

**ANNOTATED INDEX TO THE RESTRICTIONS, BY-
LAWS, RULES AND REGULATIONS AT RIVERTREE**

**COMPILED BY
LARRY AND ANN GOLDMAN,
139 Possum Haw Holly Trail
LOT 4, BLOCK II
RIVERTREE**

[\[Click here to go directly to the Index\]](#)

EXPLANATION OF THE INDEX

[\[Click here to go directly to the Index\]](#)

The Rules and Regulations of RiverTree are many, diverse, and sometimes contradictory plus often being vague. Unless a person has a photographic memory the rules are hard to find without reading all of the documents. Also it is possible that one's memory of what they say can fade.

The following is an attempt to help in finding things in all of these legal documents.

We have copied all of the documents and edited them to be like the originals. Some items in the Rules are no longer valid:

1. Those related to Declarant
2. Those that have been amended and
3. A few that are statements of intentions (such as building a water works) that have been completed.

We have added some comments. If we found a word that was misspelled in the original we noted this by putting (sic) after it. If you find any others not noted let us know. Comments by us that explain certain items, such as a signature, we have placed in brackets [].

Words or paragraphs that have been changed by Amendments are in **Green**. Comments that tell where these changes can be read, we have noted in brackets in Red **[Red]**.

The Index is an annotated Index. This means that instead of just a word, there are, at times, explanations as well as the location of the item. However the purpose of the Index is to use computer technology to take you to these locations in the documents.

The documents are hyperlinked – this is computer lingo that means that if you have a **blue** or **lavender colored** word or phrase in the Index, **click on it** and you will be taken to where this is discussed in the documents [If the document is in Microsoft Word you may have to hold down the Control Key]. [Once you have gone to a place the words will change to lavender] On each page there is a link that will take you back to the Index page. [return to Index](#). We have also placed other hyperlinks between places in the index or within the documents.

It is easy to miss something that should be Indexed. So if you see something that you think should be in the Index, send me the information and I will try to put it into the Index.

To save space, physical locations in the documents have been abbreviated:

D II, 5, B, 3 Refers to Declarations Article II, Section 5, B, paragraph 3

BL refers to By-Laws

A1D, A2D etc. refer to the Amendments (First, Second, etc.) to the Declarations

A1BL, A2BL, etc. refers to the Amendments to the By-Laws

BD1, BD2, etc. refer to Board Decisions

ACC1, ACC2, etc. refer to published rules by the Architectural Control Committee

p means page

M refers to the Memorandum about the Walking Path along the Frio River

ANNOTATED INDEX

Click on the letter below to go to that part of the Index.

[A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) H [I](#) J K [L](#)

[M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) U [V](#) [W](#) X

Y Z

A

Amendment

- Amendment of Declarations by [75% of an absolute](#) majority D VI, 7
- Amendment of Declarations Changed from 75% of absolute majority to
2/3 vote of those present at annual meeting or special meeting [A4D2](#)
[By-Laws amended](#) by majority of members at meeting for that purpose BL 12
- First Amendment to By-Laws [A1, BL](#)
- First Amendment to Declarations [A1, D1, 1](#)
- Second Amendment to By-Laws [A 2, BL](#)
- Second Amendment to Declarations [A3, D](#)
- Third Amendment to By-Laws [A 3, BL](#)
- Third Amendment to Declarations [A3, D](#)
- Fourth Amendment to Declarations [A4D](#)
- Fifth Amendment to Declarations [A5D](#)

Animal Husbandry

[Back to top](#)

- All Pets either [fenced or leashed at all times](#) D II, 14
- Animal Husbandry [except pets] [Allowed on Two Acres](#) or Larger D II, 31
- Maximum of [two of each type](#) of Pet allowed D II, 14
- No Breeding or Commercial uses of pets [D II, 14](#)
- Limited to one [\(1\) animal unit](#) D II, 3, 3

Annexation of additional property or Common Area [D VI, 9](#)

[Annual Meeting](#) of Members BL 4.01

Antenna

- Antenna for other items allowed with restrictions [A1D, p 2,1](#)
- Antenna [for satellite](#) allowed A1D p2,1

[Architectural Control Committee](#) D II, 5

[30 Day approval limit](#) – if no response in 30 days – automatically approved D II, 5, 4

[ACC may request](#) any necessary information for variances D II, 5, 6

[Appointed by Board of Directors](#) BL 7, 7.01

[Building Guidelines](#) ACC 1

[Disapproval of variances](#) D II, 5, 6

Has to [approve all water well drilling](#) A1D, 3

[May do reasonable modifications](#) to Restrictions D II, 5, 5

[Back to top](#)

[Must approve all construction](#) D II, 5, 2

Must [approve location of Motor Homes](#) D II, 5, 4

[No liability](#) D II, 5,1

[Response time requirements](#) D II, 5, 4

[Rules for variances](#) D II, 5, 6

[Storage Conditions](#) Set by ACC D II, 12

Three members [D II, 5](#) and [BL 7, 7.01](#)

[Wants to respond in 30 days](#) ACC 1

[Articles of Incorporation](#) [these contain incorporating items and nearly everything in the document is repeated elsewhere.] AI, I

Assessment

[Amounts fixed 30 days](#) before each calendar year D IV, 7, 2

[Assessment agreed to by lot purchase](#) D IV, 1

Assessment [Regular](#): monthly and transfer fee D IV, 3

[Back to top](#)

[Assessment Set by BOD](#) DIV, 4, 2

Assessment [Unpaid will become Lien](#) on the Lot D IV, 1

[Calculating Monthly](#) D IV, 4, 5

Charged by Association [for doing Maintenance](#) [see Maintenance] D II, 20

[Collection of Monthly](#) D IV, 4, 1

[Discount](#) D IV, 3C

[Effect of non payment](#) D IV, 8

[Foreclosure for non payment](#) D IV, 9, 1

[Back to top](#)

[Foreclosure Sale](#) D IV, 9, 3

[Late Fee](#) D IV, 4, 4

[Liens superior to other charges with certain exceptions](#) D IV, 10

[May include any legal fees](#) D II, 20

[May include other fees](#) such as interest, legal fees, etc. D IV, 1

[Monthly](#) D IV, 3A

Monthly and Transfer [may be changed by the Board](#) D IV, 4, 2

[Monthly fixed by the Board](#) D IV, 4, 3

[Notice of Lien](#) D IV, 9, 2

[Purposes](#) D IV, 2, 1

[Special for Capital Improvements](#) D IV, 6, 1

[Special Limited Amount](#), may be changed by vote of members D IV, 6, 2

[Special may be levied](#) D IV, 5

[Transfer Fee](#) to Association on transfer of lot ownership D IV, 3B
[Uniform Rate](#) D IV, 3D

[Back to top](#)

Assistant Secretaries and Assistant Treasurers [BL 6, 6.01](#) and [BL 6, 6.09](#)

Association: See [Owners Association](#)

ATVs (see also [Motorized Vehicles](#))

ATVs and all non-electric vehicles [allowed only on Common Area streets](#) D II, 28c

ATVs and [all non-electric vehicles restricted to the streets](#) D II, 28c

ATVs and other [non-electric vehicles prohibited on Hike and Bike Trails](#) D II, 28c

Automobiles

[Motorized vehicles not allowed on any Common Area except streets](#) D II, 28c

[Repairs to Automobiles allowed only in enclosed areas](#) D II, 28a

B

[Back to top](#)

Board of Directors

[Note that while [Members Elect the BOD for a 2 year term](#), BL 4, 4.01, the [Officers are elected by the BOD](#) and **not** by the members, for a **1 year term** BL 6, 6.02]

[Actions without a meeting](#): Rules for A2, BL, 2

Appointed Directors [serve the unexpired term](#) of predecessor BL 5, 5.03, 1

[Approves additional committees](#) and sets their rules BL 7, 7.02

BOD may [set time and place of BOD meetings](#), except the Annual Meeting BL 5, 5.04

[BOD to manage affairs of the Association](#) D IV, 12 and BL 5, 5.01

[Books and Records](#) BL 9, 1

Budget copies [must be sent to members 30 days](#) prior to annual meeting BL 5, 5.11

[Budget for year to be done by BOD](#) BL 5, 5.11

Compensation:

[No salaries for service](#) BL 5, 5.09

[Pay of fixed sum and expenses](#) for meeting attendance allowed BL 5, 5.09

[Compensation may be paid](#) to Secretary, Treasurer, Assistant Secretary or Assistant Treasurer BL 6, 6.10

[Contract authorization](#) BL 8, 8.01

[Declaration superior to By-Laws](#) in conflicts BL 15

[Director may vote in person or by proxy](#) BL 5, 5.08

Directors ceasing to be owners [automatically removed](#) BL 5, 5.03, 2

[Elected by Members](#) at the annual meeting BL 4, 4.01

[Expenses and judgments](#) to be paid by Corporation BL 5, 5.12

[Increasing number of Directors](#), BOD appoints new, then elected BL 5, 5.03, 1

[Liability: no one liable](#) to the Corporation as Director or Officer if acting in good Faith and reasonable manner BL 5, 5.13

[No salaries](#) for service BL 5, 5.09

[Number of Directors is Five](#) unless By-Laws are amended A1, BL

[Back to top](#)

[Power to do all the powers](#) and duties not reserved to the members BL 5, 5.01

[Proxy rules](#) BL 5, 5.08

[Quorum](#) of BOD is a majority (not proxies) BL 5, 5.07 and BL 5, 5.08

[Regular Annual meeting of BOD](#) held immediately **after** members meeting BL 5, 5.04

See [Meetings](#) for powers related to meetings

[Special meetings](#) at call of President or any two members BL 5, 5.05

Special meetings [Notice rules](#) BL 5, 5.06

[Vacancies](#) in BOD filled by vote of remaining Directors BL 5, 5.03, 1

[Books and Records](#) BL 9, 1

[Back to top](#)

[Available at the principle office](#) of the Association BL 9, 1

[Members entitled](#) to inspect and get copies for a reasonable price BL 9, 1

[Bows and Arrows](#) D II 23

Building Guidelines (See Building Rules)

[Building Rules](#) D II, 5 ,2

Building [Guidelines by ACC](#) ACC 1

Building Guidelines: [[Square Footage Requirements](#)] D II, 6

Building [Rules by ACC](#) (including plans, colors, etc), ACC1, p 1

[Color by ACC](#) - ACC 1, p 1

[Location of Structures](#) on Lot D II 7,1

[No Construction](#) on Hike & Bike Trails D II, 7, 1

By-Law Articles:

[Article 1](#) Name and Officers BL 1, 1.01

[Article 2](#) Definitions BL 2, 2.01

[Article 3](#) Members and Voting Rights BL 3

[Article 4](#) Meeting of Members BL 4, 4.01

[Article 5](#) Board of Directors BL 5, 5.01

[Article 6](#) Officers BL 6, 6.01

[Article 7](#) Committees BL 7, 7.01

[Article 8](#) Contracts, Checks, Deposits, and Funds BL 8, 8.01

[Article 9](#) Books and Records BL 9

[Article 10](#) Assessments BL 10

[Article 11](#) Corporate Seal BL 11

[Article 12](#) Amendments to By-Laws BL 12

[Article 13](#) Waiver of Notice BL 13

[Article 14](#) Fiscal Year BL 14

[Article 15](#) Conflicts BL 15

[Back to top](#)

C

[Checks and Drafts](#) BL 8, 8.02

[Colors Required](#) on buildings D II, 5, 2

[Back to top](#)

[Commercial Uses](#) D II, 3, 1

Committees

See [Architectural](#) Control Committee

[Other committees](#) appointed by President, approved by BOD BL 7, 7.02

Common Areas

[All Streets part of Common Area](#) D VI, 13

Association can [make rules for use](#) for Common Area D VI, 3d

Association [may transfer Common Area](#) to other Public Agencies D VI, 3c

[May be added to by Annexation](#) D VI, 9

[Members Right to Use](#) D VI, 3

[Owner may delegate](#) Right of Use D VI, 5

Right of Use [Suspended for Unpaid Assessments](#) D VI, 3b

[Back to top](#)

Compensation

[May be paid to Secretary](#), Treasurer, Asst. Treasurer BL 6, 6.10

[No Salaries](#) to BOD for service BL 5, 5.09

[Pay of fixed sum and expenses to BOD](#) allowed for meeting attendance. BL, 5, 5.09

Composite Lots [D II 8,A](#)

Continuous Occupancy

(Definition has been discussed but never decided on.)

[Required in 30 Day Stay Motor Homes](#) D II, 2, B, 2

[Corporate seal](#) not required BL 11

D

[Back to top](#)

Declaration

Declaration Articles:

[Article I](#) Definitions D I, 1

[Article II](#) Use Restrictions D II, 1

[Article III](#) Owners Association D III, 1

[Article IV](#) Assessments and Charges D IV, 1

[Article V](#) Water System D V

[Article VI](#) General Provisions D VI, 1
[Article VII](#) Dispute Resolution D VII, 1

[Superior to By-Laws in conflicts](#) BL 15

Definitions:

[Association](#), D I, 1 and BL 1, 1.01 and BL 2, 2.01

[Committee](#) D I, 2

[Common Area](#) D I, 7 and BL 2, 2.03

[Continuous Occupancy](#)

[Corporation](#) BL 1, 1.01

[Declarant](#) D I, 8 and BL 2, 2.04

[Back to top](#)

[Declaration](#) D I. 9 and BL 2, 2.07

[Front Yards](#) D II, 7, 2

[Livestock](#) D II, 3, 2

[Lot](#) D I, 6 and BL 2, 2.05

[Member](#) BL 2, 2.08

[Motor Homes](#) D II, 2, B, 3

[One Animal Unit](#)

[Owner](#) D I, 3 and BL 2, 2.06

[Plat](#) D I, 4 and BL 2, 2.09

[Poultry](#) D II, 3, 3

[Property](#) D I, 5 and BL 2, 2.02 and BL 2, 2.10

[Ratites](#) D II, 3, 2

[Water Company](#) D I, 10

[Back to top](#)

[Deposits](#) BL 8, 8.03

[Dispute Resolution](#), Rules in detail D VII

[Basically this section requires arbitration to settle disputes and details the steps and requirements of the arbitration.]

