

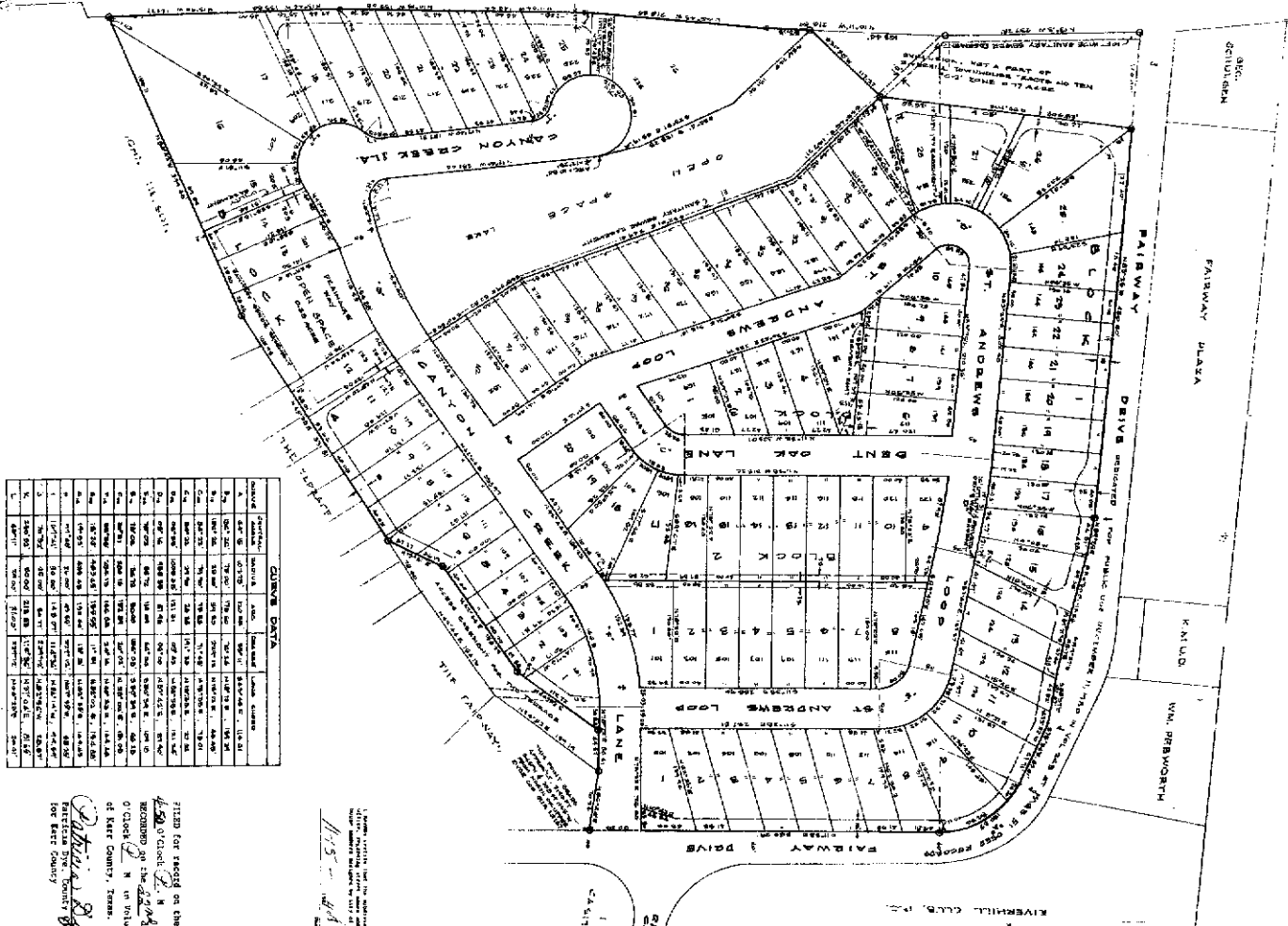
RIVERHILL TH TR 10 RESTRICTIONS

Volume 179, Page 806 and Volume 310, Page 52, Deed Records of Kerr County, Texas; Volume 668, Page 822, Volume 685, Page 640, Volume 700, Page 511 and Volume 933, Page 2, Real Property Records of Kerr County, Texas; Volume 5, Page 96, Plat Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- 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.
- Easements and Building Set Back Lines as per the Plat recorded in Volume 5, Page 96, Plat Records of Kerr County, Texas.
- Resident's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated January 22, 1985, recorded in Volume 310, Page 52, Deed Records of Kerr County, Texas; said rights of Dedicator having been assigned by Assignment recorded in Volume 685, Page 640, Real Property Records of Kerr County, Texas.
- Subject to townhouse, party wall provisions, covenants, conditions, restrictions, easements, charges and liens as set forth in that certain Declaration made on January 22, 1985, by Dedicator, recorded in Volume 310, Page 52, Deed Records of Kerr County, Texas; said rights of Dedicator having been assigned by Assignment recorded in Volume 685, Page 640, Real Property Records of Kerr County, Texas.
- Building Set Back Lines and Easements as per the Restrictions recorded in Volume 310, Page 52, Deed Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated January 22, 1995, recorded in Volume 310, Page 52, Deed Records of Kerr County, Texas; said instrument being supplemented by Supplemental Declaration recorded in Volume 668, Page 822, Real Property Records of Kerr County, Texas; said instrument having been amended by Amendment recorded in Volume 933, Page 2, Real Property Records of Kerr County, Texas.
- Right Of Way Dedication dated January 13, 1998, recorded in Volume 932, Page 785, Real Property Records of Kerr County, Texas.
- Association Of Property Owners Of Riverhill Bylaws dated October 12, 2011, recorded under Clerk's File No. 11-06277, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

40-00-56101



CURVE DATA			
Curve	Stationing	Radius	Length
1	4+00.00	100.00	31.42
2	4+31.42	100.00	31.42
3	4+62.84	100.00	31.42
4	4+94.26	100.00	31.42
5	5+25.68	100.00	31.42
6	5+57.10	100.00	31.42
7	5+88.52	100.00	31.42
8	6+19.94	100.00	31.42
9	6+51.36	100.00	31.42
10	6+82.78	100.00	31.42
11	7+14.20	100.00	31.42
12	7+45.62	100.00	31.42
13	7+77.04	100.00	31.42
14	8+08.46	100.00	31.42
15	8+39.88	100.00	31.42
16	8+71.30	100.00	31.42
17	9+02.72	100.00	31.42
18	9+34.14	100.00	31.42
19	9+65.56	100.00	31.42
20	9+96.98	100.00	31.42
21	10+28.40	100.00	31.42
22	10+59.82	100.00	31.42
23	10+91.24	100.00	31.42
24	11+22.66	100.00	31.42
25	11+54.08	100.00	31.42
26	11+85.50	100.00	31.42
27	12+16.92	100.00	31.42
28	12+48.34	100.00	31.42
29	12+79.76	100.00	31.42
30	13+11.18	100.00	31.42
31	13+42.60	100.00	31.42
32	13+74.02	100.00	31.42
33	14+05.44	100.00	31.42
34	14+36.86	100.00	31.42
35	14+68.28	100.00	31.42
36	14+99.70	100.00	31.42
37	15+31.12	100.00	31.42
38	15+62.54	100.00	31.42
39	15+93.96	100.00	31.42
40	16+25.38	100.00	31.42
41	16+56.80	100.00	31.42
42	16+88.22	100.00	31.42
43	17+19.64	100.00	31.42
44	17+51.06	100.00	31.42
45	17+82.48	100.00	31.42
46	18+13.90	100.00	31.42
47	18+45.32	100.00	31.42
48	18+76.74	100.00	31.42
49	19+08.16	100.00	31.42
50	19+39.58	100.00	31.42
51	19+71.00	100.00	31.42
52	20+02.42	100.00	31.42
53	20+33.84	100.00	31.42
54	20+65.26	100.00	31.42
55	20+96.68	100.00	31.42
56	21+28.10	100.00	31.42
57	21+59.52	100.00	31.42
58	21+90.94	100.00	31.42
59	22+22.36	100.00	31.42
60	22+53.78	100.00	31.42
61	22+85.20	100.00	31.42
62	23+16.62	100.00	31.42
63	23+48.04	100.00	31.42
64	23+79.46	100.00	31.42
65	24+10.88	100.00	31.42
66	24+42.30	100.00	31.42
67	24+73.72	100.00	31.42
68	25+05.14	100.00	31.42
69	25+36.56	100.00	31.42
70	25+67.98	100.00	31.42
71	25+99.40	100.00	31.42
72	26+30.82	100.00	31.42
73	26+62.24	100.00	31.42
74	26+93.66	100.00	31.42
75	27+25.08	100.00	31.42
76	27+56.50	100.00	31.42
77	27+87.92	100.00	31.42
78	28+19.34	100.00	31.42
79	28+50.76	100.00	31.42
80	28+82.18	100.00	31.42
81	29+13.60	100.00	31.42
82	29+45.02	100.00	31.42
83	29+76.44	100.00	31.42
84	30+07.86	100.00	31.42
85	30+39.28	100.00	31.42
86	30+70.70	100.00	31.42
87	31+02.12	100.00	31.42
88	31+33.54	100.00	31.42
89	31+64.96	100.00	31.42
90	31+96.38	100.00	31.42
91	32+27.80	100.00	31.42
92	32+59.22	100.00	31.42
93	32+90.64	100.00	31.42
94	33+22.06	100.00	31.42
95	33+53.48	100.00	31.42
96	33+84.90	100.00	31.42
97	34+16.32	100.00	31.42
98	34+47.74	100.00	31.42
99	34+79.16	100.00	31.42
100	35+10.58	100.00	31.42

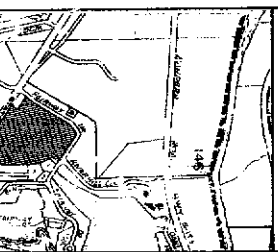
FILED FOR RECORD ON THE 28th day of January, 1986 at
4:50 O'CLOCK P. M. in the County of Spencer, 1986 at 4:51
O'CLOCK P. M. in Volume 5 of the Plat Book of the State of
Kerr County, Texas.
Patricia R. Bette
Kerr County Clerk

NOTED: THIS PLAT WAS FILED FOR RECORD ON THE 28th day of January, 1986 at 4:50 O'CLOCK P. M. in the County of Spencer, 1986 at 4:51 O'CLOCK P. M. in Volume 5 of the Plat Book of the State of Kerr County, Texas.
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Patricia R. Bette
Kerr County Clerk



RIVERHILL TOWNHOUSE TRACTS
NO. TEN
A SUBDIVISION COMPRISE 19.97 ACRES OF LAND
OUT OF W.C. FRANCES SURVEY, NO. 147, ASSESSMENT
NO. 151, IN KERR COUNTY, TEXAS
RIVERHILL CLUB, INC.
OWNER - DEVELOPER
KERRVILLE, TEXAS
VOUGLIEL
KERR COUNTY CLERK

NOTED: THIS PLAT WAS FILED FOR RECORD ON THE 28th day of January, 1986 at 4:50 O'CLOCK P. M. in the County of Spencer, 1986 at 4:51 O'CLOCK P. M. in Volume 5 of the Plat Book of the State of Kerr County, Texas.
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Patricia R. Bette
Kerr County Clerk

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
00742 FOR RIVERHILL TOWNHOUSE TRACTS NO. TEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 22nd day of January, 1985, by RIVERHILL CLUB, INC. ("Declarant");

W I T N E S S E T H:

A. Declarant is the owner of real property (the "Property") known as Riverhill Townhouse Tracts No. Ten, a subdivision of Kerr County, Texas, according to the plat thereof being recorded concurrently herewith in Volume 5, Page 96, et seq., Plat Records, Kerr County, Texas, reference being made thereon to this Declaration, and reference being hereby made to said plat.

