

Volume 1186, Page 798, Real Property Records of Kerr County, Texas; Volume 1206, Page 332 refiled as Volume 1208, Page 507, Real Property Records of Kerr County, Texas; Volume 1263, Page 672, Real Property Records of Kerr County, Texas; Volume 1366, Page 295, Volume 1366, Page 303, and Volume 1366, Page 311, Real Property Records of Kerr County, Texas; Volume 1373, Page 356 and Volume 1381, Page 194, Real Property Records of Kerr County, Texas; Volume 1443, Page 317, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

- Terms, covenants, conditions, provisions, running with the land, and binding forever any person having at any time an interest or estate in a unit, according to the Declaration of Condominium recorded in Volume 1186, Page 798, Real Property Records of Kerr County, Texas; having been amended in First Amendment to Declaration recorded in Volume 1206, Page 332 and refiled in Volume 1208, Page 507, Real Property Records of Kerr County, Texas; having been further amended in Volume 1366, Page 311, Real Property Records of Kerr County, Texas, including, but not limited to provisions for maintenance charges and homeowners association fees due, and all future assessments and charges of River Guide Village Owner's Association, Inc, as amended.
- Owner's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated April 18, 2002, recorded in Volume 1186, Page 798, Real Property Records of Kerr County, Texas and as amended by First Amendment To Declaration recorded in Volume 1206, Page 332 and refiled in Volume 1208, Page 507, Real Property Records of Kerr County, Texas.
- Property Easements and Rights as provided for in Declaration of Covenants, Conditions and Restrictions, dated April 18, 2002, recorded in Volume 1186, Page 798, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

VOL. 1186 PAGE 0798

03711

DECLARATION

OF

RIVER GUIDE PROFESSIONAL PLAZA CONDOMINIUMS

FILED FOR RECORD
at 4:29 o'clock P.M.

APR 29 2002

JANNETT PIEPER

Deputy Clerk, Kerr County, Texas

83-5-1

DECLARATION OF
RIVER GUIDE PROFESSIONAL PLAZA CONDOMINIUMS

Kerrville, Kerr County, Texas

Declarant

1001 Water St., Ltd., a
Texas Limited Partnership

DECLARATION

VOL. 1186 PAGE 0800

OF

RIVER GUIDE PROFESSIONAL PLAZA CONDOMINIUMS

1001 Water St., Ltd., a Texas Limited Partnership ("**Declarant**"), owns the real property described in Exhibit A attached to this Declaration. By recording this Declaration, Declarant submits the property described in Exhibit A to the provisions of the Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating River Guide Plaza Condominiums.

Declarant DECLARES that the property described in Exhibit A will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's representations and reservations in the attached Exhibit D, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

ARTICLE 1

DEFINITIONS

DEFINITIONS. Unless defined otherwise in this Declaration, words and phrases defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "Act" means Chapter 82 of the Texas Property Code, the Uniform Condominium Act, as it may be amended from time to time.

1.2 "Assessment" means any charges or other amounts due to the Association by an Owner, or levied against a Unit or Owner by the Association, pursuant to the Documents and the Act, including but not limited to Regular Assessments, Special Assessments, dues, fees, interest, late fees, fines, collection costs, and attorney's fees.

1.3 "Association" means River Guide Plaza Owner's Association, Inc., a Texas nonprofit corporation, the unit owners association organized pursuant to Section 82.101 of the Act.

- 1.4. "Board" means the board of directors of the Association.
- 1.5. "Bylaws" means the bylaws of the Association, as they may be amended from time to time.
- 1.6. "Common Elements" means and includes all the property described on Exhibit A, and all improvements located thereon, except the Units.
- 1.7. "Declarant" means 1001 Water St., Ltd., a Texas Limited Partnership, or its successor, who is developing the Property.
- 1.8. "Declarant Control Period" means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation and management of the Association, pursuant to Exhibit D of this Declaration.
- 1.9. "Declaration" means this document, as it may be amended from time to time.
- 1.10. "Development Rights" means the development rights reserved by Declarant under Exhibit D of this Declaration.
- 1.11. "Director" means a member of the Association's board of directors.
- 1.12. "Documents" means, singly or collectively as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Bylaws, the Association's Articles of Incorporation, and the Rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of that Document.
- 1.13. "General Common Elements" means Common Elements that are not Limited Common Elements.
- 1.14. "Limited Common Elements" means a portion of the Common Elements allocated by this Declaration or the Documents, or by the Act for the exclusive use of one or more, but less than all of the Units.
- 1.15. "Majority" means more than fifty percent (50%).
- 1.16. "Member" means a member of the Association, each member being an owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.
- 1.17. "Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a Unit.

1.18. "Occupant" means an occupant of a Unit, regardless of whether the person owns the Unit.

1.19. "Officer" means an officer of the Association.

1.20. "Owner" means a holder of recorded fee simple title to a Unit. Declarant is the initial Owner of all Units. Contract sellers and mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a member of the Association.

1.21. "Property" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land.

1.22. "Rules" means rules and regulations adopted by the Board in accordance with the Documents or the Act.

1.23. "Unit" means the elements of an individual condominium unit which are not owned in common with the Owners of the other condominium units in the Project as shown on the Plat and Plans attached hereto as Exhibit C.

1.24. "Unit Square Footage" means the square footage of the Property allocated to such Unit, as shown on Exhibit B attached hereto.

ARTICLE 2

NAMES, LOCATION, AND DESCRIPTION

2.1. PROPERTY NAME. The name of the Property is River Guide Professional Plaza Condominiums.

2.2. ASSOCIATION NAME & TYPE. The name of the Association is River Guide Plaza Owner's Association, Inc.. The Association is or will be chartered as a Texas nonprofit corporation.

2.3. PROPERTY LOCATION. The Property is located entirely in the City of Kerrville, Kerr County, Texas.

2.4. PROPERTY DESCRIPTION. The Property is located on the land described in Exhibit A to this Declaration, and includes every Unit and all Common Elements thereon.

2.5. SUBJECT TO DOCUMENTS. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration and of the other Documents, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner.

ARTICLE 3

UNITS AND LIMITED COMMON ELEMENTS

3.1. UNIT DESCRIPTION. The identification number or letter of each Unit is shown on the Plans and Plat attached hereto as Exhibit C. The boundaries of a Unit, and the rights and interest appurtenant thereto, shall be as follows:

3.1.1. Preconstruction. Prior to construction of the Unit's improvements, the boundaries of each Unit shall be in the location shown on the Plat and Plans, and the Unit shall include the right to construct improvements at such location, subject to the approval of the Board regarding the exterior construction of such improvements to ensure that such construction is consistent with the overall plan of development for the Property.

3.1.2. Single Unit Buildings. From and after the construction of the Unit's improvements, with respect to a Unit that consists of an entire building, the boundary of such Unit shall be the boundary of the actual location of the building as constructed, including all components of such building, and the Unit shall include the entire building and the land underneath the building.

3.1.3. Multiple Unit Buildings. From and after the construction of the Unit's improvements, with respect to a Unit that adjoins another Unit in a single building, the boundary of each Unit shall be the outside edge of the exterior of such Unit (including all building components attached to the exterior of such Unit), and shall extend to the center of the common wall(s) between such Unit and the adjoining Unit; and the Unit shall include (a) such portion of the building as is within its boundaries, (b) the land underneath such portion of the building, and (c) all building components attached to the exterior of such Unit. In addition, each Unit in a building containing multiple Units shall include an undivided interest in any portion of the building used by the Unit in common with one or more of the other Units, such undivided interest to be equal to the percentage obtained by dividing the Unit Square Footage of the Unit by the total Unit Square Footage of all the Units contained in the building also utilizing such portion of the building.

3.1.4. Other Improvements. Each Unit shall also include the following improvements exclusively serving the Unit, whether or not

located within the Unit's boundaries: HVAC equipment, utility meters; electrical telephone, water, sewer, gas, cable and computer lines and equipment.

3.1.5. Other Rights and Obligations. In addition to the above, a Unit shall include all rights, benefits, obligations, and liabilities allocated or appurtenant to such Unit pursuant to this Declaration, the other Documents, and/or the Act.

3.1.6. Actual Construction Determines Boundaries. In interpreting deeds, mortgages, deeds of trust, and other instruments, the existing physical boundaries of the Unit as initially constructed, and the existing physical boundaries of the Unit reconstructed in accordance with the original structure, shall be conclusively presumed to be its location, regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries shown on the Plat and those of the building.

3.2. NUMBER OF UNITS. The maximum number of Units the Declarant reserves the right to create is twenty five (25).

ARTICLE 4

LIMITED COMMON ELEMENTS

4.1. Allocation of Reserved Limited Common Elements. Portions of the Common Elements are marked on the Plans and Plat as "Limited Common Elements". These portions of the Common Elements include the covered parking spaces allocated to each Unit. The Declarant hereby allocates the specified areas which constitute Limited Common Elements as specified in the Plans and Plat for the exclusive use of the Owners of Units to which these specified areas are so allocated and which shall become appurtenant to such Unit. Common Elements may also be assigned as Limited Common Element areas pursuant to the provisions of Section 82.058 of the Act.

4.2. Allocation of Specified Common Elements The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners or by non-owners for specified periods of time or by only those persons satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

ARTICLE 5

ALLOCATED INTERESTS

5.1. ALLOCATION OF INTERESTS. The undivided interest in the Common Elements, the common expense liability, and votes in the Association allocated to each Unit (the "Allocated Interests") are as set forth in Exhibit B attached hereto and made a part hereof for all purposes.

5.2. DETERMINATION OF ALLOCATED INTERESTS. The Allocated Interests have been determined as follows:

5.2.1. Interest in Common Elements. The undivided interest in the Common Elements allocated to a Unit is based upon the proportion that the Unit Square Footage of the Unit (as shown on Exhibit B) bears to the Total Unit Square Footage of all the Units (as shown on Exhibit B).

5.2.2. Common Expense Liability. The percentage of liability for common expenses allocated to each Unit is allocated to each Unit based upon the proportion that the Unit Square Footage of the Unit (as shown on Exhibit B) bears to the Unit Square Footage of all the Units (as shown on Exhibit B).

5.2.3. Association Votes. Each Unit is entitled to one (1) vote in the Association for each square foot of Unit Square Footage.

5.3. REALLOCATION OF ALLOCATED INTERESTS. If Units are added to or subtracted from the Property, the Allocated Interests shall be reallocated based upon the following formula:

5.3.1. Interest in Common Elements. The undivided interest in the Common Elements shall be reallocated based upon the proportion that the Unit Square Footage of a Unit bears to the total Unit Square Footage of all the Units.

5.3.2. Common Expense Liability. The percentage of liability for common expenses shall be reallocated based upon the proportion that the Unit Square Footage of a Unit bears to the total Unit Square Footage of all the Units.

5.3.3. Association Votes. Each Unit shall be entitled to one (1) vote in the Association for each square foot of Unit Square Footage.

5.4. WATER USAGE. If a Unit is not separately metered and directly billed by the water utility servicing the Unit, and the Association is billed for such water usage, the Board shall have the right to sub-meter the Unit to determine the Unit's water usage and, in such event, the Unit's allocated liability for any water bill of the Association that includes water usage of the Unit shall be determined based upon the water usage of the Unit as shown by the Association's sub-meter.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the general purposes of preserving, maintaining and enhancing the Property, maintaining any equipment or other personal property of the Association, and promoting the common benefit and enjoyment of Owners and Occupants, including but not limited to, (a) construction and maintenance of roads, driveways, parking areas, sidewalks, curbing, utility lines and facilities, drainage facilities, lighting, landscaping, and other Common Element improvements, (b) management and operation of the Association, and (c) conducting any other activities or the payment of any other expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner shall be exempt from such Owner's Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of such Owner's Unit. An Owner's obligation is not subject to offset by the Owner. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. TYPES OF ASSESSMENTS. There are two (2) types of Assessments: Regular and Special.

6.4. REGULAR ASSESSMENTS.

6.4.1. Purpose of Regular Assessments. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the Common Elements, and improvements, equipment, signage, and property owned by the Association.
- b. Management, legal, accounting, auditing, and professional fees for services to the Association.
- c. Costs of operating the Association, such as telephone, postage, office supplies, printing, and meeting expenses.

d. Insurance premiums and deductibles.

e. Contributions to the reserve funds.

f. In the event any Units are not separately metered and billed directly by the water utility for water usage, the cost of water used by the Units.

g. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the Board is necessary or proper for maintenance of the Property, operation of the Association, or enforcement of the Documents.

6.4.2. Annual Budget. On or before December 1st of each year, or as soon thereafter as may be practicable, the Board will prepare and approve an estimated annual budget for each fiscal year. The Budget will take into account the estimated income and common expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to the Owner of each Unit, although failure of the Board to prepare a budget, or the failure of an Owner to receive a budget or summary does not affect an Owner's liability for Assessments. The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Unit will be liable for its share of the annual budget, based upon the Unit's *Allocated Interest* in common expense liability. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

6.4.4. Supplemental Increases. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

6.5. SPECIAL ASSESSMENTS. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Until December 31, 2002, the Board may also levy one or more Special Assessments, which, with respect to each Unit, shall not exceed \$14.00 per Unit Square

Footage of such Unit, for the purpose of the development and construction of the Common Elements, including, without limitation, site work, construction of roads, driveways, parking areas, sidewalks, curbing, utility lines and facilities, drainage facilities, lighting, and landscaping. After December 31, 2002, for any of the following purposes, a Special Assessment must be approved by at least sixty seven percent (67%) of the votes in the Association:

- a. Acquisition of real property,
- b. Construction of additional improvements to the Property -- not repair or replacement of existing improvements; or
- c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

6.6. RESERVE FUNDS. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and use its best efforts to fund reserves out of Regular Assessments.

6.6.1. Operations Reserves. The Association will maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

6.6.2 Replacement and Repair Reserves. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements.

6.7. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association shall have the right to borrow money, subject to the consent of Owners representing at least sixty seven percent (67%) of the votes in the Association. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

ARTICLE 7

ASSESSMENT LIEN

7.1. ASSESSMENT LIEN. Each Owner, by accepting an interest in or title to a

Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit, and any rents and insurance proceeds payable with respect thereto. Each Owner, and each prospective Owner, is placed on notice that such Owner's title is subject to the continuing lien for Assessments attributable to a period prior to the date such Owner purchased such Owner's Unit.

7.2. SUPERIORITY OF ASSESSMENT LIEN. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for (a) liens for real property taxes and other governmental assessments or charges against the Unit (unless otherwise provided by the Texas Tax Code), and (b) purchase money, vendor's lien or deed of trust lien recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to a lien for construction of improvements to the Unit or an assignment of the right to insurance proceeds on the Unit, regardless of when recorded or perfected.

7.3. EFFECT OF MORTGAGEE'S FORECLOSURE. A Mortgagee's foreclosure of its lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the Mortgagee's foreclosure sale is liable for Assessments coming due from and after the date of the sale.

7.4. POWER OF SALE. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of nonjudicial sale in connection with the Association's Assessment lien. The Board may appoint, from time to time, an officer, agent, trustee, substitute trustee, or attorney to exercise the power of sale on behalf of the Association. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

7.5. FORECLOSURE OF LIEN. The Assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any other manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may not foreclose a lien for Assessments consisting solely of fines.

ARTICLE 8

EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is due not later than fifteen (15) days after an Owner's receipt of written Notice of the Assessment sent by the Board, unless the Board provides otherwise in the Notice of Assessment. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Board is responsible for taking action to collect delinquent Assessments. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The remedies of the Association with respect to the collection of delinquent Assessments set forth in Section 7.5. and in Sections 8.1 through 8.8 below are in addition to and not in substitution for all other rights and remedies that the Association may have, at law or in equity.

8.1. INTEREST. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum rate of contractual interest that may be charged under state or federal law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.2. LATE FEES. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.3. COLLECTION EXPENSES. The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorney's fees and processing fees.

8.4. ACCELERATION. If an Owner defaults in paying an Assessment that is payable in installments, the Board may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.5. SUSPENSION OF USE AND VOTE. If an Owner's Assessment has been delinquent for at least 30 days, the Board may suspend the right of such Owner and the Occupants of such Owner's Unit to use Common Elements and common services during the period of delinquency. Services include master-metered or sub-metered utilities serving the Unit. The Board may not suspend an Owner or Occupant's right of access to the Unit. The Board may suspend the right to vote appurtenant to the Unit. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments.

8.6. MONEY JUDGMENT. The Association may file suit seeking a money

judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association's lien for Assessments.

8.7. NOTICE TO LIENHOLDER. The Board may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

8.8. APPLICATION OF PAYMENTS. The Board may refuse to accept partial payment, i.e., less than the full amount due and payable. The Board may also refuse to accept payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payor.

ARTICLE 9

MAINTENANCE AND REPAIR OBLIGATIONS

9.1. ASSOCIATION MAINTENANCE OBLIGATIONS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association shall maintain, repair, and replace, as a common expense, the General Common Elements, as well as the parking spaces allocated to each Unit as Limited Common Elements.

9.2. OWNER RESPONSIBILITY (ALL OWNERS). Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

9.2.1. To maintain, repair, and replace such Owner's Unit;

9.2.2. To keep such Owner's Unit in a neat, clean, odorless, orderly, and attractive condition;

9.2.3. To maintain, repair and replace the Limited Common Elements, if any, allocated or appurtenant to such Owner's Unit (other than the parking spaces allocated to such Owner's Unit), such responsibility and obligation being joint and several with the Owners of any other Units to which the same Limited Common Elements have been allocated;

9.2.4. To not do any work or to fail to do any work, which, in the

reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto;

9.2.5. To be responsible for the willful or negligent actions or omissions of such Owner, any Occupant of such Owner's Unit, and their respective guests, invitees, agents, employees, or contractors, when those acts necessitate maintenance, repair, or replacement of the Common Elements, or the property of another Owner.

9.3. OWNER RESPONSIBILITY (MULTIPLE UNIT BUILDINGS). In addition to their responsibilities set forth in Section 9.2 above, each Owner of a Unit in a building containing multiple Units shall have the responsibility to maintain, repair and replace the exterior of the building and any portions of such building owned by them in common ("Common Portions"), and keep the exterior and any Common Portions in a neat, clean, odorless, orderly, and attractive condition. Each Owner of a Unit in a building containing multiple Units shall have such easements and other rights as shall be necessary in order to allow each Owner to comply with such Owner's obligations hereunder. Notwithstanding the above, no Owner shall have the right to undertake any maintenance, repair, replacement or other work with respect to the exterior of the building or any Common Portions, and no Owner shall be responsible for the payment of any costs and expenses thereof, unless (a) such work is authorized by the vote of Owners owning a Majority of the total Unit Square Footage of the Units contained within the building, or (b) the Board demands that such maintenance, repair, replacement, or other work be done pursuant to Section 9.4. below. Each Owner shall share the cost of any such maintenance, repair or replacement work proportionately based upon the proportion that the Unit Square Footage of such Owner's Unit bears to the total Unit Square Footage of all Units contained within the building. If an Owner fails or refuses to pay or reimburse the other Owners for such Owner's share (the "Owner's Share") of the cost of such maintenance, repair or other work within ten (10) days following written demand for such payment, (i) the Owner's Share shall bear interest from the date of such written demand at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate of contractual interest that may be charged under state or federal law, (ii) the defaulting Owner shall be liable to the other Owners for any and all costs, fees, and expenses (including court costs and attorney's fees) incurred by the other Owners in their efforts to collect the Owner's Share, and (iii) the other Owners (or any of them) may file suit against the defaulting Owner to collect the Owner's Share and any other amounts owed by the defaulting Owner hereunder.

9.4. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at such Owner's expense. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being such Owner's expense.

ARTICLE 10

PROPERTY EASEMENTS AND RIGHTS

10.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

10.2. OWNER'S EASEMENT OF ENJOYMENT. Every Owner is granted a right and easement of enjoyment over the General Common Elements and to the use of improvements therein, subject to other rights and easements contained in the Documents.

10.3. OWNER'S INGRESS/EGRESS EASEMENT. Every Owner (and, unless restricted by such Owner, every Occupant of such Owner's Unit) is granted a perpetual easement over the Property, as may be reasonably required, for unrestricted ingress to and egress from such Owner's Unit or any appurtenant Limited Common Elements.

10.4. OWNER'S ENCROACHMENT EASEMENT. Each Unit shall have an easement over all adjoining Units and the Common Elements for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, construction, repair, shifting, settlement or movement of any improvements or any other cause; provided, however, in no event shall a valid easement for encroachment or protrusion be created in favor of an Owner or Owners if such encroachment or protrusion occurred due to the willful misconduct of such Owner or Owners. There shall be easements for the maintenance and repair of such encroachments or protrusions as long as they exist, and the rights and obligations of Owners shall not be altered in any way hereby. In the event an improvement is partially or totally destroyed, and then repaired and rebuilt, minor encroachments and/or protrusions over adjoining Units or Common Elements shall be permitted and there shall be an easement for the maintenance and repair of such encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the Common Elements or on a Unit for purposes of marketability of title or otherwise.

10.5 ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry into every Unit and Common Element to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, to exercise its rights under the Documents, and to perform any other duties required by the Documents.

10.6 OWNER'S ACCESS AND REPAIR EASEMENT (MULTIPLE UNIT BUILDINGS). Each Owner of a Unit in a building containing multiple Units shall have an easement of access and entry into the other Units contained within such building to exercise or perform such Owner's maintenance, repair and replacement rights and obligations provided for in Section 9.3. above; provided that each Owner shall use good faith efforts to accommodate the needs of the other Owners in the exercise of such Owner's rights hereunder.

10.7. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over the Common Elements for utilities, roads, parking, drainage and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

READERS, PLEASE PAY PARTICULAR HEED TO
THE NEXT PROVISION TITLED "SECURITY".

10.8. SECURITY. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES, ON SUCH OWNER'S AND OCCUPANT'S OWN BEHALF AND FOR THEIR RESPECTIVE GUESTS, THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, EMPLOYEES AND REPRESENTATIVES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR SUCH OWNER'S OR OCCUPANT'S OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT

DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, EMPLOYEES AND REPRESENTATIVES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLAR, INTRUSION OR ANY OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, EMPLOYEES AND REPRESENTATIVES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ANY FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

ARTICLE 11

LIMITATIONS ON LEASING

11.1. SUBJECT TO DOCUMENTS. All leasehold tenants are subject to the Declaration.

11.2. EVICITION OF TENANTS. Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

11.2.1. Violation Constitutes Default. Failure by the tenant or such tenant's guests or invitees to comply with the Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of a tenant's violation, the Owner will promptly obtain the tenant's compliance or exercise such Owner's rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain the tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section.

11.2.2. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as such Owner's agent and attorney in fact, with full authority to act in such Owner's place in all respects, solely for the purpose of enforcing the Documents against such Owner's tenants, including but not limited to the

authority to institute forcible detainer proceedings against such Owner's tenant on such Owner's behalf, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

11.2.3. Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against such Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

ARTICLE 12

USE RESTRICTIONS

12.1. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property; and each Unit is owned and occupied subject thereto.

