

AMENDED AND RESTATED  
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

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

WHEREAS, the real property subject to this Amended and Restated 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 is identified in the following "Dedictory Instruments" (as that term is defined by Section 202.001(1) of the Texas Property Code) further described or referenced within Exhibit "A":

- a. Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three also known as River Bend Ranch, Kerr County, Texas (the "Original Declaration") recorded in Volume 662, Page 552 of the Real Property Records of Kerr County, Texas;
- b. First Amendment to Declaration of Covenants, Conditions and Restrictions for NF-RB Ranch, Section Three also known as River Bend Ranch, Kerr County, Texas (the "First Amendment") recorded in Volume 663, Page 756 of the Real Property Records of Kerr County, Texas;
- c. Supplemental Declaration of Covenants, Conditions and Restrictions Supplement I recorded in Volume 688, Page 18 of the Real Property Records of Kerr County, Texas ("First Supplement");
- d. Supplemental Declaration of Covenants, Conditions and Restrictions Supplement II recorded in Volume 710, Page 649 of the Real Property Records of Kerr County, Texas ("Second Supplement");
- e. 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 (the "Second Amendment") recorded in Volume 743, Page 767 of the Real Property Records of Kerr County, Texas;
- f. 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 (the "Third Amendment") recorded in Volume 879, Page 11 of the Real Property Records of Kerr County, Texas;
- g. 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 (the "Fourth Amendment") recorded in Volume 961, Page 221 of the Real Property Records of Kerr County, Texas; and

- h. Fifth 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 (the "Fifth Amendment") recorded in Instrument # 15-03040 of the Real Property Records of Kerr County, Texas; and

WHEREAS, the Original Declaration, First Amendment, First Supplement, Second Supplement, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment (such documents hereinafter referred to collectively as the "Prior Declarations") establish the River Bend Ranch Owners Association, Inc. (the "Association") and make the owners of any real property within the Properties (as that term is defined in the Prior Declarations) mandatory members of the Association; and

WHEREAS, members of the Association desire to amend and restate the Prior Declarations into this single Amended and Restated 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, with such real property more particularly described in Exhibit A hereto; and

WHEREAS, Section 14 of the Prior Declarations authorizes members representing a majority of the votes of the Association to change the Prior Declarations; and

WHEREAS, as evidenced by the certification of the Secretary of the Association and the ballots attached hereto as Exhibit B and incorporated fully herein by reference, members representing a majority of the total votes of the Association subject to the Prior Declarations have approved the amendment to the Prior Declarations as set forth in this Amended and Restated 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 (the "Declaration");

NOW THEREFORE, it is hereby declared:

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, Inc. The Association was 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 Properties.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Interior Tracts" means Tracts located inside of the perimeter fencing of River Bend Ranch.
- (d) "Properties" shall mean and refer to any and all Tracts annexed into the Association and made subject to the Prior Declarations as described or referenced within Exhibit "A".
- (e) "Member" shall mean and refer to each Owner of a fee simple interest in any Tract within the Properties.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract within the Properties. If the same person(s) or entity owns two or more Tracts within the Properties according to the real property



records of Kerr County, then such person(s) or entity shall be considered a single "Owner" for purposes of this Declaration. However, if a person or entity owns direct or indirect interests in two or more Tracts within the Properties but the ownership of the Tracts is not identical according to the real property records of Kerr County, such Tracts shall be considered to have multiple Owners, not a single Owner. If there are multiple owners of a Tract according to the real property records of Kerr County, then such multiple owners shall be considered a single Owner for purposes of this Declaration. The foregoing definition of Owner does not include any persons or entities who hold an interest in any Tract within the Properties merely as security for the performance of an obligation.

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

(h) "Wildlife Committee" shall mean and refer to that Committee as defined in Section 9 hereof.