[Drainage](#)- D II, 27

E

Easements

[Easements – No Liability](#) for Damages D II, 9, 1

[Easements for Utilities](#) - Restrictions D II, 9, 1

[Electric powered vehicles](#) exempted from motorized vehicle restrictions D II, 28c

[Enforcement, Right](#) to D VI, 1

[Engines: Restrictions](#) on River D II, 26

[Excavation](#) not allowed D II, 25

[Back to top](#)

F

Fences

[All fences](#), walls, or hedges must be prior approved by the ACC D II, 15

[Fences cannot block](#) Hike and Bike trails D II, 15

[Fences for animals](#) D II, 3, 4

[Fences not allowed](#) in front yard set back D II, 7, 1 ; D II, 15

No fence, wall or hedge can be [higher than seven feet](#) D II, 15

Finances

[BOD to manage affairs](#) of the Association D IV, 12 and BL 5, 5.01

[Budget copies must be sent](#) to members 30 days prior to annual meeting BL 5, 5.11

[Budget for year](#) to be done by BOD BL 5, 5.11

[Checks and Drafts](#) BL 8, 8.02

[Contracts](#) BL 8, 8.01

[Deposits](#) BL 8, 8.03

[Fiscal Year](#) BL 14

[Gifts to Corporation](#) BL 8, 8.04

[Fines \[Sanctions\]](#) for violations of certain restrictions D VI, 3, h

[Back to top](#)

[Firearms not to be discharged](#) D II, 23

[Fiscal Year](#) BL 14

[Foreclosure for non payment of Assessments](#) D IV, 9, 1 [See [Assessment](#)]

G

[Gifts to Corporation](#) BL 8, 8.04

[Guests of owners may enjoy Common Area](#) D VI, 5

[Guns](#) D II 23

I

Improvements

All improvements require [prior approval by the ACC](#) D II, 5, 2

[Improvements location on lot](#) D II, 7, 1

Improvements [not allowed in front yard set-back](#) D II, 7, 1

[Back to top](#)

[Incorporation](#), Articles of AI, I

[Insurance for Liability](#) D IV, 11

[Interpretation rule](#) amended to read correctly A1D, 4

Internal Combustion Engines [not allowed on waterways](#) D II, 26

[Invalidation](#) – if some restrictions are invalidated, it does not change others D VI, 2

L

Law

Law--[all governmental rules must be followed](#). D II, 28 e

[Leasing \[renting\] your property](#) A5D2

[Lien, notice of](#) D IV, 9, 2 [See [Assessment](#)]

Liability

[No Liability for damages in easements](#). D II, 9, 1

[No one liable to the Corporation](#) as Director or Officer if acting in good faith and reasonable manner BL 5, 5.13

[Location of Improvements](#) on the Lot D II, 7, 1

[Back to top](#)

[Lot maintenance standards](#) BD 1

M

Maintenance

[Damages Cleared, 6 months](#) D II, 22

[Maintenance of yards](#) and common areas D II, 21

[No Excavations](#), except as necessary. D, II, 25

[No Maintenance of Vehicles](#) except in enclosed structures. D, II, 28a

[Owner's responsibility](#) [includes maintenance of improvements on the lot, removal of debris, mowing of grass and weeds etc. The Association is to do it if owner does not, and assess the owner for the cost] D II, 20

[Standards for Lot Maintenance](#) BD 1

[Membership in the Association](#) is automatic for every owner of record AI, VI

[Members Right to Enjoyment](#) with certain provisions [see [Rights](#)] D VI, 3

[Metal siding not allowed](#) A1D, 1

[Back to top](#)

Meetings

[Annual meetings](#) begin on Saturday before Memorial Day. A 2 BL, 1

[Annual meetings must be on same day](#) of same month each year after 1995 BL 4, 4.01

[Annual meetings to begin at 10:00 AM](#) BL 4, 4.01

BOD may have [Directors or Officers elected by mail](#) BL 4, 4.07

[BOD may set time and place](#) of BOD meetings, except the Annual Meeting BL 5, 5.04

[Notice of](#) : BL 4.04

[Place of meeting may be changed](#) BL 4, 4.03

[Proxies for Meetings of Members](#) BL 4, 4.06

[Purpose of Annual Meeting](#) is to elect BOD and do other business BL 4, 4.01

[Quorum for Members' meetings](#) is 1/3 of the votes of the membership BL 4, 4.05

[Regular Annual meeting of BOD](#) held immediately **after** members meeting BL 5, 5.04

[Special meetings](#) can be called by BOD or 10% of voting members BL 4, 4.02

[Mining Operations Prohibited](#) D II, 13A

[Back to top](#)

Motor Homes

[Location Rules](#) A 3, D. 1

[Motor Home Defined](#) D II, 2, B, 3

[Motor Home Four \(4\) month use](#) D II, 2, B, 1

[Motor Home Location](#) on Lot Must be approved by ACC D II, 5, 4

[Motor Home Thirty \(30\) day use](#) -- A 3, D,1, 1

Motorized vehicles (see also [ATVs](#))

[No Internal combustion engines on the River](#) D II, 26

[Not allowed on any Common Area except streets](#) D II, 28c

Mowing

Mowing may be [done by Association and owner assessed for cost](#) D II, 20

[Mowing of lot required](#) D II, 20

[Standards for Lot Maintenance](#) BD 1

[Back to top](#)

N

[Noise restrictions](#) may be enforced D VI, 3, i

[Non-electric vehicles](#) restricted to the streets only D II, 28c

O

Office

- [Principle Office of the Association in Hunt, Texas](#) BL 1, 1.02
- [Registered Office may be changed](#) by the BOD BL 1, 1.03
- [Registered Office](#) must be same as address of registered agent BL 1, 1.03

[Back to top](#)

Officers of the Corporation (Association)

- [Assistant Secretaries and Assistant Treasurers](#) BL 6, 6.01 and BL 6, 6.09
- [BOD may elect or appoint other officers](#) as needed BL 6, 6.01
- [Compensation may be paid](#) to Secretary, Treasurer, Assistant Secretary or Assistant Treasurer BL 6, 6.10
- [Elected annually by the BOD](#) at regular annual meeting of BOD or as soon thereafter as possible BL 6, 6.02
- [May hold two or more offices](#), except President and Secretary BL 6, 6.01
- [Officers may be removed by BOD](#) BL 6, 6.03
- [Other officers elected or appointed by BOD](#) given duties by BOD BL 6, 6.01
- [President: powers and duties](#) BL 6, 6.05
- [Secretary: powers and duties](#) BL 6, 6.08
- [Treasurer: powers and duties](#) BL 6, 6.07
- [Vacancies filled by BOD](#) BL 6, 6.03
- [Vice-President: powers and duties](#) BL 6, 6.06

[Back to top](#)

[Omissions and misspellings](#), etc. supplied by inference D VI, 11

One Animal Unit [D II, 3, 3](#)

[Defined by BOD to mean 1 type of animal. Example: you can't have both goats and sheep, but can have a plurality of one or the other.]

[Back to top](#)

[Owners Association](#) D III, 1

- [Classes of Voting](#), Membership D III, 2 , 2 See Also [Voting](#)
- [Control of Visual Attractiveness](#) DVI, 3 j
- [Garbage Collection](#) D VI, 3g
- [May borrow money](#) D VI, 3c
- [Membership](#) D III, 1
- [Principle office in Hunt, Texas](#) BL 1, 1.02 [See [Office](#)]
- [Purposes of the Association](#) AI, V, 1
- [Regulation of Noise](#) DVI 3, I
- [Right to Security System](#) D VI, 3 g
- Rights related to Common Areas (See [Common Area](#))
- [Street Lighting](#) DVI, 3 g
- [Traffic & Parking Rules](#) D VI, 3 H
- [Voting rights](#) D III, 2, 2

[Back to top](#)

P

Pets

[Must be fenced or leashed at all times](#) D II, 14

[Only two of each kind allowed](#) D II, 14

[Ponding not allowed](#) D II, 27

[Portable Buildings Not Allowed](#) D II, 11

[Powers given to the Association](#) are exercised by the Board of Directors BL 5.01

[President: powers and duties](#) BL 6, 6.05

[Principle Office of the Corporation](#) is in Hunt, Texas BL 1, 1.02

Propane

Propane tanks [above ground waiver](#) of restrictions approved by ACC ACC 1, p 2

Propane tanks for homes not allowed above ground –see waiver above D II, 28d

[Propane tanks on RVs](#) and cookers and camping gear allowed D II, 28d

[Proxies](#) BL 4.06

Q

Quorum

For [Meeting of Members](#) 33 1/3 %

For [Meeting of Board of Directors](#) Majority

[Back to top](#)

R

[Reimbursement of expenses or judgments](#) for directors, officers, agents, or employees of the Corporation BL 5, 5.12

[Registered agent of the Corporation](#) BL 1, 1.03

[Registered Office of the Corporation](#) BL 1, 1.03

[Rental limitations](#), A5D2

[Residential purposes defined](#), in Amendment 5, A5D1

[Repair to vehicles allowed only in enclosed areas](#) D II, 28a

Replat, See [Resubdivision](#)

Restrictions

On [Commercial Uses](#) D II, 3

On [Construction](#) D II, 2, A

On [Motor Homes](#) D II, 2, B

On [Placement of Motor Homes](#) D II, 5, 4

On [Storage Buildings](#) D II, 2, C

[Back to top](#)

[Resubdivision](#) D II, 8, B

Rights

of Association to [borrow money](#) D VI, 3f

of Association to [control visual attractiveness](#) of the Property D VI, 3j

of Association to [have a garbage collection system](#) D VI, 3g

of Association to [have exterior lighting for all streets](#) D VI, 3g

of Association to [have private security system](#) D VI, 3g

of Association to [make rules as BOD may determine](#) D VI, 3d

of Association to [regulate noise and prohibit use of noisy devices](#) D VI, 3i

of Association to [set traffic and parking rules](#) D VI, 3h

of [Members to enjoy Common Areas](#) D VI, 3

of [Owner to delegate his rights](#) of enjoyment D VI, 5

to Common Areas [suspended if assessment unpaid](#) D VI, 3b

to [dedicate or transfer Common Areas](#) to public agencies D VI, 3c

to [suspend use of Common Areas for 60 days per rule broken](#) D VI, 3b

to [vote suspended if have assessment against lot](#) D VI, 3a

[Back to top](#)

Rules

[Right to enforce](#) DVI, 1

[Rules binding on all parties](#), D p 1, 5

[Rules may be set for Common Area](#) use D VI, 3, d

S

Salaries , see [Compensation](#)

[Sanctuary for wildlife](#) D II 24

[Back to top](#)

[Secretary: powers and duties](#) BL 6, 6.08

[Septic Tanks](#) D II, 19, 3

[Sewer service responsibility of owner](#) D II, 19, 3

Signs

[Lot For Sale Signs allowed](#) -3 square feet max D II, 17
[Name Signs Allowed](#) 3 Sq. Ft. D II, 3, 1
[None allowed for Trade](#) D II, 10
[Rent Signs Same as for Sale](#) D II, 17, 1

Storage

[Conditions are set by ACC](#) D II, 12
[Items Screened from View](#) D II, 12
[of materials, trash, etc.](#) D II, 16
[of trash containers behind screening](#) ACC 1
[of Vehicles](#) D II, 12
[Storage rules by ACC for propane tanks](#) ACC 1, p2
[Storage rules, right to make rules about construction](#) D VI, 3d

[Back to top](#)

[Streets](#), all streets are private and part of the Common Area D VI, 13

T

[Tax Exempt Status](#) –Association will do nothing to endanger this status AI V, 2

[Temporary Structures Not Allowed](#) D II, 11

[Back to top](#)

Tenants

[Non-Owner Occupants](#) must be given complete copy of Declaration D II, 4
[May render professional services](#) of personal nature D II, 10
[Owner may delegate rights to Common Areas to tenants](#) D VI, 5
[Size of For Rent signs restricted](#) D II, 17, 1

[Thirty Day Approval Limit on ACC Decisions](#) D II, 5, 4

Towing of vehicles -- See [vehicles](#).

Trade

[No Signs Allowed](#) D II, 10
[Personal Professional Services Allowed](#) D II, 10
[Prohibited](#) D II, 10

[Back to top](#)

[Transfer Fee](#) paid to Association when lot is sold or transferred. D IV, 3B
[see [Assessment](#)]

Trash

[Trash assessment charged](#) if removed by Association D II, 16
[Trash burning is prohibited](#) D II, 16
[Trash can guidelines by ACC](#) ACC 1
[Trash cans must not be exposed to public view](#) D II, 28b
[Trash in sealed containers approved by ACC](#) D II, 16

[Treasurer: powers and duties](#) BL 6, 6.07

V

[Variances](#), Rules concerning D II, 5, 6

[Back to top](#)

Vehicles (see also [Motorized Vehicles](#) and [ATVs](#))

No [Maintenance of Vehicles](#) except in enclosed structures. D, II, 28a

[Subject to Towing & Impoundment](#): RVs in Common Areas – Unregistered RVs Parked in Lot 6 -- A 3 BL 3

[Walking Path along the Frio River excludes all vehicles.](#) M1

[Vice-President: powers and duties](#) BL 6, 6.06

Voting

BOD may have [Directors or Officers elected by mail](#) BL 4, 4.07

[Cumulative voting is not allowed](#) BL 4, 4.08

[Declarants voting rights have ended.](#) D III, 2, 4

Each Lot or combined [Lot entitled to one vote](#) D III, 2, 2

[Purpose of Annual Meeting](#) is to elect BOD and do other business BL 4, 4.01

[Quorum for Members' Meetings](#) is 1/3. BL 4, 4.05

[Rights to Voting suspended for unpaid Assessments](#) D VI, 3 a

W

[Back to top](#)

[Waiver of Notice](#) BL 13

Walking Path

[Walking Path Easement](#) along the Frio River M1

[Walking Path along the Frio River excludes all vehicles.](#) M1

Walls

[Restrictions About](#) (Location, Height, Approval by ACC) D II, 15

Water

Water [service within lot is responsibility of the owner](#) D II, 19, 1

[Water wells may be drilled](#) on lots of 2.75 acres D II, 19, 2

Water [well drilling requires prior approval](#) by the Committee A1D, 3

Water Works

[Water Works Lot Set Aside](#) D II, 3, 5

Water Works to be [run by a Water Company](#) D II, 19, 1

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF REAL S

[return to Index](#)

WHEREAS, THE ESTATES OF RIVER TREE, LTD., a Texas limited partnership, as Declarant, has previously filed of record that certain Declaration of Covenants, Conditions and Restrictions for the RiverTree Subdivision (the “Original Declaration”) recorded in Volume 20, Pages 424—455, of the Real Property Records of Real County, Texas, which Original Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Original Declaration provides the same may be amended by an instrument signed by the Owners of not less than seventy—five percent (75%) of the total votes of each class of membership of The Estates of RiverTree Owners Association, Inc. (the “Association”); and

[return to Index](#)

WHEREAS, the Declarant and the other undersigned Owners desire to amend the Original Declaration and to restate the Original Declaration, as amended, with the intent that the Original Declaration, as amended and restated, shall supersede and replace in its entirety the Original Declaration;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, THE ESTATES OF RIVER TREE, LTD., a Texas limited partnership, the owner of all the votes of Class B of the Association, and the other undersigned Owners, the owners of not less than seventy-five percent (75%) of the total votes of Class A of the Association, in order to carry out a general plan of development of said subdivision (herein sometimes called the “subdivision”), and in order to promote desirable residential living and limited commercial purposes in said subdivision, to insure harmony in connection therewith, to maintain the suitability of said subdivision for private residential purposes and limited commercial purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land in said subdivision, hereby amend and restate the Original Declaration and hereby impose the following covenants, conditions and restrictions, to—wit:

W I T N E S S E T H:

[return to Index](#)

The undersigned hereby declare that all of the Property (as hereinafter defined) shall be held, sold and

conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with, the real property, shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs,

successors and assigns, and shall inure to the benefit of each owner thereof, the Estates of RiverTree Owner's Association, Inc., and their respective heirs, executors, successors and assigns.

