

NF-RB SECTION 4 RESTRICTIONS

Volume 662, Page 481, Volume 662, Page 552, Volume 663, Page 756, Real Property Records of Kerr County, Texas; Volume 6, Page 148, Plat Records of Kerr County, Texas; Volume 710, Page 649, Volume 743, Page 767, Volume 879, Page 11 and Volume 961, Page 221, 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.

OTHER EXCEPTIONS

- Easement dated April 17, 1937 to R.H. Friedrich, recorded in Volume 61, Page 156, Deed Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Lewis F. Scherer and wife, Margaret L. Scherer to Lewis F. Scherer, Jr., dated June 22, 1971, recorded in Volume 149, Page 782, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Telephone Line Right-Of-Way Easement dated January 6, 1954 to Hill Country Telephone Cooperative, Inc., recorded in Volume 15, Page 797, Easement Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 6, Page 148, Plat Records of Kerr County, Texas.
- Easement Agreement dated October 27, 1992, recorded in Volume 662, Page 481, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated October 27, 1992, recorded in Volume 662, Page 552, Real Property Records of Kerr County, Texas, and subsequently amended in Volume 663, Page 756 and Volume 961, Page 221, Real Property Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 662, Page 552, Real Property Records of Kerr County, Texas.
- Minerals conveyed by Grantor, as described in Mineral Deed from Lewis F. Scherer, Jr. to Guadalupe Ranch Corporation, dated August 26, 1993, but effective August 10, 1993, recorded in Volume 711, Page 19, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- Mineral reservation by Grantor, as described in instrument from River Bend Development Corporation, a Texas corporation, to {PR,"insert grantee for min.reservation",ST1,4}, dated {PR,"insert date of min. reservation",DT2,4}, recorded in Volume {PR,"insert volume number of min.reservation",IN1,4}, Page {PR,"insert page number of min. reservation",IN1,4}, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Unrecorded grazing lease.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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CHRYSLER BANK

EAS

EASEMENT NOTE

COUNTY OF HENRI COUNTY, TEXAS

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MILWAUKEE — A group of Milwaukee-area business leaders has announced plans to build a new \$100-million arena in the city's downtown area.

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NOTES AND RESTRICTIONS

THE UNIVERSITY OF CHICAGO

APPROVAL OF CONSENT

INTERPRETING THE OPTIMALITY

OFFICIAL PROFESSIONAL LAND SURVEYING, INC. 1978

6532 VOLUME 6 PAGE 197

[illegible]

PHOTOGRAPHY: THE ARCADE

FILED: **PERMANENT**

CHIRAN DISNEY MY MA

Self-Insuring

SMITHVILLE, TEXAS

**NE-RB RANCH
SECTION FOUR**[illegible][illegible][illegible]

7792

EASEMENT AGREEMENT

STATE OF TEXAS *

COUNTY OF KERR *

KNOW ALL MEN BY THESE PRESENTS:

That GUADALUPE RANCH CORPORATION, a Texas corporation ("Guadalupe") owns a certain 587.72 acre, more or less, tract of land situated in Kerr County, Texas, being described as follows:

PARCEL I:

NF - RB Ranch, Section Three, a subdivision in Kerr County, Texas, according to the plat thereof recorded in Volume 6, at Pages 113 and 114 of the Plat Records of Kerr County, Texas (herein "SUBDIVISION").

PARCEL II:

Being all of a certain 15.41 acre, more or less, tract of land in Kerr County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference (herein "15.41 ACRE TRACT").

SAID SUBDIVISION and 15.41 ACRE TRACT herein collectively referred to as "Guadalupe Property".

Whereas, ANNA FLORENCE PAYETTE, INDEPENDENT EXECUTRIX OF THE ESTATE OF MAURINE P. BIERING, DECEASED, AND ANNA FLORENCE PAYETTE, INDIVIDUALLY ("Estate") is the holder of various promissory notes secured by first liens on portions of the SUBDIVISION as such interest is more particularly described in the mortgage documents securing said notes; and

Whereas, Guadalupe is the owner of two easements (collectively "EXISTING EASEMENTS") which provide access to the Guadalupe Property, said EXISTING EASEMENTS being described as follows:

That certain 60 ft. wide road easement reserved in a deed dated February 28, 1989 from A.S.M., Inc. to Karl Blair Dickinson recorded in Volume 500, Page 782 of the Real Property Records of Kerr County, Texas, and that certain 60 ft. wide road easement retained in a deed dated April 13, 1989, from Maurine P. Biering to Karl Blair Dickinson of record in Volume 506, Page 353 of the Real Property Records of Kerr County, Texas; and

DC139/a:3753.15/HBJ/kj/10/26/92

Whereas, Guadalupe being the owner of the 15.41 ACRE TRACT as above described desires to create a third Easement 60 ft. in width over, across and upon the 15.41 ACRE TRACT adjacent to and parallel with the entire northeast boundary line of said 15.41 ACRE TRACT ("NEW EASEMENT"), the description of said NEW EASEMENT being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes; and

Whereas, for purposes of this agreement, the EXISTING EASEMENTS and the NEW EASEMENT shall be hereinafter collectively referred to as "ACCESS EASEMENT"; and

Whereas, in furtherance of Guadalupe's plan to provide access to Estate and the owners of tracts in the SUBDIVISION and to facilitate such access in the sale thereof to such third parties ("Subsequent Owners"), Guadalupe desires to create certain private easements for the mutual common use and benefit of Guadalupe, Estate and Subsequent Owners, their respective heirs, successors and assigns.

Now therefore, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and the premises herein set forth, Guadalupe hereby expressly retains and reserves unto Guadalupe and hereby grants, conveys, assigns and transfers unto Estate and Subsequent Owners, their respective heirs, successors, licensees, invitees, tenants, and assigns, the ACCESS EASEMENT and rights-of-way for the non-exclusive purpose of providing ingress and egress to and from the Guadalupe Property, to State Highway 1340.

The ACCESS EASEMENT hereby reserved, retained and/or granted shall be non-exclusive and in common with Guadalupe, Estate and Subsequent Owners, their respective heirs, successors and assigns with the right of Guadalupe, Estate and Subsequent Owners, their respective heirs, successors and assigns, to use said ACCESS EASEMENT for purposes of ingress to and egress from their respective properties.

Guadalupe reserves and retains the right to convey similar rights and easements in such ACCESS EASEMENT to such other persons as Guadalupe may deem proper. Estate and Subsequent Owners shall be entitled to convey their respective non-exclusive rights and easements in such ACCESS EASEMENT to their respective heirs, successors or assigns. The easements, rights and privileges herein reserved, retained and/or granted shall be only for the purpose of using, placing, installing, constructing, operating, repairing, maintaining, rebuilding and replacing (1) roads to provide ingress and egress between State Highway 1340 and the properties of

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Guadalupe, Estate and Subsequent Owners, which are a part of Guadalupe Property, together with the right in perpetuity for the non-exclusive, free, continuous and uninterrupted use, liberty, privilege and easement of passing in, across and over the ACCESS EASEMENT, and the right of ingress and egress by foot, trucks, vehicles, animals, equipment and automobiles, at all times and as may be determined to be convenient, forever and (ii) utilities to provide utility service to the properties of Guadalupe, Estate and Subsequent Owners which are a part of Guadalupe Property.

The easement, rights and privileges herein retained and reserved unto Guadalupe and hereby granted to Estate and Subsequent Owners shall be perpetual. Guadalupe hereby binds itself, its successors and assigns to warrant and forever defend the above described ACCESS EASEMENT and rights unto Estate and Subsequent Owners, their heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof but only as to the non-exclusive use of the ACCESS EASEMENT for the purposes herein stated.

The ACCESS EASEMENT shall be for the non-exclusive, free, continuous and non-interrupted use, liberty, privilege and easement of ingress and egress as herein specified and shall be appurtenant to the respective properties of Guadalupe, Estate and Subsequent Owners which are a part of Guadalupe Property.