(i) "Access Easement" shall mean and refer to (i) that certain 60 ft. wide road easement reserved in a deed dated February 28, 1989 from A.S.N., Inc. to Karl Blair Dickinson recorded in Volume 500, 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, 1989, from Maurice P. Biering to Karl Blair Dickinson of record in Volume 506, Page 353 of the Real Property Records of Kerr County, Texas; and (iii) that certain 60 ft. wide road easement granted in that certain Access Easement Deed dated March 20, 2000 recorded at Volume 1056, Pages 0068-0072 of the real property records of Kerr County, Texas and as described by metes and bounds in Exhibit "B" of the Prior Declarations and incorporated herein for all purposes.

(j) "Tract" or "Tracts" shall mean any parcel or parcels of land within the Properties shown as a subdivided lot on a plat of the Properties as reflected in the official records of the Kerr County Appraisal District.

(k) "Private Roads" shall mean (1) the Tracts owned by the Association, identified as Property IDs 33027, 65671, 502559, 503286, 503289, and 503290 in the records of the Kerr County Appraisal District, including the roads within those Tracts; and (2) the road that is the subject of the Access Easement.

(l) "Common Properties" shall mean the Access Easement, Private Roads, and any other property owned or maintained by the Association and held for the benefit of the Owners. 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 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 Private Roads and 75 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the Private Roads.

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

(d) No abandoned automobiles or other abandoned vehicles may 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, kept out of view of the Private Roads until disposed of in the community dumpster or otherwise transported outside the Properties.

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

(f) No conduct, action or activity is allowed on any part of the Properties, which is unreasonably obnoxious, abusive, threatening, profane, unpleasant, annoying, or offensive or constitutes a public or private nuisance, including, without limitation, unreasonable smells, noises, or aesthetics. No person shall interfere with the Association's directors, officers, agents, property managers or other representatives in the performance of their duties for the Association. The Board shall have the right to determine, in its sole and absolute discretion, whether conduct, actions, activities or devices are unreasonable, offensive, detrimental to other portion of the Properties or other residents, or otherwise violate this subsection.

(g) Except as otherwise provided in this subsection, 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 Tract, 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. One 9-1-1 marker for identification purposes will be installed on each Tract. The location of this marker will be 10' from the Private Road and 10' before the main driveway for that particular Tract. All 9-1-1 markers will be a 6" x 6" treated lumber post (natural finish); installed vertically; cut at an angle at the top; and to be approximately 4' in height. The three-digit address number will be installed vertically on two sides of the post making the address visible from either direction of the Private Road. The number style will be identical throughout the ranch and the Board of Directors will approve the number style. The River Bend Ranch Owners Association will handle the initial installation of these markers, but maintenance and changing the location of the 9-1-1 numbers is the responsibility of the individual landowner. Nothing, besides the address numbers, may be attached or adhered to the posts.

(h) Tracts in the Properties may not be subdivided except by approved variance.



- (i) The Tracts and the Private Roads may not be used or maintained as a dumping ground for recyclables, rubbish, trash, garbage, or other waste, and such substances must not be kept or stored upon any Tract, except awaiting transport to the community dumpster or weekly recyclables pick-up. All such recyclables, rubbish, trash, garbage, or other waste being kept on a Tract awaiting transport to the community dumpster or weekly recyclables pick-up must be kept in sanitary containers with securely closed tops or lids or in plastic bags with the tops thereof securely closed. Any such containers must be hidden from general view. No rubbish, trash, garbage, or other waste may be placed outside of or adjacent to the community dumpster. All rubbish, trash, garbage, or other waste must be placed completely inside of the community dumpster.
- (j) All residences and other structures constructed or erected shall be of new construction, and in no event shall any prefabricated structures or existing residences or garages or other structures be moved onto 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.
- (k) No 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.
- (l) Any construction commenced on any of the Tracts must be completed within eighteen (18) months of the time construction is commenced. The Board shall have the discretion to extend that period for good cause.
- (m) 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, Kerr County Subdivision regulations, requirements/permits of the Texas Commission on Environmental Quality, and any other applicable governmental laws, rules or regulations.
- (n) No fence shall be constructed, situated or located a distance less than 60 feet from the right of way line of any of the Private Roads. All fences placed or constructed on any of the Tracts shall be of similar design and equal quality to the existing fences and shall be approved by the Architectural Design Review Committee.
- (o) 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 other 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 or any of the Properties and any such structure must be well screened behind hills or trees to substantially eliminate visibility from the Private Roads or any residence situated on any of the Tracts.