ARTICLE I

DEFINITIONS

[return to Index](#)

Section 1: "Association" shall mean and refer to The Estates of RiverTree Owner's Association, Inc., a Texas non—profit corporation, its successors and assigns. The Association shall have all those powers, duties and responsibilities set out herein, and such other powers, duties and responsibilities not inconsistent herewith provided for in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its members. [see also [BL 1, 1.01](#)]

Section 2: "Committee" shall mean and refer to the Architectural Control Committee designated and constituted as provided herein.

Section 3: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation. [see also [BL 2, 2.09](#)]

[return to Index](#)

Section 4: "Plat" shall mean and refer to both (A) the subdivision plat for RiverTree Subdivision, Phase I, recorded in Volume 1, Pages 105-107, of the Plat Records of Real County, Texas, and (B) the subdivision plat for RiverTree Subdivision, Phase II, recorded in Volume 1, Pages 108-109, of the Plat Records of Real County, Texas. [see also [BL 2, 2.06](#)]

Section 5: "Property" shall mean and refer to all of the land shown and described on the Plat. [See also [BL 2, 2.02](#)]

Section 6: "Lot" shall mean and refer to each lot shown or designated on the Plat of RiverTree Subdivision to which map or plat reference is here made for all purposes and any additional lots shown or designated upon any subsequent replat of any lot shown on the Plat. [see also [BL 2, 2.05](#)]

Section 7: "Common Area" shall mean all property together with any improvements thereon owned by the Association for the common use and benefit of the Owners. The Common Area shall include and be limited to the land designated on the Plat or any replat as "Common Area" including the

“Hike and Bike Trail Common Area” and the private streets shown on the Plat (or any replat). [see also [BL 2, 2.01](#)]

[return to Index](#)

—2—

[return to Index](#)

Section 8: “Declarant” shall mean and refer to The Estates of River Tree, Ltd., a Texas limited partnership, and its successors and also its assignee if such assigns are designated in writing as i~n assignee of the rights of Declarant set forth herein. [see also [BL 2, 2.04](#)]

Section 9: “Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions. [see also [BL 2, 2.07](#)]

Section 10: “Water Company” shall mean either an investor-owned utility or a water supply corporation regulated by the Texas Natural Resource Conservation Commission (“TNRCC”), which will own the central water system servicing the Property.

ARTICLE II

USE RESTRICTIONS

Section 1: Limited Use: Each lot shall be restricted to the residential and limited commercial uses permitted herein. No other uses are permitted.

Section 2: Residential Use:

[return to Index](#)

A. Construction. No building shall be erected, altered or permitted to remain on any Lot (or any resubdivision thereof) other than one single-family residential dwelling not exceeding two (2) stories in height, which may have a private garage, carport, up to two (2) bona fide servants’ or guest quarters, shop building (s) and storage building (s). On Lot(s) containing two (2) or more acres of land, there is also permitted structures designed to accommodate ratites, poultry or livestock, as permitted herein. None of such structures shall exceed the main residential dwelling in height.

B. Motor Homes. Further, motor homes may be occupied for residential use on a temporary basis not to exceed four (4) months in any one stay on the following Lots only: Lots 2, 3, 4, 5, 7, 8, 9 and 10, Block 1, and Lots 1, 2, 3, 4, and 5, Block 2 of Phase I, as shown on the Plat Any motor home located on any such Lot (whether or not occupied) for more than four months is required to be removed from the subdivision or parked unoccupied on Lot 6, Block 1, Phase I (or such other location as may be designated by the Committee) for not less than thirty days between each such occurrence.

[The following paragraph is totally replaced by the third Amendment. The main change is highlighted below. To read the change, click [GO](#).]Short term, continuous occupancy of a motor home,

not to exceed 30 days in one stay, will, be allowed on the remainder of the subdivision, subject to approval by the Committee as to location; **provided however, the Committee may not allow such location in close proximity to any residential structure being used as a primary residence (as opposed to weekend or resort use).** At the earlier of (A) cessation of continuous occupancy by Owner or Owner's guest or (B) at the expiration of 30 days, the motor home

[return to Index](#)

—3—

must be removed from the Lot and either 1) parked unoccupied on Lot 6, Block 1, Phase I (or such other location as may be designated by the Committee) or, 2) removed from the subdivision.

As used herein, "motor home is defined to include the following:

[return to Index](#)

(1) a motor vehicle which is designed to provide temporary living quarters and which is built onto as an integral part of, or is permanently attached to, a motor vehicle chassis and otherwise satisfies the requirements or definition of a "motor home" under the Motor Vehicle Commission Code of the State of Texas, Art. 4413(36), as the same may be amended;

(2) recreational travel trailers designed to be towed by an ordinary motor vehicle; and

(3) camper trailers (including "pop-ups").

"Motor home" does not include a mobile home or manufactured home, and no mobile home or manufactured home may be permitted on the Property.

C. Storage Buildings. Storage buildings, as approved by the Committee, may be constructed prior to construction of the primary residence.

[return to Index](#)

Section 3: Limited Commercial Uses: The limited commercial uses of orchards, vegetable, herb, or flower farms, hay farms, small cottage industries, and the raising of ratites, poultry or livestock (as limited hereby) are permitted on any Lot(s) containing not less than two (2) contiguous acres of land as long as such activity is in conjunction with residential use and does not attribute to the Lot(s) any appearance of a commercial or nonresidential use and no sign other than a name sign not to exceed three (3) square feet in size is displayed.

As used herein, "ratites" means emus, rheas and ostriches; "poultry" means domestic fowl; and "livestock" means cattle, horses, sheep and goats. Hogs and swine are not permitted and are not included in the definition of "livestock".

Permitted livestock shall be limited to one (1) animal unit for each two (2) acres of land.

All ratites, poultry and permitted livestock shall be confined within fences, pens or buildings suitable for the particular species and not allowed to run loose.

Further, Lot 6-A, Block 1, of Phase I, may be used for a water works plant and facility and for

storage of related equipment.

[return to Index](#)

—4—

[return to Index](#)

Section 4: Non-Owner Occupancy of Residence: When a Lot is used as a primary residence by persons other than the Owner thereof, the Owner shall deliver to such occupants a complete copy of this Declaration.

Section 5: Architectural Control: The Architectural Control Committee (“Committee”) is hereby created and shall consist of three (3) persons subject to appointment and removal by Declarant until such time as Declarant has sold 80% of the Lots in the subdivision, as shown on the Plat; and thereafter appointment and removal of the three (3) persons shall be by the Board of Directors of the Association. Declarant reserves the right to delegate the power of appointment and removal to the Board of Directors at such earlier time as Declarant deems advisable. Neither the Declarant nor the Association nor the Committee nor the individual members thereof shall be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. All actions of and by the Committee shall be by a majority vote of the Committee’s members; provided, however, that the three (3) Committee members may appoint one of the members to act on behalf of the Committee as to all matters other than variances permitted by this Declaration.

No buildings, walls, hedges, fences or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot or Common Area until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Committee, as to size, roof pitch, exterior type and quality of material, harmony of external design, materials and color scheme with existing and proposed structures and as to location with respect to topography and finish grade elevation and otherwise as to compliance with this Declaration. As to color scheme, colors shall be “earth tone” or comparable colors approved by the Committee. Any portion of the exterior of an improvement that is other than brick or stone shall be stained or painted. All dwelling structures must be built on site and **all metal exterior materials shall be galvalume or better grade and durability. [THIS HAS BEEN CHANGED BY AMENDMENT 1-- TO READ THE CHANGE CLICK GO]** The exterior of any approved structure shall be completed within six (6) months after the date in which construction begins or material placed on the building site, which ever occurs first. The approval of any construction that is not commenced within six (6) months after approval by the Committee shall be void.

[return to Index](#)

Further, except to the extent otherwise permitted by this Declaration, no motor home shall be placed on any lot unless and until approved by the Committee as to location, as provided elsewhere in this Declaration.

5—

[return to Index](#)

In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The approval or lack of disapproval by the Committee shall not be deemed to constitute any warranty or representation by such Committee including, with limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Notwithstanding anything to the contrary herein contained, a majority of the Committee is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of a majority of the Committee, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole.

[return to Index](#)

The Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate in connection with its consideration of a request for a variance. If a majority of the Committee shall approve such request for a variance, the Committee shall evidence such approval, and grant its permission for such variance. only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the time limitation of such approved variance, if any, the type of alternate materials to be permitted, or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by a majority of the then members of the Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Committee; or (b) failure by the Committee to respond to the request for a variance. In the event the Committee or any successor to the authority thereof shall not then be functioning and/or the term of the

Committee shall have expired, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except at the discretion of the Committee.

[return to Index](#)

-- 6 --

[return to Index](#)

Section 6: Minimum Square Footage Within Residential Improvements: The living area of the main residence structure (exclusive of porches, garages and servant's quarters) shall not be less than (A) one thousand two hundred (1,200 square feet for Lots 1 through 23, Block Seven (7), in Phase II of the subdivision, as shown on the Plat, and (B) five hundred square feet for Lots 2, 3, 4, 5, 7, 8, 9 and 10, Block One (1), and Lots 1, 2, 3, 4, and 5, Block Two (2) in Phase I of the subdivision, as shown on the Plat and (c) eight hundred (800 square feet for the remainder of the subdivision. The above restrictions shall not apply to motor homes approved by the Committee and used for temporary occupancy, as permitted and provided elsewhere in this Declaration.

Section 7: Location of Improvements Upon the Lot: Front yard setbacks for buildings and other improvements shall be not less than twenty-five (25) feet from the street right-of-way line; and side yard and rear yard setbacks shall not be less than fifteen (15) feet from the side property lines; provided that no structure intended to house any ratites, poultry or livestock shall be closer than fifty (50) feet to any dwelling or to any rear or side Lot line. Further, no improvements (including fencing, shrubbery, landscaping or other improvements) shall be placed on any area designated on the Plat (or any replat) as "Hike and Bike Trail Common Area" that obstructs the common access and use of said areas. [see also [D II, 15](#)]

[return to Index](#)

As used herein, "front yard" shall mean and refer to that part of each Lot from the adjacent street right-of-way line to the front building setback line; and on corner Lots, the front yard shall be all that area on both adjacent street rights-of-way to the building setback line of each such Lot.

Section 8: Adjoining Lots and Resubdivision:

A. Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such site, in which case side setback lines and utility easements as provided in this Declaration shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded Plat. Any such proposed composite building site(s) must be approved in writing by the Committee.

B. Resubdivision or Replat. A Lot may be resubdivided provided each of the resubdivided Lots either (1) contains not less than one (1) acre of land and has street frontage of not less than one hundred (100) feet, or (2) is joined with an existing adjacent Lot to create a new Lot.

[return to Index](#)

—7—

Section 9: Easements. Easements for utilities are as shown and provided for on the Plat and no structure of any kind shall be erected upon any of said easements. Neither the Association, nor any utility company using the easements, shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

[return to Index](#)

A blanket easement is hereby created on all Lots and the Common Area for ingress and egress, installation, repair, construction, replacement and maintenance of all utilities, including but not limited to, water, telephone and electricity. In the event that any utility company or other entity or person furnishing a service covered by the general easement herein provided requests a specific easement on the Property by separate recordable instrument, the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof, provided that the granting of any such easement does not adversely affect any mortgage theretofore given to secure either a purchase money or improvement loan on any Lot affected by such easement.

Without limiting the foregoing, a blanket easement is hereby created in favor of the Declarant and its assigns over the Property (including the private streets comprising a part of the Common Areas) for access through the Property and for the inspection, maintenance, repair, replacement, construction, reconstruction and operation of the water storage and water distribution lines and system within the Property, the title to which water storage system and water distribution system is to be conveyed to the Water Company by Declarant.

[return to Index](#)

Section 10: Prohibition of Trade and Offensive Activities: Except as provided in Article II, Section 3 above, no Lot or any improvement(s) thereon shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner or tenant of an Owner from rendering professional services of a purely personal nature as long as services do not attribute to the Lot any appearance of a commercial or non-residential use and no sign of any nature is displayed.

Section 11: Use of Temporary Structures: Except for motor homes on a temporary basis as set forth in Article II, Section 2, no structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall not be permitted on any Lot. Notwithstanding anything to the contrary herein contained, temporary structures or trailers may be used by Declarant or its assigns as storage and for sales offices during

[return to Index](#)

—8—

[return to Index](#)

construction periods. Such structures or trailers shall be sightly and shall be removed immediately after completion of construction and shall be subject to the prior approval of the Committee.

Section 12: Storage of Automobiles, Boats, Trailers and Other

Vehicles: Except only for storage permitted by the Committee within the Common Area which may be designated for such purposes by the Committee, no boat trailer, boats, travel trailers, inoperative automobiles, campers, motor homes or vehicles of any kind shall be semi-permanently or permanently stored on the Common Area, Common Area streets or within any building setback lines. Storage of such items and vehicles must be screened from public view, within the garage or such other such area as may be from time to time designated and approved by the Committee. All such storage in an area designated by the committee shall meet all conditions of storage as approved by the Committee.

Section 13: Mineral Operation; No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Common Area, nor shall any tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot or Common Area. No derrick or other structures designated for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or Common Area.

[return to Index](#)

Section 14: Animal Husbandry: Except as permitted in Article II above, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. All pets shall be on leash(es) at all times except when they are confined within the premises on the Lot of the Owner.

Section 15: Walls, Fences and Hedges: No wall, fence or hedge shall be erected or maintained within the front yard setback line of a Lot or that obstructs access to any Hike and Bike Trail Common Area. No side, or rear fence, wall or hedge shall be more than seven feet (7') in height. Any wall, fence or hedge erected on a Lot shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. No walls fences and/or hedges shall be erected or maintained on any Lot within the Property without the prior written consent of the Committee.