Guadalupe is not hereby dedicating the ACCESS EASEMENT but reserves and retains the exclusive right to dedicate all or any part of the ACCESS EASEMENT and the surface of the property affected by the ACCESS EASEMENT to any city or county for use as public street or road so that Guadalupe acting alone shall be entitled to make such dedications as herein specified.

It is specifically understood that Guadalupe and the River Bend Ranch Owners Association ("Association") shall be responsible for maintaining the ACCESS EASEMENT as provided in and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for NF - RB Ranch, Section Three, also known as River Bend Ranch ("Declaration") which Declaration is of record at Clerk's File No. 7809 of the Real Property Records of Kerr County, Texas. No gates or obstructions shall be placed on or across the ACCESS EASEMENT except at the entrance to NF - RB Ranch, Section Three. Each party hereto shall have free, continuous and uninterrupted access to and from and the use of the ACCESS EASEMENT.

DC139/a:3753.15/HBJ/kj/10/26/92

Executed the 27 day of October, 1992.

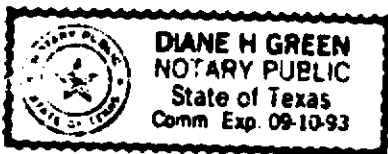
GUADALUPE RANCH CORPORATION

By: [Signature]
Name: David M. Cummings, Jr.
Title: President

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 27 day of October, 1992, by David M. Cummings, Jr., President of GUADALUPE RANCH CORPORATION, a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
My commission expires: 9-10-93
Diane H. Green
Notary's printed name

Return to:

Guadalupe Ranch Corp
190 Fairway Drive
Kerrville Texas 78028

Filed by: [Signature]
KERR COUNTY ABSTRACT CO., INC.

FILED FOR RECORD

3:05 o'clock P.M.

OCT 28 1992

PATRICIA DYE

Kerr County Court, Kerr County, Texas
[Signature]

13⁰⁰ + 5⁰⁰

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

October 15, 1992

Job No. 3954

River Bend Ranch

Re: description of 15.41 acres out of 597.08 acres, River Bend Ranch, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 15.41 acres, out of original Survey No. 1736, A. C. Joy, Abstract No. 1736, and being part of that 597.08 acre tract which was conveyed from Carolee Youngblood, et. al., to S. M. Inc., et. al., by deed dated the 28th day of May, 1985, of record in Volume 326, on page 379, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the northeast corner of that 9.36 acre tract which was conveyed from Maurine P. Biering to Karl Blair Dickinson, by deed dated the 13th day of April, 1989, of record in Volume 506 on page 353 of the Real Property Records of Kerr County, Texas;

THENCE with the north line of said 9.36 acre tract, S.72°11'34"W. 1458.72 feet to the northwest corner of said 9.36 acre tract, and the southwest corner of said 597.08 acre tract;

THENCE with division line, N.29°24'E. 1292.6 feet, a 1/2" iron stake, and N.28°30'E. 62.7 feet to the north corner of subject tract, in an northeast line of said 597.08 acre tract;

THENCE with a northeast line of said 597.08 acre tract, S.44°34'E. 1031.8 feet to the place of beginning.

Surveyed on the ground and field notes prepared by Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Registered Professional Land Surveyor No. 1713

DOMINGUES & ASSOCIATES, INC.
609 SIDNEY BAKER - KERRVILLE, TEXAS 78628 - TELEPHONE (817) 896-8000

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

October 26, 1992

Job No. 3954

River Bend Ranch

Re: description of 1.39 acres out of 597.08 acres, River Bend Ranch, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 1.39 acres, out of original Survey No. 1736, A. C. Joy, Abstract No. 1736, and being part of that 597.08 acre tract which was conveyed from Carolee Youngblood, et. al., to S. M. Inc., et. al., by deed dated the 28th day of May, 1985, of record in Volume 326, on page 379, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the northeast corner of that 9.36 acre tract which was conveyed from Maurine P. Biering to Karl Blair Dickinson, by deed dated the 13th day of April, 1989, of record in Volume 506 on page 363 of the Real Property Records of Kerr County, Texas;

THENCE with a northeast line of said 597.08 acre tract, N.44°34'W. 1031.8 feet to the north corner of subject tract

THENCE with division line, S.28°30'W. 62.7 to a 1/2" iron stake;

THENCE with division line, parallel to and 60 feet southwest from the northeast line of said 597.08 acre tract, S.44°34'E. 983.3 feet to the north line of said 9.36 acre tract;

THENCE with the north line of said 9.36 acre tract, N.72°11'34"E. 67.2 to the place of beginning.

Surveyed on the ground and field notes prepared by Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Registered Professional Land Surveyor No. 1713

DOMINGUES & ASSOCIATES, INC.
600 SIDNEY BAKER - KERRVILLE, TEXAS 78601 - TELEPHONE (512) 896-8800

VOL. 662 PAGE 487

RECORDED IN Real Property
FILE DATE: Oct. 28, 1992
FILE TIME: 3:05 O'CLOCK 8 M
VOL. 662 PAGE 487
RECORDING DATE

OCT 28 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Paul Dye
Deputy

I hereby certify that the foregoing was FILED in the Public Records of the State of Texas on the 28th day of October 1992 at 3:05 P.M. and the same is duly recorded in the Public Records of Real Property of Kerr County, Texas on

OCT 28 1992



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

WF-RB RANCH, Section Three also known as
RIVER BEND RANCH
KERR COUNTY TEXAS

VOL 66-2 PAGE 552

7809

THIS DECLARATION, made this 27 day of October, 1963, by Oakdale Ranch Corporation, a Texas corporation, do River Bend Ranch, ("Declarant");

WITNESSETH:

A. Declarant is the owner of the real property described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for residential and agricultural purposes.
B. Declarant further desires to provide for the preservation of the value and amenities of said ranch and property and for the maintenance thereof; and, for such purposes, Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.
C. Declarant will cause the River Bend Ranch Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.
NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (hereinafter referred to as "covenants, conditions and restrictions") hereinafter set forth:

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

- (a) "Association" shall mean and refer to the River Bend Ranch Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Properties" shall mean and refer to Tracts 7-26, WF-RB Ranch, Section Three, subdivisions in Kerr County as recorded in Volume 6, at Pages 113 and 114 of the Plat Records of Kerr County, Texas, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions. If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
- (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned. Acres to be rounded to the nearest whole acre.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties solely as security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
- (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 9 hereof.
- (h) "Access Easement" shall mean and refer to (i) that certain 60 ft. wide road easement reserved in a deed dated February 28, 1969 from A.S.R., Inc. to Earl Blair Dickinson recorded in Volume 506, Page 782 of the Real Property Records of Kerr County, Texas; (ii) that certain 60 ft. wide road easement retained in a deed dated April 13, 1969, from Maurice P. Biering to Earl Blair Dickinson of record in Volume 506, Page 133 of the Real Property Records of Kerr County, Texas; and (iii) that certain 60 ft. wide road easement described by notes and bounds in Exhibit "B" hereto and incorporated herein for all purposes (collectively "Access Easement");

2. **Affirmative and Protective Covenants.** The Properties shall be used and occupied subject to the following restrictions:

- (a) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purposes. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
- (b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 200 feet from the main roadway easement and 75 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (c) No permanent structure (house, barn, etc.) other than fencing, shall be placed on the Properties less than 200 feet from the main roadway easement, 75 feet from any side property line or 75 feet from the back property line, and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway. Declarant shall retain the right to adjust road set back to 100 feet and side property line set backs to 75 feet on any tract containing less than ten acres.
- (d) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be hauled off, or buried out of view of the main roadway.
- (e) No open fires shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee.
- (f) No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same, and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
- (g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square feet for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such sign shall be neat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Control Committee.
- (h) The Properties may not be divided without permission of Declarant.
- (i) The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers

which are not visible from any road. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