Declarant desires to create on the Property a residential community with residential lots, open spaces, and other common facilities for the benefit of the community.

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

C. Declarant has deemed it desirable for the efficient preservation of the values and amenities in such community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and distributing the assessments and charges hereinafter created and provided for.

D. Declarant will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, THE OAKS HOMEOWNERS ASSOCIATION.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

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The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to THE OAKS HOMEOWNERS ASSOCIATION.

(b) "Property" shall mean and refer to the Property herein specified and described.

* (c) "Common Properties" shall mean and refer to those areas of land designated as streets, alleys, common areas or common properties by Declarant in a recorded Supplemental Declaration or in any plat of the Property covered hereby or subjected hereto, together with any and all improvements that are now or may hereafter be constructed thereon.

(d) "Lot" shall mean and refer to each of the lots within the Property, which shall be designated and described, from time to time, by the plat of such property, together with the home, residential unit and other improvements thereon.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.

(f) "Member" shall mean and refer to each Owner.

(g) "Declarant" shall mean and refer to RIVERHILL CLUB, INC., its successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights of Riverhill Club, Inc. hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the

acquisition of a fee or undivided fee interest in a Lot) shall, upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

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

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

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Quorum and Notice Requirements.

(a) Subject to the provisions of paragraph (c) of this Section, any action authorized by Sections 4 and 5 of Article IV shall require the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called,

subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in writing and signed by two-thirds (2/3) of the Members of each class.

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as same may be amended from time to time.

Section 4. Leases. Every Owner shall own a fee or undivided fee interest in a Lot, as herein provided, but an Owner may lease a Lot pursuant to a written lease agreement and may delegate to such tenant the right and easement of use and enjoyment in and to the Common Properties subject to, and as provided in, the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association; and any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association shall be and constitute a default under such lease.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

★ Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the

Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas, prior to the date of the conveyance of the first Lot to an Owner.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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

(b) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties and facilities, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the Owners hereunder;

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

(d) The right of the Association, as provided in its By-Laws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided, that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks.

(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Properties; and

(f) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or

utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

★ Section 4. Private Streets and Alleys. Each street, alley and thoroughfare within the Property shall be private (with security and access controlled by the Association) and built to the same specifications as a street or alley dedicated to the public use, in accordance with the requirements therefore of the City of Kerrville, but the ownership thereof shall be retained privately. Private streets and alleys must be constructed and maintained in perpetuity in accordance with the standards for public rights-of-way and must be approved by the director of public works for the City of Kerrville. Water and sanitary sewer mains must be installed in accordance with the applicable ordinances of the City of Kerrville. The Association shall be responsible for street lighting, street maintenance and cleaning, and the installation and maintenance of interior traffic control devices. All private streets and alleys shall contain, and there is hereby declared, private service easements including, but not limited to, the following easements: utilities, firelane, street lighting, government vehicle access, mail collection and delivery access, and utility meter reading access.

The City of Kerrville shall have no obligation to maintain any private street, thoroughfare or alley, but if a private street, thoroughfare or alley is not maintained in compliance with the requirements of the City of Kerrville, it shall have the right, but not the obligation, to take those actions necessary to put the private street, thoroughfare or alley in compliance. The Association shall pay the City for the work performed within a period of 180 days from the presentation of the bill, or the private street, thoroughfare or alley will become a public street of the City at the option of the City. Notwithstanding anything to the contrary herein set forth, all utility companies, public and quasi-public, and all governmental agencies, including without limitation the City of Kerrville, and each of their respective departments and employees (e.g., city, fire and police departments) shall have access to and the right to use all private streets, thoroughfares and alleys and may exercise such authority therein as is necessary to reasonably complete its duties and functions (e.g., reading meters, fire prevention, safety and police enforcement and mail deliveries).

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser

of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual and special capital assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due. The annual assessment shall be payable in monthly installments as provided in Section 7 of this Article IV.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Property, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions thereto; (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties, landscaping and security for the Property (e.g., security guards); (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article V hereafter (including but not limited to the payment by the Association of all assessments and charges payable in connection with the installation and maintenance of streets and street lighting for the Property); (iv) any utility costs for the Property; and (v) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvements and Maintenance of the Common Properties Prior to Conveyance to the Association. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions

thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments, both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association.

Section 4. Basis and Amount of Annual Assessments.

(a) The initial annual assessment for each Lot shall be set by Declarant.

(b) Although the Board of Directors shall not be required to fix assessments in each year, starting with calendar year 1986, or sooner if the Declarant so specifies in a Supplemental Declaration, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum, as specified in this Section 4.

(c) Commencing with the year beginning January 1, 1986, and each year thereafter, the amount of the maximum annual assessment for the following year for each Lot may not be increased more than an amount specified by Declarant in a Supplemental Declaration which shall be a percent of the assessments for the previous year (no matter the amount of the annual assessment actually fixed for the previous year), without a vote of the membership taken in accordance with the provisions of Section 3 of Article II.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Board of Directors may in its discretion levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of the Association's Members, as provided in Section 3 of Article II. The Board of Directors shall not be required to levy in any assessment year a special assessment.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots except as otherwise expressly provided in this Declaration.

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

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Properties and shall be payable in equal installments, in advance, on the first day of each month, quarter, or as otherwise specified in the specification of said assessment as herein provided; the first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in Section 4 hereof as the remaining number of months in that year bears to twelve. The first annual assessment shall be due and payable in as many equal installments as there are payment dates remaining the first year, said installments to be due and payable on said payment dates. The assessment period for the annual assessments after the first year shall be the calendar year.

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

Section 8. Duties with Respect to Assessments.

(a) If the Board of Directors decides to fix and set annual assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each Lot at least by November 1 in the year prior to each annual calendar assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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

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

A reasonable charge may be made by the Board for the issuance of such certificates.

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

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the nonpaying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

(c) No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association

setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any Covenants, Conditions and Restrictions or Rules and Regulations of the Association, and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance with subparagraph (c) of Section 8 of this Article IV. Any sale, transfer or conveyance by any Owner not in compliance with this subparagraph (c) of this Section 9, Article IV, shall be void and of no force and effect. Any transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements of this subparagraph (c) of Section 9, Article IV.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

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

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

(b) All Common Properties as defined in Article I hereof.

Section 12. Omission of Assessments. The omission of the Board of Directors, before the expiration of any year, to fix

the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

Section 13. Rights of First Mortgagees. The holders of the first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot ("First Mortgagee") shall, upon written request to the Association, be entitled to written notification of any default by the mortgagor of any Lot covered by a First Mortgagee's first lien deed of trust or mortgage in the performance of such mortgagor's obligations under the Declaration, the By-Laws of the Association, or the Articles of Incorporation of the Association, which is not cured within thirty (30) days. First Mortgagees shall, upon written request to the Association, have the right to (i) examine and inspect the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and designate a representative to attend all such meetings; (iv) receive timely written notice of any substantial damage to or destruction of any improvements on any portion of the Property, including any improvements on the Common Properties; and (v) receive timely written notice of any condemnation or eminent domain proceedings with respect to any portion of the Properties, including the Common Properties. First Mortgagees shall have the right, at their option, to jointly or singly, pay taxes or other charges which are in default or which may or have become a charge against any portion of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Properties, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. First Mortgagees shall, upon written request to the Association, be entitled to not less than thirty (30) days prior written notice of any meeting of the members of the Association called for the purpose of considering (i) abandonment or termination of the development created and established by the Declaration, and (ii) any material amendments to this Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. Unless all First Mortgagees shall have given their prior written approval, the Association shall not be entitled by act or omission:

(a) to abandon, alienate, release, hypothecate, partition, subdivide, encumber, sell or transfer the Common Properties, except the grant of easements for utilities and similar or related purposes;

(b) to change the method of determining the obligations, assessments, dues or other charges which may be levied against Owners and Lots;

(c) to change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of any residential dwelling on any Lots, exterior maintenance, maintenance of common fences and driveways, or the upkeep of lawns and plantings within the Property;

(d) to fail to maintain fire and extended coverage on insurable Common Properties on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost); and

(e) to use hazard insurance proceeds or condemnation proceeds for losses to any of the Common Properties by virtue of casualty damage or condemnation for other than the repair, replacement or reconstruction thereof.

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Section 1 of Article IV above, the following:

(a) Assessments and charges for installation and maintenance charges for streets and street lighting, if any, for the Property, and taxes, assessments and other charges which shall properly be assessed or charged against the Common Properties.

(b) Exterior maintenance on and for the Property and the Common Properties, which shall include and be limited to (i) maintenance (including painting) of the exterior walls, downspouts, gutters, fences and roof, (ii) maintenance of streets, driveways and sidewalks, and (iii) maintenance of exterior grounds, including care of trees, shrubs and grass and sprinkler system (if installed).

(c) Care and preservation of the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired personal property for use in the Common Properties.

(d) The services of a person or firm to manage the Association or any separate portion therewith to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; provided, however, that any management agreement will be terminable by the Association for cause upon thirty (30) days' written notice thereof, will have a term not to exceed one year and will be renewable by agreement of the parties for successive one-year periods.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty or other insurance insuring the interest of any Owner in his Lot.

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

(h) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.

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

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

(j) To execute all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all owners.

(k) Subject to the provisions of its Articles of Incorporation, to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

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

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

(n) To make Rules and Regulations for the operation of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Property, by the Members in the portions affected (without limiting the generality of the foregoing language, the Rules and Regulations may provide for limitations on use of the lake or other common recreational areas during certain periods by youthful persons, visitors or otherwise).

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

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

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

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair and shall be responsible for the repair of the portion of security fence(s) situated on each Lot. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

ARTICLE VI

USE OF LOTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

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

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and carports and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided in Section 15 of this Article.

Section 2. No Mobile Homes. There shall be no mobile homes, single or doublewide, placed on a lot regardless of whether said mobile home is intended for temporary or permanent use. The term "mobile home" (as used herein) shall include modular homes. The Architectural Control Committee as provided for herein shall have the exclusive right to determine if a structure is a mobile home.

Section 3. Minimum Square Feet. Not more than one single family residence shall be constructed on any lot and no single family residence shall be constructed which contains less than 1,700 square feet.

Section 4. Obstructions, Etc. There shall be no obstruction of the Common Properties, nor shall anything be kept or stored in the Common Properties, nor shall anything be altered, or constructed or planted in, or removed from the Common Properties, without the written consent of the Board.

Section 5. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 6. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Board, except signs temporarily used by Declarant in the development, sale or leasing of Lots, units and homes.