- (p) 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 to use the Common Properties other than the Access Easement and Private Roads only when accompanied by an Owner in good standing or an immediate family member of an Owner in good standing or a representative of an entity that is an Owner in good standing. Each Owner and resident of a Tract, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Properties. NEITHER THE ASSOCIATION NOR THE DIRECTORS, EMPLOYEES, OR AGENTS OF SUCH ENTITIES SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE TRACTS OR PROPERTIES, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO AN OWNER'S OR RESIDENT'S, OR THEIR RESPECTIVE GUESTS AND INVITEES, PRESENCE IN OR USE OF ANY IMPROVEMENTS ON THE TRACTS OR PROPERTIES INCLUDING THE PRIVATE ROADS.
- (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 operator's permit. Speed limits on all Private Roads shall not exceed 30 MPH unless otherwise posted.
- (r) Trespassing on another Owner's Tract within River Bend Ranch is prohibited.
- (s) The leasing of any portion of the Properties for residential, recreational, ranching, or agricultural purposes, or for any other purpose, is prohibited, except as expressly provided in subsection (t) below.
- (t) Recognizing a commitment to the Wildlife Management Plan of the River Bend Ranch Owners Association, Inc., the "commercial leasing" of Tracts for hunting purposes is prohibited. "Commercial leasing" shall be defined as the permitting of persons, not Owners of Tracts in 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. The use of a Tract for hunting by persons other than the Owner of the Tract will only be permitted in the following circumstances:
1. Subject to the restriction on commercial leasing provided above, one Owner may allow another Owner, a member of a household of an Owner, or an accompanied guest of the household, to hunt on his Tract.
  2. Subject to the restriction on commercial leasing provided above, an Owner may bring whomever he chooses onto his own Tract for the purpose of hunting, and the arrangements shall be private between the Owner and his invitee; however, this Owner or an immediate family member of the Owner or representative of an entity that is the Owner must accompany the invitee (except the Owner's immediate family members) and be responsible for the conduct of said invitees at all times.
  3. The River Bend Ranch Owners Association, Inc., through action of the Board, may, upon the recommendation of the Wildlife Committee, institute a policy or policies allowing persons other than those expressly provided for in this Section 2(t) to hunt on the Properties if the Wildlife Committee has determined that such policy



or policies 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 Tract will be deemed to be a trespasser and/or poacher.

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

#### Intentionally deleted.

Creation of Lien and Personal Obligations for Assessments. Each Owner (by acceptance of a deed for any Tract within the Properties whether or not it shall be so 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 annual assessments, special road assessments, special fence assessments, and other special assessments. The annual assessments, special road assessments, special fence assessments, and other special 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 Tract within the Properties against which each annual assessment, special road assessment, special fence assessment, and other special assessment is made. Each annual assessment, special road assessment, special fence assessment, and other special 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 Tract at the time when the assessment becomes due.

Calculation of the Amount of the Annual Assessments, Special Road Assessments, Special Fence Assessments, and Other Special Assessments.

#### Annual Assessments

The Board, no less than annually, shall establish an annual budget sufficient to cover the anticipated annual expenses and reserves required to fulfill the Association's obligations pursuant to the Declaration during the calendar year that is the subject of the budget. The Board, in its sole discretion, may include in the budget any reserve amounts for roads, fences, or extraordinary or unplanned expenditures in the budget that it deems appropriate. The budget shall be voted upon by the Members at the annual meeting, which (starting with the annual meeting at which the Members will approve the 2025 budget and each year thereafter) shall be conducted in the fall of the year preceding the budget year on a date to be established by the Board. The annual assessment to fund the approved budget will be billed annually following approval of the budget by the vote of the Members.

Because some of the expenses of the Association equally benefit all Owners and some of the expenses of the Association only benefit Owners owning Interior Tract(s) or benefit

Owners disproportionately depending on the acreage of the associated Tractor Tracts, the allocation of the annual assessment to fund the approved budget, beginning with calendar year 2025, will be based on a formula that is tied to an evaluation by the Board of the Association of the types and projected amounts of expenses incurred by the Association and the associated benefits to Owners of the various types of expenses. The formula in effect beginning with calendar year 2025 is described in Exhibit C hereto.