- (f) All residences and other structures constructed or erected shall be of any construction, and in no event shall any prefabricated or existing residences or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefor, to the Architectural Control Committee for approval which approval the Architectural Control Committee shall indicate by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure situated on any of the Properties.
- (g) No elevated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well screened behind hills or trees to substantially eliminate visibility. Blinds and/or feeders shall not be constructed, situated or located within 50 feet of any property line.
- (h) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is commenced.
- (i) Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental law, rules or regulations.
- (j) No fence shall be constructed, situated or located a distance less than 60 feet from the right of way line of any road shown on the plots of the Subdivisions as described in paragraph 1(c) hereof. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fences and shall be approved by the Architectural Control Committee.
- (k) No oil well, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be conducted and/or located less than 500 feet from any residence or permanent structure situated on any of the Properties. All open pits and excavations shall be restored to the condition of the land prior to such excavation. No derrick or other structure designed for use in boring for oil, natural gas or other minerals or pump stations, tanks or other equipment used for the recovery of oil, gas or other minerals shall be located on top of any hill on any of the Properties and any such structure must be well screened behind hills or trees to substantially eliminate visibility from the main road or any residence situated on any of the Properties.

3. **Utility Easement: Reserved by Declarant.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by Declarant over, under and across the Properties on the property boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. Said easements pertain to existing utility easements.

4. **Creation of Lien and Personal Obligations for Assessments.** Each Owner (by acceptance of a deed for any portion of the Properties whether or not it shall be as expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment is made. Such such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment becomes due.

5. **Maintenance Charge.** The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until Jan. 1, 1994, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1993, and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period. The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge as a date other than January the Owner of such land shall pay the pro rata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse to the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

6. **Purpose of the Maintenance Fund.** The maintenance fund charge shall be uniformly imposed upon all lands in the project, and such maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

- (a) Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, etc.;
- (b) Road maintenance of the roads shown on the plot of the Properties and the Access Easement collect: "A" ("Roads"). Such maintenance shall include the repaving and curbing the Roads and the drainage/ditches adjacent thereto as needed to provide normal access and in this regard it is understood that the Association shall be responsible for maintaining the Roads;
- (c) Outside high fence maintenance, if necessary for tracts 11-26;
- (d) Legal which includes any legal fees as may be required by the Association;
- (e) The Association income tax preparation which includes cost of annual corporate Federal income tax returns and State of Texas Franchise Tax returns, if applicable;
- (f) The Association expense for Security;
- (g) The Association expense for wildlife surveys and consultations;
- (h) The Association expense for Insurance;
- (i) Miscellaneous which includes costs expended, but not already mentioned.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of the Properties: provided, however, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the monies then on hand.

7. **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association.** (a) If any assessment or any part thereof is not paid on the date(s) then due (being the dates specified in Section 5 of this article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the

then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his property.

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

8. **Architectural Control Committee.** No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID M. CHAMBERS, or his designee, ROBERT KEITH, or his designee, or ERIC WEISS or his designee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

9. **Wildlife Committee.** The Wildlife Committee shall be composed of three members whose names are ERIC WEISS, or his designee, or ROBERT KEITH, or his designee, DAVID M. CHAMBERS, or his designee. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free ranging wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers of sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine harvest quota recommendations by sex for each species on each subject property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

10. Voting Rights in the Association.

(a) Quorum and Action Requirements.

- (i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.
- (ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be 1/2 of the required quorum at the preceding meeting.
- (iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the members entitled to cast a majority of the votes of the Association.
- (iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

11. **Powers and Duties.** The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

- (i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$100,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insureds, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (iii) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.
- (vii) To replace, with or without cause, at Declarant's sole discretion members of the Architectural Control Committee and of the Wildlife Committee.

then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his property.

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

8. **Architectural Control Committee.** No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID H. CHIDINGS, or his designee, S.E. CHIDINGS, or his designee, or ERIC WHITE or his designee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall come and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if as suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

9. **Wildlife Committee.** The Wildlife Committee shall be composed of three members whose names are ERIC WHITE, or his designee, or S.E. CHIDINGS, or his designee, DAVID H. CHIDINGS, or his designee. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall come and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers of sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine harvest quota recommendations by sex for each species on each subject property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

10. Voting Rights in the Association.

(a) Quorum and Notice Requirements.

- (i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.
- (ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be 1/2 of the required quorum at the preceding meeting.
- (iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the members entitled to cast a majority of the votes of the Association.
- (iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

11. **Powers and Duties.** The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

- (i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (iii) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.
- (vii) To replace, with or without cause, at Declarant's sole discretion members of the Architectural Control Committee and of the Wildlife Committee.

12. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good conditions and repair. In the event that any Owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

13. **Duration.** The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

14. **Consent of Members.** The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document, in writing bearing each of their signatures.

15. **Annual Financial Statements: Books and Records.** The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

16. **Finality of Determination by Association.** It is understood that the judgment of the Declarant and/or the Board, their respective successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

17. **Dissolution of Association.** The Association may be voluntarily dissolved by an affirmative decision of at least 75% of the total votes.

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

19. **Acceptance of Declaration.** By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.

20. **Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, Declarant has executed this instrument on this 27 day of October, 1992.

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

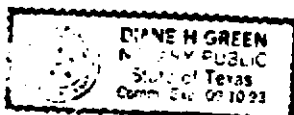
GUADALUPE RANCH CORPORATION dba RIVER BEND RANCH

By: David H. Cummings, Jr.
David H. Cummings, Jr.
President

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before on this 27 day of October, 1992, by David H. Cummings, Jr., President of Guadalupe Ranch Corporation a Texas corporation, dba River Bend Ranch, on its behalf.



Diane H. Green
Notary Public, State of Texas
Notary's Printed Name:

Diane H. Green

MORTGAGES' CERTIFICATE OF APPROVAL AND SUBORDINATION

STATE OF TEXAS *

COUNTY OF KERR *

KNOW ALL MEN BY THESE PRESENTS:

That ANNA FLORENCE PAYETTE, INDIVIDUALLY EXECUTRIX OF THE ESTATE OF MARLINE P. BIERING, DECEASED, AND ANNA FLORENCE PAYETTE, INDIVIDUALLY (collectively "Mortgagees"), being the owners and holders of first lien purchase money notes secured by portions of the Properties, do hereby, to the extent of their respective interests as mortgagees, join in and approve this Declaration of Covenants, Conditions and Restrictions for WF-28 Ranch, Section Three also known as River Bend Ranch ("Declaration") and hereby agree that their respective interests in the Properties shall be bound by this Declaration. Mortgagees hereby ratify and confirm the reservation and grant of utility easements as indicated for the purpose and consideration as herein expressed. Further, Mortgagees severally subordinate their respective liens securing their respective purchase money notes on such portion of the Properties as are encumbered by the utility easements to (i) said utility easements created and reserved by this Declaration and (ii) the rights of Declarant and Association and of the owners of tracts in the Properties and of public utilities to use said utility easements for the purposes as in this Declaration provided; however, in the event of utility easements that are not located, this subordination shall be only to so much of the said Properties as is reasonably necessary for the placement, construction and maintenance of such utilities.

Witnessed by ANNA FLORENCE PAYETTE, INDIVIDUALLY EXECUTRIX OF THE ESTATE OF MARLINE P. BIERING, DECEASED, AND ANNA FLORENCE PAYETTE, INDIVIDUALLY, this 27 day of October, A.D. 1992.

Any provision herein which restricts the gift, sale or use of the described and property because of death or death in kind is hereby and irrevocably waived. (See the STATE OF TEXAS) COUNTY OF KERR
I hereby certify that the instrument was filed in the Public Records of the State of Texas and that the same is a true and correct copy of the original as recorded in the Public Records of the State of Texas.