Section 7. Nuisances. Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 8. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any structure, unless such attachments shall have been first submitted to and approved by the Committee, as hereinafter defined.

Section 9. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Section 10. Rules of the Board. All Owners and occupants shall abide by any Rules and Regulations adopted by the Board. The Board shall have the power to enforce compliance with said Rules and Regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said Rules and Regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 11. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

Section 12. Outbuildings. Any and all permanent outbuildings or accessory buildings must be constructed of the same material as the principal residence and must be approved by the Committee. All garages, entrances and driveways for each Lot shall be on, and face toward the rear of, the Lot, and no garage, entrance or driveway shall be permitted on the front of any Lot nor be accessible across the front of any Lot, except those Lots on the lake within the Property which may have entrances from the front of the Lot and which Lots are Lots 29-42, Block 1; 18-20, Block 2; 1-4 and 10, Block 3; and 15-16, Block 4.

Section 13. Setbacks. The minimum depth of building setback lines from the roads fronting the lots in the subdivision shall be not less than 25 feet and not less than 5 feet from side lot lines; provided that as to any unit or structure which has a common wall with another structure or unit, as approved by the Committee, no side lot setback shall be required, and on any corner Lot a 15 foot side lot line shall be required as to the side lot line contiguous to the street.

Section 14. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers. No burning of trash or rubbish shall be allowed at any time.

Section 15. Boats/Campers. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle may be maintained, stored or kept on any parcel of the Property except in an enclosed garage thereon; provided, that the Board of Directors may, but shall not be required, to designate any area where such motorboats, etc. may be stored, parked or housed, for which storing, etc. the Board of Directors may, but still not be required, to prescribe fees.

Section 16. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each Owner shall not obstruct or in any way prevent other Owners from exercising their rights of ingress and egress over and upon his Lot for the maintenance and repair of such other Owner's Lot, as provided in Article IX, Section 5.

Section 17. Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub shall be placed or permitted to remain on any Lot, nor shall any screen or other planting or garden be permitted on any Lot without the prior approval of the Committee.

Section 18. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated buildings, mobile home, modular home, or existing residences or garages be moved onto any Lot.

Section 19. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason.

Section 20. Hunting. Hunting is prohibited on or within the Property.

Section 21. Temporary Structures. No temporary structure of any kind shall be erected or placed on any Lot, except porto-can or similar on-job toilet facilities during construction, which shall be required and shall be located away from any street, and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with the plans approved by the Committee. No trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 22. Repair. Each Member shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Member shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the improvements situated thereon; and each Member (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such

Member to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due. During construction all Lots shall be kept clean and neat, with periodic (at least weekly) trash removal, including without limitation removal of masonry and sheetrock debris.

Section 23. Oil and Gas. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 24. Construction of Buildings and Other Structures. All buildings and structures on each Lot shall be one or two story and of new construction and architecturally in harmony with the primary residential buildings. Not more than one residence shall be constructed on any one Lot and any structure on any Lot shall have not less than fifty percent (50%) masonry construction, of ledgelaidd stone or stucco (no brick and no facelaidd stone) or stained or painted wood (redwood or cedar only), unless otherwise approved by the Committee and subject to the approval of the Committee.

All roofs shall be metal, standing seam and all exterior colors shall be earth tones, grays and beiges, subject to the approval of, and as otherwise approved by, the Committee. All construction on Lots shall be completed by builders who are approved by the Committee and who are qualified to complete such construction in accordance with applicable rules, regulations, laws and ordinances.

Section 25. Re-Subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or any other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant.

Section 26. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

Section 27. Sidewalks and Encroachments. No tree, shrub or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant. Each Lot shall have and be improved with a sidewalk at the time of the construction of any unit as improvements thereon, which sidewalk shall be located within the front setback line of such Lot (the exact location thereof to connect with the sidewalks of adjoining Lots and as approved and designated by the Committee).

Section 28. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation heating, air conditioning or refrigeration equipment and clotheslines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval and authorization of the Declarant, and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets; and no such machinery, fixtures or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

Section 29. Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

Section 30. Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

Section 31. Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, pathways and streets, without the prior written approval and authorization of the Declarant.

Section 32. Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization and approval of the Declarant.

Section 33. Misuse and Mismaintenance. No Lot shall be maintained or utilized in such manner as in Declarant's judgment to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morals of, or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of,

other Owners or residents of the Property; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

Section 34. Violation of Statutes, Ordinances and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, the City of Kerrville, if applicable, or any other governmental agency or subdivision having jurisdiction in the premises.

Section 35. Violation of Covenants. No Lot shall be maintained or utilized in violation of the Covenants.

Section 36. Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

Section 37. Maintenance. No Lot or any improvement thereon shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

Section 38. Owner's Water and Sanitary Sewer Lines. All water and sanitary sewer lines from and for each unit to the common water and sanitary sewer lines (i.e., all water and sanitary sewer lines which carry water to or sewerage from such unit) shall be maintained by the Owner of the unit at his own costs.

Section 39. Exemption for Purpose of Construction, Development and Sale. The Declarant shall have the right during the period of construction, development and sale, to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

Section 40. Construction of Covenants. Nothing herein stated shall be construed as preventing an Owner from combining two or more adjacent and contiguous Lots and building thereon a unit.

ARTICLE VIIARCHITECTURAL CONTROL

Anything contained in the foregoing Article VI of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee consisting of at least six members (hereinafter called the "Committee") which shall be Declarant and its designated representative(s), (who may be appointed, removed and replaced as Declarant shall determine) until January 1, 1986, and thereafter until successors are appointed by the Board of Directors of the Association, and (2) the final plans, drawings and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee; provided, however, that the provision of this Article VII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans, drawings and specifications shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after the said plans, drawings and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The members of the Committee shall not be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. The Committee shall be designated by Declarant unless and until Declarant otherwise specifies in a supplement to this Declaration. Any two members of the Committee may approve or disapprove any matter before the Committee; provided that the Committee may for good cause shown approve variances as to any Covenant, Condition or Restriction but such variance shall require approval of a majority of the members of the Committee; and provided, further, that any person (including any Owner, Member, Declarant or member of the Committee) may request approval of any matter by the Committee, and a majority of the members of the Committee shall then be required.

ARTICLE VIIIEASEMENTS AND PARTY WALLS

Section 1. Utility Easement. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting and drainage facilities and floodway easements over, under and across the Property) are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Property. Full rights of ingress and egress shall be had by Declarant, and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Property, Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Property from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company may not have executed such instrument.

Section 2. Overhang and Encroachment Easements. Declarant hereby reserves for itself, the Association and each Owner, an easement and right of overhang and encroachment with respect to any dwelling originally constructed on any Lot, but not otherwise, for the overhang of the roof of any such originally constructed dwelling upon another adjoining Lot and/or the Common Properties, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

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

Section 4. Ingress and Egress by Owners. Each Owner shall have the right of ingress and egress at all times over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry by each such Owner upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

Section 5. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon the Common Properties, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Property and Lots and in order to service the Property and Lots.

Section 6. Surface Drainage Easements. Surface drainage easements as shown in the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or the proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

Section 7. Underground Distribution System. An underground distribution system has been installed to service the Lots. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and applicable codes) the underground service cable and appurtenances from the point of the metering on customer's structure to the point of attachment at installed transformers or energized secondary junction boxes. Each Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the company furnishing service) for the location and installation of the meter of such company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the services to each Lot therein shall be underground and uniform in character.

Section 8. Party Walls. Each wall which is built as a part of the original construction of a unit on a Lot may be placed on the dividing line between Lots and if so constructed shall constitute a party wall, and, to the extent not

inconsistent with this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. There shall be no impairment of the structural integrity of any party wall without the prior written consent of the Owners whose units are affected thereby. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 9. Fire Insurance. Each Owner shall purchase at his expense and maintain, fire and hazard insurance coverage with respect to the unit on his Lot. Any such insurance shall be for the highest insurable value of such unit and shall contain a replacement cost endorsement. Such insurance shall contain a loss payable endorsement in favor of the Trustee hereinafter described. Upon the request of Declarant, each Owner shall furnish to Declarant, immediately, evidence of such insurability.

Section 10. Trustee. All available insurance proceeds, payable under insurance policies described herein, and subject to the rights of the mortgagees hereunder, shall be paid to the Trustee, to be held and expended for the benefit of the Owners, mortgagees, and others as their respective interest shall appear. Said trustee shall be a commercial bank, savings and loan association, title company or other entity in Kerr County, Texas, designated by Declarant, which at the request of Declarant, has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Declarant shall have the duty to contract for such work as provided for herein.

Section 11. Mortgagee's Rights. With respect to insurance coverage under this Article, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage. For purposes hereof a "mortgagee" shall mean a person or entity to whom a mortgage is made or who is the beneficiary of a deed of trust. For purposes hereof, "available insurance proceeds" shall mean the net insurance proceeds to be paid to the Owner or the Trustee after the mortgagee has made his election hereunder.

Section 12. Owner's Additional Insurance. An Owner may carry such additional personal liability and property damage insurance respecting his individual unit as he may desire.

Section 13. Damage and Destruction; Reconstruction.

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

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

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

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

(2) Procedure. The Declarant shall obtain firm bids (including the right but not the obligation to obtain payment and performance bonds) from three (3) or more responsible

contractors to rebuild the damaged units in accordance with their original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners of such damaged units to consider such bids. Each such bid shall be itemized so that the total cost in rebuilding the damaged unit of each Owner will be set forth separately. At the meeting, the Owners shall accept the lowest bid as to rebuilding all of the damaged units unless by 100% vote, such Owners elect to accept a higher bid for such work. Upon acceptance of such bid, if the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the units so damaged and their units on a pro rata basis determined in accordance with the amount of damage done to each of the units (which determination shall be made by Declarant in its sole discretion.

If any Owner shall fail to pay any special assessment made pursuant hereto within thirty (30) days after the levy thereof, the Declarant may make up the deficiency by payment thereof, but said deficiency shall be replenished from the Owner of the damaged unit, whether the said improvement is or is not so reconstructed. Any such deficiency shall be deemed a Maintenance Cost with respect to the Lot involved, secured by the lien described herein. Upon payment by such Owners or by the Declarant for the benefit of such Owners (as provided herein), the Declarant shall let the contract to the successful bidder.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, subject to this Declaration and shall inure to the benefit of and be enforceable by the Association, the City of Kerrville and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such instrument

abolishing said Covenants, Conditions and Restrictions shall be effective unless made and recorded ninety (90) days in advance of the effective date of such abolition.

Section 2. Amendments. Except as provided in Section 1 or this Section 2 of Article IX, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Class A Members and a majority of the Class B Members, if abolished, amended and/or changed during the first twenty (20) year period of this Declaration, and thereafter only with the consent of seventy-five percent (75%) of the Members, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such members; provided, however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental or quasi-governmental authority or any financial institution involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provision of this Declaration or the By-Laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 8. Resubdivision. No Lot may be resubdivided or replatted without the prior written consent of Declarant; each Owner (as defined in the Declaration) hereby delegating to the Declarant the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same. Subject to the approval of any and all appropriate governmental agencies having jurisdiction thereof, Declarant hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any other Owner and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth, without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such Owner may have to notice of, consent to or approval of any such resubdivision or replat, under any applicable laws, ordinances, rules or regulations, including without limitation the provisions of Article 974a, Texas Revised Civil Statutes.

