

**RESTATED and FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (CCRS)
Of RIVERHILL OAKS HOMEOWNERS ASSOCIATION
A Texas nonprofit Property Owners Association for
RIVERHILL TOWNHOUSE TRACTS No. TEN,
A Subdivision in Kerr County, KERRVILLE, TEXAS**

(Superseding and replacing all Prior Covenants, Conditions and Restrictions)

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERHILL OAKS is made on the date hereinafter set forth with the approval of the Owners evidenced by the execution of this Declaration by the Riverhill Oaks Homeowners Association, a Texas non-profit corporation and encumbers all the area of the Riverhill Oaks property shown and described on the plat of Riverhill Townhouse Tracts No. Ten, Kerrville, Kerr County, Texas said plat recorded in Volume 5, Page 95, Plat Records, Kerr County, Texas, hereafter referred to as "Subdivision".

WHEREAS, THE Riverhills Oaks Homeowners Association desires to ensure the preservation of the Subdivision and to maintain the single family residential community with residential lots, open spaces, Common Areas and facilities, and desires to subject the Subdivision to the Covenants, Conditions and Restrictions herein set forth for the benefit of the Subdivision and the Owners thereof, and:

WHEREAS, the parties hereto, representing Owners of not less than two-thirds (2/3) of Lot Owners have approved this document by written Ballot on January 21, 2024 and:

WHEREAS, in accordance with the original Declaration, this subdivision has been incorporated under the laws of the State of Texas as a nonprofit corporation known as RIVERHILL OAKS HOMEOWNERS ASSOCIATION, the 'ASSOCIATION'.

NOW THEREFORE, the ASSOCIATION and the Owners DECLARE that each and every Lot and Common Areas located in the Subdivision which is and shall be held, transferred, sold, conveyed, occupied, and enjoyed from the date of execution of this Document shall be subject to the Covenants, Conditions and Restrictions herein set forth and shall supersede and replace any other Covenants, Conditions and Restrictions, and shall be conveyed with the transfer of Ownership of any Lot in the Subdivision.

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DEFINITIONS

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

- (a) "ARA" shall mean Architectural Review Authority
- (b) "Association" shall mean and refer to RIVERHILL OAKS HOMEOWNERS ASSOCIATION.
- (c) "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, Dam, Lake and Trail, Front Entry, 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.
- (d) "Declaration" means this Restated and Amended Declaration of Covenants, Conditions and Restrictions for Riverhill Oaks Homeowners Association and any amendment and/or supplement hereto made in accordance with the requirements hereof.
- (e) "Dedictory Instrument" means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association, to properly adopted rules and regulations of the property owners' association, and to all lawful amendments to the covenants, bylaws, rules, or regulations.
- (f) "Living Unit" means a single family residence and its private garage situated on a lot and is synonymous with a residential dwelling.
- (g) "Lots shall mean and refer to each of the lots within the Property, which are designated and described as Lots on the reconfiguration of the lots according to the current plat recorded in the Plat Records, Kerr County, Texas, provided, however that a property may have been modified by recorded deed which shall prevail.
- (h) "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 a record owner, and as further prescribed herein. The foregoing is not

intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Every Owner is a Member of the Association.

(i) "Member" shall mean and refer to each Record Owner of a Lot within this subdivision and as herein prescribed.

(j) "Property" and/or "Subdivision" shall mean and refer to the Property within the area comprising Riverhill Tracts No. Ten Kerr County, Kerrville, Texas and as additionally herein specified and described.

(j) Prior Covenants shall refer to the previous Amendments approved to this Declaration and listed in chronological table at the end of this Document.

ARTICLE I PURPOSE

All properties within the subdivision are encumbered by this Restated First Amended Declaration of Covenants, Conditions and Restrictions (CCRs) for the following reasons: to ensure the most advantageous and desirable use of the Properties; to protect Lot Owners against improper use surrounding Lots; to preserve, insofar as feasible, the natural beauty of the Subdivision; to guard against the erection of unusual, odd or poorly designed or proportioned structures or unsuitable materials; to encourage the erection of attractive improvements on each Lot in appropriate locations; to maintain proper setbacks from the street and adjoining properties; to maintain adequate free space, to provide for maintenance of good quality, and, in general, to maintain the ongoing upkeep of the Subdivision which provides the highest quality to enhance the value of the Subdivision.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Upon the purchase of a Lot in the property, such purchaser shall become and remain a Member of the Association until such time as the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from ownership in any Lot.

Section 2. Registration with the Association

Each Owner, in order to adequately acquaint all Members with the Governing Documents and every day matters of the Association, shall be required to provide information listed herein to the Association within 45 days of purchase of a lot in the subdivision, and within 15 days of a material change to the information:

(a). Name, residence address and mailing address if different, telephone number, email address and emergency contact information;

(b). Such other information as may be reasonably requested from time to time. In the event a Member does not furnish such information or does not update such information in the event of a change to the information, the Member shall bear full responsibility to repay the Association to use reasonable and appropriate methods to obtain such information.