OCT 28 1992

Anna Florence Payette
ANNA FLORENCE PAYETTE, INDIVIDUALLY
EXECUTRIX OF THE ESTATE OF MARLINE
P. BIERING, DECEASED, AND ANNA
FLORENCE PAYETTE, INDIVIDUALLY

STATE OF TEXAS *

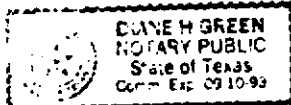
COUNTY OF KERR *



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

BEFORE ME, the undersigned authority in and for said County, State of Texas, on this day personally appeared ANNA FLORENCE PAYETTE, INDIVIDUALLY EXECUTRIX OF THE ESTATE OF MARLINE P. BIERING, DECEASED, AND ANNA FLORENCE PAYETTE, INDIVIDUALLY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of October, 1992.



Duane H. Green
Notary Public, State of Texas
My commission expires: 9-10-93
Duane H. Green
Notary's printed name

RECORDED IN *Real Property*
FILE DATE: *Oct 28 1992*
FILE TIME: 3:05 O'CLOCK PM
VOL. 662 PAGE 552
RECORDING DATE

OCT 28 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Patricia Dye*

Please return to:

Guadalupe Ranch Corp
190 Fairway Ex.
Kenneth

Filed by: *

KERR COUNTY ABSTRACT CO., INC.

FILED FOR RECORD

OCT 28 1992

PATRICIA DYE

County Clerk, Kerr County, Texas
Patricia Dye

1992 + 50

BEING all of a certain tract or parcel of land containing 597.00 acres, more or less, out of various Original Patent Surveys in Kerr County, Texas, as follows:

SURVEY	SURVEY NO.	ABSTRACT NO.	ACRES
G.C. & F. Ry. Co.	1579	1084	33.75
H. W. Santa	1580	1753	105.32
V.C. Ry. Co.	1735	1139	253.36
A.C. Joy	M.W. part 1736	2035	113.99
A.C. Joy	S. part 1736	1736	90.66

part of that land conveyed as 646.76 acres and described in three tracts 618.0 acres, 17.150 acres and 11.610 acres as Exhibit "A" in a Warranty Deed with Vendor's Lien from Riverband Ranch, Inc. and Carolee Youngblood, et al. to G. Scott Odom executed the 6th day of October, 1981 and recorded in Volume 284 at Page 372 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost for the northwest corner of the herein described tract and said 618.0 acre tract, said to occupy the northwest corner of Survey No. 1735;

THENCE along or near a fence with the occupied north line of said 618.0 acre tract and Survey No. 1735, N. 89 degrees 59' E., 3756.01 ft. to a fence cornerpost for the northeast corner of the herein described tract and 618.0 acre tract;

THENCE along or near a fence with the occupied east line of said 618.0 acre tract, all calls to fence angleposts unless otherwise stated; S. 00 degrees 28' W., 2395.82 ft.; S. 31 degrees 57' W., 1509.91 ft.; S. 57 degrees 42' E., 1410.42 ft.; S. 01 degrees 46' E., 1484.28 ft.; S. 88 degrees 25' W., 49.00 ft.; S. 26 degrees 36' E., 30.06 ft.; S. 75 degrees 25' W., 1676.72 ft.; S. 16 degrees 51' W., 646.52 ft.; and S. 44 degrees 34' E., 2389.79 ft. to an unmarked point in the south line of said Survey No. 1736 for the southeast corner of the herein described tract;

THENCE upon, over and across said 618.0 acre tract with the south line of Survey No. 1736, West, 1838.17 ft. to an unmarked point in the approximate center of the Guadalupe River, North Fork, the southwest line of said 618.0 acre tract for the southwest corner of the herein described tract;

THENCE with the said southwest line of 618.0 acre tract; N. 50 degrees, 34' W., with the approximate center of river, 67.32 ft. to an unmarked point; N. 65 degrees 35' W., with the approximate center of river, 474.11 ft. to an unmarked point; N. 19 degrees 14' W., at approximately 244.2 ft. passing a fence endpost at the edge of a high bluff, then continuing along a fence for a total distance of 431.64 ft. to a fence anglepost; N. 09 degrees 35' W., along a fence, 914.05 ft. to a fence anglepost; N. 07 degrees 44' W., along a fence, 248.32 ft. to a fence anglepost; N. 22 degrees 07' W., along a fence, 309.95 ft. to a fence cornerpost; N. 32 degrees 18' E., along a fence, 541.43 ft. to a fence anglepost; North, along a fence, 91.25 ft. to a fence anglepost; N. 12 degrees 40' W., along a fence, 94.54 ft. to a fence anglepost; N. 19 degrees 04' W., along a fence, 173.16 ft. to a fence cornerpost in the occupied south line of said M.W. part Survey No. 1736 for a reentrant corner of the herein described tract and said 618.0 acre tract; and N. 09 degrees 58' W., along a fence and occupied south line of H.W. part Survey No. 1736, 1163.45 ft. to a fence cornerpost for the westerly southwest corner of the herein described tract and said 618.0 acre tract;

THENCE along or near a fence with the occupied west line of said 618.0 acre tract; N. 09 degrees 18' W., 2267.73 ft. to a fence anglepost, the occupied westerly common corner of said Surveys Nos. 1735 and 1736; and N. 01 degrees 05' E., with the occupied west line of said Survey No. 1735, 3561.27 ft. to the PLACE OF BEGINNING.

EXHIBIT "A"

SAVE AND EXCEPT THE FOLLOWING:

Being all of a certain tract or parcel of land containing 9.36 acres, more or less, out of A.C. Joy south part of Survey No. 1736, Abstract No. 1736 in Kerr County, Texas; part of that land conveyed as 597.08 acres from Carolee Youngblood, et al, to A.S.M., Inc., et al, by a Warranty Deed executed the 28th day of May, 1985 and recorded in Volume 326 at Page 379 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{4}$ " iron stake in a fence for the east corner of the herein described tract, the southeast corner of said 597.08 acre tract and the northeast corner of a certain 45.91 acre tract conveyed from A.S.M., Inc. to Karl Blair Dickinson by an Assumption Deed with Vendor's lien executed the 28th day of February 1989 and recorded in Volume 500 at Page 782 of the Deed Records of Kerr County, Texas; which point bears, approximately 4006.8 ft. East and 8684 ft. South from a fence cornerpost, the occupied northwest corner of T.C. Ry. Co. Survey No. 1735;

THENCE, with the common line between said 597.08 and 45.91 acre tracts, West, at 1796.71 ft. passing a $\frac{1}{4}$ " iron reference stake on the northeast bank of the Guadalupe River (North Fork), then continuing for a total distance of 1828.17 ft. to an unmarked point in the approximate center of said river for the west corner of the herein described tract, the southwest corner of said 597.08 acre tract and northwest corner of said 45.91 acre tract;

THENCE, upon, over and across said 597.08 acre tract, N. $72^{\circ}11'34''$ E., at 24.67 ft. passing a $\frac{1}{4}$ " iron reference stake on the said northeast bank of the river, then continuing for a total distance of 1458.72 ft. to a $\frac{1}{4}$ " iron stake in said fence, the east line of 597.08 acre tract for the north corner of the herein described tract;

THENCE, along or near said fence with the east line of 597.08 acre tract, S. $44^{\circ}33'45''$ E., 626.11 ft. to the PLACE OF BEGINNING; **SAVE AND SUBJECT** to the rights of the Grantor, her heirs and/or assigns to the perpetual and uninterrupted use for road purposes a sixty (60) ft. wide strip of land along and abutting the northeast line of the herein described tract for its entire length.