Section 9. Sales. Each Owner, by acceptance of the conveyance of a Lot and the unit or residence thereon (any reference herein including such unit or residence), grants to Helena Underwood-Riverhill Club Office and its successors and assigns, the exclusive right to sell each such Lot, and each Owner hereby employs said Broker as the sole and exclusive agent of such Owner with the exclusive and irrevocable privilege, right and authority to sell such Lot, for a period from the date of the purchase or acquisition of each Lot (subject to such Owner's election to sell such Lot) to the tenth anniversary of the date of such purchase or acquisition or the tenth anniversary date on which such Owner decides to sell such Lot, whichever last occurs. Such appointment shall be continuing and shall apply to each Owner and each Lot for the duration of these Covenants, Conditions and Restrictions. Said Broker is and shall be authorized to offer each such Lot at a price of not less than 104% of the acquisition price or consideration paid for such Lot, which price shall be payable in cash at the closing or on such other terms as Owner may approve in the exercise of reasonable and good faith judgment.

If a sale of such Lot is consummated through the efforts of said Broker, by such Owner or anyone else and/or said Lot is sold during the term herein specified or within six months thereafter, such Owner shall pay to said Broker in cash or by check at the closing of the transfer of said Lot a commission equal to six percent (6%) of the sales price for said Lot. Said Broker shall

also be entitled to a commission on the terms set forth herein upon the sale of said Lot, closed after the end of said term, to a buyer who has executed a purchase agreement for said Lot before such termination.

Each such Owner shall provide said Broker with such information with respect to said Lot as may reasonably be available in its files and records and be of assistance to said Broker in selling said Lot and shall otherwise take reasonable steps to cooperate with and assist said Broker in said Broker's efforts to sell said Lot. Such Owner agrees to furnish any buyer of said Lot with an Owner's Title Policy in the amount of the consideration to be paid by the buyer subject to the usual title exceptions, and to execute and deliver at closing a General Warranty Deed conveying good and merchantable title to said Lot to the buyer free and clear of all exceptions, liens or encumbrances except usual exceptions to title. Possession of said Lot shall be given to such buyer at the closing. Owner agrees and promises to cooperate fully with said Broker and with any person acting by, through or on behalf of said Broker hereunder. Said Broker shall have the right to enter upon said Lot and the interior thereof for the purpose of showing the same to prospective purchasers at any time or times, provided that said Broker shall notify said Owner or said Owner's agent orally each time said Lot is to be shown. Each such Owner will immediately refer any and all inquiries concerning the sale of said Lot to said Broker.

If within six months after the end of the term herein specified, said Lot is conveyed to any person to whom said Broker has shown said Lot during said term and if the name of such party is contained in a written list delivered by said Broker to said Owner within ten (10) days after the termination of said term, said Owner shall pay to said Broker the commission as specified herein.

Section 10. Power of Attorney. An irrevocable power of attorney coupled with an interest is granted by the Owners to the Board to the extent of the powers and rights given to the Board by the provision of this Declaration.

Section 11. Improper Maintenance by Owner. In the event any portion of a Lot or unit thereon is in Declarant's judgment so maintained by the Owner as to not comply with these Covenants or present a public or private nuisance or as to substantially detract from the appearance or quality of the neighboring Lots or units or other areas of the Property which are substantially affected thereby or related thereto, the Declarant may by resolution make a finding to this effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Declarant will cause such action to be taken at such

Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Declarant shall be authorized and empowered to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot and unit of the offending Owner and shall be secured by the maintenance or assessment lien herein provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 12. Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

Section 13. Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Section 14. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 15. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

IN WITNESS WHEREOF, RIVERHILL CLUB, INC., being the Declarant herein, has caused this instrument to be executed in its name and on its behalf and its corporate seal to be affixed hereunto by officers duly authorized thereunto this 22nd day of January, 1985.

DECLARANT:

RIVERHILL CLUB, INC.

BY:

Robert Carlton Bernhard
Vice-President

Robert Carlton Bernhard

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 22nd day of January, 1985, by Robert Carlton Bernhard of RIVERHILL CLUB, INC., a corporation, on behalf of said corporation.



Sharon Cartwright
Notary Public, State of Texas
My Commission Expires: 1/17/88
Sharon Cartwright
(Type or Print Name of Notary)

The Oaks Restrictions
RE12

00742 M

Proc. of Gov.
Commissions
and
Restrictions

Shelbie Sammons
Leata No. 200

To
The Public

FILED FOR RECORD

at 4:52 o'clock P.M.

JAN 22 1985

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Shelbie Sammons Deputy

Return to:
Wallace Jackson & Allee
829 Jefferson
Kerrville, Texas
78003

Filed for record January 22, 1985 at 4:52 o'clock P.M.
Recorded January 30, 1985
PATRICIA DYE, Clerk

By Mary C. Neece Deputy

RESERVATION OF ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

DATED this 27th day of MAY, 1975.

RIVERHILL CLUB & ESTATES, LTD.

Filed 27th Day of May A.D. 1975 at
EMMIE M. MUEKKE 2:00 P.M.
Clerk County Court, Kerr County, Texas
By Deanna L. Witt Deputy

By: Tierra Linda Ranch Corporation,
General Partner

By: Selser R. Pickett, III, President

STATE OF TEXAS §
COUNTY OF KERR §

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

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



Notary Public
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS

TRACT 1

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

BEGINNING at a fence corner post the South corner of that 28 acres which was conveyed from Wm. Bryant Saner to L. D. Brinkman by deed dated October 27, 1971, and recorded in Volume 152 at Page 431 of the Deed Records of Kerr County, Texas, and whose Texas Coordinates System South Central Zone are N Gr Y = 795,458.873, E or X = 1,955,859.093;

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

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

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

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

THENCE along the NW line of 17 Fairway, N.32°11'E. 514.4 feet, N.39°36'E. 212.5 feet, N.14°06'W. 201.3 feet, N.31°36'E. 56.8 feet, N.50°46'E. 118.7 feet and N.29°01'E. 55.2 feet to an iron stake a SW corner of Block One of Riverhill Townhouse Tracts No. One.

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

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

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

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

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

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

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

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

TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

THENCE with fence the West to SW line of said Texas Highway No. 173 N. 8°39'19" E. 462.55 feet, N. 5°30'E. 54.12 feet, N. 3°39'W. 91.86 feet, N. 11°06'W. 90.8 feet, N. 20°04' W. 97.3 feet, N. 28°51'W. 102.8 feet, N. 37°57' W. 107.4 feet, N. 41°32'W. 439.6 feet, and N. 45°12'W. 486.2 feet to a fence corner post, whose coordinates are N=795,962.325 feet and E = 1,959,266.895 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORDED'S MEMO: LEGALITY OF
METES, TERMS OR PLATING
UNSATISFACTORY
IN THIS RECORDING CASE NUMBER

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

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

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

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

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

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

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

BEGINNING at a fence corner post, the East corner of that tract called 28 acres which was conveyed from Wm. Bryant Saner Sr. to L. D. Brinkman by deed dated October-27, 1971, and recorded, in Volume 52, at Page 481, of the deed records of Kerr County, Texas, and whose Texas Coordinate System South Central Zone are N or y = 796,065.550 feet, and E or x = 1,956,465.201 feet;

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

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

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

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

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

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

THENCE S. 58°14'06" E. 165.87 feet to an iron stake North of No. 17 green; and whose Texas coordinates are N = 795,171.553 feet and E = 1,956,000.117 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEGINNING at an iron stake West of No. 2 tee, and whose Texas Coordinate System South Central Zone are N or y = -795,209.896 feet, and E or x = 1,958,351.542 feet;

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

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

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

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

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

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

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

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

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

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

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

THENCE around the West side of No. 3 Fairway, S. 28°01'E. 151.7 feet, S. 7°16'E. 93.1 feet, S. 35°25'E. 116.5, S. 32°48'E. 395.7 feet, S. 1°16'W. 305.0 feet, S. 4°01'W. 348.4 feet and S. 22°18' E. 97.0 feet to an iron stake West of No. 3 Green, whose coordinates are N = 793,540.035 feet and E = 1,959,493.862;

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

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

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

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

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

THENCE with the arc of said circular curve to the right, having a radius of 628.30 feet, where the chord bearing and distance is S. 29°12'E. 99.69 feet, for a distance of 99.79 feet to the end of curve;

THENCE continuing, with said street S. 24°19'E. 174.14 feet to an iron stake the beginning of a curve, and the South corner of this tract;

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

THENCE along the South bank of ponds of Riverhill Golf Course, N. 67°33'W. 101.9 feet, N. 78°25'W. 39.4 feet, S. 00°06'W. 40.4 feet, N. 63°14'W. 72.3 feet, N. 33°17'W. 66.0 feet and N. 55°40'W. 49.49 feet to an iron stake in concrete lined ditch;

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

THENCE with the East line of said Lot 14, S. 61°31'E. 429.15 feet, S. 18°49'E. 200.08 feet and S. 22°57'W. 84.70 feet to the place of beginning.

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

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

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

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

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

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

THENCE with arc of said circular curve to the right, having a radius of 1789.45 feet, whose long chord bearing and distance is S. 8°17'E. 149.07 feet for a distance of 149.01 feet to the end of said curve;

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

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

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

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

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

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

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

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

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

EXHIBIT A - PAGE 14

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

Recorded May 29, 1975

EMMIE M. MUENKER, Clerk

By Melinda Adams Deputy

ASSIGNMENT

This Assignment is entered into by RIVERHILL CLUB, INC., a Texas corporation ("RCI") to and for the benefit of KERRVILLE CUSTOM HOMES LIMITED PARTNERSHIP, a Texas limited partnership ("KCH");

W I T N E S S E T H:

A. RCI has heretofore entered into and recorded that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated January 22, 1985, and recorded in Volume 310, Page 52, Deed Records, Kerr County, Texas.

B. RCI is concurrently herewith conveying and transferring the property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property"), which Property is a portion of the property covered by and encumbered by the Declaration.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and benefits herein contained, the transfer and conveyance of the Property by RCI to KCH, together with Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, RCI does hereby assign, transfer and convey to KCH all of the rights, benefits, privileges and authorities of the Declarant under the Declaration; so that KCH shall be vested with all such rights, privileges, benefits and authorities, of the Declarant under the Declaration and shall be the successor to RCI as the Declarant under the Declaration for all purposes. This Assignment shall be in addition to, in furtherance of, and not in limitation of the conveyance of the Property concurrently herewith by RCI to KCH.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on this 5th day of April, 1993.

RIVERHILL CLUB, INC.

BY: George M. Underwood, Jr.
Name: George M. Underwood, Jr.
Title: President

After recording, return to:
Kerrville Custom Homes Limited Partnership
2431 East 61st Street
Suite 800
Tulsa, Oklahoma 74136

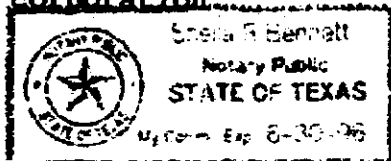
F. L. L. Y. A. S. S. I. G. N. M. E. N. T.