Section 16: Storage of Materials; Accumulation of Trash, Etc.: Owners shall in no event use any Lot for storage of material and equipment except for normal residential or permitted commercial requirements or incident to construction of improvements thereon as herein permitted. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size

[return to Index](#)

[return to Index](#)

and style approved by the Committee. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials is prohibited. . In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days□ written notice thereof, the Association or its assigns may, without being under any duty to so do or liability, in trespass or otherwise, for so doing, enter upon said Lot, and remove or cause-to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may assess the owner or occupant of such Lot for the actual cost of such work including legal fees incurred by the Association in connection with such default and assessment. The Owner or occupant, as the case may be, agrees by the purchas~ or occupation of the Lot to pay such statement immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall be added to and become a Special Assessment on such Lot.

Section 17: Signs. Advertisements, Billboards: No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot, except for signs as permitted under Article II, Section 3, and except for signs not larger than three (3) square feet advertising a Lot for sale or rent. The Association, or its assigns, shall have the right to remove any such prohibited sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

[return to Index](#)

Notwithstanding anything to the contrary herein contained, Declarant or its assigns may, as long as it owns property in the Subdivision, (A) maintain signs at the Highway 83 entry to the Property and on Lot 1, Block 1, Phase I, and (B) maintain in or upon such portion of the Property as Declarant may determine, offices, storage areas, model units and signs (directional or otherwise) not, larger than three (3) square feet for each such sign face. Declarant also may use, and permit builders (who are at the relevant time constructing and selling residential buildings in the Subdivision) to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant□s permission under this sentence shall be operative and in effect only during the construction and sales period.

Section 18: Antenna: Except only for satellite antennae not to exceed eighteen (18) inches in diameter, no antenna or other devise of any type for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected, constructed, placed or permitted to remain on any Lot, houses, buildings or structures.**[THIS SECTION IS TOTALLY REPLACED BY AMEND. 1.—CLICK [GO](#)]**

[return to Index](#)

[return to Index](#)

Section 19: Utility Services; Water service is to be provided to each Lot by way of a water distribution system to be transferred by Declarant to the Water Company as hereinafter provided. The distribution system to the point of connection at the meter of each user shall be the property of and shall be operated and maintained by the Water Company. That portion of the distribution system from the meter to the Owner's property shall be owned and maintained by the Owner. Water service to each Lot shall be limited to service from the Water Company's central water distribution system and shall not be serviced by any private water wells, or other water system.

However, any Lot containing 2.75 acres or more may have a private water well solely for irrigation and watering of ratites, poultry or livestock Residential water use is limited to service from the Water Company's system. The drilling of private water than wells is prohibited on Lots containing less 2.75 acres. Private water wells shall not be cross-connected to the water lines served by the Water Company's distribution system.

[AN ADDITIONAL PARAGRAPH REQUIRING PRIOR APPROVAL BY THE COMMITTEE WAS ADDED BY AMENDMENT 1 – TO READ IT CLICK [GO](#)]

Sanitary sewer service shall be by separate septic facilities owned and maintained by the Owner in compliance with all applicable laws, rules and regulations.

[return to Index](#)

Section 20: Maintenance: The Owners shall be responsible for the maintenance of the exterior of all buildings, homes and appurtenant structures at a standard in keeping with the level of such maintenance exhibited by a majority of the improvements on the Property, and such Owners shall be responsible for maintenance and repairs to roofs, glass in windows and doors, and for all structural matters, as well as plumbing, electrical equipment, foundation maintenance and repairs, landscaping, all improvements on Owner's Lot and the driveways extending from Owner's Lot to the street, and the regular mowing of grass and weeds and removal of flood debris. In the event of default on the part of the Owner or occupant or any Lot in observing the above requirements or any of them, such default continuing after thirty (30) days written notice thereof, the Association or its assigns may, without being under any duty to so do or liability in trespass or otherwise, for so doing, enter upon said Lot and the driveways extending from Owner's Lot to the street, and perform such maintenance, repairs and landscaping or do any other thing necessary to secure compliance with these restrictions as stated in this paragraph. The Association may assess the Owner or occupant of such Lot for the actual cost of such work and legal fees incurred in connection with such default and assessment. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a Special Assessment on such Lot.

[return to Index](#)

[return to Index](#)

Section 21: Care of Yards and Common Area: The Owner shall be responsible for design, maintenance and upkeep of his yard, shrubs and trees. The Association shall be responsible for design, maintenance and upkeep of all Common Areas, including those areas designated on the Plat (or any replat) as “Hike and Bike Trail Common Area”.

Section 22: Clearance of Lots: All Lots upon which there has occurred a fire or other casualty shall be cleared of all damaged improvements within **six** (6) months of the occurrence of the casualty.

Section 23: Firearms: No Owner shall use or discharge or permit the use or discharge, on or from his Lot or elsewhere on the Property, any pistol, rifle (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other devise capable of killing or injuring or causing property damage.

Section 24: Wildlife Sanctuary: All of the Property is designated as Wildlife Sanctuary. No killing of wildlife or birds by any means shall be permitted.

[return to Index](#)

Section 25: No Excavation: No excavation shall occur on any Lot or Common Area for removal of soil, rock, gravel, or other substance of any kind except as necessary for construction of improvements and construction and maintenance of road and utility services as permitted by this Declaration.

Section 26: No Engines: No gasoline or other internal combustion engines are permitted to operate on any part of the river or other waterways within or adjacent to the boundaries of the Property.

Section 27: Ponding: No modification of the existing topography of a Lot (whether by fill, placement of improvements, grading, beams or other method or means) shall be permitted that would result in the ponding or accumulation of surface drainage water along any street or upon or across any adjoining Lot.

Section 28. Other Activities and Uses: The following activities and uses are prohibited.

- (a) Maintenance and repair of any vehicles, boats, motorcycles or trailers, unless performed in an Owner’ s enclosed garage or other enclosed structure.
- (b) The storage of trash cans where exposed to public view.
- (c) The operation of any four wheeler, all-terrain vehicle, motorcycle or other motorized vehicle (other than electric carts)

[return to Index](#)

[return to Index](#)

on any of the Bike and Bike Trails Common Area, or on any of the other Common Area other than the private streets in the subdivision.

(d) Operation of any above ground butane, propane or other compressed gas tanks except as an accessory to a motor home, or an accessory to outdoor cooking grills or as camping equipment for temporary use.

(e) Any activity or use or the erection or maintenance of any structure which violates in any way any law, statute, ordinance, regulation or rule of any Federal, State, County or governmental entity.

ARTICLE III

THE OWNERS ASSOCIATION OF RIVERTREE SUBDIVISION

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Lots in the Property shall become and remain a member in good standing of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot. Ownership of such Lot shall be the sole qualification for membership. The membership held by any Owner shall not be alienated, transferred or pledged in any way except by the sale or encumbrance of such Lot and, then, only to the purchaser or mortgagee of such Lot.

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

Class A. Except as provided under “Class B” below, each Owner as defined in Article I shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot. Holders of future interests not entitled to present possession (excepting Owners of Lots which are rented or leased to others) shall not be considered as Owners for the purposes of voting hereunder.

[return to Index](#)

Notwithstanding the above, an Owner of two (2) or more adjacent Lots may elect to combine all such Lots into one “Lot” (herein sometimes called a “Combined Lot”) for the purpose of voting rights and assessments under this Declaration. Election shall be made by written request to the Association, with proof of ownership to each adjoining Lot in the name of Owner. Once accepted by the Association, the Combined Lot thereafter shall be limited to one vote and shall be subject only to assessment as if the Combined Lot was only one (1) Lot. Thereafter, should one or

[return to Index](#)

[return to Index](#)

more Lots comprising such Combined Lot be transferred to another Owner, the status of the transferred Lot(s) and other Lot(s) for voting and assessments thereafter will cease to be a Combined Lot. If a Combined Lot is created, the change in voting rights and assessment obligations to a Combined Lot basis shall not become effective until January 1 of the calendar year following acceptance by the Association.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to five (5) votes for each Lot in which such member holds the full fee interest, provided that the Class B membership shall cease and convert to Class A membership when Declarant has sold 80% of the Lots, as shown on the Plat (or any replat thereof).

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS AND CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each present Owner hereby covenants and agrees (and each subsequent Owner by acceptance of a deed to a Lot, whether or not expressed in such deed, shall be deemed to covenant and agree) to pay the Association: (1) Regular Assessments; (2) Special Assessments pursuant to Article II Sections 15 and 19 hereof; and 3) Special Assessments for capital improvements. Such Assessments shall be established and collected as hereinafter provided. All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien and charge upon the lot against which each such Assessment is made, which shall bind and be a continuing charge upon such Lot. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation and debt of the person who was the Owner of the Lot at the time when the Assessment fell due.

[Amended by Second Amendment by adding an additional paragraph. To read the addition click [GO.](#)]

Section 2: Purpose of Assessments: The Assessments, and all funds derived therefrom, shall be used exclusively for (i) the maintenance, repair and care of the Common Areas (including recreational areas and private streets), and improvements to or on the Common Areas and Lots for which the Association is herein given responsibility; (ii) the furtherance and fulfillment of the purposes of this Declaration and other herein provided responsibilities of the Association; (iii) the promotion of the recreation, health, safety and welfare of the Owners of the properties; and (iv) administrative costs and other costs and expenses of the Association, which costs and expenses may include fidelity insurance for acts of directors, managers, officers and employees of the Association responsible for the handling of Association funds; liability insurance covering the Common Area and all damage and injury caused by the negligence of the Association, its employees and agents; mowing grass, caring for the grounds and

[return to Index](#)

[return to Index](#)

for any swimming pool, recreational building and equipment that may be placed upon the Common Area; landscaping; garbage pickup; outdoor lighting; security service for the Property; any water and sewer service that may be furnished to, by or through the Association; maintenance and improvement of Hike and Bike Trail Common Area as shown on the Plat (or any replat); discharge of any liens on the Common Area; payment of fees to managing agents, accountants, attorneys and other parties providing professional and/or other services to the Association in connection with the performance of the Association's duties and responsibilities; and other charges required by this Declaration or other charges that the Association is authorized to incur which the Association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, replacement and other charges as specified herein (herein collectively called "Association Expenses").

All assessments paid to the Association and any other income to the Association for fees for use of any Common Area shall be used only for the purposes herein provided.

Section 3: Regular Assessments: Regular Assessments include both the Monthly Assessment and the Transfer Fee Assessment set forth herein.

[return to Index](#)

A. Monthly Assessment. Until changed in accordance herewith by the Association, the amount of the Monthly Assessment for all Lots shall be TWENTY AND NO/100 DOLLARS (\$20.00) per Lot (including a Combined Lot established under Article III, Section 2) per month; provided that no assessment shall apply to a Lot owned by Declarant until 80% of all Lots have been sold by Declarant.

B. Transfer Fee Assessment. In addition to the above monthly assessments each Owner (exclusive of Declarant) shall pay to the Association a Transfer fee of \$50.00 upon conveyance of a Lot or a Combined Lot.

C. Discount. The Association may allow a discount for prepayment of Monthly Assessments under such terms and conditions as may be approved by the Association.

D. Uniform Rate of Assessment. Both Regular and Special Assessments shall be fixed at a uniform rate (on a Lot basis or a Combined Lot basis) and shall commence and be due in accordance with the provisions hereof.

Section 4: Collection of Regular Assessments: The Monthly Assessments shall be payable on the first day of each and every calendar month unless the Association shall by a majority vote determine that the Monthly Assessment shall be payable on a quarterly basis on such dates as the Association shall designate.

[return to Index](#)

[return to Index](#)

The Regular Assessments (Monthly and Transfer) may be changed by the Board of Directors from time to time.

The Monthly Assessments shall be fixed by the Board of Directors of the Association at an amount calculated to cover in advance the anticipated actual costs of fulfilling the obligations, duties and responsibilities of the Association.

The Association shall be entitled to assess a one-time late fee charge in the amount of ten percent (10%) of the Monthly Assessment on any assessment that is fifteen (15) or more days past due.

In fixing the amount of the Monthly Assessments, the Board of Directors of the Association may, but shall not be required to, add reasonably anticipated depreciation and necessary replacement and repair of capital assets and improvements and may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefor.

Section 5: Special Assessments Under Article II: In addition to any Regular Assessments, the Association may levy Special Assessments on a Lot and the Owner thereof pursuant to Sections 15 and 19 of Article II of this Declaration.

[return to Index](#)

Section 6: Special Assessments for Capital Improvements:

Notwithstanding anything to the contrary herein contained, and in addition to the Regular Assessments authorized above, the Association may levy in any calendar year one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Special Assessments not to exceed \$100.00 per Lot (or per Combined Lot) per year may be approved and levied by the Board of Directors of the Association. Any Special Assessment in excess of \$100.00 per Lot (or Combined Lot) per year shall require the assent of two-thirds (2/3rds) of the votes of the members of the Association either in person at a regular or special meeting called for that purpose, or by proxy executed in writing by the member or by his duly authorized attorney-in-fact, as permitted by Article 1396-2.13 of the Texas Non-Profit Corporation Act.

Section 7: Date of Commencement of Regular Assessments: Due Dates: The Monthly Assessments provided for herein shall commence on the date of sale of a Lot from Declarant to another Owner; and as to Lots owned by Declarant, when Declarant has sold 80% of the Lots as shown on the Plat.

[return to Index](#)

[return to Index](#)

The Association shall fix the amount of the Regular Assessments for the 1996 and subsequent calendar years at least thirty (30) days in advance of each such calendar year. Failure of the Association to meet or to fix the amount of the Regular Assessments as herein provided shall be deemed to constitute a setting of the amounts at the levels fixed for the previous calendar year. Written notice of any change in the Regular Assessments shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8: **Effect of Nonpayment of Assessments: Remedies of the Association: All payments shall be made to the Association at its place of business in Real County, Texas, or at such other place as the Association may direct. Any assessment not paid within fifteen (15) days of its due date shall be subject to a one-time late fee of ten percent (10%) of the past due assessment amount. Any assessment not paid within thirty (30) days after the due date shall bear interest from such thirtieth date until paid at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved; and interest costs and attorney fees of any such action shall be added to the amount of the assessment. In no event shall the Association be liable to any Owner or other person or entity for failure to inability to enforce or attempt to enforce collection. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. Further, the powers and enforcement granted to the Association in this paragraph shall be cumulative of, and shall be in addition to, all other remedies and powers of the Association. [Section 8 is completely replaced in the Second Amendment. To read the change, click [GO](#).]**

Section 9: **Foreclosure:** Upon compliance with the notice provisions set forth herein below, the Association may foreclose the assessment lien against any Lot. Each undersigned Owner, and each subsequent Owner by his acceptance of a deed to a Lot, expressly grants and vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Section 51.002 of the Property Code of the State of Texas, and each undersigned Owner (and each subsequent Owner by acceptance of a deed to a Lot) expressly grants to the Association a power of sale in connection with said lien. The lien herein provided for shall be in favor of the Association for the

[return to Index](#)

[return to Index](#)

benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder.