EXHIBIT "B"

VOL 662 PAGE 560

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

October 26, 1992
Job No. 3954

River Bend Ranch

Re: description of 1.39 acres out of 597.08 acres, River Bend Ranch, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 1.39 acres, out of original Survey No. 1736, A. C. Joy, Abstract No. 1736, and being part of that 597.08 acre tract which was conveyed from Carolee Youngblood, et. al., to S. M. Inc., et. al., by deed dated the 28th day of May, 1985, of record in Volume 326, on page 379, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the northeast corner of that 9.36 acre tract which was conveyed from Maurine P. Blering to Karl Blair Dickinson, by deed dated the 13th day of April, 1989, of record in Volume 806 on page 353 of the Real Property Records of Kerr County, Texas;

THENCE with a northeast line of said 597.08 acre tract, N.44°34'W. 1031.8 feet to the north corner of subject tract

THENCE with division line, S.28°30'W. 62.7 to a 1/2" iron stake;

THENCE with division line, parallel to and 60 feet southwest from the northeast line of said 597.08 acre tract, S.44°34'E. 983.3 feet to the north line of said 9.36 acre tract;

THENCE with the north line of said 9.36 acre tract, N.72°11'34"E. 67.2 to the place of beginning.

Surveyed on the ground and field notes prepared by Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Registered Professional Land Surveyor No. 1713

DOMINGUES & ASSOCIATES, INC.
809 SIDNEY BAKER - KERRVILLE, TEXAS 78902 - TELEPHONE (817) 898-8800

8036

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NF-RB RANCH, SECTION THREE, ALSO
KNOWN AS RIVER BEND RANCH, KERR COUNTY, TEXAS

STATE OF TEXAS *

COUNTY OF KERR *

This First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("Declaration") of record in Volume 662, at Page 552 of the Real Property Records of Kerr County, Texas, is made this 30th day of October, 1992, by Guadalupe Ranch Corporation, a Texas corporation d/b/a River Bend Ranch ("Declarant") in accordance with the authority granted in the Declaration in that Declarant as of this date is the owner of all tracts of land in NF-RB Ranch, Section Three, a subdivision in Kerr County, Texas, ("Subdivision") according to the plat thereof recorded in Volume 6, Pages 113 and 114 of the Plat Records of Kerr County, Texas, and accordingly, as the sole owner of the Subdivision, Declarant is entitled to cast all of the votes of the Association. In consideration of the premises, Declarant hereby modifies and amends the Declaration as follows:

1. Paragraph 2(h) of the Declaration is hereinafter modified and amended to read as follows:

"Tracts 7, 8, 9, and 10 of the Properties may not be subdivided into parcels of land smaller than six (6) acres each. Tracts 11-26, inclusive, of the Properties may not be subdivided into parcels of land smaller than seventeen (17) acres each."

2. Paragraph 5 of the Declaration is hereinafter amended to read as follows:

"Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association by vote of the Owners/Members, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1994, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1993, and at the end of each calendar year

thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January, the Owner of such land shall pay the prorata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure."

3. Paragraph 9 of the Declaration is hereinafter amended to read as follows:

"Wildlife Committee. The Wildlife Committee shall be composed of three members whose names are ERIC WHITE, or his designee, DAVID M. CUMMINGS, JR. or his designee, and one member of the Association elected by majority vote of the Owners. Two out of three votes shall prevail on any

issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("Survey") performed on the Properties by a competent wildlife biologist ("Biologist") of the Committee's selection. The Survey shall project the total numbers and sex of each species of wildlife on the Properties and shall contain the Biologist's recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the Survey and the Biologist's harvest recommendations to determine harvest quota recommendations by sex for each species on such subject property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto."

4. Paragraph 11 of the Declaration is hereinafter amended to read as follows:

"Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis, but excluding the right to make adjustment in the maintenance charge, or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing, Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

- (i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (iii) To enter into contracts, maintain one or more bank accounts and generally to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacement.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and

to perform the functions of the Association.
 (vii) To replace, with or without cause, at Declarant's sole discretion, members of the Architectural Control Committee and of the Wildlife Committee."

5. Paragraph 16 of the Declaration is hereinafter amended to read as follows:

"Finality of Determination by Association. It is understood that the judgment of The Board, their respective successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association."

The above amendments shall be effective as of the date of this document and the Declaration shall hereinafter be read as though the amendments hereinabove stated were originally included therein.

IN WITNESS WHEREOF, Declarant has executed this instrument on this 30 day of October, 1992.

FILED FOR RECORD

3:40 o'clock P.M

NOV 3 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas

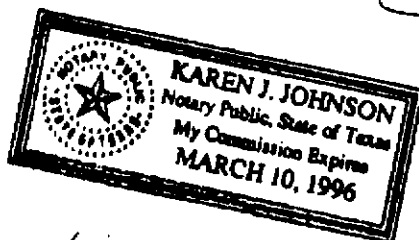
STATE OF TEXAS *

COUNTY OF KERR *

GUADALUPE RANCH CORPORATION, a Texas corporation d/b/a River Bend Ranch

By: [Signature]
 Name: David M. Cummings, Jr.
 Title: President

This instrument was acknowledged before me on the 30 day of October, 1992, by David M. Cummings, Jr., president, of GUADALUPE RANCH CORPORATION, a Texas corporation, on behalf of said corporation.



[Signature]
 Notary Public, State of Texas
 My commission expires: _____

Notary's printed name _____

Please return to:
 Guadalupe Ranch Corp.
 190 Fairway Drive
 Kerrville, Texas 78028

Filed by: -
 KERR COUNTY ABSTRACT CO., INC.

1100 + 500

RECORDED IN Real Property
 FILE DATE: Nov. 3, 1992
 FILE TIME: 3:40 O'CLOCK P M
 VOL 663 PAGE 756
 RECORDING DATE

NOV 3 1992



PATRICIA DYE
 COUNTY CLERK, KERR COUNTY
 BY William J. [Signature]
 Deputy

Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is hereby declared unenforceable under Federal Law, THE STATE OF TEXAS)
 COUNTY OF KERR)
 I hereby certify that this instrument was FILED in 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

NOV 3 1992



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

DC167/a:3941.96/HRJ/kj/8/9/93

7511

SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

SUPPLEMENT II

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SUPPLEMENT II is made this 10th day of August, 1993, by GUADALUPE RANCH CORPORATION, a Texas corporation d/b/a River Bend Ranch ("Guadalupe"), to-wit:

WITNESSETH:

A. Guadalupe is the owner of all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 1140.53 acres of land, being approximately 1130.43 acres out of Survey No. 1718, W. P. Ridgeway, Abstract No. 1751 and 10.10 acres, more or less, out of Survey No. 1736, T. C. Ry. Co., Abstract No. 2035 and also being part of that certain tract of land conveyed from Lewis F. Scherer et ux to Lewis F. Scherer, Jr. by deed executed June 22, 1971 and recorded in Volume 149 at Page 782 of the Deed Records of Kerr County, Texas, subject 1140.53 acres being further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes ("Added Property").

B. On or about October 27, 1992, Guadalupe, as declarant, filed a document entitled Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("declaration") said declaration of record in Volume 662, at Page 552 of the Real Property Records of Kerr County, Texas.

C. Said declaration contained a provision in Section One thereof which read as follows:

"If Declarant is the owner of any property which it desires to add to the concept of this declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this declaration to such property; provided, however, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added."

DC167/a:3941.96/HRJ/kj/8/9/93

D. On October 30, 1992, Guadalupe as declarant, executed a document entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("Amendment") said Amendment filed of record in Volume 663, Page 756, Real Property Records, Kerr County, Texas (said declaration and Amendment herein collectively "Declaration").

E. On April 23, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SUPPLEMENT I ("Supplement I") said Supplement I filed of record in Volume 688, Page 18 of the Real Property Records of Kerr County, Texas.

F. Declarant desires to subject the Added Property to the Declaration to extend the concept of the Declaration to the Added Property and to reaffirm the terms, covenants, conditions, provisions and restrictions of the Declaration, as supplemented.