12.2. USE. The use of a Unit is limited exclusively to the applicable governmental ordinances and zoning regulations in effect at any given time or any other use permitted by this Declaration. In addition, a Unit shall not be used for any purpose other than a Permitted Use (as described on Exhibit E attached hereto), unless such other use has been approved in accordance herewith. If an Owner desires that such Owner's Unit be used for a purpose other than a Permitted Use (the "Proposed Use"), the Owner shall submit a request in writing (the "Use Request") to the Board describing the Proposed Use in such reasonable detail as the Board shall request. The Board shall approve or deny the Proposed Use described in the Use Request within ten (10) business days after the Board's receipt of the Use Request by notifying the Owner in writing prior to the end of the ten (10) business day period. Failure by the Board to approve or deny the Use Request within the ten (10) business day period shall constitute an approval of the Proposed Use. If the Board denies a Proposed Use, the Owner shall have the right to demand that the Use Request be considered by the Owners of all the Units, such demand to be in writing and sent to the Board. In such event, the Board shall, within five (5) business days after its receipt of the Owner's demand, submit the Use Request to the Owners of all of the Units, along with (i) a notice ("Use Notice") notifying such Owners that the Owner has requested that the Use Request be considered by the Owners, and (ii) a ballot to be returned to the Board within thirty (30) calendar days after the date of the Use Notice. If the Proposed Use is approved by the vote of Owners holding sixty seven percent (67%) of the votes in the Association, the Unit owned by the Owner who

submitted the Use Request may be used for the Proposed Use. Failure of an Owner to return a ballot within thirty (30) calendar days after the date of the Use Notice shall constitute a rejection of the Proposed Use by such Owner. A Proposed Use approved in accordance with this Section 12.2. may continue for such period of time as may be specified in the Use Request or, if no time period is specified, the Proposed Use shall thereafter be considered a Permitted Use with respect to, and only with respect to, such Owner's Unit. The approval or rejection of a Proposed Use shall be determined by the Board and/or the Owners in their sole and absolute discretion, and no approval or rejection of any previous Use Request of any Owner shall obligate the Board or the Owners to approve or reject a subsequent Use Request by such Owner or any other Owner.

12.3. NONRESIDENTIAL USE. Notwithstanding anything in this Declaration to the contrary, a Unit shall not be used as a dwelling or residence, whether temporary or permanent, nor shall a Unit be used as a hotel, motel, inn, bed and breakfast, guest house or other similar business. None of such uses shall be deemed to be a Permitted Use, nor shall the Board or the Owners have the authority to approve any of such uses through the procedures regarding the approval of Proposed Uses described in Section 12.2..

12.4. OCCUPANCY OF UNITS. A person may not occupy a Unit if the person constitutes a direct threat to the health or safety of other persons.

12.5. ANNOYANCE. No Unit or Limited Common Element may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may endanger the health or safety of residents; (c) may result in the cancellation of insurance on the buildings, or (d) will violate any law. The Board has the sole authority to determine what constitutes an annoyance.

12.6. APPEARANCE RESTRICTIONS. An Owner shall not take any action which would cause the exterior appearance of such Owner's Unit (including, without limitation, exterior materials, window frames, porches, roofing materials and color scheme) to materially vary from the general architectural plan of the project as evidenced by the exterior appearance of the other Units. Both the exterior and interior of the Units, must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring units. The Board will be the arbitrator of acceptable appearance standards.

12.7. VEHICLE RESTRICTIONS. All vehicles on the Property, whether owned or operated by the occupants or their guests, are subject to the following restrictions:

12.7.1. Types. No large commercial-type vehicle, mobile home, motor home, camper, bus, trailer, boat, aircraft, inoperable vehicle, or any other similar vehicle or any vehicular equipment, mobile or otherwise, which the Board deems to be a nuisance, unsightly, or inappropriate may be kept, parked, or stored anywhere on the Property.

12.7.2. Repairs. Repairs or restorations of vehicles are prohibited.

12.7.3. Obstruction. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

12.7.4. Removal. The Association may effect the removal of any vehicle in violation of this Section or Rules regulating vehicles.

12.8. LANDSCAPING RESTRICTIONS. Other than the Board, no person may perform landscaping, planting, or gardening anywhere upon the Property.

12.9. DRAINAGE RESTRICTIONS. No person may interfere with the established drainage pattern over any part of the Property.

12.10. STRUCTURAL INTEGRITY. No person may directly or indirectly impair the structural soundness or integrity of a building or another Unit, nor do any work that will impair an easement or hereditament.

12.11. SPECIFIC USES. Except for ingress and egress, the Common Elements may not be used for any purpose that has not been authorized in writing by the Board.

ARTICLE 13

AMENDMENTS

13.1. CONSENTS REQUIRED. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant alone or by the Board alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty seven percent (67%) of the votes in the Association.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (i) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners; and (iii) recorded in the real property records of Kerr County, Texas.

13.3. DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument.

ARTICLE 14

INSURANCE

14.1. GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article, with which the Board will make every reasonable effort to comply, including the following:

14.1.1. Common Expense. The cost of insurance coverages and bonds maintained by the Association is a common expense.

14.1.2. Insurer. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas.

14.1.3. Insured. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each Owner and Mortgagee.

14.1.4. Subrogation. Policies of casualty and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner.

14.1.5. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as such Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

14.1.6. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Association before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

14.1.7. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an Owner or Occupant or their invitees, the Owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

14.1.8. Prejudice. The insurance will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

14.2. PROPERTY INSURANCE. The Association shall maintain property

insurance on the insurable Common Elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least 80 percent of the replacement cost or actual cash value of the insured property as of the effective date and at each renewal date of the policy.

14.3. LIABILITY INSURANCE. The Association shall maintain a commercial general liability insurance policy over the Common Elements -- expressly excluding the liability of each Owner and Occupant within a Unit -- for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least \$1,000,000 per occurrence and \$1,000,000 aggregate single limit. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

14.4. OTHER POLICIES. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

14.5. OWNER'S RESPONSIBILITY FOR INSURANCE.

14.5.1. Insurance by Owners. Notwithstanding the foregoing, the Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association

14.5.2. Association Does Not Insure. The Association does not insure an Owner, an Owner's Unit, or an Owner's or Occupants personal property. Each Owner is solely responsible for insuring an Owner's Unit and personal property, and an Owner and/or Occupant are solely responsible for insuring an Occupant's personal property, including furnishings, equipment, vehicles, and stored items. The Association strongly recommends that each Owner and Occupant purchase and maintain insurance.

ARTICLE 15

RECONSTRUCTION OR REPAIR AFTER LOSS

15.1. SUBJECT TO ACT. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act; provided that the Association is not and shall not have any obligation to repair or replace any damage to or destruction of any Units.

15.2. OWNER'S DUTY TO REPAIR.

15.2.1. Duty to Repair. If an Owner's Unit is damaged or destroyed, such Owner shall promptly repair or restore such Owner's Unit to the condition the Unit was in prior to the damage or destruction. Within sixty (60) days after the date of damage, the Owner will begin repair or restoration of such Owner's Unit, subject to the right of the Association to supervise, approve, or disapprove the repair or restoration work.

15.2.2. Failure to Repair. If an Owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an Assessment against the Owner and Unit for the cost thereof, after giving the Owner reasonable notice of the Association's intent to do so.

ARTICLE 16

TERMINATION AND CONDEMNATION

16.1. TERMINATION. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act.

16.2. CONDEMNATION. The Association's response to condemnation through eminent domain of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional improvements, the Board may, to the extent permitted by law, execute an amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or improvements.

ARTICLE 17

ASSOCIATION OPERATIONS

17.1. INDEMNIFICATION. The Association shall indemnify every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights

to which present or former Leaders may be entitled.

17.2 ASSOCIATION'S RIGHT TO ENFORCE DOCUMENTS. The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

17.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

17.2.2. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

ARTICLE 18

GENERAL PROVISIONS

18.1. ASSOCIATION AS TRUSTEE. Each Owner hereby irrevocably appoints the Association, acting through its Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act.

18.2. COMPLIANCE. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

18.3. NOTICE. All demands or other notices required to be sent to an Owner or Occupant by the terms of this Declaration will be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an Owner fails to give the Association an address for mailing notices, all notices may be sent to the Owner's Unit, and the Owner is deemed to have been given notice whether or not the Owner actually receives it.

18.4. SEVERABILITY. Invalidation of any provision of this Declaration by

judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

18.5. CAPTIONS. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

18.6. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

18.7. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

18.8. APPENDIXES. The following appendixes are attached to this Declaration and are incorporated herein by reference:

- A - Legal Description of Subject Land
- B - Schedule of Allocated Interests
- C - Plats and Plans
- D - Declarant Representations & Reservations
- E - Permitted Uses

18.9. ARBITRATION. UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE BETWEEN OWNERS AND/OR THE ASSOCIATION SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

SIGNED on this 24th day of April, 2002.

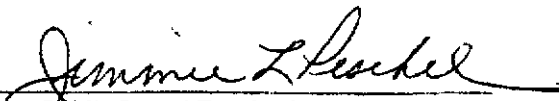
1001 Water St., Ltd., a Texas Limited Partnership, by 1001 Water St. Partner, LLC, its General Partner

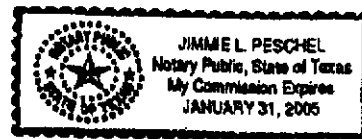
By: 

L. Brent Bates, President

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on this 12th day of April, 2002, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.


Notary Public In and For the State of Texas



FILED BY AND RETURN TO:

Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, TX 78028

GF#: 020321F

CONSENT AND SUBORDINATION OF LENDER

Bank of America, the owner and holder of liens against the Property, such liens being evidenced by a vendor's lien retained in Deed dated April 18, 2002, from The Water Street Joint Venture to 1001 Water St., Ltd., filed of record in the County Clerk's office of Kerr County, Texas, as well as a Deed of Trust dated April 18, 2002, to PRLAP, Inc., Trustee, filed of record in the County Clerk's office of Kerr County, Texas, does hereby consent to the filing of this Declaration, and does hereby subordinate its liens and interests in all things in the Property to this Declaration.

Bank of America

By: Dean Lammert
Dean Lammert, SVP
 (Printed Name and Title)

THE STATE OF TEXAS §
 §
 COUNTY OF Bexar §

This instrument was acknowledged before me on this 24 day of April, 2002, by Dean Lammert, SVP of Bank of America, for and on behalf of said bank.



Renee Melton
 Notary Public In and For the State of Texas

EXHIBIT A

Legal Description of Property

8.94 acres of land, more or less, described on Exhibit A-1 attached hereto and fully incorporated herein by reference, SAVE AND EXCEPT, 1.64 acres of land, more or less described on Exhibit A-2 attached hereto and fully incorporated herein by reference.

Exhibit "A-1"

FIELD NOTES DESCRIPTION FOR 8.94 ACRES OF THE
WATER STREET JOINT VENTURE LAND IN THE CITY
OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land comprising, approximately, 5.39 acres out of Thos. Hand Survey No. 115, Abstract No. 193, and 3.55 acres out of Benj. F. Cage Survey No. 116, Abstract No. 196, in the City of Kerrville, Kerr County, Texas; the same land conveyed as 9.2 acres to The Water Street Joint Venture from Albert P. Keller by a Warranty Deed with Assumption executed the 2nd day of May, 1983 and recorded in Volume 276 at Page 627 of the Deed Records of Kerr County, Texas; comprising part of Lot No. 8 in Block No. 26 of the J. D. Brown Addition to the City of Kerrville, the plat of which is recorded in Volume 1 at Page 1 of the Plat Records of Kerr County, Texas, and part of Block 3 of J. A. Tivy's First Addition to the City of Kerrville, the plat of which is recorded in Volume P at Page 16 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a 1/2" iron stake found for the east corner of the herein described tract and said 9.2 acres, at the intersection of the southwest right-of-way line of Water Street, a public street, with the northwest right-of-way line of an unimproved section a "A" street, a public street;

THENCE, with the southeast line of said 9.2 acres, the northwest right-of-way line of said "A" Street, S.44°42'25"W. 610.93 ft. (S.44°24'W. 620.99 ft.) to a 1/2" iron stake found for the south corner of the herein described tract and said 9.2 acres, on the northeast bank of the Guadalupe River;

THENCE, with the southwest line of said 9.2 acres, the northeast bank of said Guadalupe River, each point marked with a found 1/4" iron stake: N.19°10'34"W. 68.30 ft.; N.01°36'46"W. 66.50 ft.; N.16°00'34"W. 120.79 ft.; N.14°23'07"W. 194.28 ft.; N.27°09'03"W. 137.08 ft.; N.30°27'33"W. 143.66 ft.; and N.30°55'06"W. 55.86 ft. to the west corner of the herein described tract and said 9.2 acres, the southwesterly common corner of Lots No. 6 and No. 8 in said Block No. 26;

THENCE, with the northwest line of said 9.2 acres, the common line between said Lots No. 6 and No. 8, N.46°18'09"E. (N.46°17'E.) 55.70 ft. to a fence cornerpost at the south corner of 0.39 acre conveyed to Florence Rose Honea from Annie Claire Deibner, et vir, by a Warranty Deed executed the 27th day of December, 1945 and recorded in Volume 77 at Page 471 of the Deed Records of Kerr County, Texas;

THENCE, along or near a fence with the northwest line of said 9.2 acres, N.46°18'09"E., with the southeast line of said 0.39 acre, at approximately 115 ft. passing its east corner, the south corner of 0.12 acre conveyed to Florence Rose Honea, et vir, from Rosa Gold, et vir, by a Warranty Deed executed the 5th day of November, 1951 and recorded in Volume 97 at Page 245 of the Deed Records of Kerr County, Texas, then continuing with the southeast line said 0.12 acre for a total distance of 170.71 ft. (N.45°E. 171 ft.) to the southeasterly common corner of said 0.12 acre and 0.113 acre conveyed to Betty Lee Hill from Everett E. Marshall, et ux, by a Warranty Deed executed the 24th day of October, 1968 and recorded in Volume 135 at Page 446 of the Deed Records of Kerr County, Texas;

THENCE, continuing along or near a fence with the common line between said 9.2 acres and said 0.113 acre, N.46°18'09"E. 50.67 ft. (N.45°E. 51 ft.) to a 1/2" iron stake found at the southeasterly common corner of said 0.113 acre and 0.12 acre conveyed to Fred M. Walker from Linda Williams Day by a Warranty Deed with Vendor's Lien executed the 27th day of December, 1983 and recorded in Volume 288 at Page 450 of the Deed Records of Kerr County, Texas;

THENCE, continuing along or near a fence with the common line between said 9.2 acres and said 0.12 acre, N.46°24'08"E. 54.06 ft. (N.45°E. 54 ft.) to a 1/2" iron stake found at the southeasterly common corner of said 0.12 acre and the land conveyed to Donald J. Priour, M.D., et ux, from B/D/B Joint Venture by a Warranty Deed executed the 7th day of May, 1999 and recorded in Volume 1011 at Page 654 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said 9.2 acres and said Priour land, N.46°25'22"E., along or near a fence, at 138.8 ft. passing the end of said fence, then continuing not along a fence for a total distance of 152.97 ft. (N.45°E. 153 ft.) to a 1/2" iron stake found for the north corner of the herein described tract and said 9.2 acres in the southwest right-of-way line of said Water Street;

THENCE, with the southwest right-of-way line of said Water Street, the northeast line of said 9.2 acres: S.45°32'26"E. 113.92 ft. (S.45°E. 114.4 ft.) to a 1/2" iron stake found at the beginning of a 07°50'18" curve concave to the southwest having a radius of 731.01 ft.; 344.67 ft. with an arc of said 07°50'18" curve subtended by a central angle of 27°00'53" (long chord = S.32°02'00"E. 341.49 ft.) to a 1/2" iron stake found at its end; and S.18°31'33"E. 273.87 ft. (S.18°E. 274.4 ft.) to the PLACE OF BEGINNING containing 8.94 acres of land, more or less, within these metes and bounds.

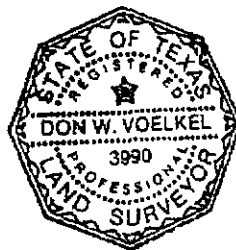
I hereby certify that these field notes and accompanying plat are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Date surveyed: November 1 - 6, 2002

Dated this 12th day of April, 2002



Don W. Voelkel
Registered Professional Land Surveyor No. 3990



FIELD NOTES DESCRIPTION FOR 1.64 ACRES OF THE
WATER STREET JOINT VENTURE LAND IN THE CITY
OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land comprising, approximately, 1.35 acres out of Thos. Hand Survey No. 115, Abstract No. 193, and 0.29 acre out of Benj. F. Cage Survey No. 116, Abstract No. 106, in the City of Kerrville, Kerr County, Texas; part of the land conveyed as 9.2 acres to The Water Street Joint Venture from Albert P. Keller by a Warranty Deed with Assumption executed the 2nd day of May, 1983 and recorded in Volume 276 at Page 627 of the Deed Records of Kerr County, Texas; comprising part of Lot No. 8 in Block No. 26 of the J. D. Brown Addition to the City of Kerrville, the plat of which is recorded in Volume 1 at Page 1 of the Plat Records of Kerr County, Texas, and part of Block 3 of J. A. Tivy's First Addition to the City of Kerrville, the plat of which is recorded in Volume P at Page 16 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a 1/4" iron stake set for the east corner of the herein described tract in the southeast line of said 9.2 acres, the northwest right-of-way line of an unimproved section a "A" street, a public street; which point bears 21.53 ft. S.44°42'25"W. from a 1/4" iron stake found at the east corner of said 9.2 acres;

THENCE, with the southeast line of said 9.2 acres, the northwest right-of-way line of said "A" Street, S.44°42'25"W. (S.44°24'W.) 589.40 ft. to a 1/4" iron stake found for the south corner of the herein described tract and said 9.2 acres, on the northeast bank of the Guadalupe River;

THENCE, with the southwest line of said 9.2 acres, the northeast bank of said Guadalupe River, each point marked with a found 1/4" iron stake: N.19°10'34"W. 68.30 ft.; N.01°36'46"W. 66.50 ft.; N.16°00'34"W. 120.79 ft.; N.14°23'07"W. 194.28 ft.; N.27°09'03"W. 137.08 ft.; N.30°27'33"W. 143.66 ft.; and N.30°55'06"W. 55.86 ft. to the west corner of the herein described tract and said 9.2 acres, the southwesterly common corner of Lots No. 6 and No. 8 in said Block No. 26;

THENCE, with the northwest line of said 9.2 acres, the common line between said Lots No. 6 and No. 8, N.46°18'09"E. (N.46°17'E.) 55.70 ft. to a fence cornerpost for the north corner of the herein described tract at the south corner of 0.39 acre conveyed to Florence Rose Honea from Annie Claire Deibner, et vir, by a Warranty Deed executed the 27th day of December, 1945 and recorded in Volume 77 at Page 471 of the Deed Records of Kerr County, Texas;

THENCE, upon, over and across said 9.2 acres: S.25°15'45"E. 618.20 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract; and N.61°03'04"E. 434.84 ft. to the PLACE OF BEGINNING containing 1.64 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes and accompanying plat are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Date surveyed: November 1 - 6, 2002