The formula described in Exhibit C will remain in effect until changed by an amendment to Exhibit C approved by a majority vote of the votes entitled to be cast by Members of the Association. It shall be the responsibility of the Board to evaluate in its reasonable discretion in developing a budget for a particular calendar year after 2025, whether the formula described in Exhibit C needs to be changed in order to more fairly allocate the budgeted expenses of the Association to Owners, and if so, to propose a change in the formula for a vote by the Members. The voting requirements for approval of a change in the formula in Exhibit C are set out in Exhibit D. Any such change in the formula described in Exhibit C shall be memorialized in a Board resolution reflecting that the change was approved by the Board and by the requisite votes of Members of the Association with respect to that issue as described on Exhibit D, which will be effective upon filing in Kerr County, and must be distributed to the Members via electronic mail or regular mail.

The annual assessment shall be paid by the respective Owners annually on or before January 1 following the billing of the annual assessment.

#### Special Road Assessments

In addition to the annual assessments authorized above, the Association may levy special road assessments, for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any expense of the Association for the Private Roads in River Bend Ranch or the cost of any construction, reconstruction, repair, or replacement of all or any portion of the Private Roads in River Bend Ranch. A majority of the votes of all Owners must be cast in favor of a special road assessment for it to become effective. The voting requirements for approval of a special road assessment are set out in Exhibit D. The special road assessment will be allocated across all Owners equally, with each Owner to be assessed and to pay its equal, per-Owner share of the special road assessment. The due date of any such assessment and any requirements relating to the payment of such assessment in installments shall be established by the Board as submitted to the Members for approval and shall be addressed in the information provided to the Members in connection with the vote on the assessment. Nothing in these Special Road Assessment provisions shall preclude the Board from including a road reserve of up to \$10,000 in an annual budget.

#### Special Fence Assessments

In addition to the annual assessments and special road assessments authorized above, the Association may levy special fence assessments, for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any expense of the Association for the perimeter fencing of River Bend Ranch or the cost of any construction, reconstruction, repair, or replacement of all or any portion of the perimeter fencing of River Bend Ranch, with the Association and its contractors having the right to enter and access Tracts in order



to perform any such construction, reconstruction, repair, or replacement. A special fence assessment shall be assessed only on the Owners of Interior Tracts. A special fence assessment shall be allocated only to Owners of Interior Tracts and shall be allocated to each such Owner and paid by such Owner in accordance with the following formula:

(1) Total Special Fence Assessment

MULTIPLIED BY

(2) Number of acres in Interior Tracts owned by Owner, rounded to the nearest tenth of an acre

DIVIDED BY

(3) Total number of acres in all Interior Tracts, rounded to the nearest tenth of an acre

= Owner share of Special Fence Assessment

Only Owners owning Interior Tracts will be entitled to vote on a special fence assessment. The voting requirements for approval of a special fence assessment are set out in Exhibit D. The due date of any such assessment and any requirements relating to the payment of such assessment in installments shall be established by the Board as submitted to the Members for approval and shall be addressed in the information provided to the Members in connection with the vote on the assessment. Nothing in these Special Fence Assessment provisions shall preclude the Board from including a fence reserve of up to \$5,000 in an annual budget.

Other Special Assessments

In addition to the annual assessments, special road assessments, and special fence assessments authorized above, the Association may levy an "other special assessment," for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any expense of the Association other than expenses for roads and fences. The voting requirements for approval of an "other special assessment" are set out in Exhibit D. An "other special assessment" will be allocated to Owners in accordance with the formula in Exhibit C.

Past Due Assessments

All past due annual assessments, special road assessments, special fence assessments, and other special assessments shall be a debt of the Owner of the Tract subject to such charges and shall bear interest from their due date until paid at 18% interest rate per annum. Except as provided in Section 7(a) of this Declaration, such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the Tracts subject to such charge. Such charge and lien is assigned to the Association, which will collect all such annual assessments, special road assessments, special fence assessments, and other special assessments and will administer the funds in order that uniformity 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 Tract 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 Tract from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any Owner foreclosed be extinguished by any foreclosure.