NOW THEREFORE, the Declarant (i) reaffirms the Declaration and the recitals and declarations contained in the Declaration, (ii) declares that the Added Property and any permanent improvements thereon is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as reaffirmed in and as supplemented and added to by this Supplemental Declaration, (iii) supplements and adds to the Declaration as herein provided, (iv) declares that the Added Property shall be included as a part of the Properties, as defined and specified in the Declaration, and (v) declares that the jurisdiction, functions, duties and membership of River Bend Ranch Owners Association as provided in the Declaration shall automatically extend to the Added Property.

In addition to the covenants, conditions, restrictions, easements, charges and liens contained in the Declaration, Declarant further declares that the Added Property is and shall be held, transferred, sold, conveyed and occupied subject to the following additional covenants and restrictions, to-wit:

1. The Added Property may not be subdivided into parcels of land smaller than ten (10) acres each, unless subdivision is to provide adequate access to an existing owner/member's property, in which event Declarant may grant a waiver or variance in writing for resubdivision

DC167/a:3941.96/HRJ/kj/8/9/93

of the Added Property into parcels smaller than ten (10) acres but for no other reason.

DATED: August 10, 1993.

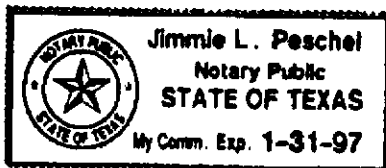
GUADALUPE RANCH CORPORATION, a Texas corporation d/b/a River Bend Ranch

By: [Signature]
Name: David M. Cummings, Jr.
Title: President

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 10th day of August, 1993, by David M. Cummings, Jr., President of Guadalupe Ranch Corporation, a Texas corporation d/b/a River Bend Ranch, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
My commission expires: _____

Notary's printed name _____

MORTGAGEES' CERTIFICATE OF APPROVAL AND SUBORDINATION

STATE OF TEXAS *

COUNTY OF KERR *

KNOW ALL MEN BY THESE PRESENTS:

That LEWIS F. SCHERER, JR. ("Mortgagee"), being the owner and holder of a first lien purchase money note secured by the Properties, does hereby, to the extent of his respective interest as mortgagee, joins in and approves this Supplemental Declaration of Covenants, Conditions and Restrictions Supplement II ("Supplemental Declaration") and hereby agrees that his respective interest in the Property shall be bound by this Supplemental Declaration. Mortgagee hereby ratifies and confirms the reservation and grant of utility easements as indicated by reference in the Supplemental Declaration for the purpose and consideration as herein expressed. Further, Mortgagee subordinates his respective lien or liens securing his purchase money note,

DC167/a:3941.96/HRJ/kj/8/9/93

including any renewal and/or extension of said note and the liens securing same on such portion of the Property encumbered by the utility easements to said utility easements created and reserved by this Supplemental Declaration and the rights of Declarant, River Bend Ranch Owners Association and of public utilities to use said utility easements for the purposes as in this Supplemental Declaration provided by reference to and incorporation of the Declaration.

Executed by LEWIS F. SCHERER, JR., this 10th day of August, A.D. 1993.

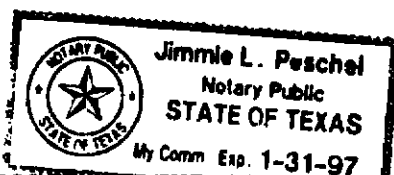

LEWIS F. SCHERER, JR.

STATE OF TEXAS *

COUNTY OF Kerr *

BEFORE ME, the undersigned authority in and for said County, State of Texas, on this day personally appeared LEWIS F. SCHERER, JR. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of September, 1993.



PREPARED IN THE OFFICE OF

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(512) 896-8383

*Filed by & return to
Fidelity Abstract*


Notary Public, State of Texas
My commission expires: _____

Notary's printed name

FILED FOR RECORD
3:31 O'CLOCK PM

SEP 14 1993

PATRICIA DYE
Jerk County Court, Kerr County, Texas
Mary Ann Madhama

provisions herein which restricts 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 File Number Sequence of the
file 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 14 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 710 PG 649

RECORDING DATE

SEP 14 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

DC188/a:4276.1/HRJ/kj/4/29/94

03131

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NF-RB RANCH, SECTION THREE AND SECTION FOUR,
ALSO KNOWN AS RIVER BEND RANCH, KERR COUNTY, TEXAS

STATE OF TEXAS *

COUNTY OF KERR *

WHEREAS on or about October 27, 1992, Guadalupe Ranch Corporation ("Guadalupe"), as declarant, filed a document entitled Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("declaration") said declaration of record in Volume 662, at Page 552 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on October 30, 1992, Guadalupe as declarant, executed a document entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("Amendment") said Amendment filed of record in Volume 663, Page 756, Real Property Records, Kerr County, Texas; and

WHEREAS, on April 23, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SUPPLEMENT I ("Supplement I") said Supplement I filed of record in Volume 688, Page 18 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on August 10, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SUPPLEMENT II ("Supplement II") said Supplement II filed of record in Volume 710, Page 649 of the Real Property Records of Kerr County, Texas (said declaration, Amendment, Supplement I and Supplement II herein collectively referred to as "Declaration"); and

WHEREAS, Guadalupe and River Bend Development Corporation ("River Bend") as of this date are the owners of a majority of the acreage described in the Declaration and as such are entitled to cast a majority of the votes of the NF-RB Ranch Owners Association ("Association"); and

DC188/a:4276.1/HRJ/kj/4/29/94

WHEREAS, Section 14 of the Declaration provides that the Declaration may be amended in whole or in part "with the consent of the members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures"; and

WHEREAS, Guadalupe and River Bend desire to amend the Declaration.

NOW THEREFORE, as the members/owners entitled to cast a majority of the votes of the Association, Guadalupe Ranch Corporation and River Bend Development Corporation hereby modify and amend the Declaration as follows:

Paragraph 2, h of the declaration as amended by the Amendment and the restrictions contained in Supplement II relating to the resubdivision of the tracts in NF-RB Ranch Section Four is hereby deleted and amended to hereafter read as follows:

"Resubdivision of Properties Tracts 7, 8, 9 and 10 of the Properties in NF-RB Ranch Section III can be divided once into two (2) parcels containing not less than six (6) acres each. Regarding all other Properties in NF-RB Ranch Section Three, NF-RB Ranch Section Four and the Properties described in Supplement I (except the four (4) tracts above described in NF-RB Ranch Section Three), the Declarant shall solely retain the right to approve and grant, or disapprove and deny further subdivision of any Properties as defined in the Declaration and Supplements thereto until such right is terminated by either (i) a document signed by Declarant specifically terminating such right or (ii) the vote of the owners of 51% of the total acres in the Properties as defined in the Declaration and Supplements thereto. At such time that this right is terminated by the occurrence of one of the above, the right to grant or deny further subdivision shall inure to the Association, whereby the decision of Members owning at least 51% of the total acres in the Properties as defined in the Declaration and Supplements thereto will be final. However, in no case will approval be granted for (i) an originally platted tract to be divided into more than two (2) parcels or (ii) any subdivision for the primary motive of profit or financial gain. It is intended that Tracts be subdivided only (i) in the instance of severe financial or personal hardship or dispute for which the division of a tract is the only reasonable cure or (ii) to provide access to an area owned by another Member where such access would otherwise be denied by any other reasonable means."

DC188/a:4276.1/HRJ/kj/4/29/94

The above amendments shall be effective as of the date of this document and the Declaration shall hereafter be read as though the amendments hereinabove stated were originally included therein.

EXECUTED the 29th day of April, 1994.

GUADALUPE RANCH CORPORATION

By: [Signature]

Name: David M. Cummings, Jr.