RECORDER'S NOTE
AT TIME OF RECORDATION THIS INSTRUMENT FOUND
TO BE IN VIOLATION OF THE PROVISIONS OF THE
REPRODUCTION ACT AND THE PROVISIONS OF
THE PROVISIONS OF THE PROVISIONS OF THE
PAPER, ILLICITLY, OR FROM A PHOTO COPY, ETC.

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 5th day of April, 1993 by George M. Underwood, Jr., President of RIVERHILL CLUB, INC., a Texas corporation, on behalf of said corporation.



Sheila R. Bennett
Notary Public, State of Texas

6\RH\AS1

Any provision herein which restricts the sale, rental or use of the described real property because of race or race to be void and unenforceable under Federal Law.

THE STATE OF TEXAS
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Supreme on F and at the time stamped herein by me and was duly RECORDED in the Clerk's Public records of said County of Kerr County, Texas on

APR 5 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 4:27 o'clock P.M.
APR 5, 1993

Carri Jones
County Clerk

RECORD Real Property
VOL 685 PG 640

RECORDING DATE

APR 5 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

I. PROPERTY:

VOL 685 PAGE 642

FIELD NOTES DESCRIPTION FOR 18.19 ACRES OF LAND OUT OF
WM. C. FRANCIS SURVEY NO. 146, ABSTRACT NO. 137,
IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land out of Wm. C. Francis Survey No. 146, Abstract No. 137, in the City of Kerrville, Kerr County, Texas; comprising all of the land platted as Riverhill Townhouse Tracts No. Ten, including all streets and open spaces, and all lots except the following:

Block 1: the north half of Lot No. 2, and all of Lots No. 3, No. 4, No. 9 and No. 10

Block 2: Lots No. 8, No. 9, No. 10 and No. 16

Block 3: Lots No. 1 and No. 2

Block 4: Lots No. 1, No. 2 and No. 3

the plat of said Riverhill Townhouse Tracts No. Ten is recorded in Volume 5 at Page 96 of the Plat Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing concrete monument for the southeast corner of the herein described tract at the intersection of the west right-of-way line of Fairway Drive, a forty (40) ft. wide public street, with the south right-of-way line of Canyon Creek Lane, a fifty (50) ft. wide private street, the northeast corner of Lot No. 1 of The Fairways, a subdivision of record in Volume 4 at Page 254 of the Plat Records of Kerr County, Texas; which point bears approximately 2196 ft. S.45°W. and 208 ft. N.45°W. from the east or lower river corner of said Survey No. 146;

THENCE, along the south right-of-way line of said Canyon Creek Lane, the north line of said Lot No. 1, S.86°44'W. 70.34 ft. to an existing concrete monument at the northwest corner of said Lot No. 1, in the southeast right-of-way line of a forty (40) ft. wide private access easement as shown on the plat of The Terrace, a subdivision of record in Volume 5 at Page 343 of the Plat Records of Kerr County, Texas;

THENCE, along the south right-of-way line of said Canyon Creek Lane, upon, over and across said private access easement, S.78°22'W. 49.57 ft. to an existing concrete monument in the northwest right-of-way line of said private access easement, the most easterly corner of Lot No. 1 in Block 4 of said Riverhill Townhouse Tracts No. Ten;

THENCE, along the southeast right-of-way line of said Canyon Creek Lane, the northwest line of said Block 4, the northwesterly line of Lots No. 1, No. 2, and No. 3, each point marked with an existing 4" iron stake: S.78°22'W. 30.84 ft. to the beginning of a 24°16' curve concave to the southeast having a radius of 236.13 ft.; 146.84 ft. along an arc of said 24°16' curve subtended by a central angle of 35°38' (long chord = S.60°33'W. 144.48 ft.) to its end; and S.42°44'W. 24.67 ft. to the northwesterly common corner of Lots No. 2 and No. 3;

THENCE, upon, over and across said Block 4 along the common line between said Lots No. 3 and No. 4, S.47°16'E. 100.00 ft. to an existing 4" iron stake at the southeasterly common corner of said Lots No. 3 and No. 4 in the common line between said Block 4 and said private access easement;

THENCE, along the common line between said Block 4 and said private access easement, along the southeast line of Lots No. 4 through No. 7: S.42°44'W. 88.41 ft. to a concrete monument; and S.13°31'W. 73.96 ft. to a concrete monument in the northwest line of Lot No. 2 in Block 1 of The Terrace (Volume 5 Page 343 Plat Records);

THENCE, along the common line between said Block 4 (along the southeast line of Lots No. 7 through No. 12 and an open space) and said Block 1 of The Terrace (along the northwest line of Lots No. 2 through No. 8), S.45°38'W. 291.78 ft. to a concrete monument at the most westerly corner of Lot No. 8 in Block 1 of The Terrace, the most northerly corner of The Terrace Section Two, a subdivision of record in Volume 6 at Page 22 of the Plat Records of Kerr County, Texas;

THENCE, along the common line between said Block 4 (along the southeast line of an open space and Lots No. 13 through No. 17) and said Section Two of The Terrace (along the northwest line of a public utility and drainage right-of-way, Lot No. 1, and Lots No. 5 through No. 12): S.45°38'W. 40.03 ft. to a concrete monument; and S.54°42'W. (N.54°42'W. - platted bearing) 399.48 ft. to a concrete monument for the southwest corner of the herein described tract and said Lot No. 17 and Block 4 in the east right-of-way line of State Highway No. 16;

THENCE, along the west line of Block 4 (the west line of Lots 17 through No. 26), the east right-of-way line of said State Highway No. 16: N.13°50'W. 142.77 ft. to an existing 4" iron stake; N.13°46'W. 133.86 ft. to an existing concrete right-of-way marker; N.10°15'W. 132.08 ft. to an existing 4" iron stake; N.11°04'W. 146.44 ft. to a concrete right-of-way marker; N.06°43'W. 218.65 ft. to a concrete right-of-way marker; and N.10°11'W. 53.15 ft. to a concrete monument at the northwest corner of Lot No. 26 and said Block 4, the most westerly corner of an open space, the southwest corner of Lot No. 1 in Block 1 of Riverhill Commercial Tract No. One, a subdivision of record in Volume 6 at Page 35 of the Plat Records of Kerr County, Texas;

THENCE, along the common line between said Lot No. 1 in Block 1 of said Riverhill Commercial Tract No. One and an open space and Lots No. 26 through No. 28 in Block 1 of Riverhill Townhouse Tracts No. Ten: N.31°38'E. 117.27 ft. to a concrete monument at the north corner of said open space, the southwest corner of said Lot No. 28; and N.04°46'W. 306.83 ft. to a concrete monument at the northeast corner of said Lot No. 1 in Block 1, the northwesterly common corner of Lots No. 25 and No. 26 in Block 1, in the south right-of-way line of said Fairway Drive;

THENCE, along the north line of Lots No. 11 through No. 25 in Block 1, the south right-of-way line of said Fairway Drive each point marked with an existing 4" iron stake unless stated otherwise: N.83°25'E. 480.60 ft. to an existing concrete monument; N.89°25'E. 44.31 ft.; S.86°50'E. 93.54 ft.; S.89°37'E. 58.76 ft.; N.85°57'E. 61.43 ft. (S.83°57'E. 61.47 ft. - platted call); and S.75°54'E. 32.10 ft. to the northeasterly common corner of Lots No. 10 and No. 11 in said Block 1;

THENCE, along the common line between said Lots No. 10 and No. 11, S.18°21'W. 131.87 ft. to an existing 4" iron stake at the southwesterly common corner of said Lots No. 10 and No. 11 in the northeast right-of-way line of St. Andrews Loop, a fifty (50) ft. wide private street, in a 66°04' curve concave to the southwest having a radius of 86.72 ft.;

THENCE, along the southwest line of Lots No. 9 and No. 10, the northeast right-of-way line of said St. Andrews Loop, 62.44 ft. along an arc of said 66°04' curve subtended by a central angle of 41°15' (long chord - S.53°37'E. 61.10 ft.) to an existing 4" iron stake at the southwesterly common corner of Lots No. 8 and No. 9 in said Block 1;

THENCE, along the common line between said Lots No. 8 and No. 9, N.57°01'E. 140.08 ft. (N.61°03'E. 137.19 ft. - platted call) to an existing 4" iron stake at the northeasterly common corner of said Lots No. 8 and No. 9 in the west right-of-way line of said Fairway Drive, in a 53°11' curve concave to the southwest having a radius of 107.75 ft.;

THENCE, along the east line of Lots No. 5 through No. 8 in said Block 1, the west right-of-way line of said Fairway Drive: 10.11 ft. along an arc of said 53°11' curve subtended by a central angle of 05°23' (long chord - S.14°19'E. 10.11 ft.) to an existing concrete monument at its end; and S.11°38'E. 167.55 ft. to an existing 4" iron stake at the northeasterly common corner of Lots No. 4 and No. 5 in said Block 1;

THENCE, along the common line between said Lots No. 4 and No. 5, S.62°30'W. 129.94 ft. to an existing 4" iron stake at the southwesterly common corner of said Lots No. 4 and No. 5 in the east right-of-way line of said St. Andrews Loop;

THENCE, along the west line of Lots No. 3 and No. 4, the east right-of-way line of said St. Andrews Loop, S.11°38'E. 83.16 ft. to an existing 4" iron stake at the southwesterly common corner of Lots No. 2 and No. 3 in said Block 1, the northwest corner of the north 1/4 of Lot No. 2 conveyed to Fred A. Leisering, et ux, from Riverhill Club, Inc. by a Warranty Deed executed the 7th day of January, 1988 and recorded in Volume 456 at Page 837 of the Real Property Records of Kerr County, Texas;

THENCE, along the west line of said Lot No. 2, the east right-of-way line of said St. Andrews Loop, S.11°38'E. 20.79 ft. to the southwest corner of the north 1/4 of said Lot No. 2;

THENCE, upon, over and across said Lot No. 2 along the south line of the north 1/4 of said Lot No. 2, N.62°30'E. 129.94 ft. to the southeast corner of the north 1/4 of said Lot 2 in the west right-of-way line of said Fairway Drive;

THENCE, along the west right-of-way line of said Fairway Drive: along the east line of said Lots No. 1 and No. 2 in said Block 1, S.11°38'E. 88.79 ft. to an existing 4" iron stake at the southeast corner of said Lot No. 1 and said Block 1, in the north right-of-way line of said Canyon Creek Lane; and along the east end of said Canyon Creek Lane, S.11°38'E. 60.24 ft. to the PLACE OF BEGINNING containing 19.00 acres of land, more or

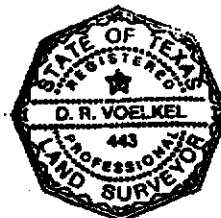
less, within these metes and bounds; LESS however, all of Lots No. 8, No. 9, No. 10, and No. 18 in Block 2, and Lots No. 1 and No. 2 in Block 3 comprising a total of 0.81 acre, leaving a net total of 18.19 acres herein described.

I hereby certify that these field notes and accompanying plat are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated. This land was originally surveyed in January of 1985 and a visual inspection was made of the property on this date and it was found to be essentially the same as when originally surveyed. No new survey was done.