Section 3. Meetings and Voting

The manner of meeting and voting by the ROHA, except as specifically set forth herein, and the notice, voting and quorum requirements of 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. Eligibility to Vote, Election

Owners are entitled to one vote per owned Lot and cast as the Owner determines, but only one vote per Lot shall be cast. Fractional votes are not allowed. Each member of the Association is eligible to vote in all matters requiring a vote of the membership of the Association. Every member of the Association is eligible to serve as a representative, director or officer, except as provided otherwise by the Texas Property Code 209.

ARTICLE III

PROPERTY RIGHTS OF THE COMMON PROPERTIES

Section 1.

Members' Easements of Enjoyment.

Subject to the provisions of Section 2 of this Article, every Member who resides on a Lot, and each individual who resides with them or who is a guest of them, respectively, on each 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, additional or improvement to the Common Properties.

Section 2. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights of the Association to prescribe rules and regulations (“Rules and Regulations”) governing the use, operation and maintenance of the Common Properties.
- (b) The right of the Association, in accordance with its Articles of Incorporation, to call for a Membership vote in a General meeting to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties and facilities
- (c) The right of the Association to take such steps as reasonably necessary to protect the Common Properties against foreclosure;
- (d) The right of the Association, as provided in this Declaration and in accordance with Texas Residential Property Code Sec. 209.0059, to suspend membership rights of an Owner when an assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations, however, the Association shall not deny such Owner the right to vote in board member elections and on any matter concerning the rights and responsibilities of such Owner or the use of Common Properties necessary for access to each Lot, and;
- (e) Subject to the votes of members qualified and in accordance with the Bylaws, the right of the Association to dedicate or transfer all of 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 3. Private Alleys.

Each alley within the Property shall be private (with security and access controlled by the Association) and built to the same specifications as an alley dedicated to the public use, in accordance with the requirements of the City of Kerrville, and shall be maintained in perpetuity in accordance with the standards for public rights-of-way, but the ownership thereof shall be retained privately. All private alleys shall retain service easements including, but not limited to the following; utilities, fire lane, street lighting, government vehicle access and common use of the Owners.

The HOA shall maintain existing alleys in the subdivision in compliance with the requirements of the City of Kerrville. All repairs made to an alley shall match existing materials, thickness and finish of the alley. The Association will be responsible to determine cause and responsibility of any damage to an alley and if found to be an Owner responsibility, will so notify affected Owner for repair. If Owner does not repair

the damage, the HOA shall repair the damage and obtain reimbursement from the Owner in accordance with debt repayment prescribed in these Declarations and the Bylaws. The City of Kerrville shall have no obligation to maintain any private alley, however, 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 authority therein as is necessary to reasonably complete its duties and functions (e.g., reading meters, fire prevention, safety and police enforcement and main deliveries).

Section 4. Private Lake

The Lake behind the dam and the Lake trail within the Property shall be for membership use and shall be private with and access controlled by the Association. It is a common area maintained by the RHOA, however, the private lots bordering the lake shall be maintained by the individual property Owners in a manner consistent with the parklike setting of the Lake.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be 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 assessment or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein.

These regular annual assessments 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 charged to, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereof as hereinafter provided, shall be the responsibility of the Owner of such property at the time when the assessment became due. The annual assessment shall be payable as provided in Section 6 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 Owners of the Properties, and in particular, for the improvement and maintenance of private walkways (i.e. lake

pathway), and other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties situated upon the Property; (ii) including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties; (iii) paying the cost of labor, equipment (including leasing any equipment) and materials required for the repair, replacement and additions, landscaping, management and supervision and security of the Common Property (e.g., security guards); (iv) 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 any utility costs for the Common Property; and (v) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Amount of General Annual Assessments

- (a) The general annual assessment for each Lot shall be set by the Board no later than November 1 of each year.
- (b) The General Assessment may be changed by the Association from time to time as deemed necessary by projections of anticipated costs in meeting and fulfilling the requirements of this Section, however, the Association shall not be entitled to any handling or service charges or other charges except those authorized by the Board, including cost and/or compensation paid for services of contractors and employees as authorized by the Board.
- (c) In fixing the amount of the General Assessment, the Board may consider the reasonably anticipated depreciation, improvements, necessary replacement and repair of capital assets. The Board may establish one or more accounts to accumulate funds deemed necessary for the above actions, provided that any increase in the General Assessment shall not exceed an increase in this Assessment of more than ten percent (10%) per calendar year, the specific amount to be set by the Board. When a larger assessment is required, a vote of the membership shall be taken in accordance with the provisions of the Bylaws.

Section 4. Special Assessments for Capital Improvements.

In addition to the authorized general annual assessments, 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 Members of the Association as provided in the Bylaws.

The Board of Directors shall not be required to levy a special assessment in any assessment year.

Section 5. Uniform Rate of Assessments.

Both annual and special assessments shall be applied equally to all Lots.

Section 6. Date of Commencement of Assessments: Due Dates.

(a) The annual assessments provided for herein shall commence for all Lots on the January first of each year and shall be payable in lump sum each year no later than the third day of the year or in equal installments on the first day of each month, quarter, or as otherwise specified in the specification of said assessment as herein provided.

(b) The due date or dates, if it is to be paid in installments, of any special assessment under Section 4 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 7. Duties with Respect to Assessments.