Title: President

RIVER BEND DEVELOPMENT CORPORATION

By: [Signature]

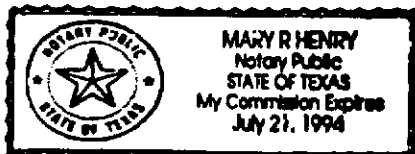
Name: David M. Cummings, Jr.

Title: President

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 29th day of April, 1994, by David M. Cummings, Jr., president, of GUADALUPE RANCH CORPORATION and president of RIVER BEND DEVELOPMENT CORPORATION, Texas corporations, on behalf of said corporations.



[Signature]
Notary Public, State of Texas
My commission expires: _____

Notary's printed name _____

Notary do
PREPARED IN THE OFFICE OF: [Signature]

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(512) 896-8383

FILED FOR RECORD
at 4:45 o'clock P.M

APR 29 1994

[Signature]
Clerk County Court, Kerr County, Texas
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)
 COUNTY OF KERR)
 I hereby certify that this instrument was FILED in 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 29 1994



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
 VOL *743* PG *767*

RECORDING DATE

APR 29 1994



Patricia Dye
 COUNTY CLERK, KERR COUNTY

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

9189

VOL 0879 PAGE 011

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
NF-RB RANCH, SECTION TWO, SECTION THREE AND SECTION FOUR,
also known as
RIVER BEND RANCH, KERR COUNTY, TEXAS

STATE OF TEXAS *

COUNTY OF KERR *

WHEREAS, on or about October 27, 1992, Guadalupe Ranch Corporation ("Guadalupe"), as declarant, filed a document entitled Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("declaration") said declaration of record in Volume 662, at Page 552 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on October 30, 1992, Guadalupe as declarant, executed a document entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("Amendment") said Amendment filed of record in Volume 663, Page 736, Real Property Records of Kerr County, Texas; and

WHEREAS, on April 23, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, SUPPLEMENT I ("Supplement I") said Supplement I filed in Volume 688, page 18 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on August 10, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, SUPPLEMENT II ("Supplement II") said Supplement II filed in Volume 710, Page 649 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on August 10, 1993, Guadalupe as declarant executed a document entitled AGREEMENT AS TO RESTRICTIONS ON MINERAL ESTATE ("Agreement") said Agreement filed in Volume 711, Page 23 of the Real Property Records of Kerr County, Texas (said Declaration, Amendment, Supplement I, Supplement II and Agreement herein collectively referred to as "Declaration"; and

WHEREAS, NF-RB Ranch Owners Association, Inc. also known as River Bend Ranch Owners Association, Inc. as of this date represents the owners of a majority of the acreage described in the Declaration and said owners have cast a majority of the votes of the NF-RB Ranch Owners Association, Inc. to amend the Declaration; and

WHEREAS, Section 14 of the Declaration provides that the Declaration may be amended in whole or in part "with the consent of the members entitled to cast a majority of the votes of the Association evidenced by a document, in writing, bearing each of their signatures"; and

WHEREAS, NF-RB Ranch Owners Association, Inc. wishes to amend the Declaration.

NOW THEREFORE, as the representative of the member owners entitled to cast a majority of the votes of the Association, NF-RB Ranch Owners Association, Inc. hereby modifies and amends the Declaration as follows:

- I. Paragraph 1 (a) of the Declaration is hereinafter amended to read as follows:

(a) "Association" shall mean and refer to the NF - RB Ranch Owners Association Inc., also known as River Bend Ranch Owners Association Inc. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.

2. Paragraph 1. (f) of the Declaration is hereinafter amended to read as follows:

(f) "Architectural Design Review Committee" shall mean and refer to that Committee as defined in Section 8 hereof.

3. Paragraph 2. (b) of the Declaration is hereinafter modified and amended to read as follows:

(b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular white tail deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 200 feet from the main roadway easement and 75 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.

4. Paragraph 2. (c) of the Declaration is hereinafter modified and amended to read as follows:

(c) No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 200 feet from the main roadway easement, 75 feet from any side property line or 75 feet from the back property line, and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.

5. Paragraph 2. (e) of the Declaration is deleted and hereinafter amended to read as follows:

(e) Open fires are permissible only when there is no county burn ban in effect. Fires must be attended at all times, and property owners must use extreme caution. Property owners shall be liable and responsible for any resulting damage.

6. Paragraph 2. (g) of the Declaration is hereinafter amended to read as follows:

(g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square feet for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such a sign shall be neat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Design Review Committee.

7. Paragraph 2. (h) of the Declaration is deleted and hereinafter amended to read as follows:

(h) The Properties may not be subdivided.

8. Paragraph 2. (j) of the Declaration is hereinafter modified and amended to read as follows:

(j) All residences and other structures constructed or erected shall be of new construction, and in no event shall any prefabricated or existing residences or garages be moved on any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefor, to the Architectural Design Review Committee for approval, which approval the Architectural Design Review Committee shall indicate by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored, light colored or shiny roofs are permitted on any residence or other structure situated on any of the Properties.

9. Paragraph 2. (n) of the Declaration is hereinafter modified and amended to read as follows:

(n) No fence shall be constructed, situated or located a distance less than 60 feet from the right of way line of any road shown on the plats of the Subdivisions as described in paragraph 1 (c) hereof. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fences and shall be approved by the Architectural Design Review Committee.

10. A paragraph 2. (p) of the Declaration is hereinafter added to the Declaration to read as follows:

(p) Property owners shall be responsible for invited persons, such as guests, contractors, or suppliers understanding the River Bend Ranch rules and regulations and shall be responsible for any violations thereof. Guests shall be permitted the use of the Association common areas only when accompanied by a property owner in good standing.

11. A paragraph 2. (q) of the Declaration is hereinafter added to the Declaration to read as follows:

(q) Any vehicle requiring a state license to travel on Texas streets and highways must bear a valid state license when being operated on River Bend Ranch. Persons operating a licensed vehicle must possess a valid operators permit. Speed limits on all roadways shall not exceed 30 MPH unless otherwise posted.

12. A paragraph 2. (r) of the Declaration is hereinafter added to the Declaration to read as follows:

(r) Trespassing on private property within River Bend Ranch is prohibited.

13. Paragraph 6. (c) of the Declaration is hereinafter modified and amended to read as follows:

(c) Outside high fence maintenance, if necessary for Sections III and IV.

14. Paragraph 8. of the Declaration is deleted and hereinafter amended to read as follows:

8. Architectural Design Review Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Design Review Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Design Review Committee is composed of at least three (3) members who are appointed by the Board.

The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Board shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied.

15. Paragraph 9. of the Declaration is hereinafter modified and amended to read as follows:

9. Wildlife Committee. The Wildlife Committee shall be composed of at least three Members of the Association and a chairman appointed by the Board. A majority of votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. No compensation shall be due or paid to the members of the Committee for services performed pursuant to this covenant.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("Survey") performed on the Properties by a competent wildlife biologist ("Biologist") of the committee's selection. The Survey shall project the total numbers and sex of each species of wildlife on the Properties and shall contain the Biologist's recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the Survey and the Biologist's harvest recommendations to determine harvest quota recommendations by sex for each species on such subject property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners.

16. Paragraph 10. of the Declaration is hereinafter modified and amended to read as follows:

10. Voting Rights in the Association.

(a) Quorum and Notice Requirements.

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting called for that purpose, written notice of which shall be given to all Members for notification and voting purposes at least thirty (30) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to cast a majority of all the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be 1/2 of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the members entitled to cast a majority of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

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17. Paragraph 11 of the Declaration is hereinafter modified and amended to read as follows:

11. Powers and Duties The Board shall have the powers

(i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants) incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners

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

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

(v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules

(vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.