Dated this 22nd day of March, 1993

D. R. Voelkel

D. R. Voelkel
Registered Professional Engineer No. 8889
Registered Professional Land Surveyor No. 443



II. EXCEPTIONS:

1. Taxes for the year 1993 and subsequent years.
2. Restrictions, easements, covenants, conditions, charges and liens set forth in Declaration of record in Volume 179, Page 806; Volume 310, Page 52, Deed Records of Kerr County, Texas, and in and on Plat of record in Volume 5, Page 96, Plat Records of Kerr County, Texas.
3. Undivided one-half (1/2) nonparticipating royalty interest 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.

6\RH\EX10

**SUPPLEMENTAL DECLARATION FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

THE OAKS

THIS SUPPLEMENTAL DECLARATION is executed and delivered pursuant to and in supplementation of that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), made and entered into on January 22, 1985, by Riverhill Club, Inc. (the "Declarant"), which is recorded in Volume 310, Page 52, Real Property Records, Kerr County, Texas; so that under and pursuant to the terms and provisions of the Declaration, the Declarant hereby supplements the Declaration as follows:

1. Pursuant to Section 4 of Article IV of the Declaration the initial annual assessment for each Lot shall be \$25.00 per year and shall be payable annually on January 1 of each year commencing January 1, 1993.

2. Under and pursuant to subparagraph c of Section 4 of Article IV the maximum annual assessment for any year after 1993, the year of the initial annual assessment for each Lot may not be increased more than ten percent (10%) of the assessments for the previous year (no matter the amount of the annual assessments actually fixed for the previous year) without a vote of the membership taken in accordance with the provisions of Section 3 of Article II of the Declaration.

3. Pursuant to Section 7 of Article IV of the Declaration the annual assessments provided for herein shall commence as to all Lots on January 1, 1993 based upon the conveyance of the Common Properties, as defined in the Declaration, prior to January 1, 1993 and shall be payable, in advance, on the first day of January of each year commencing with January 1, 1993.

This Supplemental Declaration is executed on this 3rd day of November, 1992.

DECLARANT:

RIVERHILL CLUB, INC.

BY:

Name: George M. Underwood, Jr.
Title: Pres.

FILED FOR RECORD

4:00 o'clock P.M.

DEC 14 1992

PATRICIA DYE

Texas County Court, Kerr County, Texas

Patricia Dye

3rd + 5th

THE STATE OF TEXAS \$

DALLAS
COUNTY OF KERR \$

This instrument was acknowledged before me this 3^d day of NOVEMBER, 1992, by GEORGE M. UNDERWOOD, JR., PRESIDENT of RIVERHILL CLUB, INC., a Texas corporation, on behalf of said corporation.

Laird J. Doad
Notary Public, State of Texas

6\RH\SD1

*This by & return to
Laird J. Doad
684 Main St. Suite 100
Kerrville, Texas 78028*

RECORDED IN Real Property
 FILE DATE: Dec 14 1992
 FILE TIME: 4:00 O'CLOCK P M
 VOL 668 PAGE 822
 RECORDING DATE

DEC 14 1992



PATRICIA DYE
 COUNTY CLERK, KERR COUNTY

BY Patricia Dye
 Deputy

any provisions herein which restricts the sale, rental or use of the described real property because of color or race is hereby and unconditionally under Federal Law (THE STATE OF TEXAS) null and void.

I hereby certify that this instrument was FILED in File Number 888888 on the 14 day of December 1992 at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

DEC 14 1992



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") dated as of the 24 day of July, 1993, is made by KERRVILLE CUSTOM HOMES LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant"), successor in interest to Riverhill Club, Inc. ("Former Declarant").

RECITALS:

A. Pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions for Riverhill Townhouse Tracts No. Ten dated January 22, 1985 (the "Declaration"), Former Declarant placed certain covenants, conditions and restrictions on that certain real property (the "Property") known as Riverhill Townhouse Tracts No. Ten, a subdivision of Kerr County, Texas, according to the plat thereof recorded in Volume 3, Page 96, et seq., of the Plat Records of Kerr County, Texas. Since the filing of the Declaration, several of the lots forming a part of the Property have been sold by Former Declarant.

B. Declarant has purchased all of Former Declarant's remaining interest in the Property, and in connection with such purchase, has succeeded to all of Former Declarant's right, title and interest as the "Declarant" under the Declaration.

C. Declarant desires to amend certain provisions of the Declaration by executing and recording this Amendment, and has previously obtained the written consent to the same from a majority of the Class A Members (as that term is defined in the Declaration).

NOW, THEREFORE, Declarant hereby modifies and amends the Declaration as follows:

1. The definition of "Lot" appearing in subparagraph (d) of Article I of the Declaration is hereby amended in its entirety to read as follows:

(d) "Lot" shall mean and refer to each of the lots within the Property, which shall be designated and described, from time to time, by either the plat of such Property or any further subdivision by Declarant of the lots within the Property, together with the home, residential unit and other improvements thereon; provided, however, in the event an Owner owns a Lot and only a portion (less than the whole) of another Lot, such Lot and additional portion shall only be regarded as one Lot. For example, if an Owner owns Lots 12 and 13, and 1/2 of Lot 14, for purposes of this Declaration such Owner shall be regarded as owning only 2 Lots.

2. Section 3 of Article VI of the Declaration is hereby amended in its entirety to read as follows:

Section 3. Minimum Square Feet. Not more than one single family residence shall be constructed on any Lot and no single family residence shall be constructed which contains less than 2,000 square feet.

3.
as follows:

Section 24 of Article VI of the Declaration is hereby amended in its entirety to read

Section 24. Construction of Buildings and Other Structures. All buildings and structures on each Lot shall be one or two story and of new construction and architecturally in harmony with the primary residential buildings. Not more than one residence shall be constructed on any one Lot and any structure on any Lot shall have not less than seventy-five percent (75%) masonry construction. Masonry shall consist of stone, stucco or brick, with no full walls of face-laid only. All wood or siding must be approved by the Committee.

All roofs shall be metal, standing seam, clay tiles, cement tiles, slate, or composition of three hundred (300) pound with weathered wood color. A sample of the roof materials to be used shall be furnished to the Committee for approval as to conformity, color and texture. All construction on Lots shall be completed by builders who are approved by the Committee and who are qualified to complete such construction in accordance with applicable rules, regulations, laws and ordinances.

4. Article VII of the Declaration is hereby amended in its entirety to read as follows:

Anything contained in the foregoing Article VI of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee consisting of at least three members (hereinafter called the "Committee") which shall be Declarant and its designated representatives (who may be appointed, removed and replaced as Declarant shall determine, and who need not be Owners) and (2) the final plans, drawings and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee; provided, however, that the provisions of this Article VII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans, drawings and specifications shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days

after the said plans, drawings and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The members of the Committee shall not be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. The Committee shall be designated by Declarant unless and until Declarant otherwise specifies in a supplement to this Declaration or until the Class B membership shall cease to exist, whichever is earlier. Thereafter, the Committee shall be appointed, removed and replaced by the Board of Directors. Any two members of the Committee may approve or disapprove any matter before the Committee; provided that the Committee may for good cause shown approve variances as to any Covenant, Condition or Restriction but such variance shall require approval of a majority of the members of the Committee; and provided, further, that any person (including any Owner, Member, Declarant or member of the Committee) may request approval of any matter by the Committee, and a majority of the members of the Committee shall then be required.

5. Section 9 of Article IX is hereby deleted in its entirety.

6. Except as amended hereby, the terms of the Declaration shall remain unchanged and shall be deemed to be in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the date first written above.

KERRVILLE CUSTOM HOMES LIMITED
PARTNERSHIP, a Texas limited partnership

By: Property Company of America Homes, Inc.,
its general partner

By: 
Grant G. Hinch, President

FILED FOR RECORD

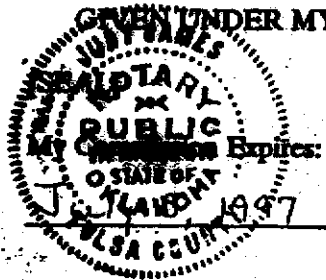
JUL 8 1993

PATRICIA DYE

\$5300
500

THE STATE OF OklahomaCOUNTY OF Tulsa§
§
§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Grant G. Hinch, President of Property Company of America Homes, Inc., general partner of Kerrville Custom Homes Limited Partnership, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 1993.Judy James
Notary Public, State of OklahomaJudy James
Print name of Notary Public

11224/KLE/OWB

RETURN TO:
Kerrville Title Company
1456 Sidney Baker
Kerrville, Texas 78028

Filed By
Kerrville Title Company

**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, being the owner of Lot 10, Block 1 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date. This approval is subject, however, to the waiver dated June 8, 1993, a copy of which is attached.

Executed this 15 day of JUNE, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Thomas R. Smith (signature)
Print name: THOMAS R. SMITH

If a corporation or partnership:

STATE OF Texas §COUNTY OF Lynn §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Shamek Smith, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

1993.

[SEAL]



DONNA GILLIAM
Notary Public, State of Texas
My Comm. Exp. 8-3-94

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of JuneNotary Public, State of Texas

My Commission Expires:

8-3-94

Donna Gilliam
Print Name of Notary Public

If an individual:

STATE OF _____ §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 19____.

[SEAL]

My Commission Expires:

Notary Public, State of _____

Print name of Notary Public

**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, being the owner of Lot 18, Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 29 day of JUNE, 1993.

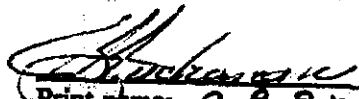
If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

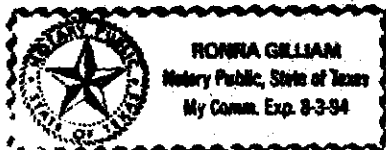

Print name: C. B. BUCHANAN (Signature)

~~INDIVIDUAL~~
~~Notary Public, State of Texas~~STATE OF Texas §COUNTY OF Kerr §

Cb Buchanan BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Buchanan, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 29th day of June, 1993.

[SEAL]



My Commission Expires:

8-3-94

Ronna Gilliam
Notary Public, State of Texas

Ronna Gilliam
Print Name of Notary Public

STATE OF _____ §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 19____.

[SEAL]

My Commission Expires:

Notary Public, State of _____

Print name of Notary Public

**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, being the owner of Lot 9, Block 1 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 24 day of MAY, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Earl E. Cordes

Print name: EARL E. CORDES

If a corporation or partnership:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public _____

If an individual:

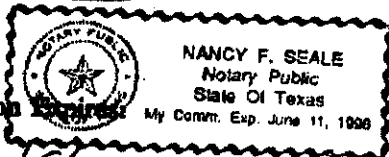
STATE OF Texas §
COUNTY OF Kerr §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of May, 19 93

[SEAL]

My Commission Expires



Nancy F. Seale
Notary Public, State of Texas

Nancy F. Seale
Print name of Notary Public

**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, being the owner of Lot 1-62, Block 3 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 14 day of May, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Grover C. Crocker

Print name: GROVER C. CROCKER

Martha J. Crocker (signature)

Print name: MARTHA J. CROCKER

If a corporation or partnership:

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public

If an individual:

STATE OF TEXAS §COUNTY OF DALLAS §

BEFORE me, the undersigned authority, on this day personally appeared Grover C. & Martha J. Crook known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of May, 1993.