(a) The Board of Directors of the Association shall mail notice of Assessment to every Owner and shall be available to any Owner upon request.

(b) 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 and which shall be evidence of the amount of payment toward an assessment therein stated. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the 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 6 of this Article), the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, becomes 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, successor 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 in 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.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of each assessment shall bear interest from the

date of delinquency at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate allowed by law, 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 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) In the event of a delinquent Assessment, Dues or Other Owed accounts, the Association will provide notices as required by Texas Property Code, Section 209, or other applicable Law(s), and will apply all payments received to the Owner's debt in accordance with Texas Property Code – 209.0062, Alternative Payment Schedule for Certain Assessments, current version, as follows

- (1) An Owner may apply to the Board for an extension of time to repay a delinquent account as follows:
 - a. Ninety (90) day extension to pay in full without a monetary penalty excluding any interest charged or fees incurred to administer the extension;
 - b. Or, an extension for a twelve (12) month period with equal payments made the first of each month without a monetary penalty until fully paid excluding interest or fees incurred to administer the extension.
 - c. A delinquent Owner shall have forty-five (45) days to "cure" the delinquency either by payment in full or by applying for an extension in accordance with the above before any further action for collection will be initiated or interest on delinquent account commence.

(d) 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 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 no 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. Any sale, transfer or conveyance by any Owner not in compliance with this 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 of a Lot are expressly excluded from the provisions and requirements of this subparagraph (d) of Section 8, Article IV.

(e) Each Owner, by acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against a delinquent Owner personally for the collection of the Charge as a debt and enforcement of a lien by all means available for the enforcement of liens, including judicial foreclosure, all in compliance with the statutes of Section 209 of the Texas Property Code. The lien thus provided for shall be in favor of the Association for the benefit of all Owners. No Owner may waive or otherwise escape liability for such charges due to claiming nonuse of the Common Area(s) or abandonment of their deeded Lot. (i)

Notice of a lien may be given, but is not required, by recordation in the Real Property Records of Kerr County, Kerrville, Texas an affidavit of delinquent payment and notice of assessment of lien, duly executed by an agent, attorney or officer of the Association, setting forth the amount delinquent, the name of the Lot Owner(s) of record, and the legal description of said Lot.

(ii) At any foreclosure, the Association is entitled to bid up the sum amount secured by its lien including costs and attorney's fees and to apply as a credit against its bid, all sums due to the Association covered by the lien foreclosed.

Section 9.

Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the mortgage or mortgages now or hereinafter placed upon the Lot subject to the charges, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt.

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 10.

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 this Document.

Section 11.

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 past year, shall not be deemed a waiver or modification in any respect to 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 this assessment fixed for the preceding year shall continue until a new assessment is filed.

Section 12.

Rights of First Mortgages.

(a) 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 obligation under the Declaration, the By-Laws of the Association, or the Articles of Incorporation of the Association, which is noted 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 therefore from the Association.

(b) 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 or the Association called for the purpose of considering abandonment or termination of the development created and established by the Declaration, and any amendments to

this Declaration, the Bylaws 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 to act or omission:

(i) 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.

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 out of the maintenance fund provided for in Section 1 of Article IV, the following:

(a) Assessments and charges for taxes and other charges which shall be properly assessed or charged against the Common Properties.

(b) Perpetual 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 of the Common Properties, to include;

(i) maintenance (including painting, repair and replacement) of the security fencing located on the perimeter of the Property,

(ii) maintenance of the Lake, Lake Trail, lake dam, Front Entry and Sign, Common Properties, together with any and all improvements that are now or may hereafter be constructed thereon,

(iii) maintenance of the alleys in accordance with Article III Section 3,

(iv) maintenance and care of trees, shrubs, flower beds, grass, lighting and sprinkler systems in Common Properties.

(c) The services of a person or firm to manage the Association of 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.

(d) Legal and accounting services.

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes of assessments (including taxes or assessments assessed against the 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.

(f) Property and Public Liability Insurance for Common Areas, Errors and Omissions and Indemnification. The Board of Directors shall obtain and continue in effect the listed Insurance policies to insure the buildings and structures in the Common Area including perimeter fence in such limits deemed desirable and naming the Association as beneficiary with an endorsement to the mortgagee, if any and where appropriate, as follows:

- i. Fire and hazard under standard fire and extended coverage
- ii. Vandalism
- iii. Comprehensive public liability covering the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Area.
- iv. Indemnification insurance for the Association, its Directors, Officers and also certain Committees as authorized by the Board.
- v. Umbrella Policy for additional liability coverage for the Association supplementing the above.
- vi. Refer to the Bylaws for additional requirements.

(g) The Board of Directors may also obtain insurance for error omissions of directors, officers, managers employees and representatives of the Association, and may obtain Fidelity Bonds for Directors and employees involved with the receipt or handling of funds. All premiums for insurance will be paid from the annual general assessment. None of the above shall prevent the Board of Directors from obtaining other insurance as may be required by law (e.g. workers compensation) or as otherwise becomes necessary to protect the Association, related personnel and/or Common Property.

Section 2. Additional Powers

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

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

(b) 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, as the Board determines.

(c) 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.

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

(e) 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).