Dated this 12th day of April, 2002

Don W. Voelkel

Don W. Voelkel
Registered Professional Land Surveyor No. 3990

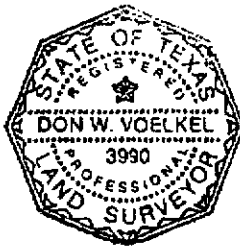


EXHIBIT B

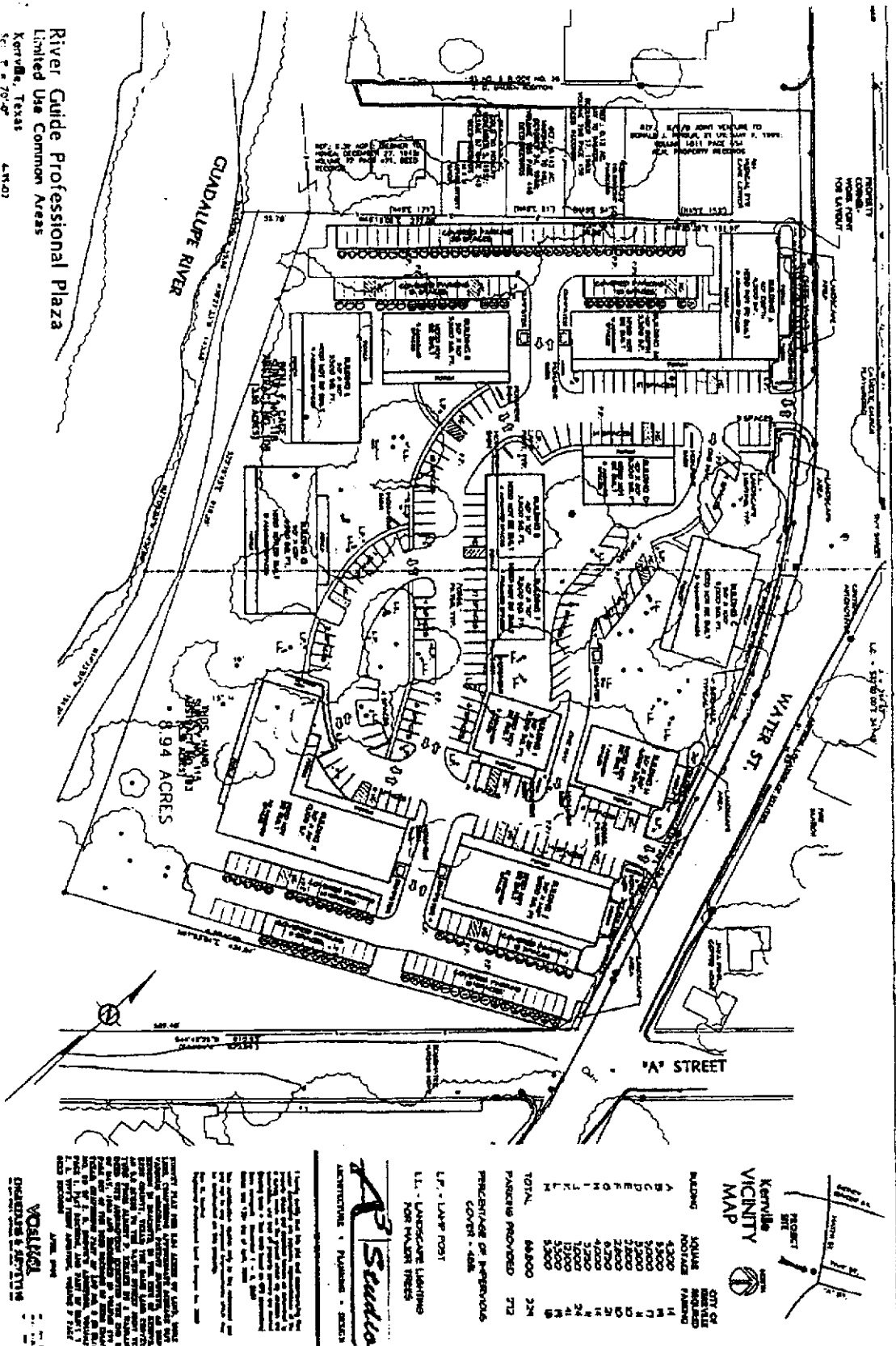
Schedule of Allocated Interests

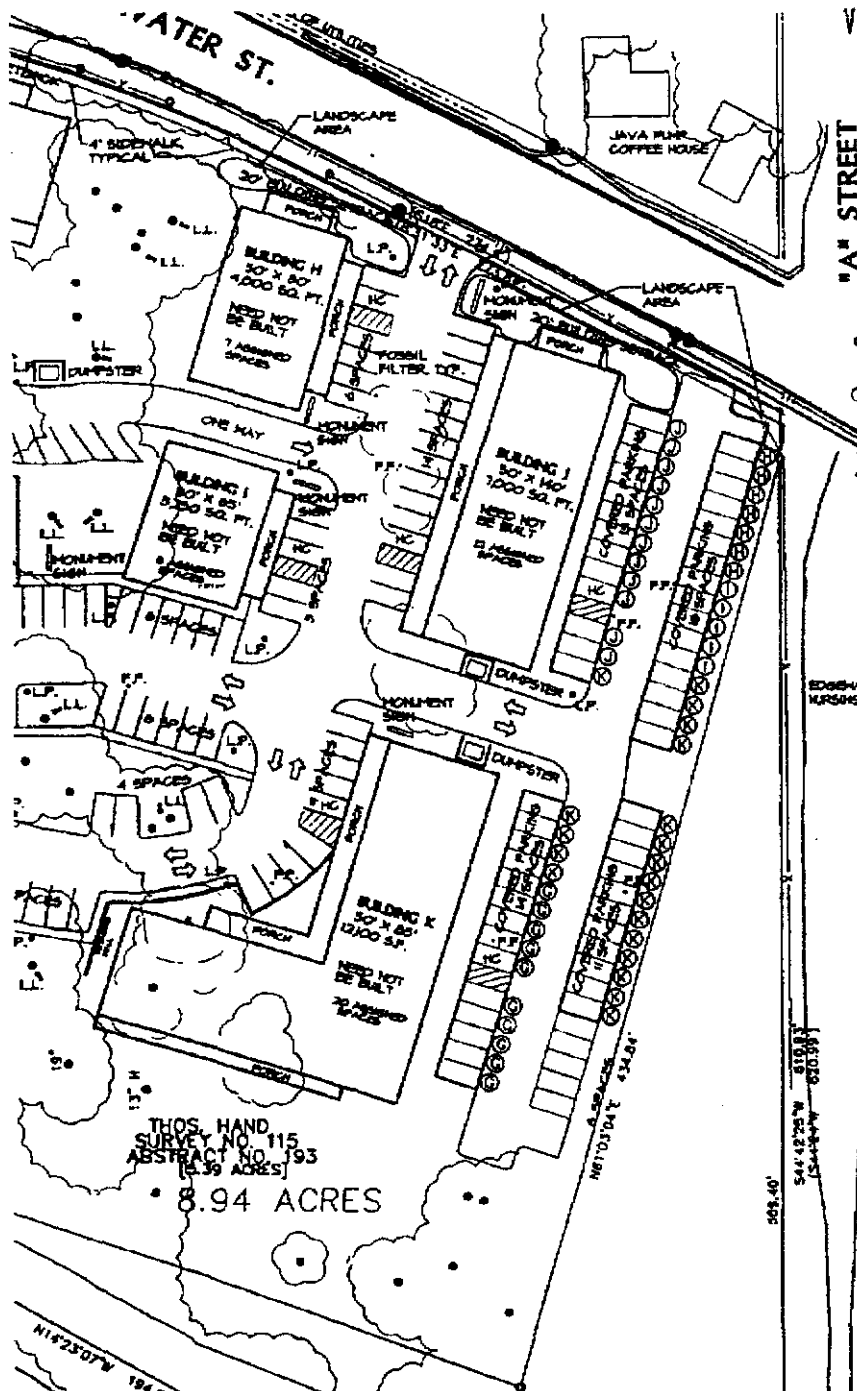
<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Association</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
A	4200	6.287%	6.287%	4200	14
B	5500	8.234%	8.234%	5500	19
C	5000	7.485%	7.485%	5000	17
D	3200	4.790%	4.790%	3200	11
E	2800	4.192%	4.192%	2800	10
F	2800	4.192%	4.192%	2800	10
G	6250	9.356%	9.356%	6250	21
H	4000	5.988%	5.988%	4000	14
I	3250	4.865%	4.865%	3250	11
J	7000	10.479%	10.479%	7000	24
K	12100	18.114%	18.114%	12100	41
L	5500	8.234%	8.234%	5500	19
M	5200	7.784%	7.784%	5200	18
<u>Total</u>	<u>66,800</u>				

VOL. 1186 PAGE 0831

EXHIBIT C

Plats and Plans





ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	8
B	9
C	8
D	5
E	4
F	4
G	12
H	7
I	5
J	12
K	20
L	9
M	9
TOTAL	112

River Guide Professional Plaza

East Parking Area
Limited Use Common Areas

Kerrville, Texas

Sc: T = 70'-0"

4-15-02

A³ Studio
ARCHITECTURE • PLANNING • DESIGN

EXHIBIT D

Declarant Representations and Reservations

A. DEVELOPMENT PERIOD. The Development Rights hereby created or reserved to the Declarant may be exercised at any time, but not more than three (3) years after the date of recording of this Declaration (the "Development Period").

B. STATUTORY DEVELOPMENT RIGHTS. Declarant reserves the following Development Rights:

1. The right by amendment to add real property to the Property.
2. The right by amendment to create Units, Common Elements, and Limited Common Elements within the Property.
3. The right by amendment to subdivide Units or convert Units into Common Elements.

C. ADDITIONAL DEVELOPMENT RIGHTS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

1. An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
2. The right to sell or lease any Unit owned by Declarant.
3. The right of entry and access to all Units to perform warranty related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
4. An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done within thirty (30)

days after termination of the Development Period.

D. SPECIAL DECLARANT RIGHTS. Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Property:

1. The right to complete or make improvements indicated on the Plat and Plans.
2. The right to exercise any Development Right.
3. The right to use Units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property, for as long as Declarant owns a Unit.
4. For purposes of identifying and marketing the Property, Declarant reserves an easement and right to place or install signs on the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property.
5. Declarant has an easement and right of ingress and egress in and through the Common Elements and Units Owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.
6. Declarant reserves the right to appoint or remove any officer or director of the Association during the Declarant Control Period consistent with the Act.

E. DECLARANT CONTROL PERIOD. For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly sellout of the Property, Declarant will retain control of the Association during the Declarant Control Period, subject to the following:

1. Declarant will comply with Section 82.103 of the Act regarding transition of control from Declarant to Owners by phased election of directors.
2. The Declarant Control Period will begin on the date this Declaration is recorded (the "Commencement Date"), and will end on the earliest to occur of (a) two (2) years after the Commencement Date, (b) the 120th day after conveyance of 75 percent of the Units that may be created to Owners other than Declarant, or (c) the date

when, in the sole opinion of Declarant, the Association is viable, self-supporting, and operational.

F. LIMITATIONS ON SPECIAL DECLARANT RIGHTS. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant so long as Declarant holds a Development Right to create additional Units or Common Elements, or Declarant owns a Unit. Earlier termination of certain rights may occur by statute.

G. GENERAL RESERVATION. Notwithstanding other provisions of the Documents to the contrary, nothing contained herein may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the rights contained herein, which rights Declarant hereby reserves exclusively unto itself, its agents, employees, and contractors.

H. OBLIGATIONS FOR ASSESSMENTS. For each Unit owned by Declarant, Declarant is liable for Regular and Special Assessments in the same manner as any Owner.

EXHIBIT E

Permitted Uses

- Professional Medical offices
- Law Offices
- Architectural Offices
- Accounting or Bookkeeping Offices
- Advertising Offices
- Insurance Offices
- Financial Service Offices
- Real Estate Brokerage Offices
- Title Company Offices
- Personal Agency Offices
- Banking Offices

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

Provisions herein which restrict the sale, rental or use of the described property because of color or tone is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stipulated herein by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

APR 30 2002



Janet Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL

Rec Property
1186 PG 798

RECORDING DATE

APR 30 2002



Janet Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

Refile 07121
06738

VOL. 1206 PAGE 0332

VOL. 1208 PAGE 0507

FIRST AMENDMENT TO DECLARATION OF
RIVER GUIDE PROFESSIONAL PLAZA CONDOMINIUMS

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

WHEREAS, pursuant to that certain Declaration of River Guide Professional Plaza Condominiums (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Professional Plaza Condominiums (the "Condominium");

WHEREAS, pursuant to and in connection with the creation of the Condominium, River Guide Plaza Owner's Association, Inc. (the "Association") was organized as a unit owner's association pursuant to Section 82.101 of the Texas Uniform Condominium Act.;

WHEREAS, the Declarant and the Association desire to amend the Declaration to (i) change the name of the Condominium to "River Guide Village Condominiums", and (ii) modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for changes made by Declarant in the exercise of Declarant's Development Rights subsequent to the date of the Declaration (the "Amendments");

WHEREAS, the Declarant and the Association (by unanimous vote of the Association's Board of Directors and Members) have approved the Amendments;

NOW, THEREFORE, pursuant to Article 13 of the Declaration and Section 82.067 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

1. The name of the Condominium is hereby changed to "River Guide Village Condominiums". The name of the Association shall be changed to "River Guide Village Owner's Association, Inc.". All references to the Condominium as "River Guide Professional Plaza Condominiums" in the Declaration and other Documents (as defined in the Declaration) are hereby amended to refer to the Condominium as "River Guide Village Condominiums", and all references to the Association as "River Guide Plaza Owner's Association, Inc." in the Declaration and other Documents (as defined in the Declaration) are hereby amended to refer to the Association as "River Guide Village Owner's Association, Inc.".

195

2. Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration are hereby amended to be the same as Exhibits 1 and 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

Dated the 26th day of July, 2002.

Declarant:

1001 Water St, Ltd., by 1001 Water St.
Partner, LLC, its General Partner

By: [Signature]
L. Brent Bates, President

Association:

River Guide Plaza Owner's Association,
Inc.

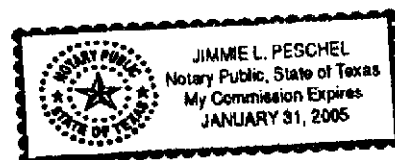
By: [Signature]
L. Brent Bates, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 29th day of July, 2002, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.

[Signature]
Notary Public in and for
The State of Texas

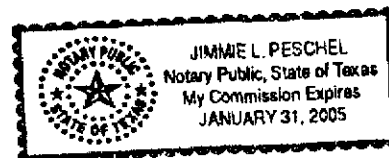


STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 29th day of July, 2002, by L. Brent Bates, President of River Guide Plaza Owner's Association, Inc., for and on behalf of said association.

Jimmie L. Peschel
Notary Public in and for
The State of Texas



AFTER RECORDING RETURN TO:
~~After Recording Return To:~~
1001 Water St. Ltd.
401 Junction Hwy.
Kerrville, TX 78028

GF# 020515F

FILED BY: ~~Return To~~
FIDELITY ABSTRACT AND TITLE CO. ✓
829 JEFFERSON
Kerrville, TEXAS 78028

FILED BY:
FIDELITY ABSTRACT AND TITLE CO. ☒ INDEXED
☒ COMPARED

FILED FOR RECORD
at 4:20 o'clock P.M.

AUG - 2 2002

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

CONSENT AND SUBORDINATION OF LENDER

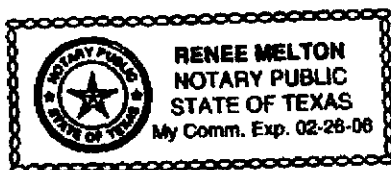
Bank of America, the owner and holder of liens against the Property, such liens being evidenced by a vendor's lien retained in Deed dated April 18, 2002, from The Water Street Joint Venture to 1001 Water St., Ltd., filed of record in the County Clerk's office of Kerr County, Texas, as well as a Deed of Trust dated April 18, 2002, to PRLAP, Inc., Trustee, filed of record in Volume 1185, Page 424, of the Official Public Records of Real Property of Kerr County, Texas, does hereby consent to the filing of this First Amendment to Declaration, and does hereby subordinate its liens and interests in all things in the Property to the Declaration, as amended by the First Amendment to Declaration.

Bank of America

By: Dean Lammert
Dean Lammert, SVP
 (Printed Name and Title)

THE STATE OF TEXAS §
 §
 COUNTY OF Bexar §

This instrument was acknowledged before me on this 1 day of August, 2002, by Dean Lammert, SVP of Bank of America, for and on behalf of said bank.



Renee Melton
 Notary Public In and For the State of Texas

VOL. 1206 PAGE 0335
VOL. 1208 PAGE 0511

EXHIBIT 1

Amendment to Exhibit B (Schedule of Allocated Interests) attached to the Declarations

EXHIBIT B

Schedule of Allocated Interests

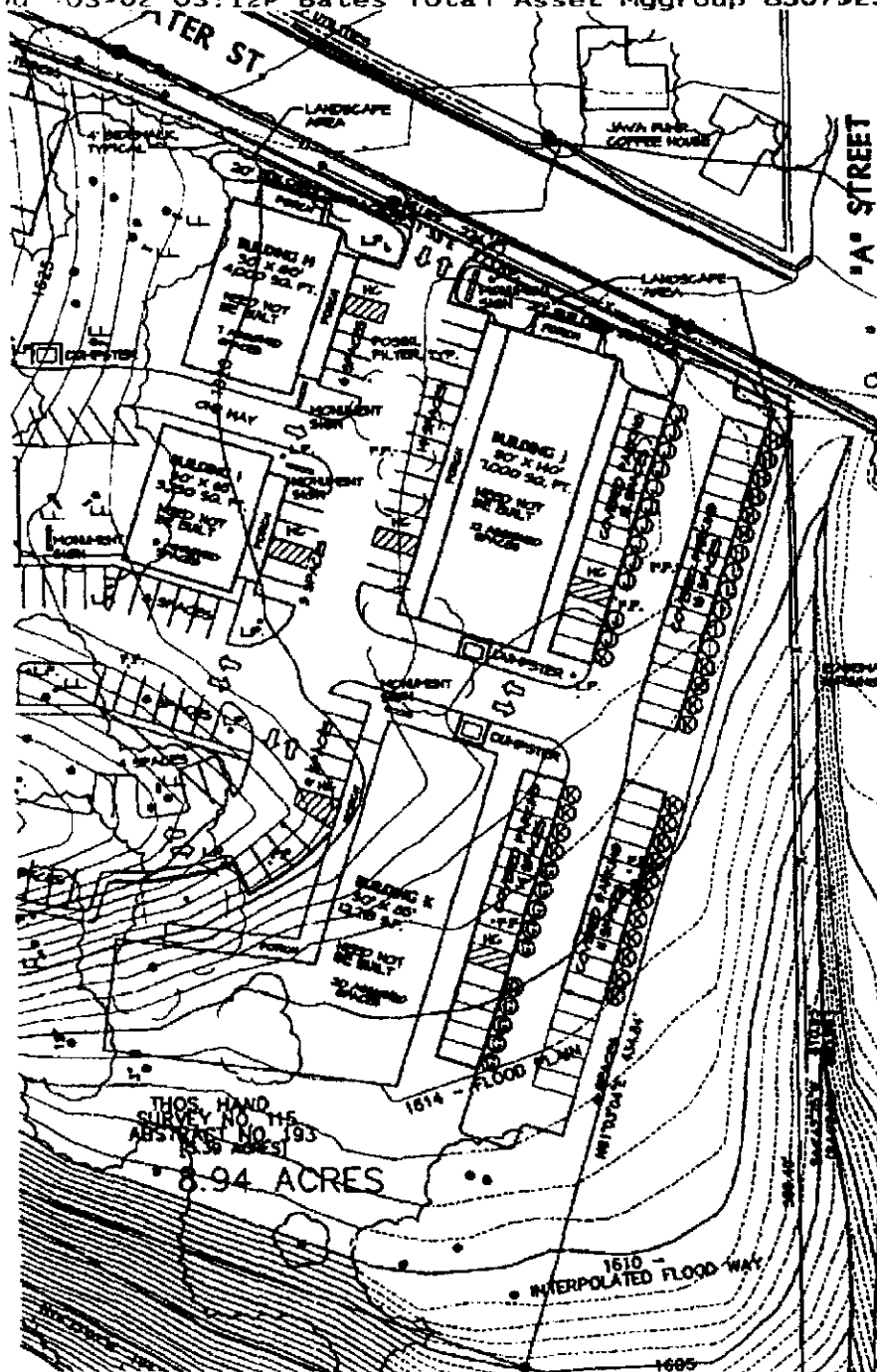
<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Association</u>	<u>Limited Common Elements (Covered Parking Spaces</u>
A	4,200	6.144%	6.144%	4,200	8
B	5,500	8.045%	8.045%	5,500	9
C	5,000	7.314%	7.314%	5,000	8
D	3,400	4.973%	4.973%	3,400	5
E	2,800	4.096%	4.096%	2,800	4
F	2,800	4.096%	4.096%	2,800	4
G	7,500	10.971%	10.971%	7,500	12
H	4,000	5.851%	5.851%	4,000	7
I	3,250	4.754%	4.754%	3,250	5
J	7,000	10.239%	10.239%	7,000	12
K	12,213	17.865%	17.865%	12,213	20
L	5,500	8.045%	8.045%	5,500	9
M	5,200	7.606%	7.606%	5,200	9
<u>TOTAL</u>	<u>68,363</u>	<u>100%</u>	<u>100%</u>	<u>68,363</u>	<u>112</u>

VOL. 1206 PAGE 0337
VOL. 1208 PAGE 0513

EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations

VOL. 1206 PAGE 0338
VOL. 1208 PAGE 0514



ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	8
B	9
C	8
D	5
E	4
F	4
G	12
H	7
I	5
J	12
K	20
L	9
M	9
TOTAL	112

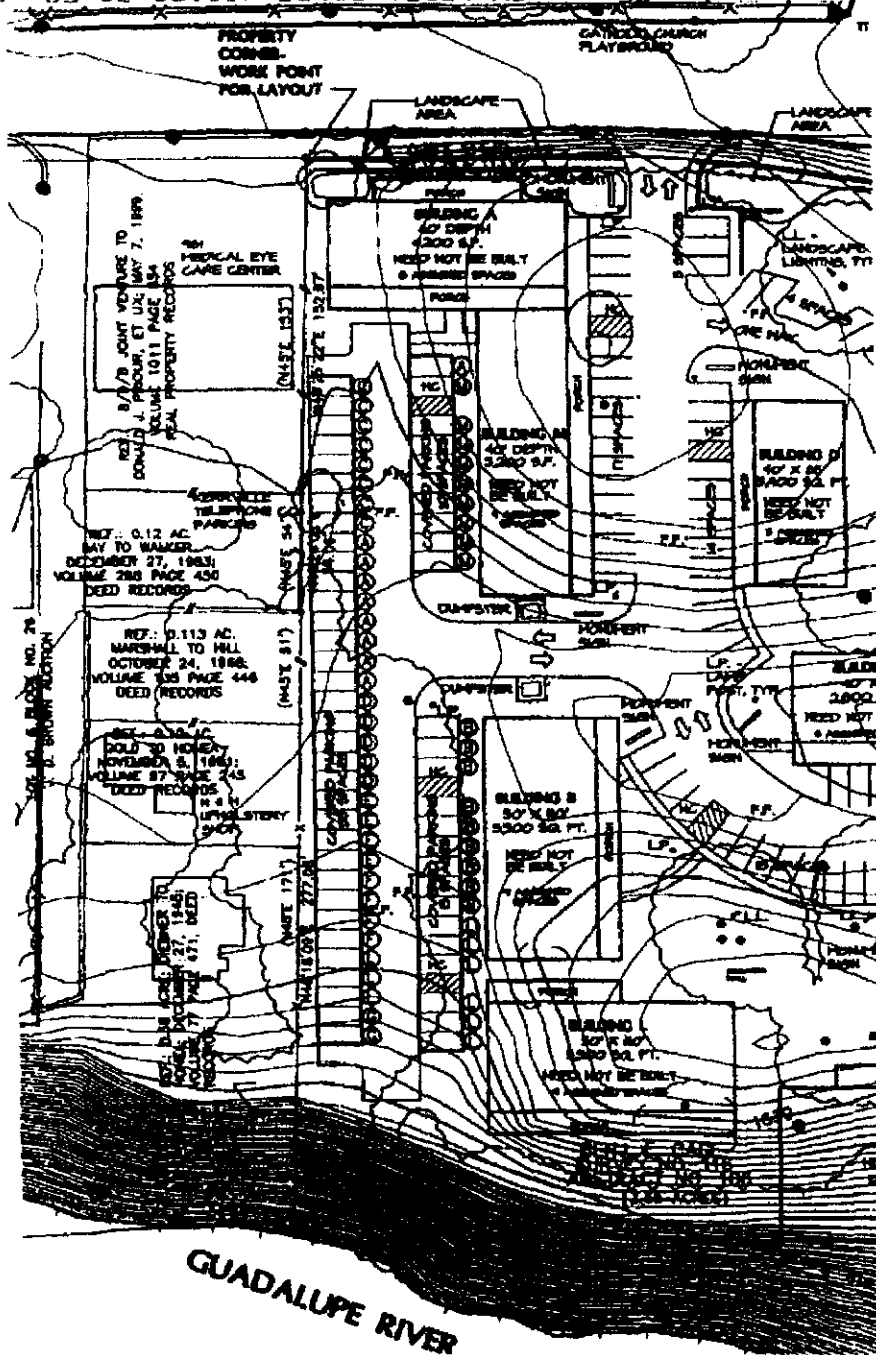
River Guide Professional Plaza

East Parking Area
Limited Use Common Areas
Kerrville, Texas

Sc: 1" = 70'-0" 7-3-02

EXHIBIT "C"

A³ Studio
ARCHITECTURE • PLANNING • DESIGN



VOL. 1206 PAGE 0339
VOL. 1208 PAGE 0515

ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	0
B	9
C	0
D	5
E	4
F	4
G	12
H	7
I	5
J	12
K	20
L	9
M	9
TOTAL	112