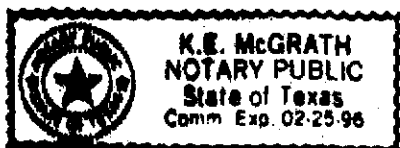
[SEAL]

Notary Public, State of Texas

My Commission Expires: 2-25-96

Print name of Notary Public

172146GWS



**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, who has contracted to purchase Lot 19+20, Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership (the "Declarant") intends to execute and record at a later date. The undersigned acknowledges that the execution of this consent is being done simultaneously with, and is a material inducement for, Declarant contracting to convey the above-referenced property to the undersigned, and if not for the undersigned's execution of this consent, Declarant would not have done so.

Executed this 3rd day of June, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual

Thomas W. Womack (signature)
Print name: The Thomas W. Womack Family
Living Trust
Thomas W. Womack, Trustee

If a corporation or partnership:

STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public

If an individual:

STATE OF TEXAS §
 COUNTY OF KEEL §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1993.

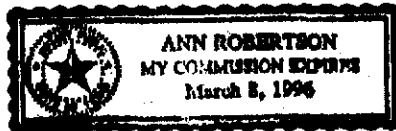
[SEAL]

Ann Robertson
 Notary Public, State of _____

My Commission Expires:

Print name of Notary Public

15217:QWB



CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN

The undersigned, being the owner of Lot 3, Block 1 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit A, which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 4 day of JUNE, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Mary B. Lister

Print name: _____

MARY B LISTER

If a corporation or partnership:

STATE OF _____

COUNTY OF _____

§
§
§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

(SEAL)

Notary Public, State of _____

My Commission Expires: _____

Print Name of Notary Public _____

My Commission Expires:

STATE OF TEXAS§
§
§COUNTY OF KERR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of June, 1993.

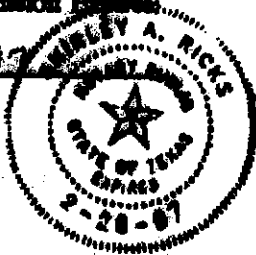
(SEAL)

My Commission Expires: _____

Shirley A. Ricks
Notary Public, State of Texas

SHIRLEY A. RICKS
Print name of Notary Public

REPRODUCED



CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN

The undersigned, who has contracted to purchase Lot 1 ^{and part of Lot 2} Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership (the "Declarant") intends to execute and record at a later date. The undersigned acknowledges that the execution of this consent is being done simultaneously with, and is a material inducement for, Declarant contracting to convey the above-referenced property to the undersigned, and if not for the undersigned's execution of this consent, Declarant would not have done so.

Executed this 14 day of June, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

James H. P. Sherritt

Print name: James H. P. Sherritt

If a corporation or partnership:

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public~~Notary Seal~~STATE OF Texas §COUNTY OF Dallas §

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

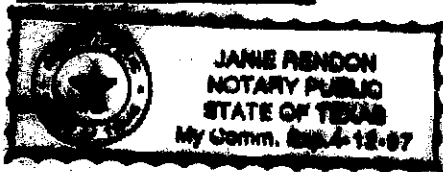
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of June, 1993.

[SEAL]

Janie Rendon
Notary Public, State of Texas

My Commission Expires:

Janie Rendon
Print name of Notary Public



**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

Lot 14 and Part Lot 15

The undersigned, being the owner of Lot _____, Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit 'A', which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 17th day of June, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Ronald D. Crain

Print name: Ronald D. Crain

Meridith A. Crain

Meridith A. Crain

If a corporation or partnership:

STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Ronald D. Crain, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 18th day of June, 1993.

[SEAL]

My Commission Expires:



DOLORES A. YOAKUM
Notary Public, State of Texas
My Commission Expires
MAY 27, 1995

Notary Public, State of Texas_____
of Notary Public

If an individual:

STATE OF Texas §
COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of June, 1993.

[SEAL]

My Commission Expires:



DOLORES A. YOAKUM
Notary Public, State of Texas
My Commission Expires
MAY 27, 1995

Notary Public, State of Texas_____
of Notary Public

CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN

11 + 11. 1/2
The undersigned, who has contracted to purchase Lot 1412 Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", which amendment Kerrville Custom Homes Limited Partnership (the "Declarant") intends to execute and record at a later date. The undersigned acknowledges that the execution of this consent is being done simultaneously with, and is a material inducement for, Declarant contracting to convey the above-referenced property to the undersigned, and if not for the undersigned's execution of this consent, Declarant would not have done so.

Executed this 2 day of June, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Deborah B. Coulter

Print name: Deborah B. Coulter

If a corporation or partnership:

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public

By _____

STATE OF Texas §COUNTY OF Kerr §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of June, 19 93.

[SEAL]

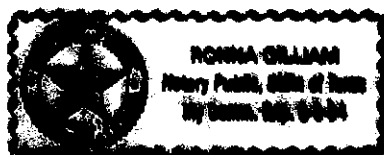
Ronna Gilliam
Notary Public, State of Texas

My Commission Expires:

8-3-94

Ronna Gilliam
Print name of Notary Public

NOTARY



**CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN**

The undersigned, being the owner of Lot 8, Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the Plat Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit A, which amendment Kerrville Custom Homes Limited Partnership intends to execute and record at a later date.

Executed this 26th day of May, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

William H. Kallgren

William H. Kallgren
Print Name: William H. Kallgren

WILLIAM H. KALLGREN

If a corporation or partnership:

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 _____ day of _____, 1993.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public

Notary Public:

STATE OF TEXASCOUNTY OF KERR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of May, 1993.

[SEAL]

Joyce Riddle
Notary Public, State of TEXAS

My Commission Expires:

3-12-97

JOYCE RIDDLE
Print Name of Notary Public

1204070



CONSENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN

The undersigned, who has contracted to purchase Lot 7, Block 2 of the Riverhill Townhouse Tract No. Ten Addition, and addition created by that certain plat recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas, hereby irrevocably consents to the terms of the First Amendment to Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit 'A', which amendment Kerrville Custom Homes Limited Partnership (the "Declarant") intends to execute and record at a later date. The undersigned acknowledges that the execution of this consent is being done simultaneously with, and is a material inducement for, Declarant contracting to convey the above-referenced property to the undersigned, and if not for the undersigned's execution of this consent, Declarant would not have done so.

Executed this 15 day of June, 1993.

If a corporation or partnership:

By: _____

Name (print): _____

Title: _____

If an individual:

Melvin J. Kutner
Print name: Melvin J. Kutner

Letha P. Kutner
Letha R. Kutner

JUL 8 1993

Patricia Rye
COUNTY CLERK, KERR COUNTY, TEXAS

Real Property
700 511

RECORDED DATE

JUL 8 1993

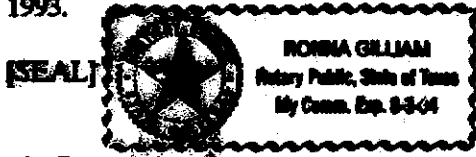
Patricia Rye
COUNTY CLERK, KERR COUNTY

If a corporation or partnership:

STATE OF Texas §
COUNTY OF Kerr §

Malcolm J. Futner, known to me to be the person and officer/partner whose name is subscribed to the foregoing instrument and acknowledged to me that he or she 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 25th day of June, 1993.



My Commission Expires: 8-3-94

Ronna Gilliam
Notary Public, State of Texas

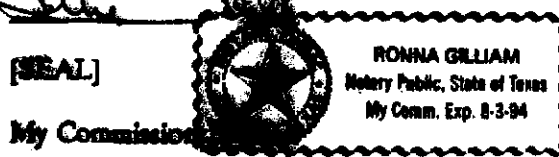
Ronna Gilliam
Print Name of Notary Public

State of Texas:

STATE OF Texas §
COUNTY OF Kerr §

Malcolm J. Futner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of June, 1993.



My Commission Expires: 8-3-94

Ronna Gilliam
Notary Public, State of Texas

Ronna Gilliam
Print name of Notary Public

102917-07W1

RETURN TO:
Hartville Title Company
1400 Marney Drive
Hartville, Texas 78003

Filed By
Hartville Title Company

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERHILL TOWNHOUSE TRACTS NO. TEN

0274

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), is made as of January 13, 1998, by the undersigned.

R E C I T A L S:

A. Pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions for Riverhill Townhouse Tracts No. Ten dated January 22, 1985 and recorded in Vol. 310, Pg. 52, Real Property Records, Kerr Col, TX (the "Declaration"), certain covenants and restrictions were created against that certain property (the "Property") known as Riverhill Townhouse Tracts No. Ten, a subdivision of Kerr County, Texas, according to the plat thereof recorded in Volume 5, Page 96, et seq., of the Plat Records of Kerr County, Texas.

B. The undersigned desire to amend certain provisions of the Declaration by executing and recording this Amendment, which has previously been approved by the written consent to the same from the percentage of Members, (as that term is defined in the Declaration) required by the Declaration as evidenced in the attached Ballots. See Exhibits "A", "B", and "C", attached hereto and made a part hereof for all purposes.

NOW, THEREFORE, the Declaration is amended as provided in the attached Ballots which are made a part hereof by this reference for all purposes.

Except as amended hereby and by prior amendments, the terms of the Declaration shall remain unchanged and shall be deemed to be in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the date first written above.

Riverhill Oaks Homeowners
Association

By: Gail H. Steward

Missing Pages Are Signature Pages.