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

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

(h) To enforce the provisions of this Declaration, any Rules and Regulations made hereunder and other Governing Documents and to enjoin and seek damages and fines from any Owner for violation of such provisions or Rules and Regulations.

Section 3. 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 to exclusive right and obligation to perform the functions of the Board.

Section 4. Obligation to Repair Property.

Except as otherwise herein provided, each Owner shall, maintain and repair their Lot, Residence and other improvements including the Alley 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, or related damage to the Common Properties, 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 of 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.

Section 5. 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 considerations as the Board may deem proper, advisable and to the best interest of the Association, providing however that all services or materials requiring a payment or fee obligation shall be awarded on the basis of seeking a minimum of three Bids and selecting the best Bid.

ARTICLE VI

USE OF LOTS AND COMMON PROPERTIES – PROTECTIVE COVENANTS

The Property (and each Lot situated herein) and the Common Properties shall be used in accordance with the following:

Section 1. Residential Purposes Only.

Each Lot shall be used exclusively for single family residential purposes, and garages, and parking spaces thereon, and shall be used exclusively for the parking of passenger vehicles, other than automobiles designed and used for competitive racing. No planes, trailers, watercraft, 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. Each lot shall be used for occupancy by the Owner. No lot or residence shall be leased or rented to a third party who is not the Owner or Owner related.

Section 2. 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 Review Authority as provided for herein shall have the exclusive right to determine if a structure is a mobile home.

Section 3. Lot use and Living Space Minimal Square Feet.

Each Lot shall be used for residential use only, and not more than one single family residence shall be constructed on any Lot. No residence shall be constructed which contains less than 2,000 square feet of air conditioned area including Closets but excluding Garages and Garage storage areas.

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 would be in violation of any Section of this Declaration or of any law or would result in the cancellation or increase of any insurance carried by the Association. No waste shall be allowed in the Common Properties.

Section 6. Signs.

Restrictions for the size, display and maintenance of all signs in the subdivision shall be enforced. No sign of any kind shall be placed to public view on or from any part of any Property, without the prior consent of the Board, except those conforming to Texas Property code Section 209 and as follows:

- (a) Political signs are permissible only on Improved Lots conforming to Texas Property Code, Section 202.009.
- (b) Religious sign or items that do not pose a threat to public health/safety; violate a law including set-back requirements, easements, common property; contain graphic language; or are offensive to the public other than the religious content.
- (c) Temporarily used in the sale of Lots and Residences.

Section 7. Nuisances and offensive activities.

The following activities which, in the judgement of the Board, are considered offensive to the residents of the Subdivision and shall not be allowed on any Lot or Common Area including, but not limited to; (i) any noxious or offensive activity, (ii) prolific outside lighting, (iii) loudspeakers or other sound-producing devices including fireworks.

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 (ARA), except for a TV Satellite dish installed by a commercial TV Cable supplier.

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, workers or invitees, to the extent that the damage is not covered by insurance, including damage to the perimeter fence and Alleyways.

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 to have violated said Rules and Regulations shall be liable to the Association for all fines stated elsewhere in this Declaration, damages and costs, including attorneys' fees.

Section 11. Animals.

No animals, livestock or poultry shall be raised, bred or kept on 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, Garages and Driveways

Any and all permanent outbuildings or accessory buildings may be constructed of the same material as the principal residence and must be approved by the ARA. All new and/or remodeled 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. Existing residences and garages not built in accordance with this Section 12 are exempt.

Section 13. Setbacks.

The minimum depth of building setback from the back of the curb of the roads fronting the Lots in the subdivision shall not be less than 25 feet and not less than 5 feet from side lot property lines, provided that as to any unit or structure which has a common wall with another structure or unit, as approved by the ARA, side lot setback shall be required at side opposite common wall. On any corner Lot a 15 foot side line setback shall be required as to the side lot line contiguous to the street.

Section 14. Waste and Storage

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. The use of any Lot for storage of materials and equipment is prohibited except for normal residential requirements or temporarily incident to construction of improvements

thereon. In the event of violation of any of the above, the Board may provide written notice allowing a minimum of 10 days to resolve the violation, and if not satisfied, may take further action including daily fines and/or legal remedies thereafter, all at the expense of the Owner.

Section 15. Boats/Campers, Automobiles, Trailers and Other Vehicles

A motorboat, houseboat or other similar water-borne apparatus, trailer or camper may not be maintained, stored or kept on any parcel of the Property except in an enclosed garage thereon.

The Association shall enforce the following restrictions governing parking of trailers, inoperative vehicles and recreational vehicles including pickup campers on Owners' Lots, the Common areas, alleys and our public streets and in conjunction with City of Kerrville Ordinances.

a. None of the above listed vehicles shall be parked in the Common Areas, Owners' driveway or in front of a Lot or Residence for more than a forty-eight (48) hour consecutive time period over any seven (7) day time span. The forty-eight (48) hour time period shall include any short absences of the vehicle and/or trailer.

b. Trailers may be parked in front of a residence for purposes of loading or unloading during this time period. Occupancy of a trailer so parked is not allowed.

c. All such parked vehicles shall not obstruct traffic, and if in the opinion of the Board, the vehicle does constitute a traffic hazard, the Owner of the vehicle will be required to move same upon notification from a member of the Board.

d. Contractor/construction vehicles including landscape maintenance vehicles are exempt from this rule while daily working on an Owner's Lot, however if a longer time period including overnight parking or for a construction completion period longer than twenty-one (21) days a waiver will be required from the Board of Directors, the request shall explain the delay and anticipated completion date.

e. Other Exceptions may be granted by the Board on an individual basis if a waiver is requested detailing circumstances requiring same, (disabled, primary vehicle, etc.). The waiver will be for a specific time period and noted on the waiver request by the Board if approved.

f. In the event of non-compliance of this Section by any Owner, the Board may levy a fine of one hundred dollars (\$100.00) per day from the first day of notification of the infraction until the vehicle is removed.