Notice of Lien: **[This paragraph is replaced by the Second Amendment. To read the change, click [GO.](#)]** **No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Real County. Said notice, of claim must recite a good and sufficient legal description of any such Lot, the record owner or reputed owner thereof, the amount claimed (which may, at the Association's option, include any late charge and interest on the unpaid assessment as herein provided, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.**

Foreclosure Sale: Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas, as the same may be amended from time to time, or in any other manner permitted by law. The Association, through duly authorized agents and on behalf of the Owners, shall have the power to bid on the Lot at foreclosure sale and .to acquire and hold, mortgage and convey the same as hereinabove provided.

[return to Index](#)

Section 10: Subordination of Lien to Mortgages: **[This section is replaced by the Second Amendment. To read the change, click [GO.](#)]** The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for tax liens, liens for purchase money and/or development costs and all first deed of trust liens of record (which shall include a deed of trust that secures a debt secured by a first deed of trust lien, including "wraparound" and "all inclusive" financing), which liens for such purposes shall be superior to the assessment liens herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. The Association shall have the power to subordinate the assessment lien to any other lien, and to extinguish such lien and the underlying debt, such powers being entirely within the discretion of the Association. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien therefor, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

[return to Index](#)

[return to Index](#)

Section 11: Insurance: The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all the Common Area, and all damage or injury caused by the negligence of the Association or any of its employees or agents. Such comprehensive public liability policy shall have coverage of not less than \$1,000,000 per occurrence for personal injury and/or property damage; and also shall contain a clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner. The Association also may obtain and maintain fidelity insurance for the acts of its directors, officers, manager, volunteers and employees responsible for the handling of funds collected by the Association as provided herein, which shall be in an amount not less than one and one-half times the Association's estimated annual operating expenses and reserves. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written the name of the Association as the insured for the benefit of the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance.

[return to Index](#)

Section 12: Board of Directors: The affairs of the Association shall be managed by the Board of Directors of the Association, as provided in the Bylaws of the Association. The initial Board of Directors of the Association shall be appointed by Declarant; and such initial Board of Directors shall serve until Declarant has sold 80% of the Lots as shown on the Plat, at which time the members of the Association shall elect a new Board of Directors, all as more particularly set forth in the Bylaws of the Association. [see also [BL 5, 5.01](#)]

Section 13: Meeting and Voting: The manner of meeting and voting of the Association shall be governed by the Bylaws thereof.

ARTICLE V

WATER SYSTEM

Declarant is in the process of constructing a water system for the Property. After completion, and approval by the TNRCC, Declarant will transfer and assign the water system to the Water Company, including all water storage and water well facilities, and all water distribution lines and systems, including all water storage and water well equipment and related facilities providing water service to the Property. Thereafter, the water storage and distribution system and all income therefrom will be owned by the Water Company.

[return to Index](#)

[return to Index](#)

ARTICLE VI

GENERAL PROVISIONS

Section 1: Enforcement: The Association, Declarant, the Committee, any Owner, and the Commissioners Court of Real County, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3: Members Easement of Enjoyment: Every member of the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenance to and shall pass with the title to every Lot. All such rights and easements shall be subject to the following provisions: [return to Index](#)

(a) The automatic suspension of voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

(b) The right of the Association to suspend the right to use any recreational facility or Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations which rules and regulations may be adopted by resolution of the Association from time to time.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the members agreeing to such dedication or transfer has been filed of record in the Real Property Records of Real County, Texas, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days in advance of any action taken.

(d) The right of the Association to make rules and regulations concerning the use by members of the Common Area, all on such terms as the Board of Directors of the Association may determine, including without limitation the right of the Association to institute regulations and rules with respect to construction of any storage facilities.

[return to Index](#)

[return to Index](#)

(e) The right of the Association to collect and disburse funds as set forth in Article IV.

(f) The right of the Association to borrow money as necessary or desirable to perform its functions hereunder, and to mortgage and/or pledge the Common Area and improvements thereon, accounts receivable and assessment liens as security for such loans upon the approval thereof by members entitled to cast two-thirds (2/3rds) of the votes of the Association; provided, however, that the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

(g) The right (but not the obligation) of the Association to adopt, implement and maintain for the Property a private security system, a garbage collection system and an exterior lighting system for all private streets, consistent with applicable laws.

(h) The right of the Association to establish rules and regulations governing traffic and parking on the private streets and parking areas within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations.

[return to Index](#)

(i) The right of the Association to regulate noise within the Property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise.

(j) The right of the Association to control the visual attractiveness of the Property.

Section 4: Transfer of Common Area: The Common Area will be conveyed by Deed from the Declarant to the Association.

Section 5: Delegation of Use: Subject to the By-laws of the Association, any owner may delegate his right of enjoyment to the Common Area and facilities only to resident members of his family, the Owner's guests, and tenants and contract purchasers who reside on the Property.

Section 6: Reimbursement by the Association: In the event that the Declarant bears any cost and expense, on behalf of the Association, incident to and necessary to effectuate the performance and discharge by the Association of its duties, obligations and responsibilities hereunder, then Declarant shall be reimbursed the full amount of the direct expense incurred, upon demand by Declarant after the Association shall have collected sufficient assessments from the Owners with which to reimburse Declarant there for.

[return to Index](#)

[return to Index](#)

Section 7: **[This Section is totally replaced by the Fourth Amendment. To read the new rules for amending the Declarations, click [GO](#)] Amendment** : The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty-five (35) years from the date this Declaration becomes effective, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-five (35) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the total votes of each class of membership of them Association. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed of record in the Real Property Records of County, Texas.

Section 8: Amendment by Declarant: The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed of record, for the purpose of correcting any typographical or grammatical error or ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 9: Annexation: Additional property and Common Area may be annexed to the Property with the consent of two-thirds (2/3rds) of the total votes of each class of membership of the Association.

[return to Index](#)

Section 10: Interpretation: If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is **not nearly** in accordance with the general purposes and objectives of this Declaration shall govern. **[THIS WAS OBVIOUSLY A MISTAKE AND WAS CHANGED BY AMENDMENT 1. TO READ THE CHANGE, CLICK [GO](#)]**

Section 11: Omissions: If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 12: Validity: If any one or more of the provisions of this Declaration are declared unenforceable in whole or in part, the remainder this Declaration shall not be affected thereby and shall remain in full force and effect.

Section 13: Notice of Private Streets: All streets in the Property are private streets and constitute a part of the Common Area owned by the Association. Neither Real County, Texas nor any

[return to Index](#)

[return to Index](#)

other governmental agency has any responsibility for the repair, improvement or maintenance of said streets. The responsibility for same is upon the Association, as provided hereinabove.

ARTICLE VII

DISPUTE RESOLUTION

In the event there is any dispute by and between two (2) or more Lot Owners, or by and between any Lot Owner and the Declarant, or by and between any Lot Owner and the Association, or by and any Lot Owner and the Committee, such dispute shall be settled by the specific provisions of these covenants, Conditions and Restrictions; otherwise, any and all such disputes shall be settled by the Association.

Prior to instituting any court proceeding to enforce or interpret this Declaration and as a condition precedent thereto the parties to such dispute must submit the issue to mediation on the following terms and conditions:

(a) Meeting of the Parties. A meeting shall be held promptly between the parties (and in any event within 20 days after the dispute arises) attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

[return to Index](#)

(b) Selection of Mediator. If, within ten (10) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”). If within such 10-day period the parties do not agree upon the appointment of the neutral, each party will select a neutral and the two selected neutrals will select a third neutral, and all three shall serve as the “neutral” as used herein. The fees of the neutral(s) shall be shared equally by the parties.

(c) ADR. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) with which they will attempt to resolve the dispute, and time and place for the ADR to be held, with the neutral(s) making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 10 days after selection of the neutrals).

(d) Process. The parties agree to participate in good faith the ADR to its conclusion as designated by the neutral(s). All meetings, ADR mediation conferences and other proceedings shall be in Leakey, Real County, Texas.

This Declaration shall be effective when the same is filed of record in the Real Property Records of Real County, Texas.

[return to Index](#)

[return to Index](#)

Volume 27 Page 574
Real Property Records
Real County, Texas

FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF REAL §

[return to Index](#)

WHEREAS, THE ESTATES OF RIVER TREE, LTD., a Texas limited partnership, as Declarant, joined by not less than seventy-five percent (75%) of the total votes of Class A of The Estates of RiverTree Owners' Association, Inc. (the "Association"), has previously executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the RiverTree Subdivision (the "Declaration") recorded in Volume 23, Pages 399-432, of the Real Property Records of Real County, Texas, which Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Declaration provides the same may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the total votes of each class of membership of the Association; and

WHEREAS, the Declarant and the other undersigned Owners desire to amend the Declaration as hereinafter provided;

[return to Index](#)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS. that the undersigned, THE ESTATES OF RIVER TREE, LTD., a Texas limited partnership, the owner of all the votes of Class B of the Association, and the other undersigned Owners, the owners of not less than seventy-five percent (75%) of the total votes of Class A of the Association, hereby amend the Declaration as follows:

1. Article II, Section 5: Architectural Control. The following paragraph is added to Article II, Section 5 (Architectural Control) of the Declaration:

"The exterior of all structures must be brick, stone, stucco, cedar or other exterior siding approved by the Committee; provided, however, that no metal exterior (other than roofs) will be permitted. Any other reference in this Section 5 to "metal exterior materials" is limited to roofing. The foregoing restrictions on exterior siding do not apply to the existing structures situated on Lot 1, Block IV, of River Tree Subdivision, Phase I, being a part of the Common Area."

2. Article II, Section 18: Antenna. Section 18 of Article II of the Declaration is amended and restated in its entirety to read as follows:

[return to Index](#)

“Section 18: Antenna: Except only for satellite antennae not to exceed eighteen (18) inches in diameter, no antenna or other device of any type for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected, constructed, placed or permitted to remain on any Lot, houses, buildings or structures; PROVIDED, HOWEVER, that the Committee, in its discretion, may permit the installation and maintenance of antennae or other devices for the transmission or reception of radio signals only if the antenna or other device is (i) well screened by trees, to the fullest extent feasible, and in harmony with existing structures in the immediate vicinity, as determined by the Committee, and (ii) otherwise approved by the Committee as to location and design. No such radio antenna or device shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved in writing by the Committee as complying with the foregoing requirements.

3. Article II, Section 19: Utility Services. The following paragraph is added to Article II, Section 19 (Utility Services) of the Declaration:

“The location of any such private water well must be approved in advance by the Committee in writing and no private water well will be allowed that, in the opinion of the Committee, might interfere with or impair to any extent any existing or proposed water well operated or to be operated by Declarant or by the Water Company and providing service to the RiverTree Subdivision. No such private water well shall be installed, or any changes made after original construction, until the construction plans showing the location of the private water well and any well, house have been submitted to and approved in writing by the Committee.”

4. Article VI, Section 10: Interpretation. Article VI, Section 10 (Interpretation) of the Declaration is amended and restated in its entirety to read as follows to correct typographical errors:

“Section 10: Interpretation: If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting

[return to Index](#)

[return to Index](#)
interpretations, then the interpretation most nearly in accordance with the general purposes and objectives of this Declaration shall govern.”

Except as herein expressly set forth, no amendments are made to the Declaration, which Declaration is and shall remain in full force and effect in accordance with its terms.

This instrument may be executed in multiple counterparts; which counterparts together shall constitute one instrument.

EXECUTED effective as of the 1st day of February, 1997.

THE ESTATES OF RIVER TREE, LTD.

By: SCOTT FELDER MANAGEMENT, INC.,
General Partner

**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION**

**THE STATE OF TEXAS §
COUNTY OF REAL §**

[return to Index](#)

WHEREAS, THE ESTATES OF RIVER TREE, LTD.. a Texas limited partnership, as Declarant, joined by not less than seventy-five percent (75%) of the total votes of Class A of The Estates of RiverTree Owners' Association₁ Inc. (The "Association"), has previously executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the River Tree Subdivision (the "declaration") recorded in Volume 23. Pages 399-432, of the Real Property Records of Real County. Texas. which Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Declaration provides the same may be amended by Declarant for the purpose of correcting typographical or grammatical errors or ambiguity appearing therein, by an instrument in writing duly signed and filed or record;

WHEREAS, the Declarant desires to amend the Declaration as hereinafter provided;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, THE ESTATES OF RIVER TREE, LTD., a Texas limited partnership, hereby amends the Declaration as follows;

[return to Index](#)

1. Article IV, Section 1: Creation of the Lien and Personal Obligation of Assessments. The following paragraph is added to Article IV, Section I (Creation of the Lien and Personal Obligation of Assessments) of the Declaration:

“In the event that one or more Assessment is paid to the Association in a nontimely manner, any interest accrued, and/or cost of collection and/or reasonable attorney’s fees incurred in connection with such non-timely payment, shall be a continuing lien and charge upon the Lot against which each such Assessment is made, which shall bind and be a continuing charge upon such Lot and the personal obligation and debt of the person who was the owner of the Lot(s) at the time that the Assessment fell due.”

2. Article IV, Section 8: Effect of NonPayment of Aseessments: Remedies of the Association.. Section 8 Article IV, of the Declaration is amended and restated in its entirety to read as follows:

[return to Index](#)

“Section 8; Effect of NonPayment of Assessments; Remedies of the Association: All

Payments shall be made *to* the Association at its place of business In Real County, Texas, or at such other place of **[should say “that”]** the Association may direct. Any assessment not paid within fifteen (15) days of its due date shall be subject to a one-time late fee of ten percent (10%) of the past due assessment amount. Any assessment not paid within thirty (30) days after the due date shall bear interest from such thirtieth date until paid at the rate of twelve percent (12%) per annum. “After the Association has notified the Owner of the existence and the amount of the delinquent assessment and related fees and costs, by two (2) separate notices sent at least thirty (30) days apart, the Association may file a Claim of Lien pursuant to and accordance with the provisions contained in Article IV, Section 9 (Notice of Lien) of the Declaration, and the Amendment there to contained herein.” The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved; and interest costs and attorney fees of any such action shall be added to the amount of the assessment. In no event shall the Association be liable to any Owner or other person or entity for failure or inability to enforce or attempt to enforce collection. No Owner may waive or otherwise escape liability for the assessments and/or related fees, costs or expenses provided for herein by non-use of the Common Area or by abandonment of his lot. Further, the powers and enforcement granted to the Association in this paragraph shall be cumulative of, and shall be in addition to, all other remedies and powers of the Association.