6. Purpose of the Annual Assessments. The annual assessments shall be used exclusively for the following, whether or not specifically identified in a line item in an approved budget.

- (a) Accounting, office expense which includes all of the Association accounting, communication expenses, office supplies, etc.;
- (b) Periodic and regular maintenance of the Private Roads and the Access Easement collectively ("Roads"). Such maintenance shall include the regrading and working 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) Periodic and regular maintenance of the outside high fence, with the Association and its contractors having the right to enter and access Tracts for the purpose of performing such periodic and regular maintenance;
- (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 return and State of Texas Franchise Tax return, if applicable;
- (f) The Association expense for Security;
- (g) The Association expense for wildlife surveys and consultations;
- (h) The Association expense for supplemental feed of wildlife and any other expenses deemed necessary or appropriate by the Wildlife Committee;
- (i) The Association expense for maintenance, repair, or replacement of the security gate or Common Properties and their equipment and facilities;
- (j) The Association expense for insurance;
- (k) Any other expenses necessary or appropriate in carrying out the functions of the Association or in protecting or preserving the Properties.

7. Effect of Non-Payment of Assessment: the Personal Obligation of the Owner, the Lien: Remedies of the Association.

- (a) If any annual assessment, special road assessment, special fence assessment, or other special assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 5 of this Declaration), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Tract of the non-paying Owner and shall be unaffected by any sale or assignment of the Tract 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 Tract.

(b) If any annual assessment, special road assessment, special fence assessment, or other special assessment or part thereof is not paid within thirty (30) days after the due 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 and upon compliance with any notice requirements within the Texas Property Code, 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 Tract subject thereto, and there shall be added to the amount of such annual assessment, special road assessment, special fence assessment, or other special assessment, the costs of preparing, filing the complaint (including reasonable attorney's fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the costs of the action. The Association reserves all other rights and remedies that exist under Texas law with respect to the collection of unpaid assessments.

**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 of the Association, with the Chairman appointed by the Board. In the event of a vacancy, the Board shall have full authority to appoint a successor. A person may not be appointed or elected to serve on the Architectural Design Review Committee if the person is:

1. A current Board member;
2. A current Board member's spouse;
3. A person residing in a current Board member's household

The Committee may designate a representative to act for it. 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 fail to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, the request for approval of the proposed plans shall be deemed to have been denied. Failure to reject the requested plans and specifications WILL NOT BE DEEMED A WAIVER OF ANY RESTRICTION CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH ALL PROVISIONS OF THIS DECLARATION. Such approval must be granted in writing and when given will become a part of these restrictions. Approval or denial of a request for approval may be delivered by facsimile or email. Architectural Design Review Committee action is in addition to and not in lieu of any construction permits that may be required

by statute, ordinance, or regulation. New construction must comply with all applicable building code requirements; however, the Architectural Design Review Committee approval of plans shall not warrant or otherwise indicate that plans follow any such requirements.

The Architectural Design Review Committee has the authority to determine and publish reasonable standards for materials, colors, and design for improvements, from time to time, as the Architectural Design Review Committee sees fit. The Architectural Design Review Committee may designate one (1) or more members of the Architectural Design Review Committee to respond on behalf of the entire Architectural Design Review Committee.

Members of the Architectural Design Review Committee and their representatives will not be liable to any person subject to or possessing or claiming the benefits of the Declaration for any damage or injury to property or for damage or loss arising out of their acts or failure to act, it being understood and agreed that any remedy be restricted to injunctive relief and no other. The members of the Architectural Design Review Committee are not entitled to any compensation for services rendered pursuant to this covenant. The Architectural Design Review Committee and its members do not represent or warrant that any approved construction meets any building standard, will increase the value of any property, or will cause no harm to neighboring properties. All improvements are constructed at the sole risk of the Tract Owner.

