas, and said beginning corner is located approximately 2384 feet S.45°10'W. and 215 feet N.44°50'W. from the East or lower river corner of said Survey No. 147, Nathaniel Holt;

THENCE S.44°50'E. 508.72 feet to the East corner of subject tract in the SE fence line of Riverhill Club & Estates Ltd. property;

THENCE with the SE line of said Riverhill Club & Estates Ltd.. property, S.44°48'40"W. 2722.14 feet to the South corner of subject tract;

THENCE N.44°53'W. 449.99 feet to the West corner of subject tract;

THENCE N.44°52'02"E. 98.53 feet to the point of curvature of a circular curve to the left;

THENCE with the arc of said circular curve to the left, whose angle is 57°21'02", having a radius of 146.77 feet, for a distance of 146.91 feet to the end of curve;

THENCE with the SE line of Ridgewood Lane of said Riverhill Estates No. One, N.12°29'E. 160.63 feet to the point of curvature of a circular curve to the right;

THENCE with the arc of said circular curve to the right, whose angle is 75°04'03", having a radius of 61.62 feet, for a distance of 80.73 feet to the end of curve and point of curvature of a circular curve to the left;

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THENCE with the arc of said circular curve to the left the South to Southeasterly line of said Riverhill Blvd., whose angle is $44^{\circ}20'03''$, having a radius of 324.67 feet, for a distance of 251.22 feet to the end of curve;

THENCE continuing with the SE line of said Riverhill Blvd. $N.43^{\circ}13'E.$ 899.74 feet to the point of curvature of a circular curve to the right;

THENCE with arc of said circular curve to the right, whose angle is $6^{\circ}12'$, having a radius of 1846.45 feet, for a distance of 199.81 feet to the end of curve;

THENCE continuing with the SE line of said Riverhill Blvd. $N.49^{\circ}25'E.$ 169.84 feet to the point curvature of a circular curve to the left;

THENCE with the arc of said circular curve to the left, whose angle is $6^{\circ}57'$, having a radius of 1646.78 feet, for a distance of 199.76 feet to the end of curve;

THENCE continuing with the SE line of said Riverhill Blvd. $N. 42^{\circ}28'E.$ 581.04 feet to the place of beginning.

ASSIGNMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

RIVERHILL COUNTRY CLUB, INC.

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

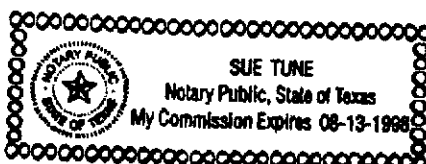
ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL

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

THE STATE OF TEXAS §

COUNTY OF KERR §

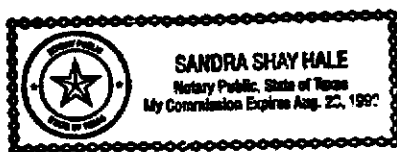
This instrument was acknowledged before me this 30th day of January, 1998, by William G. Kendrick, President of RIVERHILL COUNTRY CLUB, INC., a Texas nonprofit corporation, on behalf of said corporation.



THE STATE OF TEXAS §

COUNTY OF KERR §

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



Sandra Shay Hale
Notary Public, State of Texas

FILED
in the Office of the
Secretary of State of Texas

DEC 3 1997

ARTICLES OF INCORPORATION
OFASSOCIATION OF PROPERTY OWNERS OF RIVERHILL Corporations Section.

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

ARTICLE I.

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

ARTICLE II.

The Corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V.

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

ARTICLE VI.

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

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

elected and qualified are:

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

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

ARTICLE VII.

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

ARTICLE VIII.

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

ARTICLE IX.

The name and street address of each incorporator is:

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

RICHARD A. RAIDT


362 Englewood Drive
Kerrville, Texas 78028

OLLIE D. BROWN, JR.

510 Preston Trail Drive
Kerrville, Texas 78028EXECUTED this 1st day of December, 1997.

 W. TOM SPURLOCK


 RICHARD A. RAIDT


 OLLIE D. BROWN, JR.

61REVAR2

FILED FOR RECORD

at...12:11... o'clockP.....M

FEB 2 1998

BILLIE G. MEEKER

Clerk County Court, Kerr County, Texas

Mamie Ann Medema...Deputy

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

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

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

RECORD

VOL

RECORDING DATE

FEB 03 1998



 COUNTY CLERK, KERR COUNTY, TEXAS

FEB 03 1998



 COUNTY CLERK, KERR COUNTY, TEXAS

6

RECORDER'S NOTE

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