3. Article IV, Section 9: Notice of Lien. The following paragraph is amended and restated in its entirety to read as follows: Article IV Section 9, Notice of Lien of the Declaration:

[return to Index](#)

“Section 9: Notice of Lien: No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date that notice of Claim of Lien is deposited with the postal authority certified or registered. postage prepaid, addressed to the Owner of said lot, and the Claim of Lien is recorded by the Association in the Office of the County Clerk of Real County. Such notice may be in the form of a copy of the Claim of Lien. The Claim of Lien must recite a good and sufficient legal description of the Lot(s) against which the lien is claimed; the name(s) of the record owner or reputed owner thereof; the amount claimed (which may, at the Association’s option, Include any one or more of the following; 1) the unpaid assessment(s); 2) late fee(s); 3) Interest as provided in Section 8 above; 4) costs of collection including without limitation, postage and recording expenses; and/or 5) reasonable attorney’s fees, provided that same were incurred as a result of the nonpayment of the Assessment(s) and that the notice provision, as amended in Section 8. was complied with.): and the name and address of the Claimant.

In the event that the Association properly claims a Lien in accordance with the provisions herein, and the amounts claimed therein are subsequently paid to the Association, the Owner of the Lot(s) against which the Lien was claimed shall bear the sole responsibility and cost, including without limitation, attorney’s fees, recording costs and postage expenses, of releasing such Lien.”

[return to Index](#)

4. Article IV, Section 10: Subordination of Lien to Mortgages. Article IV, Section 10 (Subordination of Lien to Mortgages) of the Declaration is amended and restated in its entirety to read as follows to correct typographical errors:

[return to Index](#)

“Section 10: Subordination of Lien to Mortgages: The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for tax liens, liens for purchase money and/or development costs and all first deed of trust liens of record (which shall include a deed of trust that secures a debt secured by a first deed of trust lien. including “wraparound” and “all inclusive” financing), which liens for such purposes shall be superior to the assessment liens herein provided with the understanding that assessments and/or related fees, costs and expenses as

herein provided subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. The Association shall have the power to subordinate the assessment lien to any other lien. and to extinguish such lien and the underlying debt, such powers being entirely within the discretion of the Association. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessment and/or related fees, costs and expenses as herein provided thereafter becoming due or from the lien therefor, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.”

Except as herein expressly set forth, no amendments are made to the Declaration, which Declaration is and shall remain in full force and effect in accordance with its terms.

This instrument may be executed in multiple counterparts; which counterparts together shall constitute one instrument,

EXECUTED effective as of the 23rd day of March, 2001.

[return to Index](#)

THE ESTATES OF RIVHR TREE, LTD.
By:SCOTT FELDER MANAGEMFNT, INC.
General Partner

THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION

THE STATE OF TEXAS:
COUNTY OF REAL:

[return to Index](#)

WHEREAS, THE ESTATES OF RIVER TREE, LTD. A Texas limited partnership, as Declarant, joined by not less than seventy-five percent (75%) of the total votes of Class A of the Estates of RiverTree Owner’s Association, Inc. (The “Association”), has previously executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the RiverTree Subdivision (the “Declaration”) recorded in Volume 23, Pages 399 – 432, of the Real Property Records of Real County, Texas, which Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Declaration provides the same may be amended by the owners of not less than seventy-five percent (75%) of the total votes of each class membership of the Association; and

WHEREAS, the undersigned Owners as Class A members, being only present class of memberships of the Association, desire to amend the Declaration as hereinafter provided;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned Owners, the owners of not less than seventy-five (75%) of the total votes of the Association, hereby amend the Declaration as follows:

1. Article II, Section 2:B: Motor Homes: The second paragraph of Section 2:B, Article II, of the Declaration is amended and restated in its entirety to read as follows:

[return to Index](#)

“Short term, continuous occupancy of a motor home, not to exceed 30 days in one stay, will be allowed on the remainder of the subdivision, subject to approval by the Committee as to location; provided however, the Committee may not allow such location in the area of a lot between its boundary lines and the setback lines as provided in Article II, Section 7 of the Declaration. All Motor Homes must be located on a lot in compliance with the setback requirements of Article II, Section 7. At the earlier of (A) cessation of continuous occupancy by Owner or Owner’s guest or (B) at the expiration of 30 days, the motor home must be removed from the Lot and either 1) parked unoccupied on Lot 6, Block 1, Phase I (or such other location as may be designated by the Committee) or 2) removed from the subdivision.”

Except as herein expressly set forth, no amendments are made to the Declaration, which Declaration is and shall remain in full force and effect in accordance with its terms.

This instrument may be executed in multiple counterparts; which counterparts together shall constitute one instrument.

EXECUTED effective as of the 5TH day of March, 2002

FOURTH AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION

THE STATE OF TEXAS:
COUNTY OF REAL:

WHEREAS, THE ESTATES OF RIVER TREE, LTD. A Texas limited partnership, as Declarant, joined by not less than seventy-five percent (75%) of the total votes of Class A of the Estates of RiverTree Owner’s Association, Inc. (The “Association”), has previously executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the RiverTree Subdivision (the “Declaration”) recorded in Volume 23, Pages 399 – 432, of the Real Property Records of Real County, Texas, and amended in Volume 27, Page 574, and in Volume 58, Page 570, and in Volume 66, Page 674, all in the Real Property Records of Real County, Texas; which Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Declaration provides the same may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the total votes of each class membership of the Association;

WHEREAS, the Owners, as Class A members, represent the only present class of membership of the Association;

WHEREAS, the Owners of not less than seventy-five (75%) of the total votes of the Association have, by written consent (which written consent is attached hereto as Exhibit "A"), authorized and instructed the President of The Estates of RiverTree Owner's Association, Inc. to execute an amendment to the Declarations as hereinafter provided;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is hereby amended as follows:

Article VI (Six), Section 7(Seven) is amended in its entirety and replaced by the following:

Section 7: Amendment : The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner, for a term of thirty-five (35) years from the date that this Declaration becomes effective, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the President of the Association and approved by the Owners of not less than two-thirds (2/3) of the total votes of Class A Members of the Association present in person or by proxy at the annual, or any special meeting of the Association. Any such vote shall be valid only if a quorum is present in person or by proxy as provided in the BY-LAWS OF THE ESTATES OF RIVERTREE OWNERS ASSOCIATION, INC. A NON-PROFIT CORPORATION. The Association shall be required to provide written notice to all Owners of record of any meeting at which an amendment to this Declaration is sought. Such notice must include a copy of any proposed amendment and any explanatory comments deemed reasonable by the Directors of the Association. Such notice must be sent via first class mail to the last known address of each Owner not less than sixty (60) days prior to the date of the scheduled meeting of the Association. Upon the adoption of any Amendment by the Owners, the Association shall file in recordable format the terms of the approved amendment, signed by the President of the Association. In so doing, the Association shall describe such amendment in sequence with prior amendments (e.g. Fourth Amendment..., etc.). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed of record in the Real Property Records of Real County, Texas.

Except as amended herein, the Declaration is and shall remain in full force and effect in accordance with its terms.

EXECUTED effective as of the 25 day of May, 2011

Estates of RiverTree Owner's Association, Inc.

By: Mark Pendleton
Its: President

FIFTH AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERTREE SUBDIVISION

THE STATE OF TEXAS:

COUNTY OF REAL:

WHEREAS, THE ESTATES OF RIVER TREE, LTD. A Texas limited partnership, as Declarant, joined by not less than seventy-five percent (75%) of the total votes of Class A of the Estates of RiverTree Owner's Association, Inc. (The "Association"), has previously executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the RiverTree Subdivision (the "Declaration") recorded in Volume 23, Pages 399 – 432, of the Real Property Records of Real County, Texas, which Declaration was subsequently amended in Volume 27, Page 574, and in Volume 58, Page 570, and in Volume 66, Page 674, all in the Real Property Records of Real County, Texas, and in Volume 49, Page 456-535 of the Official Public Records of Real County, Texas; which Declaration imposed upon the RiverTree Subdivision the covenants, conditions and restrictions therein set forth; and

WHEREAS, the Declaration, as amended, provides the same may be amended by an instrument signed by the President of the Association and approved by the Owners of not less than two-thirds of the total votes of Class A Members of the Association present in personal or by proxy at the annual, or any special meeting of the Association;

WHEREAS, the Owners, as Class A members, represent the only present class of membership of the Association;

WHEREAS, the Association notified all of the Owners of record of a meeting of the Owners to be held on September 1, 2012, and all Owners of record were provided with a copy of the proposed amendment and any explanatory comments deemed reasonable by the Directors of the Association. Such notice was sent via first class mail to the last known address of each Owner not less than sixty (60) days prior to the date of the scheduled meeting of the Association.

WHEREAS, a meeting of the Owners was held on September 1, 2012, and a quorum of Owners was present in person or by proxy as provided in the Bylaws of the Estates of RiverTree Owner's Association, Inc., a Non-Profit Corporation. A vote to approve the proposed amendment, described herein, was held and not less than two-thirds of the total votes of Class A Members of the Association present in person or by proxy approved the amendment and authorized and instructed the President of The Estates of RiverTree Owner's Association, Inc. to execute an amendment to the Declarations as hereinafter provided;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is hereby amended as follows:

1. Article I: Definitions: The following paragraph is hereby added as Section 11 to Article I):

“Section 11: “Residential Purposes” shall mean residential, vacation, or recreational purposes, and shall not include temporary or transient housing, such as motel, tourist court, bed-and-breakfast, or travel trailer or recreational vehicle park, vacation or recreational rentals, all of which are prohibited under these Restrictive Covenants; however the leasing of any lot for residential purposes for twelve (12) months or longer, (in accordance with the terms and provisions of Article II, Section 2, Paragraph D) shall not be deemed “temporary or transient housing” and is permitted under these Restrictive Covenants. No commercial activity may be carried on upon any lot in the subdivision, except as expressly provided in the Restrictive Covenants.”

2. Article II, Section 2: Residential Use: The following paragraph is hereby added as Paragraph D to Section 2 of Article II:

“D. Lease and Rentals, Permanent residential improvements may be leased for a period of not less than twelve (12) months for occupancy by not more than one family unit, or alternatively, by not more than two adult residents. No sub-leasing is allowed. All leases must be in writing and a copy thereof must be provided to the Association within seven (7) days after the execution thereof. The lease of property and improvements shall not discharge the Owner/Lessor from compliance with any of the obligations and duties imposed upon him or her as an Owner. An Owner/Lessor must provide the Lessee with a copy of the Declaration and all Amendments thereto, as well as the Articles of Incorporation, By-Laws and the Rules and Regulations of the Associations. All of the provisions of the Declaration and all amendments thereto, Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall be applicable and enforceable against any Lessee or other occupant of leased property to the same extent as against any Owner, and any violations of the Lessee may be enforced as a violation of the Owner. Any lease or rental agreement shall be deemed to be subject to the Declaration and Amendments thereto and the constituent documents of the Association by reference without the necessity of specific reference to the, and they shall bind each Lessee or other occupant to their terms and conditions.”

Except as herein expressly set forth, no amendments are made to the Declaration, which Declaration is and shall remain in full force and effect in accordance with its terms.

EXECUTED effective as of the First day of September, 2012

Estates of RiverTree Owner’s Association, Inc.

By: Mark Pendleton
Its: President

[return to Index](#)

MEMORANDUM OF EXISTENCE OF WALKING PATH EASEMENT

This memorandum of existence of a walking path easement dated effective JULY 18, 1996, made by and between the Estates of RiverTree, A Texas Limited Partnership, developer of River Tree Subdivision located in Real County, Texas, and its purchasers of tracts of property located within said subdivision. The parties agree to the following:

1. A walking path easement is retained by the Estates of RiverTree for the benefit of all owners of Lots within RiverTree Subdivision, Real County, Texas. This easement is for the purposes of a walking path only to the exclusion of all vehicles, including, but not limited to bicycles.
2. Lots 1 through 23, Block VII, RiverTree Subdivision, Real County, will be purchased subject to said easement.
3. The walking path easement is described as follows:
Beginning at the southwest corner of Lot 1, Block VII, RiverTree Subdivision Phase II; THENCE over and across Lot 1, being parallel with the south boundary line of said Lot 1 in an easterly direction, a width of six feet (6') to the existing roadway near the river bank; THENCE along and over said existing roadway in a southerly direction, a width of six feet (6'), continuing along and over said roadway across the easterly part of Lots 2 through 23, Block:VII to the south boundary-.line of Lot 23; Block VII; THENCE in a westerly direction, over and across Lot 23, parallel with the south and southwesterly line of Lot 23 to its most southwesterly corner.
4. This easement shall be binding upon Estates of RiverTree, A Texas Limited Partnership, developer of River Tree Subdivision located in Real County, Texas, and its Purchasers, their heirs, executors, administrators, successors, and assigns.

Executed this 2nd day of August, 1996.

[return to Index](#)

ARTICLES OF INCORPORATION

OF

THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC.

[return to Index](#)

The undersigned natural person of the age of twenty-one (21) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the **Texas** Non-Profit Corporation Act (the "Act"), does hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation is THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC. (hereinafter called the 'Association').

ARTICLE II

The street address of the initial registered office of the Association is 10915 FM 2244, Austin, Texas 78733, and the name of its initial registered agent at such address is SCOTT FELDER.

ARTICLE III

The Association is a non-profit corporation.

ARTICLE IV

[return to Index](#)

The period of the Association's duration is perpetual.

ARTICLE V

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area within RiverTree Subdivision, a subdivision in Real County, Texas, and to promote the health, safety and welfare of the residents within the above 'referred to property, and for such purposes to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for RiverTree Subdivision (hereinafter called "Declaration"), said Declaration being filed for record in the Office of the County Clerk of Real County, Texas, as the same may be amended or supplemented from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and terms used herein having the same meaning as in the Declaration.

[return to Index](#)

[return to Index](#)

- (b) fix levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed;
- (c) dedicate or transfer all or any part of the Common Area, subject to the conditions of the Declaration~
- (d) borrow money, and pledge the Common Area and improvements thereon, accounts receivable and assessment liens as security for such loan, subject to the conditions of the Declaration;
- (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act, V.A.T.S., article 1396, by law may now or hereafter have or exercise, subject only to the limitations set forth herein and in the Declaration.

[return to Index](#)

Notwithstanding the foregoing enumeration of purposes, the Association will not perform any activity not permitted for a homeowner's association exempt from tax under the Internal Revenue Code, as the same now or may hereafter exist. Without limiting the foregoing, the Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes set forth above.

The Association shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Association shall have no power to either (A) engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree; or (B) to distribute its assets on dissolution other than for one or more tax exempt purposes. On dissolution, the Association's assets shall be distributed to an organization exempt from taxes under Internal Revenue Code Section 501(c) (3) to be used to accomplish the general purposes for which the Association was organized.