18. Paragraph 13. of the Declaration is hereinafter modified and amended to read as follows:

13. Duration The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

19. Paragraph 15. of the Declaration is hereinafter modified and amended to read as follows:

15. Annual Financial Statements; Books and Records The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each Member of record for notification and voting purposes financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right to inspect the books and records of the Association on request.

20. Paragraph 17. of the Declaration is hereinafter modified and amended to read as follows:

17. Dissolution of Association The Association may be voluntarily dissolved by an affirmative decision of at least seventy five percent (75%) of the votes eligible to be cast in the Association.

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The above amendments shall be effective as of the date of this document and the Declaration shall hereafter be read as though the amendments herein above stated were originally included therein

Executed the 7th day of December, 1996

NF-RB Ranch Owners Association, Inc.
also known as River Bend Ranch Owners Association, Inc.

By: Thomas Gould
Name: Thomas Gould
Title: President

By: Karen Pena
Name: Karen Pena
Title: Secretary

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 7th day of Dec., 1996,
by Thomas Gould, President and Karen Pena, Secretary of River Bend Ranch Owners Association, Inc., a
Texas Corporation, on behalf of said corporation.



Anne C. Schneider
Notary Public, State of Texas
My commission expires 1-31-99
Anne C. Schneider
Notary's printed name

FILED FOR RECORD
at 10:35 o'clock A M

DEC 09 1996

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye Deputy

1300 + 500 + 100

Return to:
Karen Pena ✓
HCI, Box 112B
Hunt, TX 78024

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

RECORD Real Property
 VOL 879 PG 11

RECORDING DATE

DEC 10 1996

DEC 10 1996



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
 COUNTY CLERK, KERR COUNTY

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for

NF-RB RANCH, SECTION TWO, SECTION THREE AND SECTION FOUR,
also known as

RIVER BEND RANCH, KERR COUNTY, TEXAS

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STATE OF TEXAS *

COUNTY OF KERR *

WHEREAS, on or about October 27, 1992, Guadalupe Ranch Corporation ("Guadalupe"), as declarant, filed a document entitled Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("declaration") said declaration of record in Volume 662, at Page 552 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on October 30, 1992, Guadalupe as declarant, executed a document entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three, also known as River Bend Ranch, Kerr County, Texas ("Amendment") said Amendment filed of record in Volume 663, Page 756, Real Property Records of Kerr County, Texas; and

WHEREAS, on April 23, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, SUPPLEMENT I ("Supplement I") said Supplement I filed of record in Volume 688, page 18 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on August 10, 1993, Guadalupe, as declarant executed a document entitled SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, SUPPLEMENT II ("Supplement II") said Supplement II filed of record in Volume 710, Page 649 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on August 10, 1993, Guadalupe as declarant executed a document entitled AGREEMENT AS TO RESTRICTIONS ON MINERAL ESTATE ("Agreement") said Agreement filed of record in Volume 711, Page 23 of the Real Property Records of Kerr County, Texas; and

WHEREAS, on December 10, 1996 NF-RB Ranch Owners Association, Inc. also known as River Bend Ranch Owners Association Inc. representing the owners of the acreage described in the Declaration executed a document entitled THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Third Amendment") said Third Amendment filed of record in Volume 0879, Page 011 of the Real Property Records of Kerr County, Texas (said Declaration, First Amendment, Second Amendment, Third Amendment, Supplement I, Supplement II and Agreement herein collectively referred to as "Declaration"); and

WHEREAS, NF-RB Ranch Owners Association, Inc. also known as River Bend Ranch Owners Association, Inc. as of this date represents the owners of a majority of the acreage described in the Declaration and said owners have cast a majority of the votes of the NF-RB Ranch Owners Association, Inc. to amend the Declaration; and

WHEREAS, Section 14 of the Declaration provides that the Declaration may be amended in whole or in part "with the consent of the members entitled to cast a majority of the votes of the Association evidenced by a document, in writing, bearing each of their signatures"; and

WHEREAS, a majority of the property owners, as determined by acreage owned, have approved the following amendments in writing, a copy of which is on file in the offices of River Bend Ranch Owners Association, Inc.; and

WHEREAS, NF-RB Ranch Owners Association, Inc. wishes to amend the Declaration.

NOW THEREFORE, as the representative of the member owners entitled to cast a majority of the votes of the Association, NF-RB Ranch Owners Association, Inc. hereby modifies and amends the Declaration as follows:

1. A paragraph 2. (s) of the Declaration is hereinafter added to the Declaration to read as follows:

7-5-1

- (s) Recognizing a commitment to the Wildlife Management Plan of the River Bend Ranch Owners Association Inc., the "commercial leasing" of property for hunting purposes is prohibited. "Commercial leasing" shall be defined as the permitting of persons, not owners of property on River Bend Ranch, to hunt in exchange for remuneration. In addition, "commercial leasing" shall include procurement by advertising and/or the use of professional guide services. Leasing of property for hunting will only be permitted in the following circumstances:
1. One River Bend Ranch owner allowing another River Bend Ranch owner, or a member of a household of a River Bend Ranch owner, or accompanied guest of the household, to hunt on his property,
 2. A property owner may bring whomever he chooses onto his own property for the purposes of hunting, and the arrangements shall be private between the property owner and his invitee; however, the property owner must accompany the invitee (except the property owner's children) and be responsible for the conduct of said invitee at all times,
 3. The River Bend Ranch Owners Association, Inc., may, upon the recommendation of the Wildlife Committee, institute a system of hunting which may include a form of hunting lease if such plan would be in the best interests of the commitment to the Wildlife Management Plan.

Anyone, found anywhere on River Bend Ranch, who is hunting and whose presence is not provided for above, or is not an owner hunting on his/her own property will be deemed to be a trespasser and/or poacher.

All hunting activities on River Bend Ranch, either by property owners or guests (as outlined above), are governed by the regulations set forth by the Wildlife Committee of River Bend Ranch Owners Association, Inc. This includes but is not limited to quotas, species, seasons (with the exception of those species whose season and quota are established by the Texas Parks and Wildlife Department), firing direction, and procedures for reporting wildlife. Property owners are required to review all regulations with their guests and are ultimately responsible for the conduct of guests.

2. Paragraph 5. Of the Declaration is hereinafter modified and amended to read as follows:

5. Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association by vote of the Owners/Members, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until Jan. 1, 1994, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1993, and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay the prorata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at 18% interest rate per annum. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such

charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

3. Paragraph 7. (b) is hereinafter modified and amended to read as follows:

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest at 18% per annum from the date of delinquency, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing filing the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

The above amendments shall be effective as of the date of this document and the Declaration shall hereafter be read as though the amendments herein above stated were originally included therein.

Executed the 14th of July, 1998.

NF-RB Ranch Owners Association, Inc.
also known as River Bend Ranch Owners Association, Inc.

By: [Signature]
Name: James L. Derby
Title: President

By: [Signature]
Name: Sara Jean Derby
Title: Secretary

FILED FOR RECORD

at 11:25 a'clock A.M

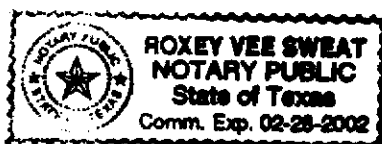
JUL 15 1998

BILLIE G. MECKER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 14th day of July, 1996, by James L. Derby, President and Sara Jean Derby, Secretary of River Bend Ranch Owners Association, Inc., a Texas Corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
My commission expires: 2-28-2002
Roxey Vee Sweat
Notary's printed name

FILED BY: JAMES DERBY
RETURN TO: RIVER BEND RANCH OWNERS ASSOC.
HC-1, Box 112 G
HUNT, TX 78024

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RECORD Real Property
VOL 961 PG 224
RECORDING DATE

JUL 16 1998



Belle G. Meeker

COUNTY CLERK, KERR COUNTY, 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 truly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUL 16 1998



Belle G. Meeker

COUNTY CLERK, KERR COUNTY, TEXAS

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