River Guide Professional Plaza

**West Parking Area
Limited Use Common Areas**

Kerrville, Texas

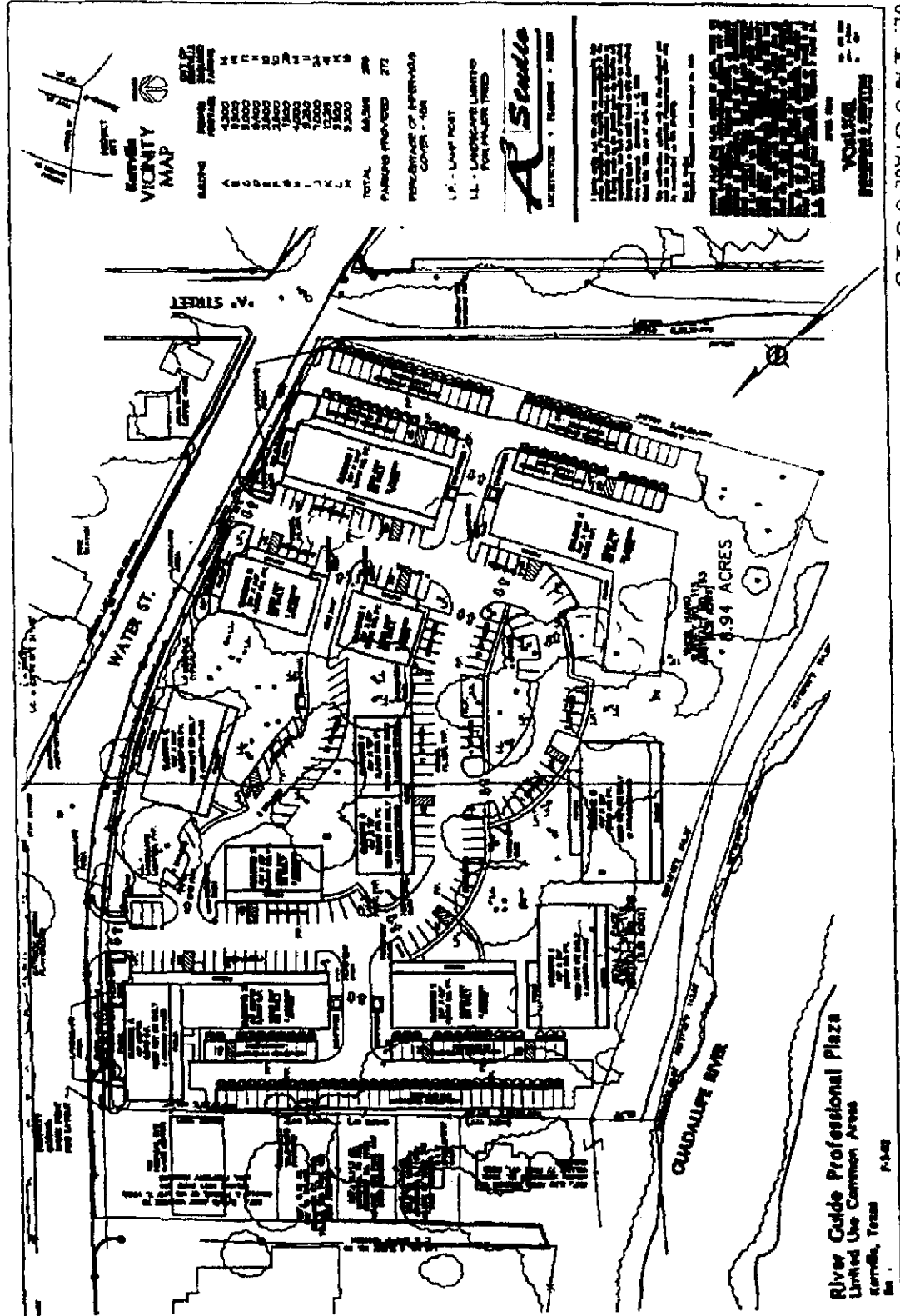
Sc: T = 70'-0"

7-3-02

EXHIBIT "C"

A³ Studio
ARCHITECTURE • PLANNING • DESIGN

EXHIBIT "C"



VOL. 1206 PAGE 0341
VOL. 1208 PAGE 0517

Re - FILED FOR RECORD
at 4:31 o'clock P.M.

AUG 13 2002

JANNETT PIEPER
Clerk County Court/Kerr County, Texas
Jannett Pieper Deputy

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

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

AUG 05 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD
VOL. 1206 PG 332

RECORDING DATE

AUG 05 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

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

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

AUG 14 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Re-RECORD Real Property
VOL. 1208 PG 507
RECORDING DATE

AUG 14 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

SECOND AMENDMENT TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended pursuant to a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property to Kerr County, Texas;

WHEREAS, pursuant to Section 82.060 of the Texas Uniform Condominium Act, the Declarant desires to further amend the Declaration in the exercise of Declarant's Development Rights reserved in the Declaration, to create a new Unit B to take the place of existing Units B and L, create a new Unit A to take the place of existing Units A and M, and modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for such changes (the "Amendments");

NOW, THEREFORE, pursuant to the rights granted to Declarant in the Declaration and in Section 82.060 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

1. New Unit B is hereby created to take the place of existing Units B and L, as such new Unit B is shown on the Plats and Plans (as such Plats and Plans are amended hereby).
2. New Unit A is hereby created to take the place of existing Units A and M, as such new Unit A is shown on the Plats and Plans (as such Plats and Plans are amended hereby).
3. Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration are hereby amended to be the same as Exhibits 1 and 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full

19/5/1

Dated the 17th day of April, 2003.

Declarant:

1001 Water St, Ltd., by 1001 Water St.
Partner, LLC, its General Partner

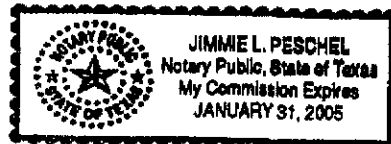
By: [Signature]
L. Brent Bates, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 17th day of April, 2003, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.

[Signature]
Notary Public in and for
The State of Texas



AFTER RECORDING, RETURN TO:

1001 Water St., Ltd.
401 Junction Hwy.
Kerrville, Texas 78028

GF#: 030339F

FILED BY:
FIDELITY ABSTRACT AND TITLE CO.

FILED FOR RECORD
at 4:30 o'clock P M
APR 24 2003
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

CONSENT AND SUBORDINATION OF LENDER

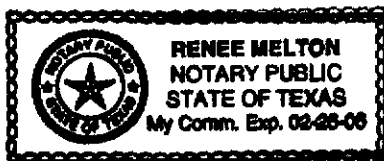
Bank of America, the owner and holder of liens against the Property, such liens being evidenced by a vendor's lien retained in Deed dated April 18, 2002, from The Water Street Joint Venture to 1001 Water St., Ltd., filed of record in the County Clerk's office of Kerr County, Texas, as well as a Deed of Trust dated April 18, 2002, to PRLAP, Inc., Trustee, filed of record in Volume 1185, Page 424, of the Official Public Records of Real Property of Kerr County, Texas, does hereby consent to the filing of this Second Amendment to Declaration, and does hereby subordinate its liens and interests in all things in the Property to the Declaration, as amended by this Second Amendment to Declaration.

Bank of America

By: *Bruce McNabb*
 BRUCE McNABB, Senior Vice President
 (Printed Name and Title)

THE STATE OF TEXAS §
 §
 COUNTY OF Wray §

This instrument was acknowledged before me on this 23 day of April, 2002, by Bruce McNabb, SVP of Bank of America, for and on behalf of said bank.



Renee Melton
 Notary Public In and For the State of Texas

EXHIBIT 1

Amendment to Exhibit B (Schedule of Allocated Interests) attached to the Declarations

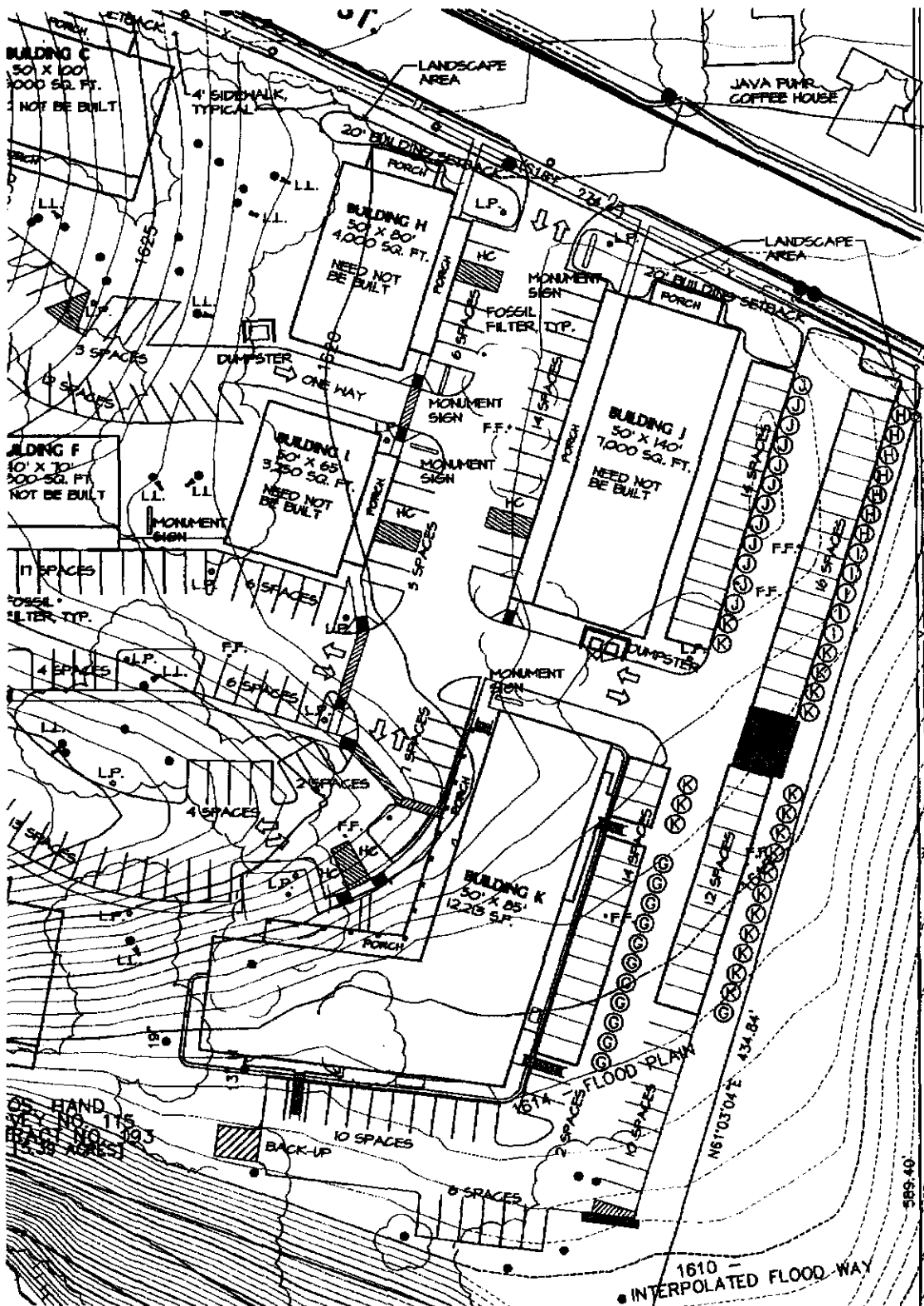
EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations

EXHIBIT B**Schedule of Allocated Interests**

<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Association</u>	<u>Limited Common Elements (Covered Parking Spaces</u>
	10,272	100%	100%	10,272	14
B	14,700	20.155%	20.155%	14,700	21
C	5,000	6.855%	6.855%	5,000	8
D	3,400	4.662%	4.662%	3,400	5
E	2,800	3.839%	3.839%	2,800	4
F	2,800	3.839%	3.839%	2,800	4
G	7,500	10.283%	10.283%	7,500	12
H	4,000	5.484%	5.484%	4,000	7
I	3,250	4.456%	4.456%	3,250	5
J	7,000	9.598%	9.598%	7,000	12
K	12,213	16.745%	16.745%	12,213	20
<u>TOTAL</u>	<u>72,935</u>	<u>100%</u>	<u>100%</u>	<u>72,935</u>	<u>112</u>





ASSIGNED PARKING SYNOPSIS

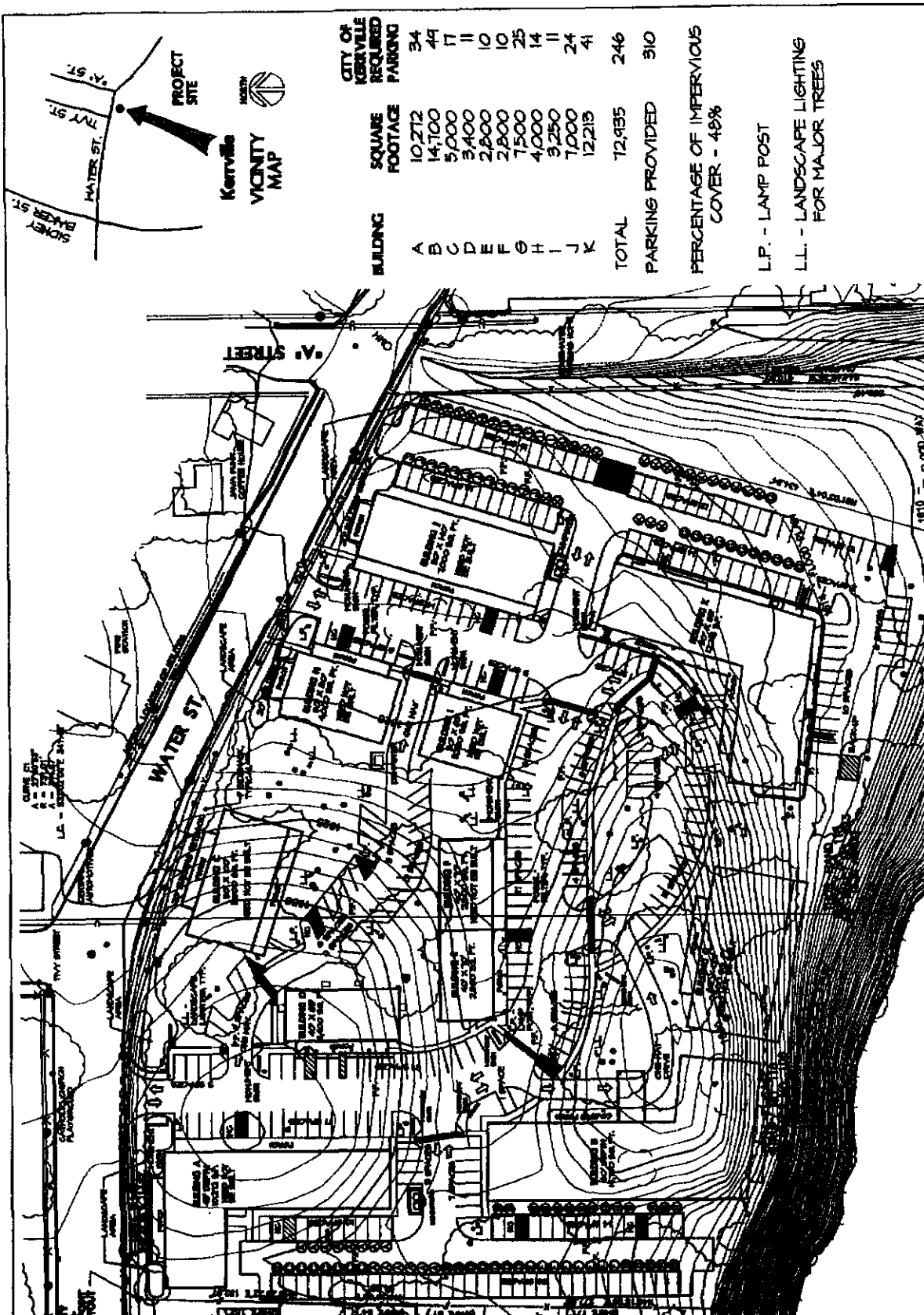
BUILDING	PARKING SPACES
A	14
B	21
C	8
D	5
E	4
F	4
G	12
H	7
I	5
J	12
K	20
TOTAL	112

River Guide Village
 East Parking Area
 Limited Use Common Areas
 Kerrville, Texas
 Sc: T = 60'-0"

EXHIBIT "C"

4-08-03

A³ Studio
 ARCHITECTURE • PLANNING • DESIGN



River Guide Village

Kerrville, Texas

SC 100-01

4-08-03

A³ Studios
ARCHITECTURE • PLANNING • DESIGN

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 25 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1263* PG *672*
RECORDING DATE

APR 25 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

*Filed
As
Filed*

06136

THIRD AMENDMENT TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended pursuant to (i) a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property of Kerr County, Texas, and (ii) a Second Amendment to Declaration dated April 17, 2003, filed of record in Volume 1263, Page 672, Official Public Records of Real Property of Kerr County, Texas,

WHEREAS, the undersigned, being the Declarant, and the River Guide Village Owner's Association, Inc. (the "Association"), and the Owners (as such term is defined in the Declaration) of at least sixty seven percent (67%) of the votes in the Association, hereby desire to amend the Declaration as set forth in this instrument;

NOW, THEREFORE, pursuant to Article 13 of the Declaration, the undersigned hereby amend the Declaration in the following manner:

1. Section 3.2 regarding the maximum number of Units the Declarant has reserved the right to create is hereby amended by adding the following sentence at the end of the section:

"Nothing in this Section 3.2. shall prevent an Owner from subdividing such Owner's Unit pursuant to Section 3.3. below, even though such subdivision will cause the total number of Units to exceed the maximum number specified above."

2. A new Section 3.3 is added to Article 3 of the Declaration to read as follows:

"3.3. OWNER'S RIGHT TO SUBDIVIDE AN OWNER'S UNIT An Owner shall have the right to subdivide such Owner's Unit in accordance with Section 82.063 of the Act."

All other terms and provisions of the Declaration shall remain unchanged and in full

#17

force and effect.

The Declarant and the undersigned officer of the Association executing this Amendment on behalf of the Association hereby certify that this Amendment has been executed by the Owners of at least sixty seven percent (67%) of the votes in the Association, and has, therefore, received the requisite approval of the Owners in accordance with Article 13 of the Declaration.

Dated the 14th day of May, 2004.

Declarant:

1001 Water St. Ltd.,

By: 1001 Water St. Partner, LLC, its General Partner

By: *L. Brent Bates*
L. Brent Bates, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of May, 2004, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.



Becky Lynn Stevens
Notary Public in and for
The State of Texas

FILED FOR RECORD
at 3:35 o'clock P. M.

JUN 29 2004

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

Association:

River Guide Village Owner's Association, Inc.

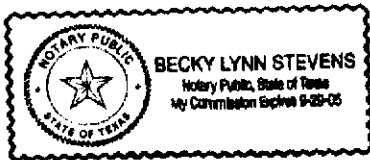
By: *[Signature]*
(Printed Name and Title)
L. Brent Bates President

STATE OF TEXAS §

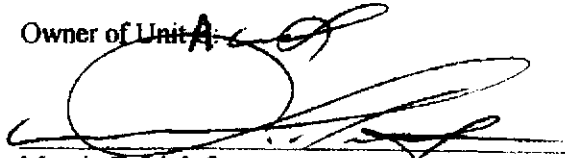
COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of May, 2004, by
L. Brent Bates, President of River Guide Village Owner's Association, Inc.,
for and on behalf of said corporation.

Becky Lynn Stevens
Notary Public in and for
The State of Texas



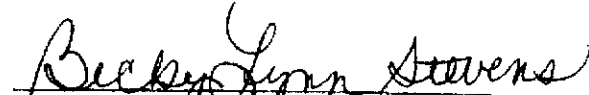
Owner of Unit A:


Marvin E. Lightfoot

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of May, 2004, by
Marvin E. Lightfoot.


Notary Public in and for
The State of Texas



Owner of Unit B:

Caliche Investments, Ltd.

By: Caliche General Partner, L.L.C.

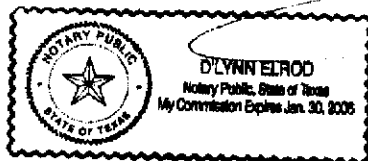
By:

David C. Jones, M.D.
David C. Jones, M.D., Manager

STATE OF TEXAS §

COUNTY OF ~~KERR~~ §
Blanco

This instrument was acknowledged before me on the *18* day of May, 2004, by David C. Jones, Manager of Caliche General Partner, L.L.C., the General Partner of Caliche Investments, Ltd., for and on behalf of said limited partnership.



S. Lynn Elrod
Notary Public in and for
The State of Texas

Owner of Unit C & G:



Sherlee A. Johnson

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 14th day of June, 2004, by
Sherlee A. Johnson.



Notary Public in and for
The State of Texas



Owner of Unit D:

Kerrville Professional Properties, Ltd.

By: KPP General Partner, LLC

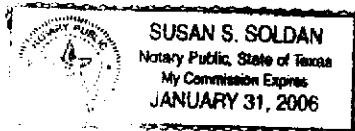
By: *Steve Monroe*

Steve Monroe, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 8th day of June, 2004, by Steve Monroe, President of KPP General Partner, LLC, the General Partner of Kerrville Professional Properties, Ltd., for and on behalf of said partnership.



Susan S. Soldan
Notary Public in and for
The State of Texas

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

RECORD *Red Property*
VOL. 1366 PG 295
RECORDING DATE

JUN 30 2004

JUN 30 2004



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Owner of Units: E, F, H, I, J

1001 Water St., Ltd.

By: 1001 Water St. Partner, LLC, its General Partner

By: [Signature]
L. Brent Bates, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 8th day of June, 2004, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on half of said partnership.



[Signature]
Notary Public in and for
The State of Texas

Filed by: 1001 Water St LTD.

After Filing Return to:

Mark H. Beall

P.O. Box 1275

Fredericksburg TX 78624

06137

FOURTH AMENDMENT TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended pursuant to (i) a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property of Kerr County, Texas, (ii) a Second Amendment to Declaration dated April 17, 2003, filed of record in Volume 1263, Page 672, Official Public Records of Real Property of Kerr County, Texas, and (iii) a Third Amendment to Declaration dated ~~June~~ ^{May} 14, 2004, filed of record in the Official Public Records of Real Property of Kerr County, Texas;

WHEREAS, pursuant to Section 82.060 of the Texas Uniform Condominium Act, the Declarant desires to further amend the Declaration in the exercise of Declarant's Development Rights reserved in the Declaration, to (i) create new Units E, F and J to take the place of existing Units E, F, and J, (ii) to account for the basement area contained in Unit B and not reflected on the Plat and Plans, and (iii) modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for such changes (the "Amendments");

NOW, THEREFORE, pursuant to the rights granted to Declarant in the Declaration and in Section 82.060 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

1. New Unit E is hereby created to take the place of existing Unit E, as such new Unit E is shown on the Plats and Plans (as such Plats and Plans are amended hereby).
2. New Unit F is hereby created to take the place of existing Unit F, as such new Unit F is shown on the Plats and Plans (as such Plats and Plans are amended hereby).
3. New Unit J is hereby created to take the place of existing Unit J, as such new Unit J is shown on the Plats and Plans (as such Plats and Plans are amended hereby).

115

4. Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration are hereby amended to be the same as Exhibits 1 and 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

Dated the 18th day of June, 2004.

Declarant:

1001 Water St, Ltd., by 1001 Water St.
Partner, LLC, its General Partner

By: [Signature]
L. Brent Bates, President

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 18th day of June, 2004, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.