[return to Index](#)

[return to Index](#)

ARTICLE VI

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. Membership shall be appurtenance to and may not be separated from ownership of a Lot; and the classes of membership shall be determined as provided in the Declaration.

ARTICLE VII

The Association shall have two (2) classes of voting membership:

Class A. Except as provided under “Class B” below, each Owner of a Lot shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person; shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot. Holders of future interests not entitled to present possession (excepting Owners of Lots which are rented or leased to others) shall not be considered as Owners for the purposes of voting hereunder.

Notwithstanding the above, an Owner of two (2) or more adjacent Lots may elect to combine all such Lots into one “Lot” (herein sometimes called a “Combined Lot”) for the purpose of voting rights and assessments under the Declaration. Election shall be made by written request to the Association, With proof of ownership to each adjoining Lot in the name of Owner. Once accepted by the Association, the Combined Lot thereafter shall be limited to one vote and shall be subject only to assessment as if the Combined Lot was only one (1) Lot. Thereafter, should one or more Lots comprising such Combined Lot be transferred to another Owner, the status of the transferred Lot(s) and other Lot(s) for voting and assessments thereafter will cease to be a Combined Lot. If a Combined Lot is created, the change in voting rights and assessment obligations to a Combined Lot basis shall not become effective until January 1 of the calendar year following acceptance by the Association.

Class B. The Class B member shall be “Declarant,” as defined in the Declaration, being The Estates of River Tree, Ltd. and its successors and designated assignee (hereinafter called “Declarant”). The Class B member shall be entitled to five (5) votes for each Lot in which such member holds the full fee

[return to Index](#)

[return to Index](#)

interest, provided that the Class B membership shall cease and convert to Class A membership when Declarant has sold 80% of the Lots, as shown on the Plat (or any replat thereof).

Every member of the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenance to and shall pass with the title to every Lot.

All such rights and easements shall be subject to the following provisions:

(a) The automatic suspension of voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.

(b) The right of the Association to suspend the right to use any recreational facility or Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, which rules and regulations may be adopted by resolution of the Association from time to time.

[return to Index](#)

(c) The right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions and limitations as are set forth in the Declaration. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the members agreeing to such dedication or transfer has been filed of record in the Real Property Records of Real County, Texas, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than fifty (50) days in advance of any action taken.

(d) The right of the Association to make rules and regulations concerning the use by members of the Common Area, all on such terms as the Board of Directors of the Association may determine, including without limitation the right of the Association to institute regulations and rules with respect to construction of any storage facilities.

(e) The right of the Association to collect and disburse funds as set forth in the Declaration.

(f) The right of the Association to borrow money as necessary or desirable to perform its functions under the Declaration, and to mortgage and/or pledge the Common Area and improvements thereon, accounts receivable and assessments liens as security for such loans upon the

[return to Index](#)

[return to Index](#)

approval thereof by members entitled to cast two-thirds (2/3rds) of the votes of the Association; provided, however, that the rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners under the Declaration.

(g) The right (but not the obligation) of the Association to adopt, implement and maintain for the Property a private security system, a garbage collection system and an exterior lighting system for all private streets, consistent with applicable laws.

(h) The right of the Association to establish rules and regulations governing traffic and parking on the private streets and parking areas within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations.

(i) The right of the Association to regulate noise within the Property covered by the Declaration, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise.

(j) The right of the Association to control the visual attractiveness of the Property covered by the Declaration.

ARTICLE VIII

A. The affairs of this Association shall be managed by the Board of Directors. Until the August 1999 annual meeting of the members, Directors need not be members. Thereafter, the members of the Board must be members of the Association. The number of directors shall initially be three (3), but thereafter the number may be changed by amendment of the By-Laws of the Association, The names and addresses of the persons who are to act in the capacity of initial directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Scott Felder	10915 FM 2244 Austin, Texas 78733
Steve Hurst	8045 Masa Drive Austin, Texas 78731
Delmar Huller	P.O. Box 426 Hunt, Texas 78024

[return to Index](#)

[return to Index](#)

B. The initial Board of Directors to be selected at the first annual meeting of the members shall be appointed by the Declarant and shall serve until Declarant has sold eighty percent (80%) of the Lots as shown on the Plat of RiverTree Subdivision, as provided in the Declaration; and thereafter, the members shall elect a new Board of Directors. Any vacancy in the initial Board of Directors shall be filled by appointment by Declarant.

C. At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected; members are expressly precluded from cumulating their votes for directors.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than ninety percent (90%) of the votes of the entire membership. Upon dissolution of the Association, all of the assets of the Association, if any, shall be distributed to an organization exempt from taxes under Internal Revenue Code Section 501(c) (3) to be used to accomplish the general purposes for which the Association was organized, as provided in the Texas Non-Profit Corporation Act.

[return to Index](#)

ARTICLE X

Amendment of these Articles shall, require the assent given in writing and signed by members entitled to cast not less than seventy-five percent (75%) of the entire number of votes of both the Class A and the Class B membership.

ARTICLE XI

The name and street address of the incorporator is:

Name	<u>Address</u>
Scott Felder	10915 FM 2244 Austin, Texas 78733

IN WITNESS WHEREOF, I have hereunto set my hand, this the **13** day of __June, 1995.
[Document is signed by] SCOTT FELDER

BY-LAWS OF
THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE 1

NAME AND OFFICERS

[return to Index](#)

Name

1.01. The name of the Corporation is THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association" or the "Corporation". [see [BL 2, 2.01](#)]

Principal Office

1.02. The principal office of the Corporation in the State of Texas shall be located in the Community of Hunt, County of Kerr. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Registered Office and Registered Agent

1.03. The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2

DEFINITIONS

2.01. "Association" shall mean and refer to THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC., its successors and assigns. [see also [D.I, 1](#)]

2.02. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for RiverTree Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. [see also [BL 2, 2.10](#)]

[return to Index](#)

[return to Index](#)

2.03. “Common Area” shall mean all property together with any improvements thereon owned by the Association for the common use and benefit of the Owners. The Common Area shall include and be limited to the land designated on the Plat or any replat for RiverTree Subdivision as “Common Area”, including the Hike and Bike Trail Common Area and the private streets shown on the Plat (or any replat).

2.04. “Declarant” shall mean and refer to The Estates of River Tree, Ltd., a Texas limited partnership, and its successors and also its assignee if such assignee is designated in writing as an assignee of the rights of Declarant under the Declaration.

2.05. “Lot” shall mean and refer to each Lot shown or designated on the Plat of RiverTree Subdivision, to which map or plat reference is here made for all purposes, and including any additional lots shown or designated upon any subsequent replat of any lot shown on the Plat.

2.06. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

[return to Index](#)

2.07. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded or to be recorded in the Office. of the County Clerk of Real County, Texas.

2.08. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

2.09. “Plat” shall mean and refer to both (A) the subdivision plat for RiverTree Subdivision, Phase I, recorded in Volume 1, Page 105 - 107, of the Plat Records of Real County, Texas, and (B) the proposed subdivision plat for RiverTree Subdivision, Phase II, comprised of the remainder of the Property not included in Phase I, to be hereafter filed of record by Declarant.

2.10. “Property” shall mean and refer to all of the land shown and described on Exhibit “A” attached hereto and made a part hereof. [see also [DL5](#)]

Other terms and phrases as used herein shall have the same meaning as in the Declaration.

[return to Index](#)

ARTICLE 3

[return to Index](#)

MEMBERS AND VOTING RIGHTS

The classes of Members and voting rights are as set forth in the Declaration and any amendments thereto.

ARTICLE 4

MEETING OF MEMBERS

Annual Meetings

4.01. The first annual meeting of the Members shall be held on the second Saturday in August, 1995 and **each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter [this is changed by the Second Amendment to the By-Laws to the Saturday preceding Memorial Day. To read the change, click [GO.](#)]**, at the hour of 10:00 o'clock A.M., for the purpose of electing Directors (after Declarant's appointment rights as to Directors has expired as provided in the Declaration) and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible.

Special Meetings

4.02. Special meetings of the Members may be called by the President, the Board of Directors, or not less than ten percent (10%), in number, of the Members having voting rights.

Place of Meeting

4.03. The Board of Directors may designate any place in Real County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas; but if all of the Members shall meet at any time and place, either within or without the State, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

[return to Index](#)

[return to Index](#)

Notice of Meetings

4.04. Written or printed notice stating the place, day, and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting. In case of a special meeting or when required by statute or these By—Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Quorum

4.05. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty-three and 33/100 percent (33 1/3%) of the votes of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By—Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented

[return to Index](#)

Proxies

4.06. At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy. Each proxy is revocable. Each proxy shall automatically cease upon conveyance by the Member of his Lot.

Voting By Mail

4.07. Where Directors or Officers are to be elected by Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Denial of Cumulative Voting

4.08. At each election for Directors, every Member entitled to vote at such election shall have the right to vote, in person or

[return to Index](#)

[return to Index](#)

by proxy, for as many persons as there are Directors to be elected and for whose election he has a right to vote, provided, however, no member may cumulate his votes by giving one candidate as many votes as the number of such Directors multiplied by his vote shall equal or by distributing such votes on the same principle among any number of such candidates.

ARTICLE 5

BOARD OF DIRECTORS

General Powers

5.01. The affairs of this Corporation shall be managed by its Board of Directors. For the first four (4) years ending at the August 1999 annual meeting, Directors need not be Members. Thereafter, Directors shall at all times be persons who are Members of the Corporation. The Board of Directors shall have the power to exercise for the Association, all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration. [see also [Declarations IV, 12](#)]

Number and Tenure

[THE FIRST TWO PARAGRAPHS OF 5.02 ARE REPLACED BY THE FIRST AMENDMENT TO THE BY-LAWS. TO READ THE CHANGES CLICK: [GO](#)]

5.02 **The number of Directors may be increased from time to time by amendment to these By-Laws, provided, however, the number of Directors of the Corporation shall not be less than three(3).** [return to Index](#)

The initial Board of Directors shall be appointed by the Declarant and shall serve until Declarant has sold eighty percent (80%) of the Lots as shown on Plat, at which time the Members shall elect a new Board of Directors. The Board initially elected by the Members shall hold office until the next annual meeting of Members. All Directors shall continue to hold office until his term expires and until his successor has been elected and qualified. Directors elected by the Members shall serve for a term of two (2) years.

5.03. Any vacancy occurring in the initial Board of Directors shall be filled by appointment by Declarant. After expiration of Declarant's appointment power, vacancies shall be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum of the Board of Directors. A Director appointed or elected to fill a vacancy shall serve the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled

[return to Index](#)

[return to Index](#)

by appointment as to the initial Board; and thereafter, shall be filled by election at an annual meeting or at a special meeting of the Members called for that purpose.

If at any time after the August 1999 annual meeting any Director shall at any time sell or otherwise dispose of or voluntarily or involuntarily cease to be an Owner during his term of office, then upon such termination or cessation of his ownership interest, such Director shall automatically be deemed to have effectively resigned from the Board and he shall automatically be removed therefrom.

Regular Meetings

5.04. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, in Real County, Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

[return to Index](#)

Special Meetings

5.05. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place in Real County, Texas, as the place for holding any special meeting of the Board called by them.

Notice

5.06. Notice of any special meeting of the Board of Directors shall be given at least (sic) two (2) days previously thereto by written notice delivered personally or sent by mail, FAX or telegram to each Director at his address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If faxed, when transmitted to the FAX number of record in the Corporation's records. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board

[return to Index](#)

[return to Index](#)

need to be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. All notices of special meetings shall specify the business to be transacted at such meeting and no other business not so specified shall be acted upon at any special meeting.

Quorum

5.07. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Manner of Acting

5.08. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws. A Director may vote in person or by proxy executed in writing by the Director. No proxy shall be valid after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law. Directors present by proxy may not be counted toward a quorum.

Compensation

5.09. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

Informal Action by Directors

[Section 5.10 is completely replaced by the Second Amendment to the By Laws. To read the change, click [GO](#).]

5.10. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such approval in writing may be evidence by the original signature of a Director or a facsimile thereof transmitted to the Board of Directors.

[return to Index](#)

[return to Index](#)

5.11. The Board shall adopt an annual budget for the estimated corporate expenses each year, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses, subject to any limitations contained in the Declaration. The annual budget as estimated by the Board for each fiscal year shall be approved by the Board, and copies thereof shall be furnished to each Member at least thirty (30) days prior to the annual meeting of the Members.

5.12. The Corporation shall indemnify, hold harmless and reimburse any person who serves as a director, officer, agent or employee of the Corporation against expenses actually and necessarily incurred by such person, and against any amount paid in satisfaction of judgment in connection with any action, suit, or proceeding in which he is made a party by reason of being or having been such a director, officer, agent or employee to the fullest extent allowed by applicable law; subject to and in accordance with the laws of the State of Texas with respect thereto.

5.13. No person shall be liable to the Corporation for any loss or damage suffered by it resulting from any action taken or omitted to be taken by him as a director or officer of the Corporation in good faith and as if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used in the same or similar circumstances in the conduct of his own affairs.

ARTICLE 6

OFFICERS

Officers

6.01. The Officers of the Corporation shall be a President, a Vice-President, a Secretary, a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. [see also [BL 6, 6.09](#)]

[return to Index](#)

[return to Index](#)

Election and Term. of Office

6.02. The Officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. New offices may be created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Removal

6.03 Any Officer elector (sic) or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

[return to Index](#)

Vacancies

6.04. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

President

6.05. The President shall be the principal Executive Officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Members and of the Board of Directors. He may sign with the Secretary or any other proper Officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed; except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other Officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Vice-President

6.06. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the

[return to Index](#)

[return to Index](#)

powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

Treasurer

6.07. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Secretary

6.08. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the Corporate records of the Corporation; keep a register of the post office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other duties as form time to time may be assigned to him by the President or by the Board of Directors.

Assistant Treasurers and Assistant Secretaries

6.09. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

Compensation

6.10. The Secretary, Treasurer and/or the Assistant Secretary and/or Treasurer may receive compensation for their services if approved by resolution of the Board of Directors.

[return to Index](#)

ARTICLE 7

COMMITTEES

Architectural Control Committee

7.01. The Architectural Control Committee shall consist of three (3) persons subject to appointment and removal by Declarant, as provided in the Declaration, until such time as Declarant has appointment and removal of the three (3) persons shall be by the Board of Directors of the Association. Declarant may delegate the power of appointment and removal to the Board of Directors at such earlier time as Declarant deems advisable.

The Architectural Control Committee designated by the Board of Directors shall be subject to all the provisions hereinafter set forth for other committees.