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 and 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 effect on such drainage or seepage.

Section 17. Fences, Walls, Hedges and Shrubs.

No fence, wall screen or hedge shall be placed or permitted to remain on any Lot without the prior approval of the Architectural Review Authority. A Homeowner may install a perimeter fence on all sides of their Lot, however, the fence must be in accordance with local, Government Regulatory Codes and Texas Property Code Section 209 and all fences, walls, hedges and shrubs shall conform to setback requirements as prescribed by Kerrville City Code.

A fence shall be constructed of wood, open steel, iron or aluminum members, stucco, stone or brick materials. A fence may not be constructed of plastic, PVC, metal sheeting or sheet metal panels. The height of a fence shall be a maximum of 6'0". Any fence closer to the street than the front wall of the residence shall be similar to an open vertical wrought iron, steel or aluminum, design. A fence shall be an enhancement to the property and be similar to fences in the Subdivision area. New fence, material, color and site location **MUST BE** submitted to the Architectural Review Authority for approval prior to starting any work. Replacement or repair of existing fences with material similar to existing will not need approval.

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 building, 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 ARA, 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, storage unit or canopy of any kind shall be erected or placed on any Lot, except port-a-can or similar on-job toilet facilities during construction, which shall be located away from any street. 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 ARA. No trailer, basement, shack or garage erected or placed on any Lot shall be used as a residence temporarily or permanently. Alleys shall always remain open to allow vehicular traffic to pass.

Section 22. Repair.

Each Owner shall maintain and repair their Lot, Residence and other improvements situated thereon, keeping the same in good condition and repair. Each Owner is responsible for any damage to the Perimeter Fence and Alley on their property or to the Common Area Property caused by themselves, guests or by a Contractor or Worker employed by them at the time. Damage to the Perimeter Fence and Alley caused **only** by an act of Nature are exempt, as well as Perimeter Fence damage caused by improper workmanship or materials. 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 seventy-five percent (75%) masonry construction. Masonry shall consist of stone, stucco or brick, with no full walls of face-laid only. All wood and siding must be approved by the ARA. All roofs shall be metal, freestanding seam, clay tiles, cement tiles, slate, or three-tab Architectural style composition of a minimum of two hundred (200) pound per square with weathered wood color. A sample of the roof materials to be used shall be furnished to the ARA for prior approval as to conformity, color and texture. Construction on Lots shall be completed by builders 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.

Section 26. Diseases and Insects.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

Section 27. Sidewalks, Trees and Encroachments.

No tree, shrub or plant of any kind on any Lot shall be allowed by the Homeowner to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of ten (10) feet, or less than fourteen (14) feet above a street or alley.

If any Owner wishes to improve their Property with a sidewalk at the curb, it shall be located within the front setback line of such Lot, the exact location thereof to connect with the sidewalks, if any, of adjoining Lots and as approved by the ARA.

Section 28. Machinery, Fixtures and Equipment.

No new machinery, fixtures or equipment of any type, including, without limitation, heating, air-conditioning or refrigeration equipment, home generators, solar panels and clotheslines, shall be placed, allowed or maintained upon any Lot without prior written approval authorizing same based on the required APPLICATION FOR ADDITIONS AND/OR CHANGES TO RESIDENCE/PROPERTY FORM. (Refer to Article VI). Such items shall be attractively screened or concealed from view of neighboring property, pathways and streets in accordance with Architectural Guidelines described in these Declarations of Covenants, Conditions and Restrictions.

a. No such machinery, fixtures or equipment shall be placed anywhere other than on the ground except if concealed in a manner which the concealment thereof appears to be part of the integrated architectural design of the building. **Solar Panels** over 100 watts shall be affixed to the roof.

b. Requests for approval for **GENERATORS** and/or **PROPANE TANKS** shall be submitted on the above referenced form, and will also require a **\$500** compliance Deposit. (Deposit to be refunded when work is satisfactorily completed.) Refer to additional information on the **Home Generator Specification Sheet available from the ARA.**

c. **PROPANE TANKS MUST BE BURIED.** All relevant issues shall be considered such as, but not limited to, distance and path to service truck, safety, aesthetic appearance and concealment. Installation shall comply with current codes and requirements of all applicable Government authorities which include among other requirements, distance from structures, setback requirements, other buried utilities, hook up and interior connections. Propane Tank installation shall require completion and submittal of above referenced form and deposit, even if no generator is to be installed.

d. All exterior mechanical equipment, including above items, shall be fully screened from view by the time installation is required to be complete.