[Signature]
Notary Public in and for
The State of Texas

After Filing Return To:

Mark H. Beall
P.O. Box 1275
Fredericksburg TX 78624

FILED FOR RECORD
at 3:35 o'clock P.M.

JUN 29 2004

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature]

Filed by 1001 Water St Ltd

EXHIBIT 1Amendment to Exhibit B (Schedule of Allocated Interests) attached to the Declarations**Schedule of Allocated Interests**

<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Association</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
A	10,272	13.473%	13.473%	10,272	14
B	14,735- See Note (1) Below	19.327%	19.327%	14,735- See Note (1) Below	21
C	5,000	6.558%	6.558%	5,000	8
D	3,400	4.460%	4.460%	3,400	5
E	5,254	6.891%	6.891%	5,254	4
F	1,750	2.295%	2.295%	1,750	4
G	7,500	9.837%	9.837%	7,500	12
H	4,000	5.247%	5.247%	4,000	7
I	3,250	4.263%	4.263%	3,250	5
J	8,867	11.630%	11.630%	8,867	19
K	12,213	16.019%	16.019%	12,213	20
TOTAL:	76,241	100%	100%	76,241	119

Notes to Schedule:

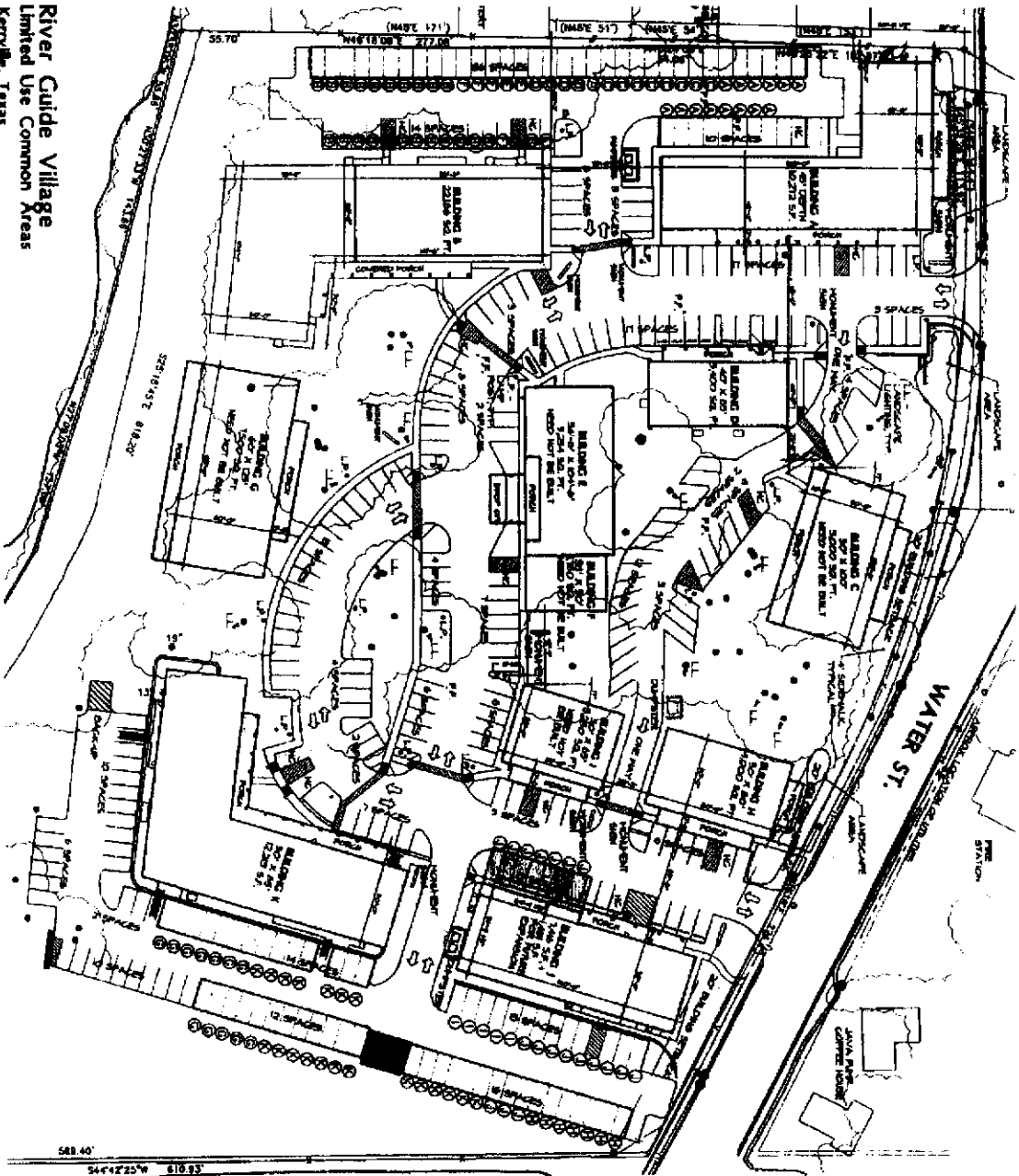
(1) The actual square footage of Unit B is 22,186 square feet; however, Unit B contains a basement storage area of 7,451 square feet which is excluded from the Unit Square Footage of Unit B shown above. For purposes of this Schedule of Allocated Interests, no Unit Square Footage has been allocated to the basement portion of Unit B, and such basement area has not been allocated any interest in any Common Elements, any Share of Common Expenses, any Votes in the Association, or any Limited Common Elements.

EXHIBIT 2

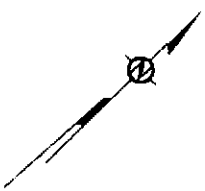
Amendment to Exhibit C (Plat and Plans) attached to the Declarations

River Guide Village
Limited Use Common Areas
Kerrville, Texas

6-7-04

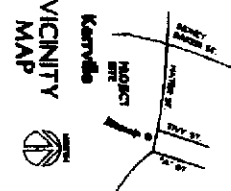


548.40' 54°42'22"W 810.93'

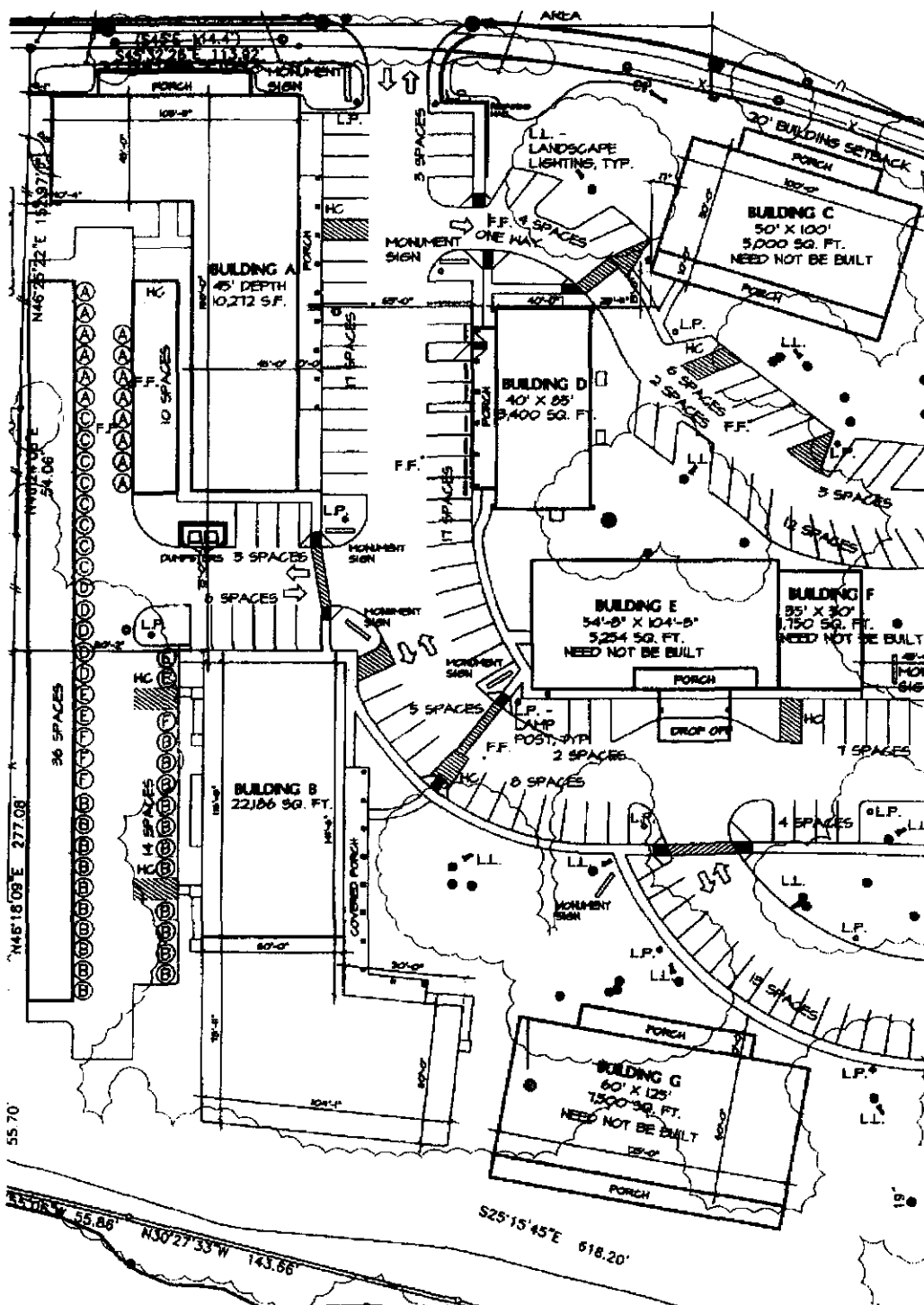


ASSIGNED PARKING SYNOPSIS	
BUILDING	PARKING SPACES
A	14
B	21
C	5
D	4
E	4
F	12
G	7
H	5
I	14
J	20
K	20
L	20
M	20
N	20
O	20
P	20
Q	20
R	20
S	20
T	20
U	20
V	20
W	20
X	20
Y	20
Z	20
TOTAL	114

BUILDING	NET AREA	NET AREA
	FOOTAGE	FOOTAGE
A	10,272	1,485
B	22,145	1,201
C	5,000	1,400
D	5,400	864
E	3,204	108
F	1,300	108
G	4,000	2,205
H	3,240	500
I	2,205	500
J	500	500
K	500	500
L	500	500
M	500	500
N	500	500
O	500	500
P	500	500
Q	500	500
R	500	500
S	500	500
T	500	500
U	500	500
V	500	500
W	500	500
X	500	500
Y	500	500
Z	500	500
TOTAL	89,442	11,424



A3 Studio
ARCHITECTURE • PLANNING • DESIGN



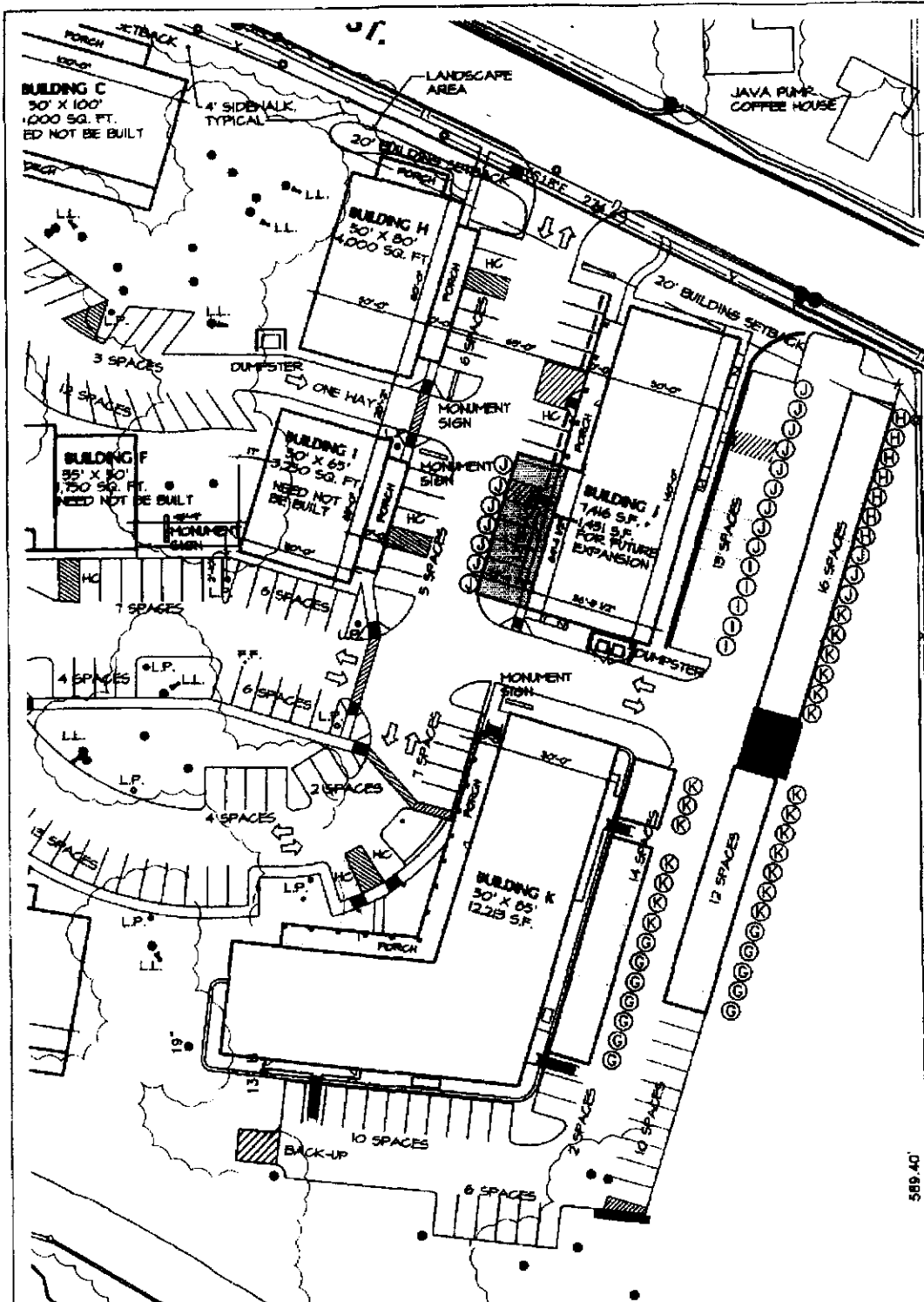
ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	14
B	21
C	8
D	5
E	4
F	4
G	12
H	7
I	5
J	19
K	20
TOTAL	119

River Guide Village
West Parking Area
Limited Use Common Areas
Kerrville, Texas
Not to Scale

6-17-04

A³ Studio
ARCHITECTURE • PLANNING • DESIGN



ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	14
B	21
C	8
D	5
E	4
F	4
G	12
H	7
I	5
J	19
K	20
TOTAL	119

River Guide Village
East Parking Area
Limited Use Common Areas
Kerrville, Texas
Not to Scale

6-17-04

A³ Studio
 ARCHITECTURE • PLANNING • DESIGN

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUN 30 2004



Janet Lippert
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1366* PG. *303*
RECORDING DATE

JUN 30 2004



Janet Lippert
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDERS NOTE
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PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

06138

AMENDMENT BY OWNER TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS -
SUBDIVISION OF OWNER'S UNIT

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended pursuant to (i) a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property of Kerr County, Texas, (ii) a Second Amendment to Declaration dated April 17, 2003, filed of record in Volume 1263, Page 672, Official Public Records of Real Property of Kerr County, Texas, (iii) a Third Amendment to Declaration, dated ~~June~~ ^{May} 14, 2004, filed of record in the Official Public Records of Real Property of Kerr County, Texas, and (iv) a Fourth Amendment to Declaration, dated June 18, 2004, filed of record in the Official Public Records of Real Property of Kerr County, Texas ;

WHEREAS, pursuant to Section 3.3 of the Declaration, an Owner has the right to subdivide such Owner's Unit in accordance with Section 82.063 of the Texas Uniform Condominium Act;

WHEREAS, pursuant to Section 82.063 of the Texas Uniform Condominium Act, and in the exercise of such Owner's rights under Section 3.3 of the Declaration, the undersigned Owner of Unit B desires to amend the Declaration to subdivide Unit B into new Units B1, B2, B3, B4, and B5, and modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for such subdivision (the "Amendments");

WHEREAS, pursuant to Section 82.063 of the Texas Condominium Act, the Association is required to execute this Amendment;

NOW, THEREFORE, pursuant to the rights granted to Owner pursuant to Section 3.3 of the Declaration and in Section 82.063 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

621

1. Unit B is hereby subdivided into new Units B1, B2, B3, B4 and B5, as shown on the Plats and Plans (as such Plats and Plans are amended hereby).
2. The Allocated Interests formerly allocated to Unit B are hereby reallocated as shown on Exhibit 1 attached hereto and fully incorporated herein by reference.
3. Notwithstanding anything in the Declaration to the contrary, including Section 3.1.3.:
 - a. Unit B4 shall not include any right, title or interest in or to any of the land underneath such Unit; and
 - b. Unit B1, Unit B2, Unit B3, and Unit B5 shall include ownership of the land underneath the portions of the building in which such Units are located (as determined by projection of the vertical boundaries of such Units), notwithstanding that Unit B4 may be between a Unit and such Unit's portion of such land.
4. Each of Unit B2 and Unit B3 shall include ownership of the following undivided interests in Unit B5 (the "Unit B5 Interests"):

<u>Unit</u>	<u>Undivided Interest in Unit B5</u>
Unit B2	56.41%
Unit B3	43.59%

The Unit B5 Interests shall be appurtenant to Unit B2 and Unit B3, respectively, and shall run with Unit B2 and Unit B3, respectively, and shall inure to the benefit of the respective Owners of such Units, and their respective heirs, successors and assigns. The conveyance of Unit B2 and/or Unit B3 (or any part thereof) shall automatically convey the Unit B5 Interest appurtenant to such Unit (or part thereof conveyed).

5. Unit B5 shall be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the following terms, covenants, conditions and restrictions (the "Unit B5 Covenants and Restrictions"):

- a. Unit B5 shall be used only as a reception area, hallways, and/or bathrooms for the common use of the Owners of Unit B2 and Unit B3, and/or their respective tenants, guests and invitees, if any.

- b. Unit B5 shall not be subject to partition by the Owners of such Unit.

c. Each Owner of Unit B5 shall be obligated to pay such Owner's proportionate share of all insurance, taxes and assessments, property owner's association charges and assessments, maintenance, repairs and other costs and expenses assessed against or incurred with respect to Unit B5. For purposes hereof, an Owner's proportionate share of such costs and expenses shall be the amount of any such cost and expenses multiplied by such Owner's undivided interest in Unit B5.

d. The Unit B5 Covenants and Restrictions may be modified, amended, or terminated, in whole or in part, by a written instrument executed by all of the Owners of Unit B5 and filed of record in the Official Public Records of Real Property of Kerr County, Texas.

5. Exhibit C (Plat and Plans) attached to the Declaration is hereby amended to reflect the subdivision of Unit B into Unit B1, Unit B2, Unit B3, Unit B4 and Unit B5 as shown on Exhibit 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

Dated the 18 day of June, 2004.

Owner of Unit B:

Caliche Investments, Ltd.

By: Caliche General Partner, LLC, its
General Partner

By: David C. Jones, M.D.
David C. Jones, M.D., Manager

Association:

River Guide Village Owner's Association,
Inc.

By: L. Brent Bates
L. Brent Bates, President

FILED FOR RECORD
at 3:35 o'clock P.M.

JUN 29 2004

JANNETT PIEPER
Kerr County Clerk, Kerr County, Texas
Jannett Pieper

STATE OF TEXAS §

STATE OF TEXAS §
 COUNTY OF ~~KERR~~ §
 Blanco

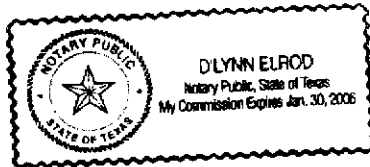
This instrument was acknowledged before me on the 18 day of June, 2004, by David C. Jones, M.D., Manager of Caliche General Partner, LLC, the General Partner of Caliche Investments, Ltd., a Texas limited partnership, for and on behalf of said limited partnership.



[Signature]
 Notary Public in and for
 The State of Texas

STATE OF TEXAS §
 COUNTY OF ~~KERR~~ §
 Blanco

This instrument was acknowledged before me on the 18 day of June, 2004, by L. Brent Bates, President of River Guide Village Owner's Association, Inc., for an on behalf of said corporation.



[Signature]
 Notary Public in and for
 The State of Texas

Filed by: 1001 Water St & D

After Filing Return To:

*Mark H. Beall
 P.O. Box 1275
 Fredericksburg TX 78624*

EXHIBIT 1Unit B Reallocated Interests

<u>Unit</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Associa tion</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
New Unit B1	7,000	9.181%	9.181%	7,000	10
New Unit B2	4,363	5.723%	5.723%	4,363	6
New Unit B3	3,372	4.423%	4.423%	3,372	5
New Unit B4	0	0%	0%	0%	0
New Unit B5	0	0%	0%	0%	0
Total (Equals Allocated Interests of Former Unit B	14,735	19.327%	19.327%	14,735	21

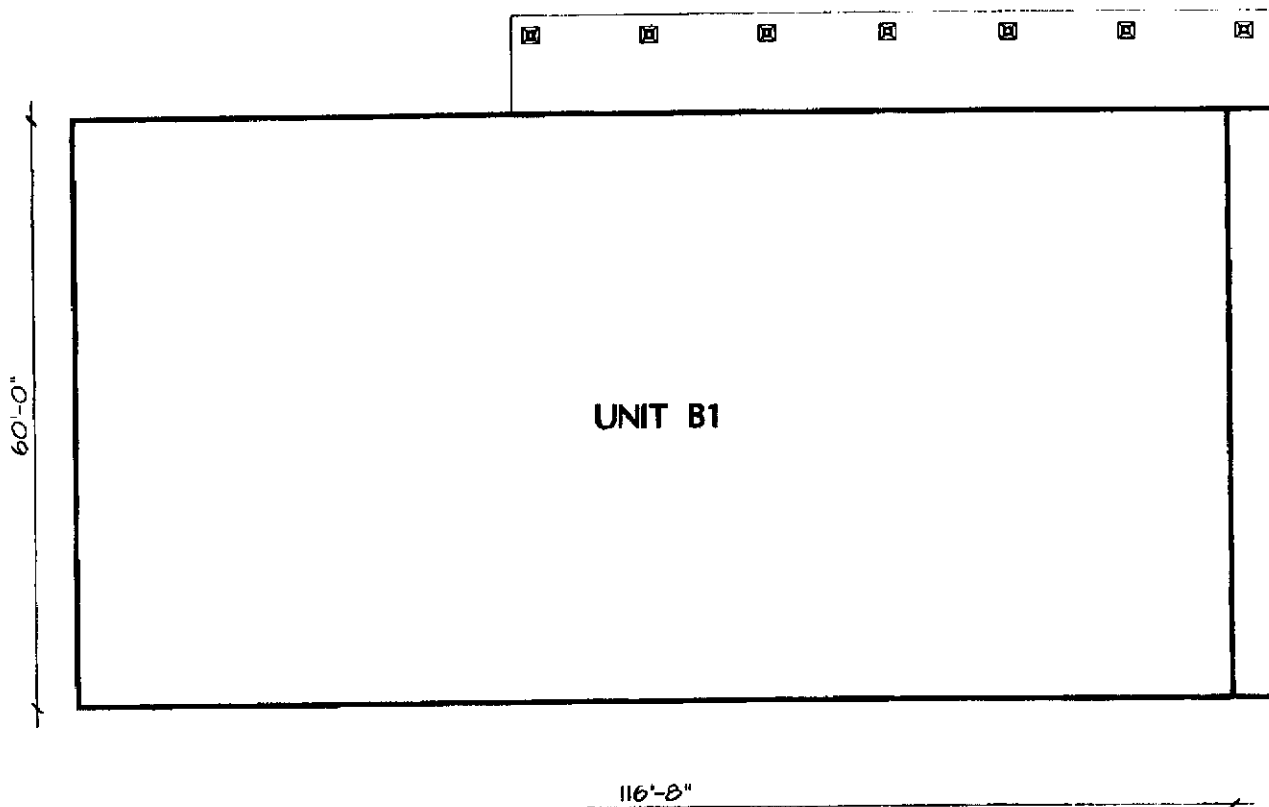
Notes to Schedule:

(1) The actual square footage of Unit B5 is 1,206 square feet; however, for purposes of the Schedule of Allocated Interests, all Unit Square Footage, Share of Common Elements, Share of Common Expenses, Votes in the Association, and Limited Common Elements, attributable to Unit B5, have been allocated to Unit B2 and Unit B3 as shown above.