Other Committees

7.02. Committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Membership on such Committees may, but need not be, limited to Directors. Except as otherwise provided in such resolution, Members of each such Committee shall be Members of the Corporation, and the President of the Corporation shall appoint the Members thereof. Any Members thereof may be removed by the person or persons authorized to appoint such Member whenever in their judgment the best interest of the Corporation shall be served by such removal. The resolution designating such Committee shall set forth the term of office of the Members and procedure for designation of Chairman, method of filling vacancies, designating a quorum and establishing rules for its own government not inconsistent with these By-Laws, statutory law or with rules adopted by the Board of Directors.

ARTICLE 8

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Contracts

8.01. The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these By-Laws, to enter into any contract

[return to Index](#)

or execute and deliver any instrument in the name of and on behalf of the Corporation that is not inconsistent with the Declaration. Such authority may be general or confined to specific instances.

Checks and Drafts

8.02. All checks, drafts or orders for the payment of money, notices, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice—President of the Corporation.

[return to Index](#)

Deposits

8.03. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Gifts

8.04. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Corporation.

ARTICLE 9

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and Committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Corporation, including the Articles of Incorporation and the By-Laws of the Association and the Declaration, shall be available and may be inspected by any Member or his agent or attorney at the principal office of the Association, for any proper purpose at any reasonable time and copies may be purchased at a reasonable cost.

[return to Index](#)

[return to Index](#)

ARTICLE 10

ASSESSMENTS

[Article 10 is deleted and restated totally in the Third Amendment. To read the changes, click [GO.](#)]

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date the same shall be subject to a one—time late charge of ten percent (10%) of the past due amount, and any assessment not paid within thirty (30) days after its due date shall bear interest from such thirtieth (30th) date until paid at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the owner's property. Interest, late fees, costs, and reasonable attorneys fees may be added to and become a part of such assessment, as provided in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE 11

CORPORATE SEAL

The Association shall not be required to have a corporate seal.

ARTICLE 12

AMENDMENTS TO BY-LAWS

The power to alter, amend, or repeal the By-Laws or to adopt new By-Laws, shall be vested in the Members and the By-Laws may be altered, amended, or repealed and the new By-Laws may be adopted at a regular or special meeting of the Members called for that purpose by a majority vote of a quorum of Members present in person or by proxy, unless a greater quorum or vote is required by the Declaration. Notice of all such meetings of the Members shall be given as provided in Section 4.04. of the By-Laws and shall specify the section or sections of the By-Laws proposed to be altered, amended, or repealed.

[return to Index](#)

[return to Index](#)

ARTICLE 13

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the By-Laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 14

FISCAL YEAR

The fiscal year of the Corporation shall begin on September 1 of each year and end on August 31 of the following year.[The Second Amendment to the By-Laws changes this to June 1 thru May 31 of the next year. To read the Amendment, click [GO](#).]

[return to Index](#)

ARTICLE 15

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC., a Texas Non-Profit Corporation; and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by unanimous consent of the Directors thereof on the 13th day of July, 1995.____
1995

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 13th day of July, 1995.

[Signed by] Delmar Hiller, Secretary

6750. 1\By—Laws

[return to Index](#)

**FIRST AMENDMENT TO BY-LAWS OF
THE ESTATES OF RIVERTREE OWNER S ASSOCIATION, INC.**

ARTICLE 5

BOARD OF DIRECTORS

Number and Tenure

[return to Index](#)

Section 5.02: The first and second paragraphs are deleted in their entirety and are restated to read as follows:

“The number of Directors shall be five (5). The number of Directors may be increased from time to time by amendment to these By-Laws, provided, however, the number of Directors of the Corporation shall not be less than three (3).

The initial Board of Directors shall be appointed by the Declarant and shall serve until Declarant has sold eighty percent (80%) of the Lots as shown on the Plat, at which time the Members shall elect a new Board of Directors. The Board members initially elected by the Members shall appoint three (3) of the Directors to serve for a term of two (2) years and two (2) of the Directors to serve for a term of one (1) year. Thereafter, Directors elected by the Members shall serve for a term of two (2) years. All Directors shall continue to hold office until his term expires and until his successor has been elected and qualified.”

This First Amendment to By-Laws was passed by a vote of the Members at the Annual Meeting of Members of The Estates of RiverTree Owner’s Association, Inc., August 14,1999.

[return to Index](#)

**SECOND AMENDMENT TO BY-LAWS OF
THE ESTATES OF RIVERTREE OWNER'S ASSOCIATION, INC.**

ARTICLE 4
MEETING OF MEMBERS

[return to Index](#)

Annual Meetings

Section 4.01: The first sentence thereof is modified as follows:

“and each subsequent regular annual meeting of the Members shall be held on the Saturday preceding Memorial Day of each year, beginning in 2001, and each year thereafter,”

ARTICLE 5
BOARD OF DIRECTORS
Informal Action By Directors

Section 5.10: This section is deleted in its entirety and is restated to read as follows:

“Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such approval in writing may be evidenced by the original signature of a Director, a facsimile thereof transmitted to the Board of Directors, an email transmission from a Director, or any combination thereof. Such approvals may be in multiple counter parts which shall be attached to the minutes of the Informal Action taken by the Directors.”

[return to Index](#)

ARTICLE 14
FISCAL YEAR

This article is modified to read as follows:

“The fiscal year of the Corporation shall begin on June 1 of each year, beginning June 1,2000, and end on May31 of the following year.”

This Second Amendment to By-Laws was passed by a vote of the Members at the Annual Meeting of Members of The Estates of RiverTree Owner's Association, Inc., August 12, 2000, amending the By-Laws recorded in Volume 51, Page 458, Real Property Records of Real County, Texas.

IN WITNESS WHEREOF, I , Judie Tasch ,Secretary of said association have hereunto subscribed my name effective the 12th day of August, 2000 —

[return to Index](#)

THE STATE OF TEXAS:
COUNTY OF Travis

Before me Phyllis King, on this day personally appeared, Judie Tasch as Secretary of The Estates of RiverTree Owner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument,

and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of this office this 23 day of August, 2000.

[Phyllis King's signature in on the document at this point.]

PHYLLIS KING
Notary Public
STATE OF TEXAS
My Comm. Exp July 19. 2003

THIRD AMENDMENT TO BY-LAWS OF THE ESTATES
OF RIVERTREE OWNER'S ASSOCIATION, INC.

THE STATE OF TEXAS
COUNTY OF REAL

WHEREAS, THE ESTATES OF RIVERTREE OWNER S ASSOCIATION, INC.. a Texas None-Profit [sic] Corporation. has previously adopted those certain By-Laws. on July 13, 1995;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, THE ESTATES OF RIVERTREE OWNER S ASSOCIATION. INC., a Texas Non-Profit Corporation, hereby amends the By-Laws as follows;

[return to Index](#)

1. Article X (10), : This paragraph is deleted in its entirety and is restated to read as follows:

ASSESSMENTS. SPECIAL ASSESSMENTS. MISCELLANEOUS COSTS AND EXPENSES AND ENFORCEMENT

10.01 As more fully provided in The Declaration, and the Amendments thereto, each Member is obligated to pay to the Association annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If an assessment is not paid within fifteen (15) days after the due date it shall incur a one time late charge of percent (10%) of the past due amount: an assessment not paid within thirty (30) days after its due date shall hear interest from the thirtieth (30th) day until paid at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved; interest, late fee(s), costs, and attorney fees shall be added to the amount of the assessment and/or lien. No owner may [waiver other] **[should be "waive or"]** otherwise escape liability for the assessments provided for wherein by nonuse of the Common Area or abandonment of his Lot."

10.02

A. The Association, acting through its Board of Directors, or a Committee appointed and authorized by same. shall have the authority to have certain vehicles towed from Common Areas within the Subdivision, and impounded. "The costs and expenses associated with such towing and impoundment shall be the sole responsibility of the vehicle owner, and the Association shall not be liable to any person or entity for the enforcement of this provision. Vehicles which are subject to this provision are:

[return to Index](#)

1) Any Recreational Vehicle which is parked on any Common Area other than Lot 6, Block I, of the RiverTree Subdivision; and

2) Any Recreational Vehicle which is parked on Lot 6. Block 1, of RiverTree Subdivision, but has not been registered with the Secretary of the Association as required by the Board of Directors resolution adopted in August, 2001; and

[return to Index](#)

3) Any Recreational Vehicle which is parked on any Common Area other than Lot 6, Block 1. of the RiverTree Subdivision, is registered with the Associations secretary , but is parked in a space other than the space specifically assigned for said vehicle:

B. If the vehicle bears a license plate, the Board of Directors, or its duly appointed and authorized committee shall first attempt to identify the registered owner thereof from the records of the Texas Department of Public Safety. Notice shall then be sent by certified mail, return receipt requested to the owner of record of the vehicle stating a description of the vehicle and the location thereof, and that the vehicle will be towed and impounded, at the sole expense of the owner thereof, if it is not removed and/or, if applicable,. registered with the Association Secretary within fifteen (15) days of the receipt of the Notice. In the event that a) the Notice is unclaimed, refused, or undeliverable, or b) the Notice is received but the recipient fails to either take the requested action or respond to the Notice, then the Association shall have the vehicle towed from the subdivision, and impounded. Within forty eight (48) hours of such towing and impoundment, the Association shall send a second Notice to the record owner of the vehicle. informing him or her of the fact that the vehicle was towed, the date on which it was towed, the name and location of the vehicle's impoundment.

[return to Index](#)

C. For the purposes of this section. the term "recreational vehicle" shall include. without limitation, motor homes and travel trailers.

This Third Amendment to the By-Laws of the Estates of RiverTree Owner s Association, Inc.. was passed by a vote of the members at a special meeting of members of the Estates of RiverTree Owner s Association. Inc. On February 9. 2002. amending the By-Laws recorded in Volume 51. Page 458, Real Property Records of Real County, Texas.

IN WITNESS WHEREOF, I Steven Sijansky. Secretary of Said Association, have hereunto subscribed by name effective as of the ___ day of _____ 2002.

THE ESTATES OF RIVERTREE OWNER S
ASSOCIATION. INC.

By: _____
STEVEN SIJANSKY, Secretary

BUILDING GUIDELINES FOR CONSTRUCTION AT RIVERTREE

[return to Index](#)

The Architectural Control Committee has compiled the following guidelines for construction and improvements at RiverTree.

Complete written plans and diagrams must be submitted to the Committee **BEFORE BEGINNING** construction or improvements of any type. These plans are to include:

1. A diagram of the property showing the exact location and size of the building or improvement.

All buildings, cement patios, etc. must be “set back” at least 25 feet from the front property line and 15 feet from the side and back property lines. Corner lots will have the 25 feet set back on both Street sides.

Fences and walls must be “set back” 25 feet from the front property line and may be placed directly upon the side and back property lines. Fences and walls may not be placed upon “common area” such as the hiking trail. Nothing, including planted hedges may be placed on this area. No fences or walls are permitted in the 100 year flood plain of Block VII. All fences and walls must have prior approval as to type and location.

2. Complete Architectural Drawings of the proposed structure or improvement, including a floor plan and exterior elevations.

These drawings are generally provided by the Architect or Contractor. If a Log Home is being constructed, the plans provided by the manufacturer (with any changes noted) may be submitted. If the owner is designing/constructing the home or improvement, **accurate scale drawings** MUST be submitted

[return to Index](#)

3. A complete list and description of all Exterior Materials.

Exterior materials, other than roofing or stone are to be painted, stained or varnished in “Earthtones.” The paint and stain colors must be approved by the Committee. “Earthtones” generally means colors in subdued greens, grays and browns...the colors of the natural “year round” vegetation at RiverTree. It obviously does not include bright pinks, reds, purples, yellows, turquoises, etc. A color chip must be submitted to the Committee.

No metal siding of any type is allowed at Rivertree (sic).

Exterior siding materials, doors and windows should be selected with the goal of long-lasting quality and maintenance-free construction.

4. A Description of the Roof.

The “Roof Pitch” (degree of incline) must be a minimum of 5/12. If a metal roof is used, it must be of Galvalume or better grade. Composition shingles and tile roofs are also permitted. The color selected for the roofing material must be harmonious with other colors used. The green metal roofs used by many Log Home manufacturers are acceptable.

[return to Index](#)

STATEMENTS REGARDING THE USE OF PROPANE TANKS, ANTENNAE, AND EXTERIOR LIGHTING

[return to Index](#)

If a propane tank is installed it must be completely screened from view from in (sic) all directions. It is suggested that the material used to screen the tank is in harmony with other construction on the lot.

Satellite dish antennae not to exceed 18" diameter are allowed.

Exterior lighting should be installed and used in a "subdued" manner with adequate provision for controlling the intensity and direction of the light. RiverTree is a gated, secure community in a natural environment; the over use of bright, intense lighting is not in accord with the rural setting.

The Committee will approve or disapprove ALL PLANS within 30 days after receiving them.

If construction does not start within six months after the plans are approved, then they must be re-submitted. Any changes proposed during the construction period must be submitted to and approved by the committee before the changes are made.

The exterior of the structure must be 100% complete within six months after construction begins.

[return to Index](#)

These Guidelines were compiled in August 2000.

Steven Sijansky, 361-994-0208, Fax: 361-884-7875, 5009 Queens Ct., Corpus Christi, TX 78413
Derrick Adams, 915-586-3370, <derkadams@yahoo.com>, 721 North Ave. C, Kermit, TX 79745
Andrew Marek 713-665-1561, Fax: 713-220-6869, 5119 Aspen Street, Bellaire, TX 77401-4938

[return to Index](#)

Standards For Lot Maintenance and Appearance
RiverTree Subdivision

The following standards of Lot maintenance were adopted by the Board of Directors of the Estates of RiverTree Owner's Association, Inc. on November 10, 2001, to become effective on January 1, 2002. These standards are to assist owners in complying with Article II, Section 16 & 20 of the Restrictions and the visual attractiveness of RiverTree (Act VI, Section 3 (i)).

1. The grass on any lot occupied by any structure or upon where a picnic table is located should be mowed within a 25' radius of any structure or picnic table.
2. Weeds and grass on any lot outside of the 25' mowing radius as stated in #1 above should be maintained at a reasonable height as determined by the Board of Directors. Notice will be sent to owners from the Board of Directors advising of any lot that requires such maintenance
3. All fallen trees and tree limbs should be removed from any lot or cut into cord wood within 60 days. All cord wood on any lot should be neatly stacked within the set back lines of the lot.
4. Picnic tables, Bar-B-Que Pits and water hoses may be left exposed on any lot when not occupied by the owners or their guest. All other items, including but not limited to, trash cans, mowers, yard tools and tarps must be either concealed from view in all directions or removed from the lot when not occupied by the owner or their guest.

[return to Index](#)