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 transfers where required.

Section 30. Fire Pits, 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, grills, chimineas and or maximum 36" x 36" manufactured propane fire pit, a wood burning fire pit is not allowed. A fire pit must be a minimum of 25' from any combustible structure or shed, and must conform to City of Kerrville Fire Code.

Section 31. Repairs of Equipment

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 Association.

Section 32. Detrimental Misuse of Property

No Lot shall be maintained or utilized in such manner as to present an unsightly appearance within the public view or as to unreasonably offend the morals or, or to constitute a nuisance of unreasonable annoyance, or to endanger the health and safety of other Owners or residents of the Property, and no noxious offensive condition or activity shall be allowed to exist or be conducted thereon. The Association shall have the right to proceed with enforcement action as prescribed in Section 3 Article IX.

Section 33. Violation of Statutes, Ordinances and Regulations.

No Lot shall be maintained or utilized in such manner as to violate The Bylaws and Declarations of this Association and 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 34. Violation of Covenants and Prescribing of Same

a. The Association shall have the right to prescribe Rules and Regulations and they may be expanded, amended or modified in order to maintain the health, safety and enjoyment of the Members and to maintain the marketability of the Lots and Property. The Board shall have the authority by this Declaration to enforce these Rules and Regulations by all appropriate means, including but not limited to, the imposition of fines in the event of violations of this Declaration or Bylaws. Such notice will be given by certified mail before imposing a fine, and will contain the following:

- (i) A description of the violation
- (ii) The amount of the fine, daily assessment or lump sum.
- (iii) A notice that the Owner has 30 days from the date the notice was mailed to request a hearing before the Board of Directors.
- (iv) Notice of any special rights of relief the Owner might have under the Law, such as the Servicemembers Civil Relief Act (only for active-duty personnel)
- (v) Whether the violation is or is not a threat to public health and safety and of a “curable” nature. If so, stating a reasonable period of time to rectify the violation in order to avoid the fine.

b. A Member found to have violated the Rules and Regulations will be liable to the ASSOCIATION for all damages and costs, including reasonable Attorney’s fees.

c. Fines are hereby established at the maximum daily rate of \$100.00 per day, refer to the Association’s published schedule of fines, current edition, effective January 1, 2024.

Section 35. Prosecution of Construction, Maintenance and Repairs.

All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

Section 36. 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 37. Owner’s Water and Sanitary Sewer Lines.

All water and sanitary sewer lines from and for each unit which carry water to or sewerage from each unit to the common water and sanitary sewer lines shall be the responsibility of and maintained by the Owner of the unit at his own costs.

Section 38. Combining Lots

Nothing herein stated shall prevent an Owner from combining two or more adjacent and contiguous Lots and building thereon a single living unit, however each adjoining Lot shall bear, and the Owner shall be responsible for all assessments and voting right attributable to each initially purchased lots.

Section 39. Exemption for Purpose of Construction, Development and Sale.

The Board of Directors may grant reasonable and specifically limited exemptions from these restrictions to itself or an Owner during the period of construction, development and sale of a residence. Any such exemptions shall be granted only upon specific written request to the Board, itemizing the exemption requested, the location thereof, the need therefore and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms or activity, location or time than is reasonably required.

ARTICLE VII ARCHITECTURAL REVIEW AUTHORITY

Pursuant to 2021 Texas Property Code Section 209, the original name of this Section and Committee is changed to the Architectural Review Authority (ARA) and all prescribed requirements included in Section 209.00505 of the Texas Property Code, if not shown, are established herein by reference.

In accordance with the provisions of the Bylaws, a committee established to function as the Architectural Review Authority, hereinafter referred to as ARA, shall carry out the responsibilities and duties as prescribed in this Declaration.

Section 1. Owner Responsibilities and Penalties.

a. 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 changes or additions in fences, (but not replacement with same materials), hedges, walls and other structures, nor construction of improvements or changes in the exterior color of any building, fence, or other improvement, shall be commenced until the Owner of the Property submits a completed request for approval to the **ARA AND RECEIVES APPROVAL FOR THE PROPOSED ITEM.**

b. This form is available from the ARA and is called an Application for Additions and/or Changes to Residence/Property Form.

c. A request shall include two (2) sets of the final plans, drawings and specifications showing the nature, kind, shape, height, materials and location of the

same. A site survey showing all existing improvements shall be submitted for all new construction, exterior alterations and/or additions and fences. A record copy of the approved plans shall be kept by the Association until such time as the Board elects to dispose of same.