(2) The actual square footage of Unit B4 is 7,451 square feet; however, Unit B4 is a basement storage area which is excluded from the Unit Square Footage of former Unit B. Therefore, no Unit Square Footage has been allocated to the basement portion of Unit B, and such basement area has not been allocated any interest in any Common Elements, any Share of Common Expenses, any Votes in the Association, or any Limited Common Elements.

EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations



1 Floor Plan
Scale: Not to Scale

**RIVER GUIDE VILLAGE
SQUARE FOOTAGE TOTALS
NORTH PORTION BLDG. B**

BUILDING B1	7,000 S.F.
--------------------	-------------------

**BUILDING "B" NORTH PORTION
River Guide Village
Kerrville, Texas**

N.T.S.

6-17-04

THIS SHEET IS FOR
INTERVIEW REVIEW ONLY
AND IS NOT INTENDED
FOR PERMITTING OR
CONSTRUCTION.
ISSUANCE OF THIS
SHEET HAS AUTHORIZED
BY:

DAVID A. HARTSH
TEXAS ARCHITECTURAL
REGISTRATION #4428

LEGEND

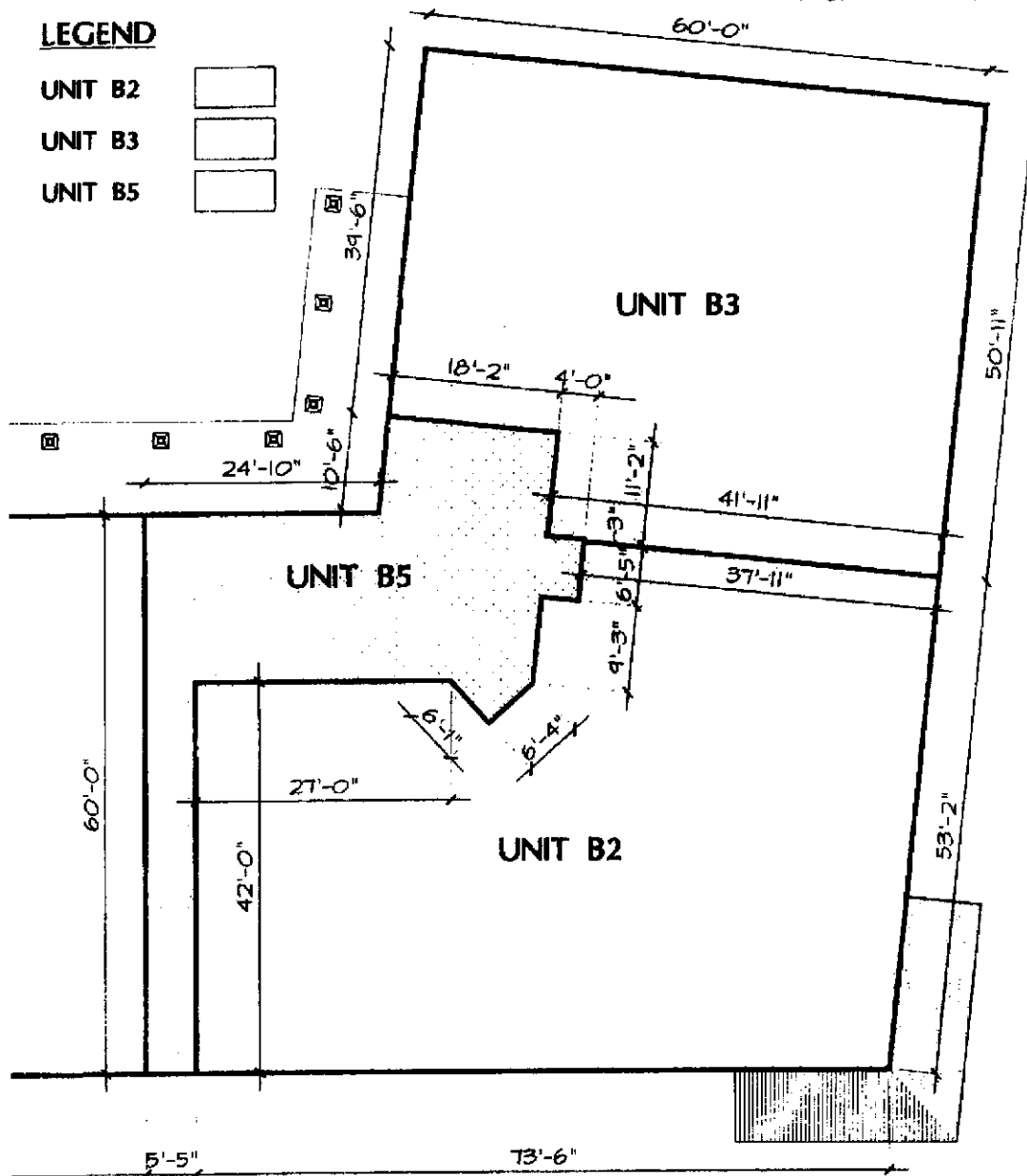
UNIT B2



UNIT B3



UNIT B5



1 Floor Plan
Scale: Not to Scale

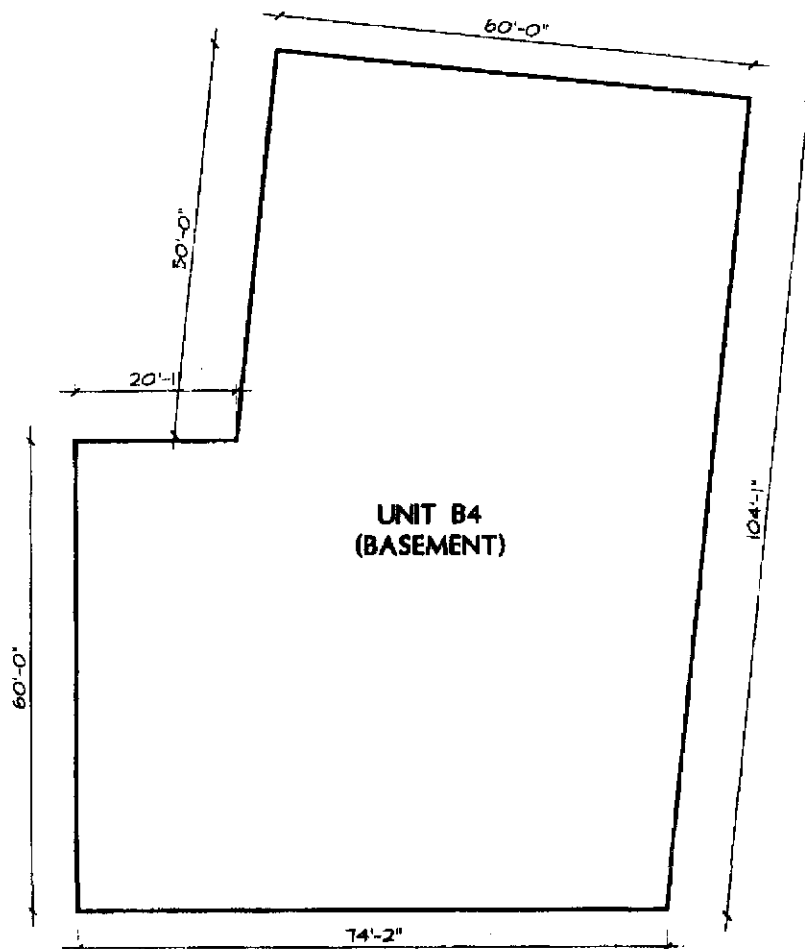
**RIVER GUIDE VILLAGE
SQUARE FOOTAGE TOTALS
SOUTH PORTION BLDG. 8**

BUILDING B2	3,683 S.F.
BUILDING B3	2,846 S.F.
BUILDING B5	1,206 S.F.
TOTAL	7,735 S.F.

BUILDING "B" SOUTH PORTION
River Guide Village
Kerrville, Texas K.T.S. 8-11-04

THIS SHEET IS FOR
INTERIOR REVIEW ONLY
AND IS NOT INTENDED
FOR PERMITTING OR
CONSTRUCTION.
ISSUANCE OF THIS
SHEET HAS AUTHORIZED BY:

DAVID A. MARTIN
TEXAS ARCHITECTURAL
REGISTRATION #432



1 Floor Plan
Scale: Not to Scale

BUILDING "B"
River Guide Village
Kerrville, Texas

NTA

6-11-04

RIVER GUIDE VILLAGE
BUILDING B4 - BASEMENT
SOUTH PORTION BLDG. B

BUILDING B4

7,491 S.F.

THIS SHEET IS FOR
INTERIOR REVENUE ONLY
AND IS NOT INTENDED
FOR PERMITTING OR
CONSTRUCTION.
IN CASE OF THIS
SHEET HAS AUTHORIZED
BY:

DAVID A. MARTIN
TEXAS ARCHITECTURAL
REGISTRATION #4215

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(800) 692-1213

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on:

JUN 30 2004



Janet Lipser
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1366* PG. *311*
RECORDING DATE

JUN 30 2004



Janet Lipser
COUNTY CLERK, KERR COUNTY, TEXAS

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07202

VOL. 1373 PAGE 0356

MODIFICATION OF AMENDMENT BY OWNER TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS -
SUBDIVISION OF OWNER'S UNIT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR

WHEREAS, pursuant to the Declaration (the ADeclaration@) dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership (ADeclarant@), created the River Guide Village Condominiums (the ACondominium@):

WHEREAS, the Declaration has been amended pursuant to (i) a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property of Kerr County, Texas, (ii) a Second Amendment to Declaration dated April 17, 2003, filed of record in Volume 1263, Page 672, Official Public Records of Real Property of Kerr County, Texas, (iii) a Third Amendment to Declaration, dated May 14, 2004, filed of record in Volume 1366, Page 295, Official Public Records of Real Property of Kerr County, Texas, (iv) a Fourth Amendment to Declaration, dated June 18, 2004, filed of record in Volume 1366, Page 303, Official Public Records of Real Property of Kerr County, Texas, and (v) an Amendment by Owner to Declaration, dated June 18, 2004, filed of Record in Volume 1366, Page 311, Official Public Records of Real Property of Kerr County, Texas;

WHEREAS, pursuant to the Amendment by Owner to Declaration, dated June 18, 2004, filed of Record in Volume 1366, Page 311, Official Public Records of Real Property of Kerr County, Texas (the "Amendment"), the undersigned Owner (the "Owner") subdivided Unit B into Units B1, B2, B3, B4 and B5;

WHEREAS, the Amendment was incorrect in designating Unit B2, Unit B3 and Unit B5 as separate Units, and Owner desires to modify and amend the Amendment as a correction thereof;

NOW, THEREFORE, the Owner hereby modifies and amends the Amendment as follows:

1. Paragraph 1 of the Amendment is hereby amended in its entirety to read as follows:

"1. Unit B is hereby subdivided into new Units B1, B2, and B4, as shown on the Plats and Plans (as such Plats and Plans are amended hereby)."

2156

2. Paragraph 3 of the Amendment is hereby amended in its entirety to read as follows:

“3. Notwithstanding anything in the Declaration to the contrary, including Section 3.1.3.:

a. Unit B4 shall not include any right, title or interest in or to any of the land underneath such Unit; and

b. Unit B1 and Unit B2 shall include ownership of the land underneath the portions of the building in which such Units are located (as determined by projection of the vertical boundaries of such Units), notwithstanding that Unit B4 may be between a Unit and such Unit's portion of such land.

3. Paragraph 4 of the Amendment is hereby deleted in its entirety.

4. Paragraph 5 of the Amendment regarding the “Unit B5 Covenants and Restrictions” is hereby deleted in its entirety.

5. Paragraph 5 on page 3 of the Amendment regarding the amendment to Exhibit C (Plats and Plans) attached to the Declaration, is hereby renumbered as Paragraph 6 and is amended in its entirety to read as follows:

“6. Exhibit C (Plat and Plans) attached to the Declaration is hereby amended to reflect the subdivision of Unit B into Unit B1, Unit B2, and Unit B4 as shown on Exhibit 2 attached hereto and fully incorporated herein by reference.

6. Exhibit 1 and Exhibit 2 attached to the Amendment are hereby amended to be as shown on Exhibit 1 and Exhibit 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Amendment shall remain unchanged and in full force and effect.

Dated the 20 day of July, 2004.

Owner of Unit B:

Caliche Investments, Ltd.



By: Caliche General Partner, LLC, its
General Partner

By: David C. Jones, M.D.
David C. Jones, M.D., Manager

Association:

River Guide Village Owner's Association,
Inc.

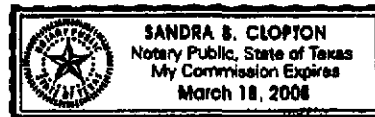
By: L. Brent Bates
L. Brent Bates, President

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 21 day of July, 2004, by David C. Jones, M.D., Manager of Caliche General Partner, LLC, the General Partner of Caliche Investments, Ltd., a Texas limited partnership, for and on behalf of said limited partnership.

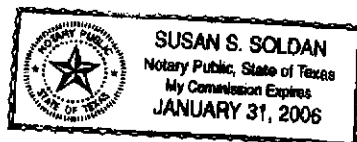
Sandra S. Clopton
Notary Public in and for
The State of Texas

STATE OF TEXAS
COUNTY OF KERR



This instrument was acknowledged before me on the 21st day of July, 2004, by L. Brent Bates, President of River Guide Village Owner's Association, Inc., for an on behalf of said corporation.

Susan S. Soldan
Notary Public in and for
The State of Texas



AFTER RECORDING, RETURN TO:

Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, Texas 78028

GF#: 040618F

FILED BY:
FIDELITY ABSTRACT AND TITLE CO. ✓

FILED FOR RECORD
at 4:30 o'clock P M

JUL 27 2004

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

RECORD Real Property
VOL. 1373 PG. 356
RECORDING DATE

JUL 28 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

JUL 28 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

EXHIBIT IUnit B Reallocated Interests

<u>Unit</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Associa tion</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
New Unit B1	7,000	9.181%	9.181%	7,000	10
New Unit B2	7,735	10.146%	10.146%	7,735	11
New Unit B4	0	0%	0%	0	0
Total (Equals Allocated Interests of Former Unit B	14,735	19.327%	19.327%	14,735	21

Notes to Schedule:

(1) The actual square footage of Unit B4 is 7,451 square feet; however, Unit B4 is a basement storage area which is excluded from the Unit Square Footage of former Unit B. Therefore, no Unit Square Footage has been allocated to the basement portion of Unit B, and such basement area has not been allocated any interest in any Common Elements, any Share of Common Expenses, any Votes in the Association, or any Limited Common Elements.

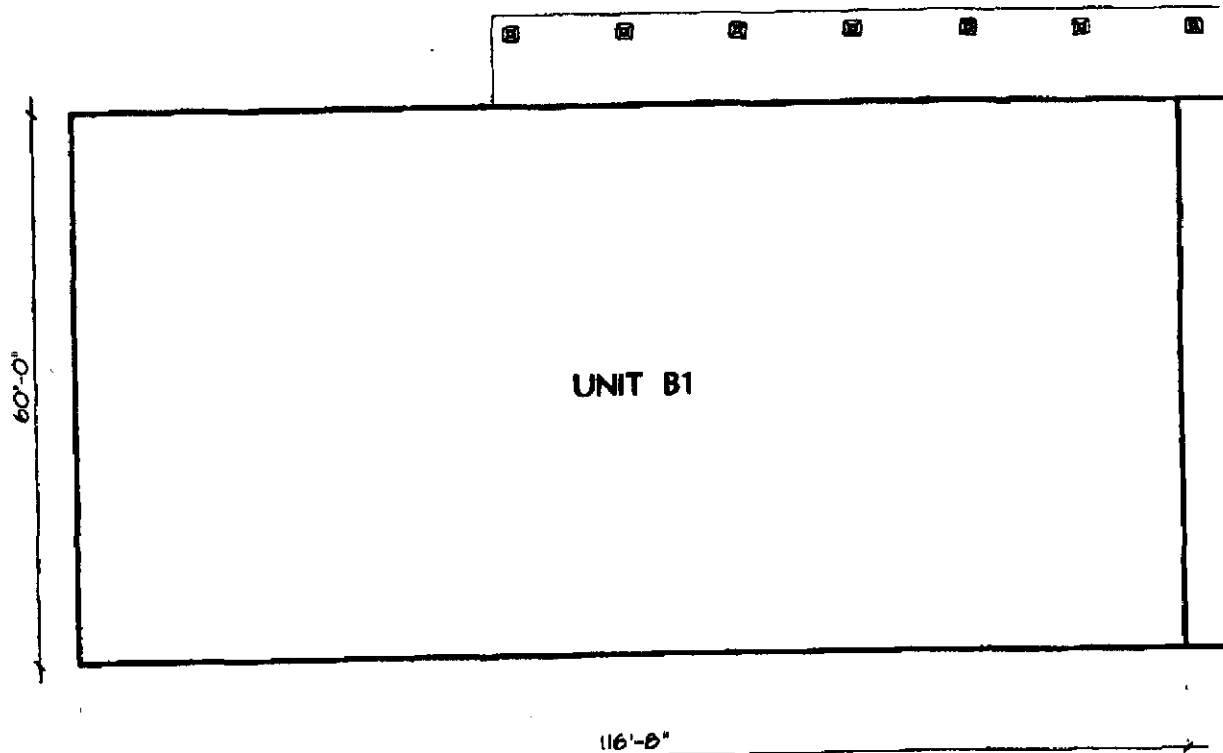
EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations

Exhibit 2

VOL. 1366 PAGE 0317

VOL. 1373 PAGE 0362



1 Floor Plan
Scale: Not to Scale

**RIVER GUIDE VILLAGE
SQUARE FOOTAGE TOTALS
NORTH PORTION BLDG. 8**

BUILDING 81 7,000 S.F.

**BUILDING 81 NORTH PORTION
River Guide Village
Kerrville, Texas**

K.T.S.

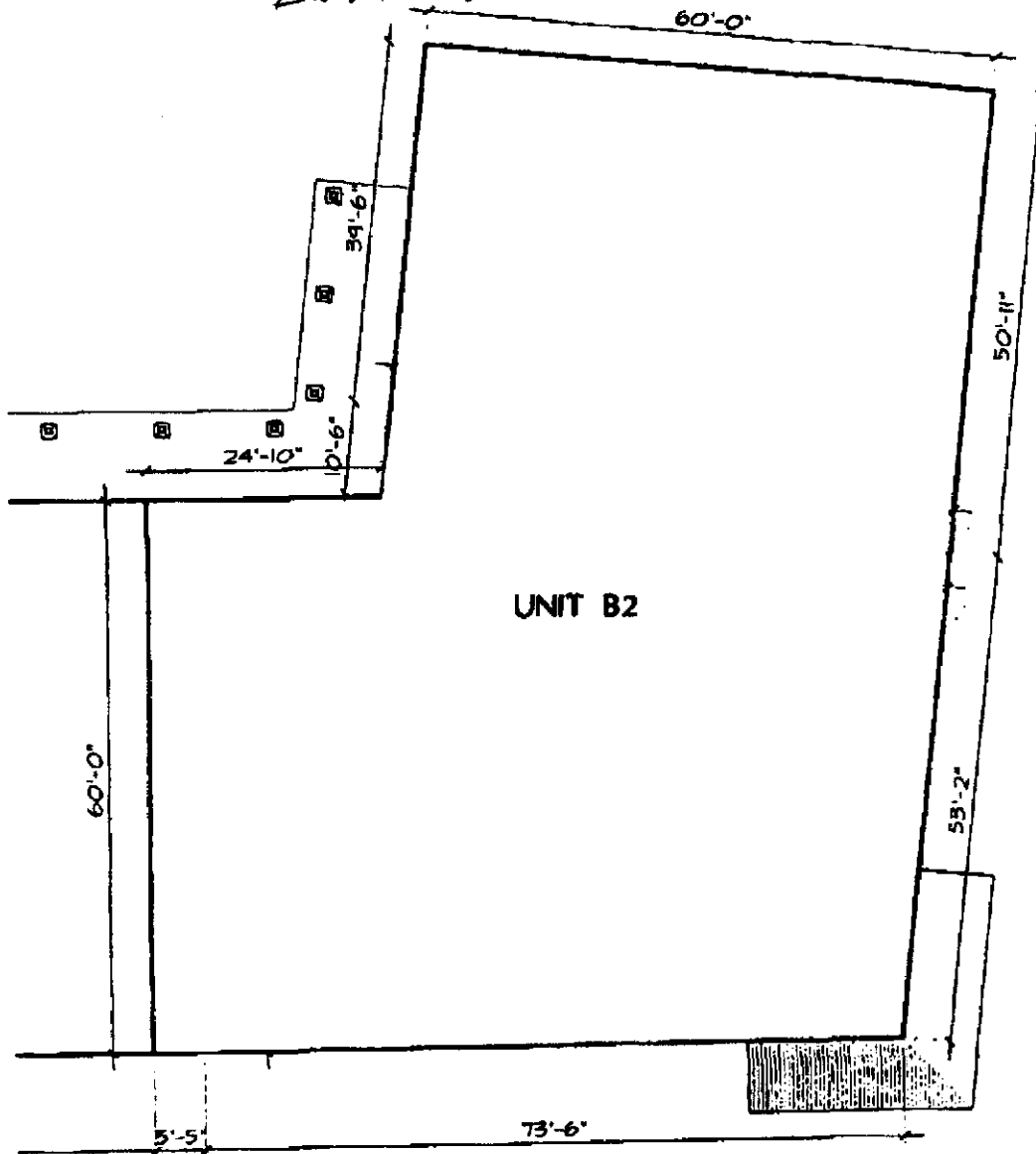
8-77-204

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PURPOSES OF THE
DRAWING HAS APPROVED
BY:
DAVID A. HARTSHORN
TEXAS PROFESSIONAL
ARCHITECTURE #4120

Exhibit 2

VOL. 1366 PAGE 0318

VOL. 1373 PAGE 0363



1 Floor Plan
Scale: Not to Scale

RIVER GUIDE VILLAGE
SQUARE FOOTAGE TOTALS
SOUTH PORTION BLDG. 8

BUILDING B2 7,735 SF.