Gail W. Steward, President

THE STATE OF TEXAS

§
§
§

COUNTY OF KERR

This instrument was acknowledged before me on the 14th day
of January, 1997, by Gail W. Steward.Alta Edwards

Notary Public, State of Texas



Filed by & Return to:
Wallace, Jackson et al
ATTY AT LAW
820 MAIN St. Ste: 100
Kerrville, TX 78028

Filed 15 Day of Jan A.D. 1998 TIME 4:15 pm
BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
By [Signature] Deputy
\$245

EXHIBIT "A"

B A L L O T

RIVERHILL OAKS HOMEOWNERS ASSOCIATION

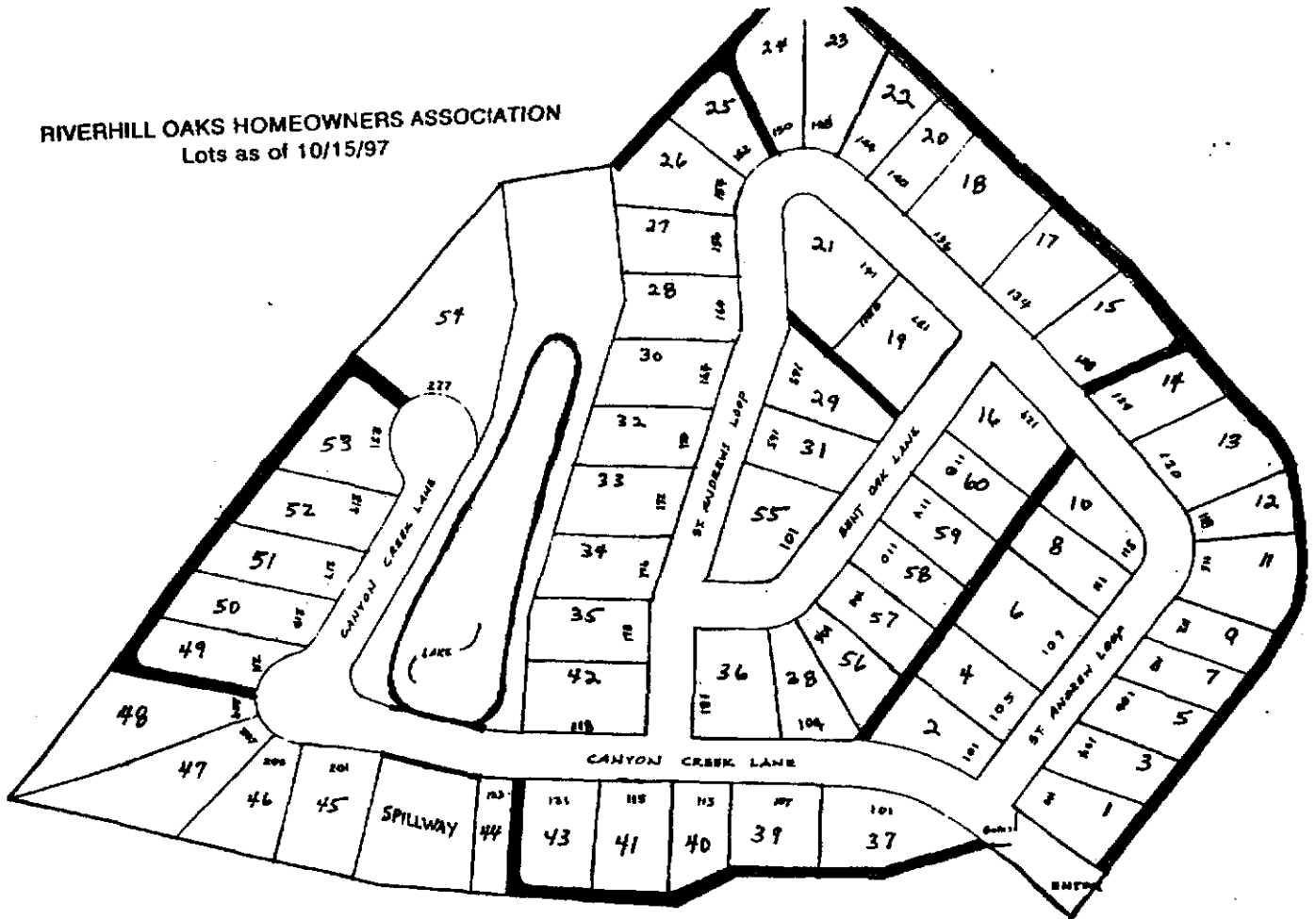
The definition of "Lot" in Recitals C.1. (d) of the First Amendment, dated July 6, 1993, to the Declaration of Covenants, Conditions and Restrictions for Riverhill Townhouse Tracts No. Ten, dated January 22, 1985, presently reads as follows:

"Lots" shall mean and refer to each of the lots within the Property, which shall be designated and described, from time to time, by either the plat of such Property or any further subdivision by Declarant of the lots within the Property, together with the home, residential unit and other improvements thereon; provided, however, in the event an Owner owns a Lot and only a portion (less than the whole) of another Lot, such Lot and additional portion shall only be regarded as one Lot. For example, if an Owner owns Lots 12 and 13, and 1/2 of Lot 14, for purposes of this Declaration such Owner shall be regarded as owning only 2 Lots.

It is proposed the above definition of "Lots" be changed to read as follows:

"Lots" shall mean and refer to each of the lots within the Property, which are designated and described as Lots on the attached Association map of the Property, which attached map is a reconfiguration of the lots according to the plat recorded in Vol. 5, Pg. 96, Plat Records, Kerr Co., Tx.; provided, however, that an Owner of an unimproved Lot may specify a different Lot designation (more or less) with the concurrence of the Architectural Control Committee provided that such specification will not materially and adversely affect the feasibility of construction on each such lot of a residential structure, and provided that such specification shall be evidenced by recordation of such specification executed by such Owner and the Architectural Control Committee.

RIVERHILL OAKS HOMEOWNERS ASSOCIATION
Lots as of 10/15/97



Schedule

VOL 0933 PAGE 007

Lot per
association map

Street Address

Lot per Plat recorded
in Vol. 5, Pg. 96

1	100 St. Andrews Loop		1
2	101 St. Andrews Loop	Blk 2	1 and pt. 2
3	104 St. Andrews Loop		3
4	105 St. Andrews Loop		3, pt. 2 & 4
5	106 St. Andrews Loop		4, pt. of 5
6	107 St. Andrews Loop		6
7	110 St. Andrews Loop		7
8	111 St. Andrews Loop		7 pt. 6
9	112 St. Andrews Loop		8
10	115 St. Andrews Loop	Blk 2	8
11	116 St. Andrews Loop		8 & 9
12	118 St. Andrews Loop		10.
13	120 St. Andrews Loop		11 & 12
14	124 St. Andrews Loop		13 & 14
15	128 St. Andrews Loop		15, pt. 16 & 17
16	129 St. Andrews Loop		9 & 10
17	134 St. Andrews Loop		18, pt. 16 & 17
18	136 St. Andrews Loop		21, pt. 20 & 22
19	137 St. Andrews Loop	Blk 3	6 & 7 pt 8
20	140 St. Andrews Loop		23, pt. 22
21	141 St. Andrews Loop	Blk 3	9, pt. 8 & 10
22	144 St. Andrews Loop		24 pt. 23 & 25
23	148 St. Andrews Loop		25
24	150 St. Andrews Loop		26
25	152 St. Andrews Loop		27
26	154 St. Andrews Loop		28
27	156 St. Andrews Loop		29
28	160 St. Andrews Loop		31
29	163 St. Andrews Loop	Blk 3	5
30	164 St. Andrews Loop		33, pt. 32 & 34
31	165 St. Andrews Loop	Blk 3	3 & 4
32	170 St. Andrews Loop		35, pt. 34
33	172 St. Andrews Loop		36, pt. 37
34	176 St. Andrews Loop		38, pt. 37 & 39
35	178 St. Andrews Loop		40, pt. 39 & 41
36	181 St. Andrews Loop	Blk 2	19 & 20
37	101 Canyon Creek Lane	Blk 4	1, 2 & 3
38	104 Canyon Creek Lane	Blk 2	18
39	107 Canyon Creek Lane	Blk 4	4 & 5
40	113 Canyon Creek Lane	Blk 4	7, pt. 6 & 8
41	115 Canyon Creek Lane	Blk 4	9, pt. 8 & 10
42	118 Canyon Creek Lane		42, pt. 41
43	121 Canyon Creek Lane	Blk 4	10 & 11
44	123 Canyon Creek Lane	Blk 4	12
45	201 Canyon Creek Lane	Blk 4	13 & 14
46	205 Canyon Creek Lane	Blk 4	15
47	207 Canyon Creek Lane	Blk 4	pt. 16
48	209 Canyon Creek Lane	Blk 4	17, pt. 16
49	211 Canyon Creek Lane	Blk 4	18
50	215 Canyon Creek Lane	Blk 4	pt. 19 & 20
51	217 Canyon Creek Lane	Blk 4	21, pt. 20 & 22
52	219 Canyon Creek Lane	Blk 4	pt. 22 & 23
53	221 Canyon Creek Lane	Blk 4	24, pt. 23 & 25
54	227 Canyon Creek Lane	Blk 4	26
55	101 Bent Oak Lane	Blk 3	1 & 2
56	106 Bent Oak Lane	Blk 2	17, pt. 16

57
58
59
60

108 Bent Oak Lane
110 Bent Oak Lane
114 Bent Oak Lane
118 Bent Oak Lane

Blk 2

16, pt. 15
14, pt. 15
13, pt. 12
11, pt. 12

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EXHIBIT "B"

B A L L O T

RIVERHILL OAKS HOMEOWNERS ASSOCIATION

Article I, Definition (c) presently reads:

"Common Properties" shall mean and refer to those areas of land designated as streets, alleys, common areas or common properties by Declarant in a recorded Supplement Declaration or in any Plat of the Property covered hereby or subjected hereto, together with any and all improvements that are now or may hereafter be constructed thereon.

Article I, Definition (c) shall be changed to read:

"Common Properties" shall mean and refer to those areas of land designated as streets (unless dedicated to the city), alleys, common areas or common properties in any Plat of the Property covered hereby or subjected hereto and any and all improvements that are now or may hereafter be constructed thereon and the security fencing located on the perimeter of the Property.

Article V, Sec. 1. (b) presently reads:

Exterior maintenance of and for the Property and the Common Properties, which shall include and be limited to (i) maintenance (including painting) of the exterior walls, downspouts, gutters, fences and roof, (ii) maintenance of streets, driveways and sidewalks, and (iii) maintenance of exterior grounds, including care of trees, shrubs and grass and sprinkler system (if installed).

Article V, Sec. 1. (b) shall be changed to read:

Exterior maintenance of and for the Property and the Common Properties, which shall include and be limited to (i) maintenance (including painting, repair and replacement) of the security fencing located on the perimeter of the Property, (ii) maintenance of streets and light posts, (unless dedicated to the city) alleys, lake dam, Common

Properties, together with any and all improvements that are now or may hereafter be constructed thereon, and (iii) maintenance of exterior grounds and care of trees, shrubs, flower beds, grass, lighting and sprinkler systems on Common Properties.

Article V, Sec. 3. presently reads:

Owner's Obligation to Repair. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair, and shall be responsible for the repair of the portion of the security fence (s) situated on each Lot. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Article V, Sec. 3 shall be changed to read:

Owners' Obligation to Repair. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost

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EXHIBIT "C"

BALLOT

VOL 0933 PAGE 088

RIVERHILL OAKS HOMEOWNERS ASSOCIATION

Pursuant to Section 7, (a) of Article IV of the Declaration of Covenants, Conditions and Restrictions for Riverhill Townhouse Tracts No. Ten and notwithstanding any provision of this Declaration to the contrary:

- (a) A \$75.00 Annual Assessment per Lot is hereby levied for the balance of 1997, i.e., the period October 9, 1997 through December 31, 1997. Payment is due December 31, 1997.
- (b) An Annual Assessment per Lot is hereby levied for the calendar year 1998, payable in equal quarterly installments, in advance, on the first day of each quarter as follows:

January 1, 1998	-	\$90.00
April 1, 1998	-	\$90.00
July 1, 1998	-	\$90.00
October 1, 1998	-	\$90.00

- (c) It is expressly agreed that the Declarant is exempt from payment of the assessment set forth in (a) above but shall pay such assessments set forth in (b) above.

For ✓ Against

Vicki Robinson
Signature

12-15-97
Date

THE STATE OF TEXAS *

 *
COUNTY OF KERR *

This instrument was acknowledged before me on the 15 day of December, 1997, by Vicki Robinson.



Merrily O. White
Notary Public, State of Texas