**Wildlife Committee.** The Wildlife Committee shall be composed of at least three members of the Association, with the Chairman appointed by the Board. A majority of votes shall prevail on any issue or subject requiring a decision of the Wildlife Committee. The Wildlife Committee may designate a representative to act for it. No compensation shall be due or paid to the members of the Wildlife 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 in cooperation with 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 the Properties. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's Tract or Tracts 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 have the authority to determine, in its sole discretion, whether to provide supplemental feeding to protect, preserve, and maintain wildlife on the Properties and the nature and extent of such supplemental feeding. The Wildlife Committee also shall have the authority to take such other actions determined by the Committee in its sole discretion to be necessary or appropriate to protect, preserve, and maintain wildlife on the Interior Tracts.



10. Voting Rights in the Association.

(a) Quorum and Voting Requirements for Membership Approvals.

(i) The quorum required for any action shall be the presence at the meeting of Members and of proxies, entitled to cast a majority of all the votes of all Members entitled to be cast on such matter as provided herein. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement for a meeting as set forth in this Declaration, and the required quorum at such second meeting shall be ½ of the required quorum at the preceding meeting.

(ii) The requirements relating to the number of votes required to be cast in support of a matter submitted to the Members of the Association for vote, in order for that matter to be approved, are set out in Exhibit D hereto.

11. Powers and Duties. The Board shall have the following specific powers, in addition to any of the powers granted to it pursuant to the Declaration, the Bylaws of the Association, or applicable law:

(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.

(vii) To replace, with or without cause, members of any committee of the Association.

12. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Tract and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Tract and the improvements thereon as required hereunder, the Association shall have all remedies available to it by law.

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 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 total 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 total votes of the Association, evidenced by a document, in writing bearing each of their signatures. For that purpose, the voting rights of the Members shall be determined in accordance with Article 10(a)(ii) hereto and Exhibit D hereto. The process for obtaining variances shall be specified in written guidelines and procedures approved by the Board and recorded in the real property records of Kerr County, Texas. All variances granted by the Association prior to the effective date of this Amended and Restated Declaration are confirmed and ratified and do not require any further approvals. The Board, in its sole and absolute discretion, may adopt specific procedures or guidelines for the submission of variance requests.

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 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.

16. 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 annual assessments, special road assessments, special fence assessments, and other special assessments shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the annual assessments, special road assessments, special fence assessments, and other special assessments 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. Intentionally deleted.

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.

The Association or its designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, and any "Dedictory instruments" (as that term is defined by Section 202.001(1) of the Texas Property Code) and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

Before the Association may file a suit against an Owner other than a suit to collect an assessment or foreclose under the Association's lien, or charge an Owner for property damage, the Association must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the violation or charge and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months), may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue. The Association shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting and may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its "Dedictory instruments" (as that term is defined by Section 202.001(1) of the Texas Property Code) only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing, all attorney's fees, costs, and other amounts collected from an Owner must be deposited into an account maintained at a financial institution in the name of the Association. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any Tract within 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 Tracts covered thereby.

20. Severability. Invalidation 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. Notices. Unless otherwise required by Texas law or express provisions of this Declaration or the Association's bylaws, 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 either (a) deposited in the United States mail, 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, or (b) transmitted by email to the last known email address of the person who appears as Member or Owner on the records of the Association at the time of such transmission. Unless otherwise required by Texas law or express provisions of this Declaration or the Association's bylaws, any notice required to be given by any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when either (a) deposited in the United States mail, postage prepaid, addressed to the last known address of the Association or other person to whom the notice is directed, or (b) transmitted by email to the last known email address of the Association or other person to whom the notice is directed.

23. Conflicts. In the event of a conflict between the Articles of Incorporation and the Declaration, the Declaration will control. In the event of a conflict between the Bylaws and the Declaration, the Declaration will control.

#### CERTIFICATION

The undersigned, being the Secretary of River Bend Ranch Owners Association, Inc., does hereby certify that members representing a majority of the votes in the Association, as further evidenced by the ballots attached hereto, agreed to approve this Amended and Restated Declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below:

By: Quach Smith  
Name: LISA L. SMITH  
Secretary

By: Quach Smith  
Name: LISA L. SMITH  
Secretary