TOTAL 7,735 SF.

BUILDING "B" SOUTH PORTION
River Guide Village
Kerrville, Texas

KTA

8-11-04

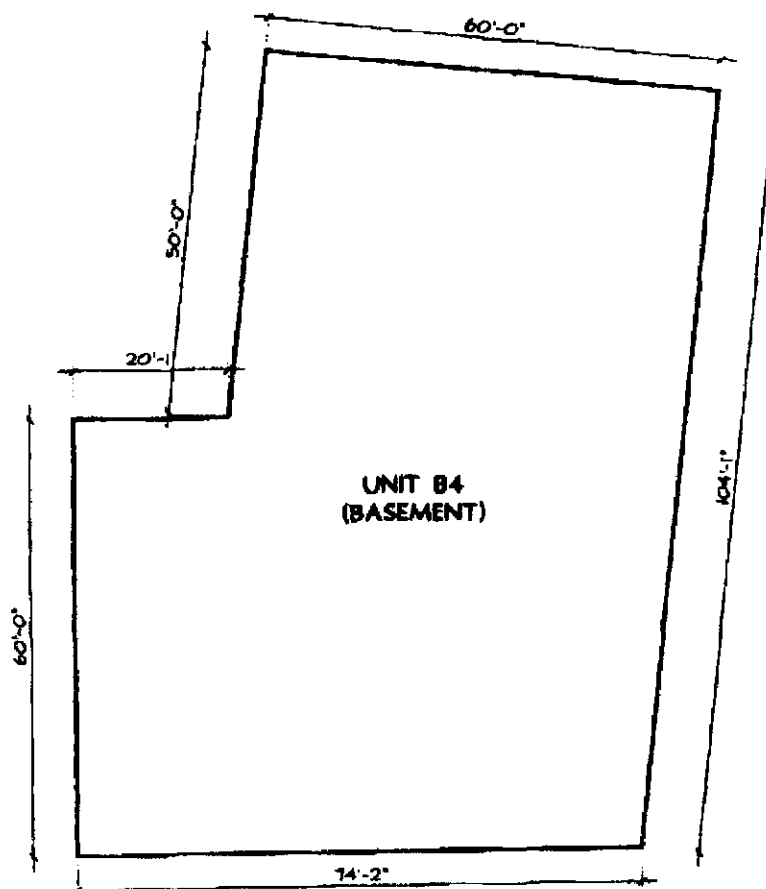
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FOR PERMANENT OR
CONSTRUCTION.
SOURCE OF THE
SHED WAS APPROVED
BY:

DAVID A. WHITE
WHITE ARCHITECTURAL
KERRVILLE, TEXAS

Exhibit 2

VOL. 1366 PAGE 0319

VOL. 1373 PAGE 0364



1 Floor Plan
Scale: Not to Scale

BUILDING "B"
River Guide Village
Kerrville, Texas

RIVER GUIDE VILLAGE
BUILDING B4 - BASEMENT
SOUTH PORTION BLDG. B
BUILDING B4 7,400 SF.

Exhibit 2

VOL. 1300 PAGE 0320

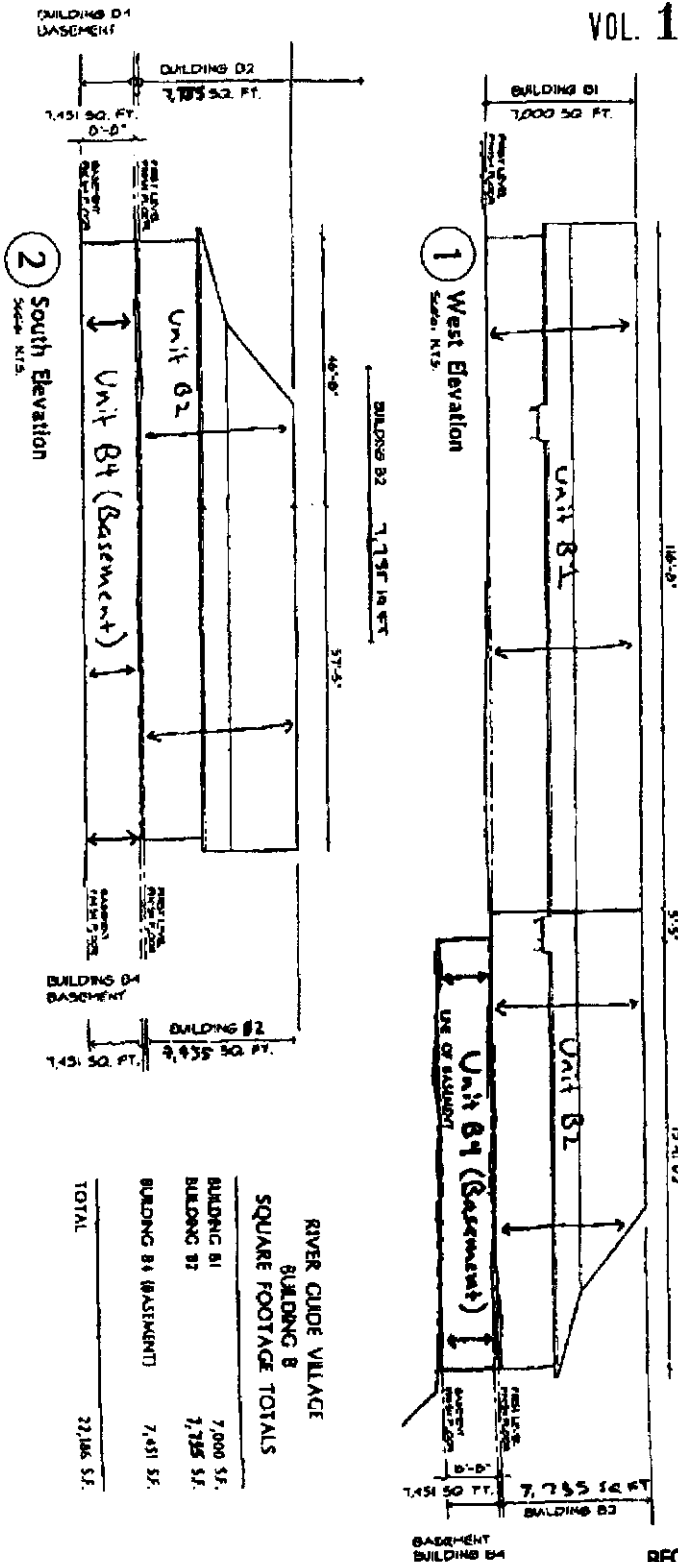
VOL. 1373 PAGE 0365

BUILDING "B"
River Guide Village
 Kerrville, Texas NOT TO SCALE

8-1-74

THIS SHEET IS FROM
 A RECORDED INSTRUMENT
 AND IS NOT INTENDED
 FOR REPAIRS OR
 CORRECTIONS OR
 ISSUANCE OF THIS
 SHEET IS AUTHORIZED
 BY
 DAVID A. PARRIN
 TEXAS ARCHITECTURAL
 REGISTRATION #1421

A³ Sudia
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AMENDMENT BY OWNER TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS -
SUBDIVISION OF OWNER'S UNIT

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended pursuant to (i) a First Amendment to Declaration dated July 29, 2002, filed of record in Volume 1206, Page 0332, refiled as Volume 1208, Page 507, of the Official Public Records of Real Property of Kerr County, Texas, (ii) a Second Amendment to Declaration dated April 17, 2003, filed of record in Volume 1263, Page 672, Official Public Records of Real Property of Kerr County, Texas, (iii) a Third Amendment to Declaration, dated May 14, 2004, filed of record in Volume 1366, Page 295, Official Public Records of Real Property of Kerr County, Texas, (iv) a Fourth Amendment to Declaration, dated June 18, 2004, filed of record in Volume 1366, Page 303, Official Public Records of Real Property of Kerr County, Texas, and (v) an Amendment by Owner to Declaration, dated June 18, 2004, filed of Record in Volume 1366, Page 311, Official Public Records of Real Property of Kerr County, Texas, as such amendment has been amended by Modification of Amendment dated July 20, 2004, filed of Record in Volume 1373, Page 356, Official Public Records of Real Property of Kerr County Texas;

WHEREAS, pursuant to Section 3.3 of the Declaration, an Owner has the right to subdivide such Owner's Unit in accordance with Section 82.063 of the Texas Uniform Condominium Act;

WHEREAS, pursuant to Section 82.063 of the Texas Uniform Condominium Act, and in the exercise of such Owner's rights under Section 3.3 of the Declaration, the undersigned Owner of Unit B desires to amend the Declaration to subdivide Unit B2 into new Units B2, B3, and B5 and modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for such subdivision (the "Amendments");

WHEREAS, pursuant to Section 82.063 of the Texas Condominium Act, the Association is required to execute this Amendment;

NOW, THEREFORE, pursuant to the rights granted to Owner pursuant to Section 3.3

of the Declaration and in Section 82.063 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

1. Unit B2 is hereby subdivided into new Units B2, B3 and B5, as shown on the Plats and Plans (as such Plats and Plans are amended hereby).

2. The Allocated Interests formerly allocated to Unit B2 are hereby reallocated as shown on Exhibit 1 attached hereto and fully incorporated herein by reference.

3. Unit B2, Unit B3, and Unit B5 shall include ownership of the land underneath the portions of the building in which such Units are located (as determined by projection of the vertical boundaries of such Units), notwithstanding that Unit B4 may be between a Unit and such Unit's portion of such land.

4. Each of Unit B2 and Unit B3 shall include ownership of the following undivided interests in Unit B5 (the "Unit B5 Interests"):

<u>Unit</u>	<u>Undivided Interest in Unit B5</u>
Unit B2	56.41%
Unit B3	43.59%

The Unit B5 Interests shall be appurtenant to Unit B2 and Unit B3, respectively, and shall run with Unit B2 and Unit B3, respectively, and shall inure to the benefit of the respective Owners of such Units, and their respective heirs, successors and assigns. The conveyance of Unit B2 and/or Unit B3 (or any part thereof) shall automatically convey the Unit B5 Interest appurtenant to such Unit (or part thereof conveyed).

5. Unit B5 shall be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the following terms, covenants, conditions and restrictions (the "Unit B5 Covenants and Restrictions"):

a. Unit B5 shall be used only as a reception area, hallways, and/or bathrooms for the common use of the Owners of Unit B2 and Unit B3, and/or their respective tenants, guests and invitees, if any.

b. Unit B5 shall not be subject to partition by the Owners of such Unit.

c. Each Owner of Unit B5 shall be obligated to pay such Owner's proportionate share of all insurance, taxes and assessments, property owner's association charges and assessments, maintenance, repairs and other costs and

expenses assessed against or incurred with respect to Unit B5. For purposes hereof, an Owner's proportionate share of such costs and expenses shall be the amount of any such cost and expenses multiplied by such Owner's undivided interest in Unit B5.

d. The Unit B5 Covenants and Restrictions may be modified, amended, or terminated, in whole or in part, by a written instrument executed by all of the Owners of Unit B5 and filed of record in the Official Public Records of Real Property of Kerr County, Texas.

5. Exhibit C (Plat and Plans) attached to the Declaration is hereby amended to reflect the subdivision of Unit B2 into Unit B2, Unit B3, and Unit B5 as shown on Exhibit 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

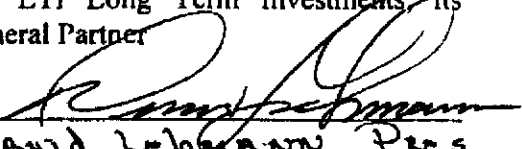
Dated the 31 day of August, 2004.

Owner of Unit B2:

I Q Investments, Ltd.

By: LTI Long Term Investments, its
General Partner

By:


David Lehmann, Pres.
(Printed Name and Title)

Association:

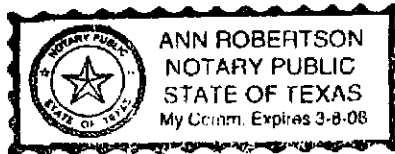
River Guide Village Owner's Association,
Inc.

By:


L. Bruce Brown, President
(Printed Name and Title)

STATE OF TEXAS §
COUNTY OF KERR §

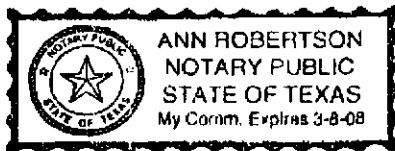
This instrument was acknowledged before me on the 31 day of August, 2004, by David Lehmann, President of LTI Long Term Investments, the General Partner of I Q Investments, Ltd., a Texas limited partnership, for and on behalf of said limited partnership.



Ann Robertson
Notary Public in and for
The State of Texas

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 31 day of August, 2004, by L. Bruce Bates, President of River Guide Village Owner's Association, Inc., for an on behalf of said corporation.



Ann Robertson
Notary Public in and for
The State of Texas

FILED FOR RECORD
at 4:25 o'clock P.M

AUG 31 2004

FILED BY
KERRVILLE TITLE COMPANY

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chela Thompson Deputy

RETURN TO:
KERRVILLE TITLE COMPANY
290 THOMPSON DR.
KERRVILLE TX 78028

EXHIBIT 1Unit B2 Reallocated Interests

<u>Unit</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Associa tion</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
New Unit B2	4,363	5.723%	5.723%	4,363	7
New Unit B3	3,372	4.423%	4.423%	3,372	4
New Unit B5	0	0%	0%	0%	0
Total (Equals Allocated Interests of Former Unit B	7,735	10.146%	10.146%	7,735	11

Notes to Schedule:

(1) The actual square footage of Unit B5 is 1,206 square feet; however, for purposes of the Schedule of Allocated Interests, all Unit Square Footage, Share of Common Elements, Share of Common Expenses, Votes in the Association, and Limited Common Elements, attributable to Unit B5, have been allocated to Unit B2 and Unit B3 as shown above.

EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 01 2004



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1381* PG *194*
RECORDING DATE

SEP 01 2004



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

LEGEND

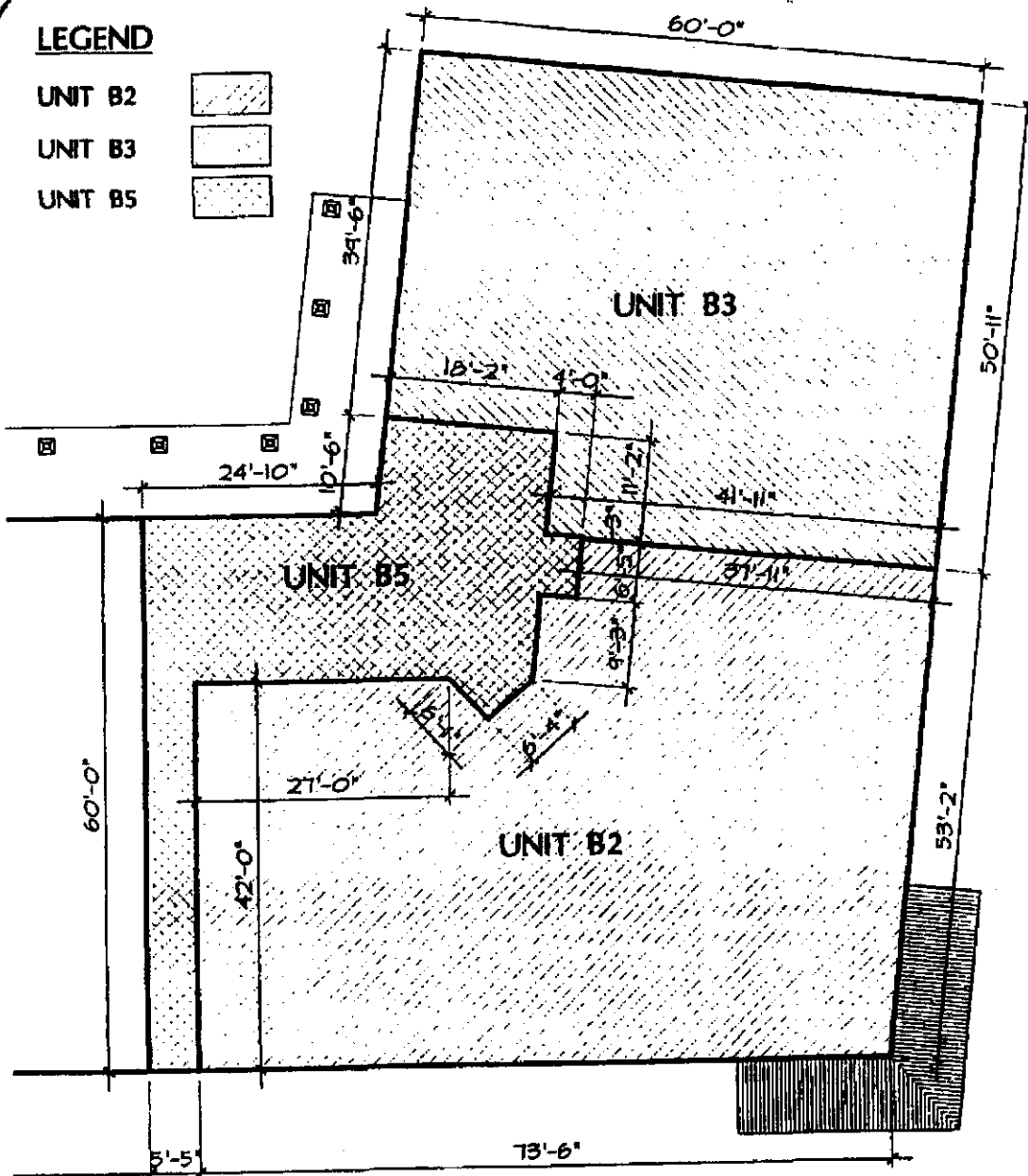
UNIT B2



UNIT B3



UNIT B5



1

Floor Plan

Scale: Not to Scale

**RIVER GUIDE VILLAGE
SQUARE FOOTAGE TOTALS
SOUTH PORTION BLDG. B**

BUILDING B2	3,683 S.F.
BUILDING B3	2,846 S.F.
BUILDING B5	1,206 S.F.
TOTAL	7,735 S.F.

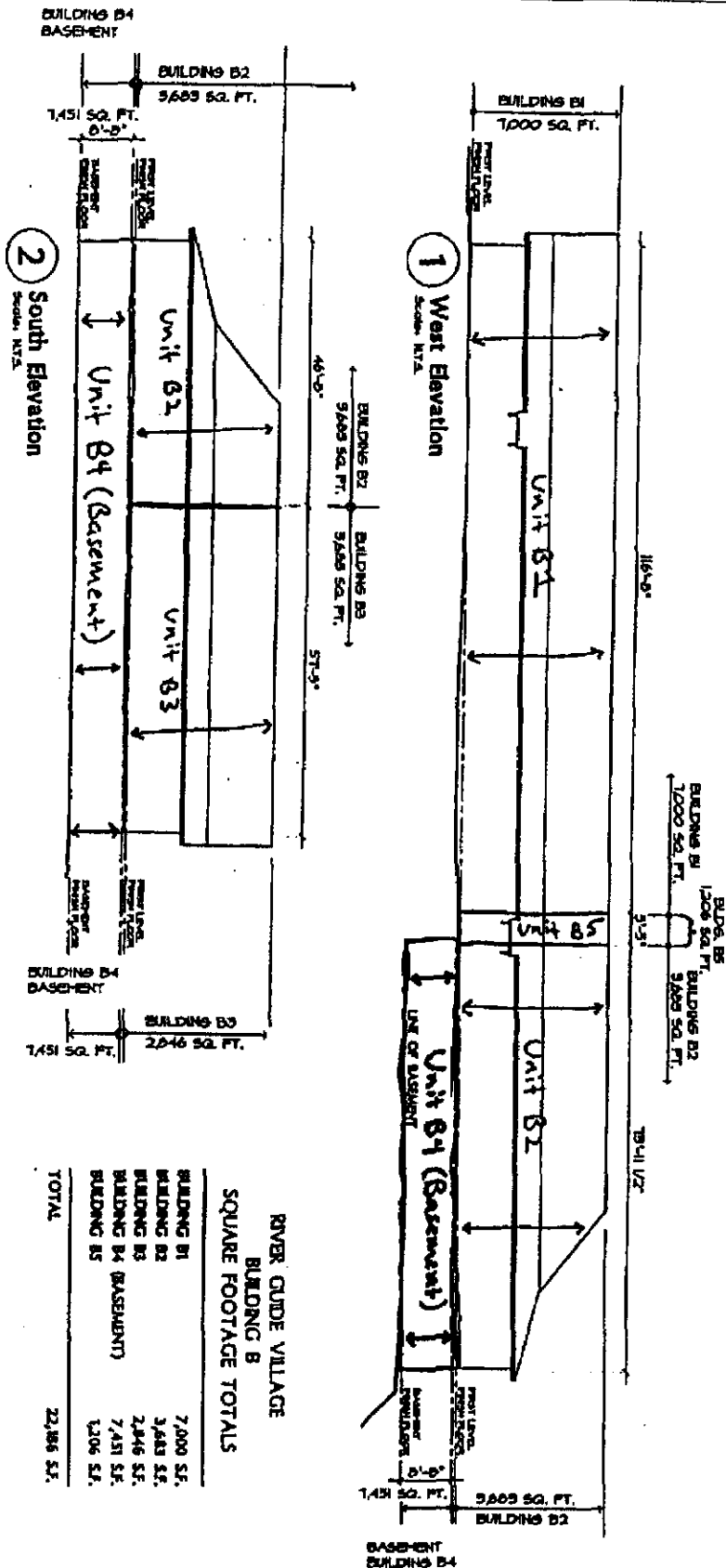
BUILDING "B" SOUTH PORTION
River Guide Village
 Kerrville, Texas

K.T.B.