- (i) A preliminary sketch showing the basic plan and general specifications may be submitted for preliminary approval only.
- (ii) This request for approval must be sent to the Chairperson of the ARA, and the ARA will have a period of thirty (30) days to reply to the request after receipt.

d. Approval of a preliminary request will not relieve the requirement to submit an Application Form as referenced above, which, along with corresponding documents, must be submitted at least thirty (30) days prior to the proposed construction of improvements or landscaping. The start of this time limit for action of the Request will be the date when all necessary documents required by this Article are received by the ARA Chairperson who shall so note receipt, (or delivery receipt in any form). Any additional information needed by the ARA from the Owner must be requested within this time period. The thirty (30) day time period for ARA and Board action will not start until the ARA receives all the information requested.

e. Work shall not commence until written approval from the Board regarding the Request has been received by the Owner. Final approval and/or granting of appeal will not be given until final submission of required and/or requested documents is received by the ARA.

f. The approved Request shall be valid for a period of 36 months. If work has not commenced within this time frame, the approved Request shall be void and a new Request shall be required.

g. If the Owner fails to submit all requested information for new construction or improvements to the ARA for approval, the Board, in its sole discretion, may levy a fine not to exceed one hundred dollars (\$100) per day beginning on the day any improvement is initiated on the said Lot, and continuing until such information is submitted to the ARA for approval and, in the event of a dispute initiated by the ARA, such fine may continue until such information is accepted and/or approved.

h. In the event the ARA and the Board fail to act in any manner on a submitted Request within thirty (30) days after submittal, approval will not be required and compliance with this Article will be deemed satisfied.

Section 2. Architectural Control Committee Responsibilities and Authority.

a. The ARA shall review all requests that are submitted and shall issue a determination on the Request to the Board to approve or disapprove the determination of the ARA and notify the Owner within the thirty (30) day period as prescribed above.

b. The review shall be for approval or disapproval of all modifications, additions

or new construction and improvement activities including structures, buildings and building materials, and the placement of improvements within the subdivision. The ARA shall enforce the requirement that all improvements be in accordance with standard trade practices, and further require that all improvements are architecturally, aesthetically and ecologically designed to be compatible with the existing construction, landscape and harmony of the Subdivision. Upon approval of a request, the BOARD will send written authorization to proceed and the ARA will retain one set of the Plans and Specifications for record and future reference. If disapproved, these items will be returned to the Owner marked "Disapproved" and will be accompanied by a dated statement of the reasons for disapproval, and if pertinent, will include any changes or improvement(s) required as a condition of approval. Any modification of the approved set of Plans and Specifications must be resubmitted to the ARA for approval.

c. A majority of the ARA members shall approve or disapprove any matter before this Committee; A majority of the ARA may, for good cause shown, approve variances to any Covenant, Condition or Restriction requirement in regard to the construction, modification and improvement of Owner and Common Area Property; and provided, further, that any person (including any Owner, Member, or member of the ARA) may request approval of any related matter being considered, and a majority of the members of the ARA shall then be required.

d. Prior approvals and/or disapprovals of the ARA pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ARA. In the event of later requests for approval of the same or similar improvements, activity or matter, if the ARA determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ARA shall have the express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request.

e. Request for a Variance shall be submitted in the same manner as stated in Section 1(b) above.

f. The approval or failure to approve by the ARA or the Board shall not be deemed to constitute any warranty or any representation of any kind including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and rules.

g. The Board, in its sole discretion, may disapprove or reverse any decision of the ARA within ten (10) days of the specific ARA decision. Upon confirmation by the Board, the decision of the ARA shall be conclusive and binding upon the Owner. An Owner may appeal the ARA decision to the Board not later than the 30th day the notice of denial was mailed to the Owner. The appeal must be in writing and sent to the Secretary of the ASSOCIATION by U.S. Mail. The Board must provide a ruling on the appeal within thirty (30) days of receipt of written notice by the Owner, and shall notify

the Owner of the date, time and place of the hearing not later than the 10th day before the hearing. The recorded receipt by the ASSOCIATION of such written notice by the Owner shall begin the stated time period. The Board or the Owner may request a postponement which shall be granted for not more than 10 days and additional postponements may be granted by agreement of both parties. Audio recordings of this meeting are permissible by both parties.

h. On any specific application, only one appeal of this type is permitted.

i. A majority of the members of the Board is required to approve or disapprove the decision of the ARA on any specific project. The decision of the Board will govern.

j. During reasonable hours, members of the ARA, any member of the Board, or any authorized representative, will have the right to enter upon and inspect any Lot and the improvement or structure for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons will not be deemed guilty of trespass by reason of such entry.

k. The members of the ARA 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.

ARTICLE VIII EASEMENTS AND PARTY & RETAINING WALLS

Section 1. Utility Easement.

Easements for installation, repair and maintenance of utilities (including, but not limited to, sewer, water, telephone, power, street lighting, drainage facilities and floodway easements over, under and across the Property) are reserved as shown on the recorded Subdivision Plat, individual Lot surveys and Plats and as prescribed in the restrictive Covenants or any other document of record filed with the Kerr County, Texas.

No structure may be placed within any easement, and landscaping, fencing or other material within any easement shall be removed if interfering or damaging to the existing utilities, entryway, signage, Lake, Dam and spillway and as further described below. Each Lot is conveyed subject to all these easements.

Section 2. Ingress and Egress by the Association.

Full rights of ingress and egress shall be had by the Association 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 3.

Ingress and Egress by Owners.

An Owner shall have the right of ingress and egress over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot including fences, tree care, etc., provided that any entry by each such Owner upon any such adjoining Lot shall only be made with approval of and with as minimum inconvenience to the Owner of each adjoining Lot, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

Section 4. 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 5. 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 6. 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 transfers 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 specification of the company furnishing service) for the location 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 7. Party Walls and Retaining Walls.

Each wall or retaining 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 any party walls or retaining walls and of liability for property damage due to negligence of willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or retaining 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 or retaining wall without the prior written consent of the Owners whose units are affected thereby. If a party wall or retaining 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 8. Owner's Additional Insurance.

It is recommended an Owner carry such additional liability and property damage insurance as he may desire with respect to his individual unit and for any inadvertent damage to a Common Property or portion of same which is caused by a Contractor or worker employed by the Owner.

**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 the original Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the Members of the Association agree 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.

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 two-thirds (2/3) of the Members, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such members. All amendments shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement.

a. The Board shall have the right to enforce these Covenants, Conditions and Restrictions and also the authority to levy Fines not to exceed one hundred dollars (\$100.00) per day for an infraction relating to anything prescribed herein, all in accordance with Texas Property Code 202, 202.004, 202.006 and 209.0061.

b. 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 not affect any other provision herein.

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 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. The requirement for certified mailings, delivery stipulations and receipt prescribed in certain instances by this Declaration shall remain in effect.

Section 7. Disputes.

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

Section 8. Resubdivision.

A Lot may not be resubdivided and may be replatted as allowed by applicable law.

Section 9. 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 10. Improper Maintenance by Owner.

In the event any portion of a Lot or unit thereon is 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, or present a risk to the health and safety, the Association may make a finding to this effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver written notice thereof by certified mail to the offending Owner that unless corrective action is taken within ten (10) days, the Association 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 Association shall be authorized and empowered to cause such action to be taken and the 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 11. Interpretation of the Covenants.

Except for judicial construction, the Association 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 Association'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 12. 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 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.

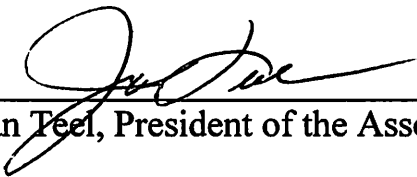
Section 13. Gender and Number.

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

Section 14. Filing of Documents and Compliance

It is the intent of the Association to comply with all provisions of the Texas Property Code including filing of the applicable Association Governing Documents in the Real Property Records of Kerr County, Texas.

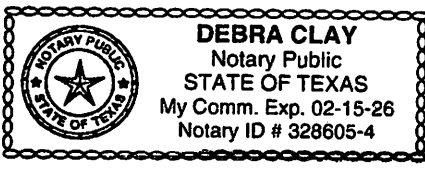
Executed on this 8th day of March, 2024.

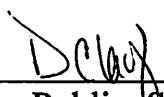


Joan Teel, President of the Association

STATE OF TEXAS)
)
COUNTY OF KERR)

This instrument was acknowledged before me on this 8th day of March, 2024, by Joan Tell, as President of the Association.





Notary Public, State of Texas

**CHRONOLOGICAL TABLE OF COVENANTS, CONDITIONS &
RESTRICTIONS SUPPLEMENTS, AMENDMENTS AND DEDICATIONS**

| FILE | TITLE | DATE EXECUTED | DATE RECORDED |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------|
| 00742 Volume 310 Pgs 52-85 | Declaration of Covenants, Conditions and Restrictions Riverhill Oaks Homeowners Association | 01/22/1985 | 01/30/1985 |
| 8900 Volume 668 Pg 822 | Supplemental Declaration to Covenants, Conditions and Restrictions Riverhill Oaks Homeowners Association | 11/02/1992 | 12/14/1992 |
| 5562 Volume 700 Pgs 511-514+ | First Amendment to Declaration of Covenants, Conditions and Restrictions Riverhill Oaks Homeowners Association | 06/06/1993 | 06/08/1993 |
| 0274 Volume 0933 Pgs 002-088+ | Amendment to Declaration of Covenants, Conditions and Restrictions Riverhill Oaks Homeowners Association | 01/13/1998 | 01/15/1998 |
| 19-01017 | Third Amendment to Declaration of Covenants, Conditions and Restrictions Riverhill Oaks Homeowners Association | 12/21/2018 Effective 12/15/2018 | 02/11/2019 |
| 266-98 Volume 932 Pg 785 | Right of Way Dedication Riverhill Oaks Homeowners Association Streets and street Lighting to City of Kerrville | 01/13/1998 | 01/16/1998 Notarized 01/14/1998 |

FILED AND RECORDED

Document Number: 24-01333

Document Type: AMENDED DECLARATION OF
RESTRICTIONS, COVENANTS &
CONDITION

Filing and Recording Date: 3/18/2024 10:39:59 AM

Number of Pages: 37

GRANTOR RIVERHILL OAKS HOMEOWNERS
ASSOCIATION

GRANTEE RIVERHILL TOWNHOUSE TRACTS NO
TEN

Returned To: JOHN W CARLSON PC
260 THOMPSON DR STE 10
KERRVILLE, TEXAS 78028

I hereby certify that this instrument was FILED on the date and times stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Kerr County, Texas.



A handwritten signature in black ink, appearing to be "Ian Collum", written over a horizontal line.

Ian Collum, Clerk
Kerr County, Texas
By: CHRISTIAN MOSS DEPUTY CLERK

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

DO NOT DESTROY - This document is part of the Official Public Record.

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