8-11-04

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 INTERVIEW ONLY
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 FOR PERMITTING OR
 CONSTRUCTION
 PURPOSES. THE
 BALANCE OF THIS
 SHEET WAS AUTHORIZED
 BY:

DAVID A. MARTIN
 TEXAS ARCHITECTURAL
 REGISTRATION #4438



BUILDING "B"
River Guide Village
Kerrville, Texas NOT TO SCALE

6-17-04

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05872

VOL 1443 PAGE 0317

FIFTH AMENDMENT TO DECLARATION OF
RIVER GUIDE VILLAGE CONDOMINIUMS

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

WHEREAS, pursuant to the Declaration (the "Declaration") dated April 18, 2002, and filed of record in Volume 1186, Page 798 of the Official Public Records of Real Property of Kerr County, Texas, 1001 Water St., Ltd., a Texas limited partnership ("Declarant"), created the River Guide Village Condominiums (the "Condominium");

WHEREAS, the Declaration has been amended from time to time prior to the date hereof pursuant to various amendments filed of record in the Official Public Records of Real Property of Kerr County, Texas;

WHEREAS, pursuant to Section 82.060 of the Texas Uniform Condominium Act, the Declarant desires to further amend the Declaration in the exercise of Declarant's Development Rights reserved in the Declaration, to (i) enlarge Unit C, (ii) enlarge the Building containing Unit E and Unit F, (iii) relocate the boundaries between Unit E and Unit F, (iv) re-allocate the covered parking spaces allocated to Unit E and Unit F, and (v) modify Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration to account for such changes (the "Amendments");

WHEREAS, Sherlee Johnson ("Unit C Owner") is the owner of Unit C and has consented to the enlargement of Unit C;

WHEREAS, Sterling Trust Company, FBO Fred L. Speck, Jr IRA #72840 ("Unit E Owner") is the owner of Unit E and (i) has consented to the enlargement of the Building containing Unit E and Unit F, (ii) desires to relocate the boundaries of Unit E and Unit F as provided for herein, and (iii) desires to re-allocate the covered parking spaces allocated to Unit E and Unit F;

WHEREAS, Declarant is the owner of Unit F and desires to relocate the boundaries of Unit E and Unit F as provided for herein and desires to re-allocate the covered parking spaces allocated to Unit E and Unit F;

WHEREAS, pursuant to Section 82.062 of the Texas Uniform Condominium Act, the River Guide Plaza Owner's Association, Inc. (the "Association") has approved the relocation of the boundaries of Unit E and Unit F and is required to execute this Amendment;

23-5-5-1

NOW, THEREFORE, pursuant to (i) the rights granted to Declarant in the Declaration and in Section 82.060 of the Texas Uniform Condominium Act, and (ii) the rights granted to owners of adjoining condominium units to relocate the common boundaries of their units pursuant to Section 82.062 of the Texas Uniform Condominium Act, the Declaration is hereby amended in the following manner:

1. Unit C is hereby enlarged to be as shown on the Plats and Plans (as such Plats and Plans are amended hereby).

2. The Building containing Unit E and Unit F is hereby enlarged as shown on the Plats and Plans (as such Plats and Plans are amended hereby).

3. The boundaries of Unit E and Unit F are hereby relocated to be as shown on the Plats and Plans (as such Plat and Plans are amended hereby).

4. Six (6) covered parking spaces are hereby allocated to Unit E and two (2) covered parking spaces are hereby allocated to Unit F.

5. For purposes hereof, (i) the term "Former Unit E" shall mean Unit E as shown on the Plats and Plans prior to the changes made by this Amendment, (ii) the term "Former Unit F" shall mean Unit F as shown on the Plats and Plans prior to the changes made by this Amendment, (iii) the term "New Unit E" shall mean Unit E as shown on the Plats and Plans as amended hereby, (iv) the term "New Unit F" shall mean Unit F as shown on the Plats and Plans as amended hereby, (v) the term "Former Unit E Interests" shall mean all portions of Former Unit E outside the boundaries of New Unit E and contained within the boundaries of New Unit F, together all undivided interests in the Common Areas appurtenant to such portions, and all rights, privileges, tenements, easements, hereditaments and appurtenances pertaining thereto, and (vi) the term "Former Unit F Interests" shall mean all portions of Former Unit F outside the boundaries of New Unit F and contained within the boundaries of New Unit E together all undivided interests in the Common Areas appurtenant to such portions, and all rights, privileges, tenements, easements, hereditaments and appurtenances pertaining thereto. For and in consideration of the conveyance by Declarant to Unit E Owner of the Former Unit F Interests, Unit E Owner has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Declarant the Former Unit E Interests. For and in consideration of the conveyance by Unit E Owner to Declarant of the Former Unit E Interests, Declarant has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Unit E Owner the Former Unit F Interests. The foregoing conveyances between Declarant and Unit E Owner are for the purpose, and with the intent, of causing Unit E Owner to own all of New Unit E (and all Common Areas appurtenant to such New Unit E, and all rights, privileges, tenements, easements, hereditaments and appurtenances pertaining thereto), and causing Declarant to

own all of New Unit F (and all Common Areas appurtenant to such New Unit F, and all rights, privileges, tenements, easements, hereditaments and appurtenances pertaining thereto).

6. Exhibit B (Schedule of Allocated Interests) and Exhibit C (Plat and Plans) attached to the Declaration are hereby amended to be the same as Exhibits 1 and 2 attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.


Dated the 28th day of April, 2005.

Declarant:

1001 Water St, Ltd., by 1001 Water St.
Partner, LLC, its General Partner


By: 
L. Brent Bates, President

Unit C Owner:


Sherlee Johnson

Unit E Owner:

Sterling Trust Company, FBO Fred L.
Speck, Jr IRA #72840

By: 
(Printed Name and Title)

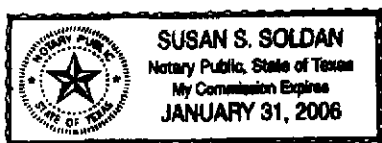
Association:

River Guide Village Owner's Association,
Inc.By: *L. Brent Bates**L. Brent Bates Director*
(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 28th day of April, 2005, by L. Brent Bates, President of 1001 Water St. Partner, LLC, the General Partner of 1001 Water St., Ltd., a Texas limited partnership, for and on behalf of said limited partnership.

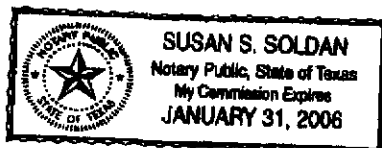


Susan S. Soldan
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 28th day of April, 2005, by Sherlee Johnson.

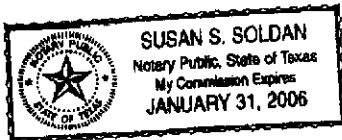


Susan S. Soldan
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 28th day of April, 2005, by Fred L. Speck, Jr., Account Holder of Sterling Trust Company, FBO Fred L. Speck, Jr. IRA #72840.



Susan S. Soldan
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 28th day of April, 2005, by L. Brent Baker, Director of River Guide Village Owner's Association, Inc.



Susan S. Soldan
Notary Public in and for
The State of Texas

EXHIBIT 1Amendment to Exhibit B (Schedule of Allocated Interests) attached to the Declarations**Schedule of Allocated Interests**

<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Votes in the Association</u>	<u>Limited Common Elements (Covered Parking Spaces)</u>
A	10,272	13.332%	13.332%	10,272	14
B1	7,000	9.085%	9.085%	7,000	10
B2	4,363	5.663%	5.663%	4,363	6
B3	3,372	4.377%	4.377%	3,372	5
B4 (See Note (1) Below)	0	0.000%	0.000%	0	0
B5 (See Note (2) Below)	0	0.000%	0.000%	0	0
C	5,737	7.446%	7.446%	5,737	8
D	3,400	4.413%	4.413%	3,400	5
E	6,156	7.990%	7.990%	6,156	6
F	917	1.190%	1.190%	917	2
G	7,500	9.734%	9.734%	7,500	12
H	4,000	5.192%	5.192%	4,000	7
I	3,250	4.218%	4.218%	3,250	5
J	8,867	11.509%	11.509%	8,867	19
K	12,213	15.851%	15.851%	12,213	20
TOTAL:	77,047	100.00%	100.00%	77,047	119

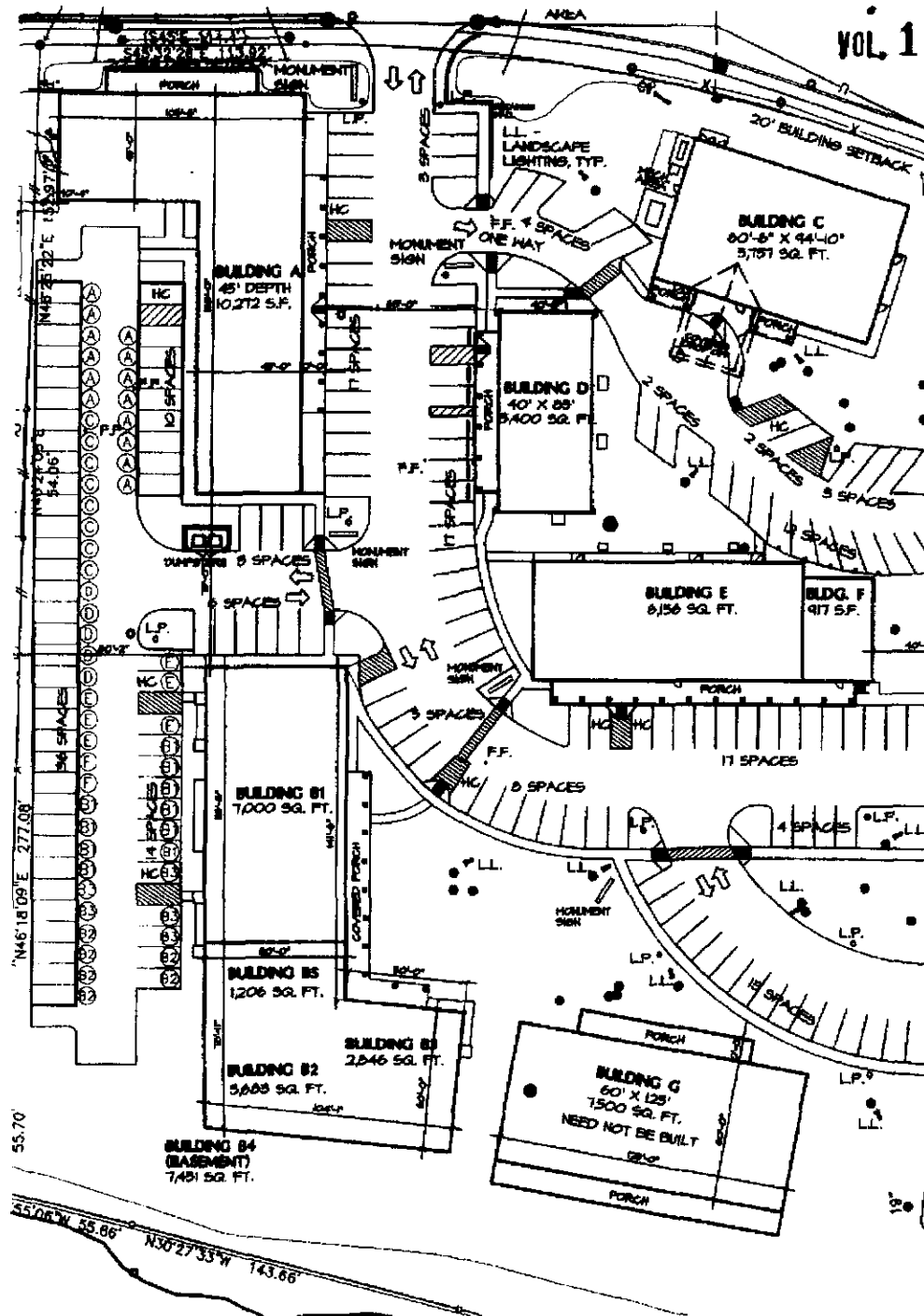
Notes to Schedule:

(1) The actual square footage of Unit B4 is 7,451 square feet; however, Unit B4 is a basement storage area which is excluded from the Unit Square Footage of former Unit B. Therefore, no Unit Square Footage has been allocated to the basement portion of Unit B, and such basement area has not been allocated any interest in any Common Elements, any Share of Common Expenses, any Votes in the Association, or any Limited Common Elements.

(2) The actual square footage of Unit B5 is 1,206 square feet; however, pursuant to the Amendment by Owner to Declaration of River Guide Village Condominiums – Subdivision of Owner's Unit executed by IQ Investments, Ltd and the River Guide Village Owner's Association, Inc., and filed of record in the Official Public Records of Real Property of Kerr County, Texas, all Unit Square Footage, Share of Common Elements, Share of Common Expenses, Votes in the Association, and Limited Common Elements, attributable to Unit B5, have been allocated to Unit B2 and Unit B3 as shown above.

EXHIBIT 2

Amendment to Exhibit C (Plat and Plans) attached to the Declarations



ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	14
B1	10
B2	6
B3	5
C	8
D	5
E	6
F	2
G	12
H	7
I	5
J	19
K	20
TOTAL	119

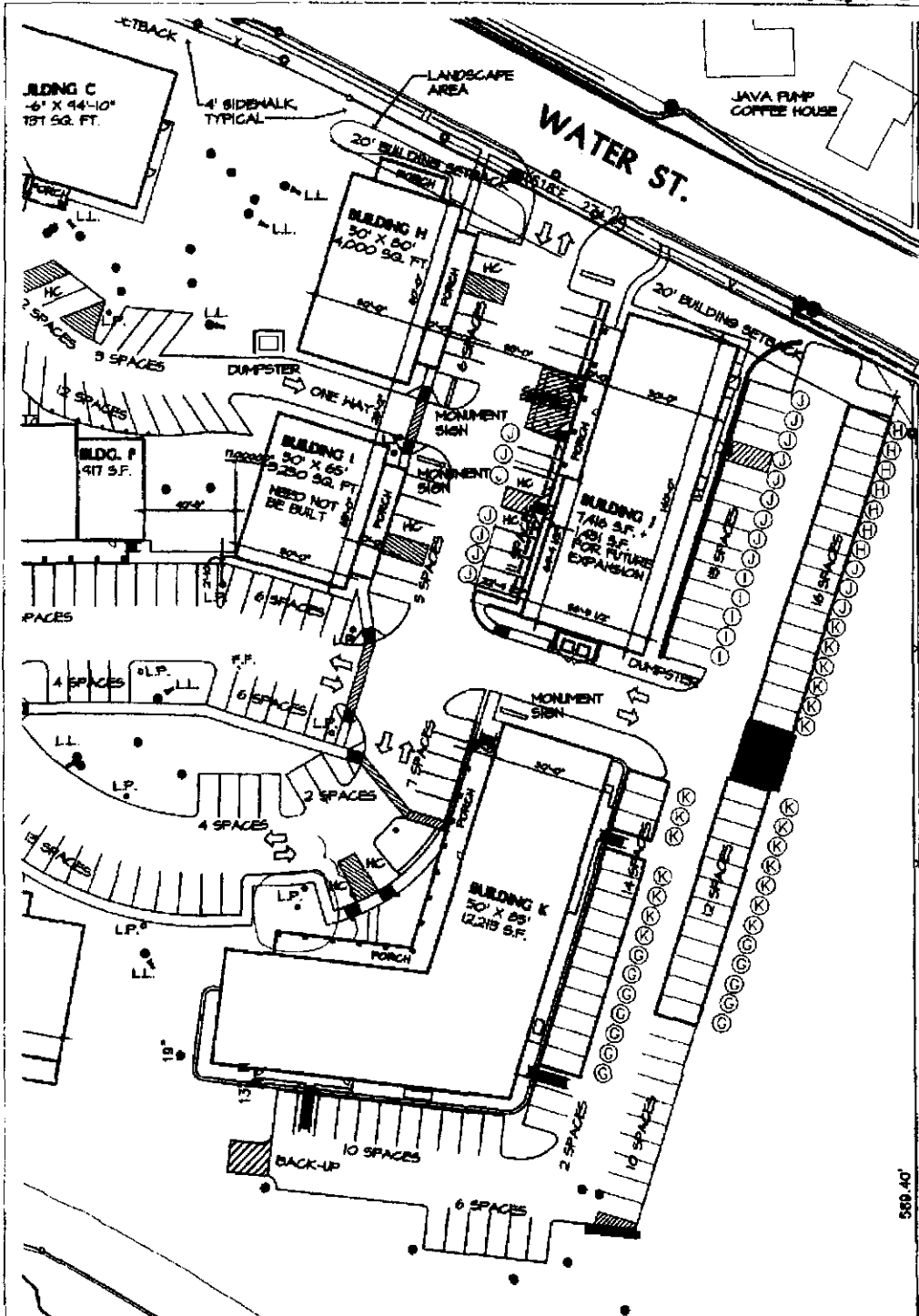
River Guide Village
West Parking Area
Limited Use Common Areas
Kerrville, Texas
Not to Scale

4-27-05

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 ATTENTION ONLY
 AND IS NOT INTENDED
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 DURATION OF THIS
 INSET HAS AUTHORIZED
 BY:

DAVID A. MARTIN
 TEXAS ARCHITECTURAL
 REGISTRATION #44,315

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 ARCHITECTURE • PLANNING • DESIGN



ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	14
B1	10
B2	6
B3	5
C	5
D	5
E	2
F	2
G	12
H	7
I	5
J	14
K	20
TOTAL	119

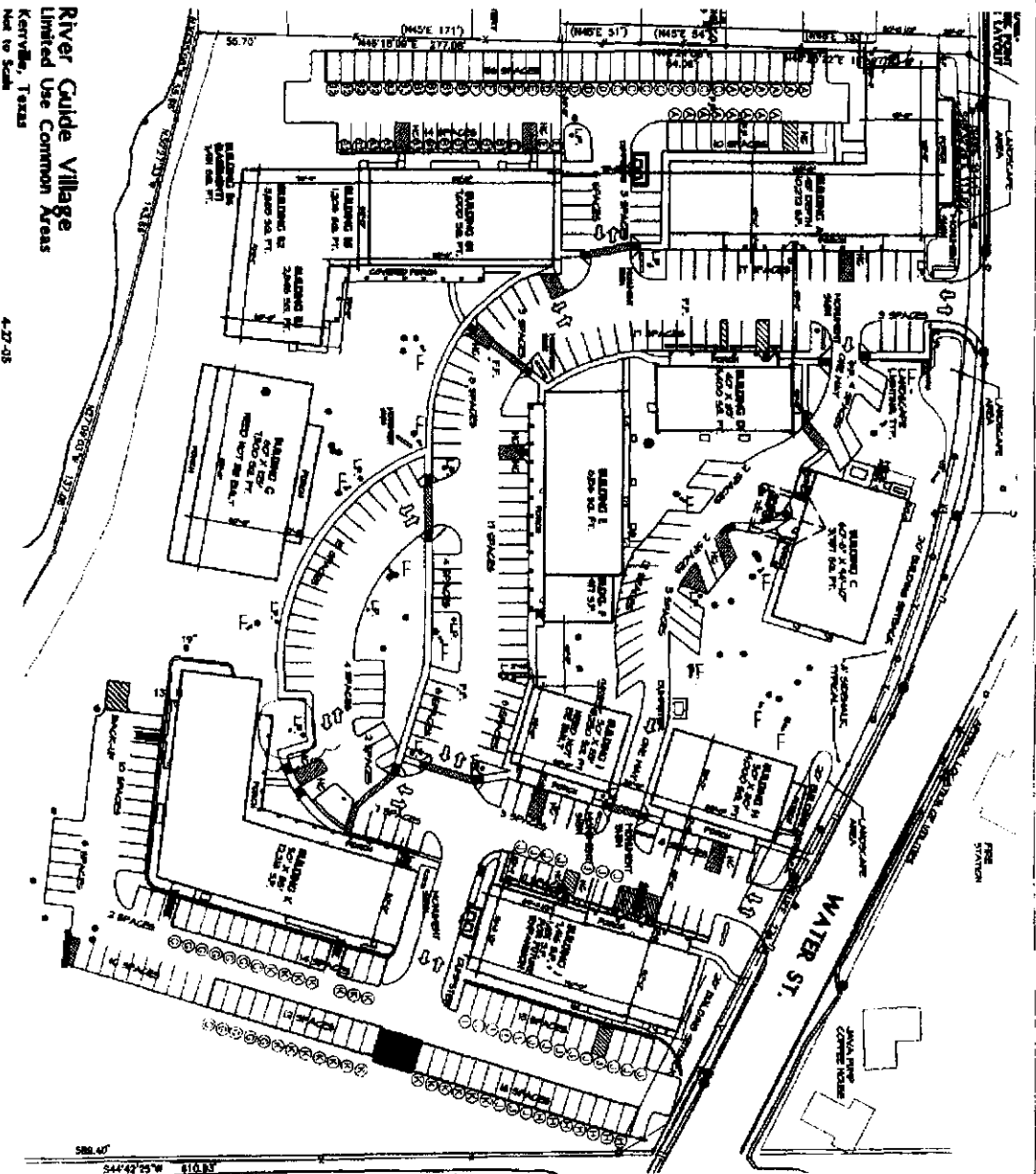
River Guide Village
East Parking Area
Limited Use Common Areas
Kerrville, Texas
Not to Scale

4-27-05

THIS SHEET IS FOR
 REVIEW ONLY
 AND IS NOT INTENDED
 FOR CONSTRUCTION OR
 CONSTRUCTION
 INVIOLATION OF THIS
 SHEET HAS AUTHORIZED
 BY:

DAVID A. MARTIN
 TEXAS ARCHITECTURAL
 REGISTRATION #4428

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River Guide Village
Limited Use Common Areas
Kerrville, Texas
Not to Scale

4-27-05

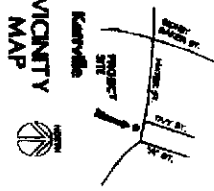
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A3 Studio
ARCHITECTURE • PLANNING • DESIGN

ASSIGNED PARKING SYNOPSIS

BUILDING	PARKING SPACES
A	14
B1	10
B2	6
B3	5
C	5
D	2
E	12
F	7
G	5
H	14
I	20
J	14
K	20
L	14
M	20
N	14
O	20
P	14
Q	20
R	14
S	20
T	14
U	20
V	14
W	20
X	14
Y	20
Z	14
TOTAL	114

BUILDING	SQUARE FOOTAGE	PERMANENT SQUARE FOOTAGE
A	10,212	10,212
B1	10,212	10,212
B2	10,212	10,212
B3	10,212	10,212
C	10,212	10,212
D	10,212	10,212
E	10,212	10,212
F	10,212	10,212
G	10,212	10,212
H	10,212	10,212
I	10,212	10,212
J	10,212	10,212
K	10,212	10,212
L	10,212	10,212
M	10,212	10,212
N	10,212	10,212
O	10,212	10,212
P	10,212	10,212
Q	10,212	10,212
R	10,212	10,212
S	10,212	10,212
T	10,212	10,212
U	10,212	10,212
V	10,212	10,212
W	10,212	10,212
X	10,212	10,212
Y	10,212	10,212
Z	10,212	10,212
TOTAL	24,440	12,220



FILED FOR RECORD
at...10:30'clock...A.....M

JUN 10 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

FILED BY & RETURN TO:
1001 WATER STREET LIMITED
1001 WATER STR. STE#A-200
KERRVILLE, TEXAS 78028

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Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

JUN 13 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1443 PG. 317
RECORDING DATE

JUN 13 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS