

**AMENDMENT AND RESTATEMENT OF  
THE DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIVERBEND RANCH, A SUBDIVISION IN  
HAYS COUNTY, TEXAS**

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

THAT WHEREAS on October 23, 1998, Riverbend Development, LLC, a Texas limited liability company chartered on March 30, 1998, while acting in its capacity as the sole general partner of Blanco Riverbend, Ltd., a Texas limited partnership also chartered on March 30, 1998, filed that certain "Declaration of Easements, Covenants, Conditions and Restrictions Riverbend Development, LLC" hereinafter referred to as "the Declaration," in Volume 1468, Page 71-78 of the Official Public Records of Hays County, Texas; said instrument intending to constrain and control the future use, enjoyment and development of the tracts within that certain residential subdivision sometimes referred to in the past as the "Riverbend Development," but which real property may be more fully and accurately described as Riverbend Ranch Section One, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Book 8, Page 210-212, in the Plat Records of Hays County, Texas, and as later modified by that certain Replat of Lots 9-11 & Lots 18-27 Riverbend Ranch Section One, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Book 8, Pages 299-300, in the Plat Records of Hays County, Texas and

WHEREAS, pursuant to the express provisions of the Declaration, a property owners association was to be formed, whose function would be to preserve, protect, defend and enforce the covenants and restrictions set out in the Declaration as the assignee of these rights and responsibilities from the developer of the subdivision; and

WHEREAS, Riverbend Ranch Section I Property Owners Association, a Texas non-profit corporation chartered on March 5, 2004, hereinafter referred to as "the Association", was formed for this specific purpose; and

WHEREAS, Blanco Riverbend, Ltd., the developer of the subdivision, did thereafter ratify, adopt, and approve the actions taken on its behalf and in its stead by its sole general partner, Riverbend Development, LLC, as specifically set out in the Declaration, by subsequently assigning to the Association all of its right, title, and interest in and to the community park lot or tract, as well as all of its private road easements within the subdivision, which may be referred to collectively as "the common areas" of said development, by deeds recorded in Volume 3336, Pages

106-107, in Volume 3435, Pages 631-632, and in Volume 4243, Pages 854-855, all found in the Official Public Records of Hays County, Texas; and

WHEREAS, the Association, acting under the legal authority granted to it in the Declaration, as later ratified, adopted and approved by Blanco Riverbend, Ltd., as the original owner and developer of the property, as well as by the statutory authority the Association has pursuant to §209.0041 of the Texas Property Code, the Association may change, add to, modify or amend the covenants and restrictions set out in the Declaration upon the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein;

NOW THEREFORE, following the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein, the Association hereby declares that all of the property subject to the Declaration referenced above shall forever be HELD, SOLD and CONVEYED subject to this amendment and restatement of said Declaration for the purpose of protecting the value, desirability and attractiveness of the property in the subdivision, and further, that the covenants and restrictions, as amended and restated herein, shall run with the land and any portion thereof in perpetuity, and shall be binding upon all parties having any right, title or interest in or to the above described property or any part thereof, and shall be binding upon their heirs, successors and assigns, and the covenants and restrictions, as amended and restated herein, shall inure to the benefit of each owner thereof. To the extent the Declaration conflicts with any provision hereof, this document shall supersede and supplant any conflicting provision found in the Declaration. The real property described hereinabove shall hereafter be known and referred to as Riverbend Ranch, which subdivision shall forever after be subject to the following terms and conditions.

#### A. LAND USE

1. All Lots in Riverbend Development are restricted to use for residential purposes only. No signs shall be placed on any part of these residential lots indicating a commercial or non-residential use thereof. No short-term rental or vacation rental operations or bed and breakfast type establishments shall be conducted on any residential lot, in either a main structure or detached structure, pavilion RV or other facility.

2. *This provision does not address agricultural or wildlife exemption usage.* No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property that are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses, chickens, beehives, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, be permitted, all of which are expressly prohibited, except animals for 4-H or FFA purposes. If any member of an owner's family is under the age of nineteen (19) and is a bonafide member of a 4-H



Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal(s) for competition or as part of a club project, provided, however, that (1) such animal(s) shall be kept in a sightly pen or other enclosure, (2) the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal(s) shall be removed from the lot upon completion of the competition or club project. Chickens (no guinea fowl or pea fowl) shall be permitted, provided their number is limited to three (3) per acre. Shelter for these animals shall be located in the rear one-third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained.

3. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.

4. No hunting or recreational shooting shall be permitted on any lot. No fireworks shall be permitted on any lot while a county restriction against outdoor burning is in affect.

5. No residence shall be erected on any part of said property or building site, having less than eighteen hundred (1800) square feet of floor space livable area in main building. The residence must be of at least one-half (1/2) masonry construction. Log homes will not be allowed.

6. No property owner shall cause an alteration to the topography surrounding a building site that shall adversely impact neighboring properties by altering the pattern of storm-water runoff.

7. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal devise shall be allowed which would result in raw or untreated or sanitary sewage being carried into any water body whether surface or subsurface; all septic tanks or systems must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body, which is accepted by another regulatory body for compliance purposes will be acceptable hereunder.

8. No tents or campers, trailers or other vehicles shall be used on any of the property for residential or long-term rental purposes, on a temporary or permanent basis. No pre-manufactured, modular, trailers or any other structures not built on site shall be permitted. No partially "off site" manufactured type of homes or other comparable types of homes shall be permitted.

9. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers.

10. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadway, unless placed within the most rear one-third (1/3) of the parcel, that being such portion farthest away from any roadway with the exception of areas that fall within the 100 year flood plain as defined by FEMA (Federal Emergency Management Agency). Any structure that is visible from any roadway will comply with the same restriction standards for masonry construction as those described for residences. All such structures shall be neatly maintained.

11. No re-subdivision of any tract less than five (5) acres shall be permitted except that this restriction shall not apply to any tract acquired by the Veterans Land Board of the State of Texas nor any tract mortgaged for construction purposes and subsequently foreclosed upon.

12. The current owners of tracts of land that have previously applied for a 1-D-1 Agricultural Exemption through the Hays County Appraisal District have a five (5) year cattle lease with Blanco River Cattle, LLC. The current or any future Lessee of cattle, shall maintain exterior fencing in return for the grass lease of his (or its) cattle. Any owner of any tract of land who elects not to have cattle graze upon his property, under the existing five (5) year cattle lease or any future lease of Lessor or the Association, will need to fence off his property. Other forms of Agricultural and Wildlife Exemptions may be available to any owner who wishes to take advantage of them. Information regarding the types of, and qualifications for, exemptions a property owner may apply for through the Hays County Appraisal District is available in the publication "1-D-1 Open Space Guidelines and Standards", or any publication that should replace it. Any change of use of property could result in a rollback tax, which will be the responsibility of the lot owner.

13. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property.

14. With respect to Lots Thirteen (13) through Twenty-One (21), no structure, including steps or ladders, shall be built or constructed along any bluff to provide access to the Blanco River.

## **B. EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are located in a strip thirty (30') feet in width adjacent to the sixty (60') foot road easement, as shown on the plats of the subdivision and a ten (10') foot easement along all the property lines of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage



or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water drainage in the easements. Within such easements, the right to use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner. Any owner who purchases two or more contiguous tracts shall have the right to abandon the interior lot line easement or easements without the consent or approval of the Architectural Control Committee or the Association provided that the utility companies do not foresee a need for the easement. Also, there will be an equestrian/walkway easement within the sixty (60') foot road easement. Horses will not be allowed to roam the easement unaccompanied or to be tied up in the easement without the consent of the adjacent land owner and for a period not to exceed eight (8) hours.

### **C. LANDOWNERS' AGREEMENT**

1. Election of officers to the governing board of the Association shall be made annually through a system approved by the Association Members in its by-laws. Amendment of the by-laws shall require an affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein.

2. An Architectural Control Committee has been developed to serve as a board to designate the manner in which dwellings are designed and facades are constructed in keeping with compliance of the covenants and restrictions as herein described. The committee shall consist of a minimum of three (3) or a maximum of five (5) members as the volume of development dictates.

3. In order to provide for the installation, operation, repair, and maintenance of any common areas within the subdivision the Association, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds the Association and the Association's successors and assigns, as follows:

4. Lot 22 of Riverbend Ranch, has been designated as a common use park lot for the enjoyment and benefit of all Association Members, their heirs, successors or assigns, along with the right to access the Blanco River, provided that safe passage can be made available by means of a community stairway or other safe means of ingress and egress from a cliff that divides the top of the park from the river. If at any time, access is limited or made unavailable by an act of God, the Association will not be held liable or responsible for the limitation or inability of

said access to the river. It is understood that river access is a benefit dependent upon its affordability and shall be maintained to the best ability of the Association as funding permits.

5. A code restricted gate exists at the entryway to the private roadway, commonly known as Riverbend Blvd., that is at the terminus of the county maintained, Hillard Road. It is agreed that whenever possible, the gate shall remain closed at all times. A gate monitor shall be elected – with a term to be prescribed by the Association membership - to maintain the functionality of the gate and to program in codes, and shall be the point of contact for any issues that may arise with its mechanics. Each Association member shall be issued a unique code to open said gate. Codes are to be considered an aspect of the Association's security measures, so as not to allow access into the subdivision by the general public. It is acknowledged that from time to time, an Association member may need to release his code to a contractor or visitor to his property. Association members are hereby on notice that they may be held directly or indirectly liable for any damage to the gate or Association property that can be affirmatively identified as being caused by their guests and/or contractors. Association members should request a new code from the gate monitor if there is suspicion that a code has been circulated to non-guests without permission.

6. The afore mentioned entry gate is monitored by one or more security cameras on a continual basis. It is understood that the images from the camera(s) are the sole property of the Association. A security monitor shall be elected as a volunteer – whose position shall run concurrently with the governing board - to oversee the condition and monitoring of the camera(s). At his discretion, that individual will share images that depict acts of vandalism or trespass with the governing board. If it is deemed that images show activity of an illegal nature that is intended to, or does cause monetary damage to Association property, the images shall be reported to the sheriff's department and an incident report shall be filled out by the security monitor. In the event the security monitor is unavailable, the Association manager or the president of the board shall act in the security monitor's capacity.

7. The Association shall have supervisory authority to provide for the property maintenance, repairs and operation of the common areas as may be appropriate to the subdivision. The Association shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said common areas are operated, maintained and repaired, or for failure to operate maintain or repair such common areas.

8. Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separate from ownership of a tract. Each tract owner shall have one (1) vote per tract. It is understood that an owner of multiple tracts shall have one (1) vote for each lot he owns and that votes are counted by the total number of lots or tracts owned by the Association members. Changes, additions, or amendments to the restrictive



covenants, shall require the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts herein described, provided however, the Architectural Control Committee shall have the authority to grant variances when deemed appropriate by the Committee to maintain the integrity of the property, enhance the property, save trees, or utilize a better building site.

9. Subject to the approval of the Association, additional property and common areas may be annexed to the subdivision and/or become a part of the Association. Such annexation shall require the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein.

10. In order to provide a fund for the proper maintenance of such common areas (hereafter called "Maintenance Fund") including, but not limited to payment of taxes and maintenance of roadways, there is hereby imposed upon each tract in the subdivision an annual maintenance charge which shall be in the amount of two hundred (\$200) dollars per lot. Once assessed, such maintenance charge shall be payable at such intervals as selected from time to time by the Association, from each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at any annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The maintenance charge hereby imposed shall not apply to the Association, or any tract of which the Association owns both the record and beneficial title. At any time and from time to time, the maintenance charge may be subject to increase or decrease by the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein.

11. Special assessments may, at any time and from time to time be imposed upon the Association Members in order to maintain certain specific aspects of the subdivision. These may include but are not limited to: funding of maintenance of the property for the benefit of the Agricultural Exemption, exclusive to the Association Members who wish to maintain their appraisal status with the County; funding to maintain the access to the Blanco River from the Association park for those who wish to have continued access thereto; and funding for critical road maintenance that is in addition to the ordinarily expected required road maintenance. Special assessments are subject to approval by a majority of Association Members per each lot affected by a proposed assessment.

12. The Association shall not be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

13. The Association, until such time as it deems necessary, may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgment of the Association, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof,

shall be binding, final and conclusive upon all parties in interest.

14. The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Association, an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (Texas Property Code, Title 5. Exempt Property and Liens, Subtitle B. Liens Sec. 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. The payment of the maintenance charge shall be prorated and paid at closing and continue thereafter every February 1<sup>st</sup> of the following years. Said liens and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deed of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, credit union, insurance company, trust company, fraternal benefit organization, or corporation with banking of related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or any other improvements whatsoever on any portion of any tract or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

15. Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

16. Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.



17. The Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city, Hays County or a public district having such powers. All references to the Association shall apply with equal force and effect to any successor in interest to the Association.

#### **D. CONSTRUCTION AND ARCHITECTURAL CONTROL**

1. Architectural Control: No structure, building, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee to quality of workmanship and as to location with respect to topography and finish grade elevation. The Committee as required for these covenants, shall indicate approval or lack of it in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Two sets of plans must be submitted in order that one can be kept on file for any future references. In the event that the Architectural Control Committee is unable or unavailable to fulfill its obligations as specified above, the Association reserves the right to act as Architectural Control Committee for the purposes as described herein.

2. All fences on boundary lines fronting any subdivision roads shall be approved by the Architectural Control Committee, the specifications of which shall be detailed by the Architectural Control Committee.

3. All main dwellings, exclusive of open porches, garages, carports and patios, shall be of at least eighteen hundred (1800') square feet.

4. All utilities must originate from the pedestals designated to each lot as located in the front right or left of the property boundary. All utilities must be buried from origin to structure and no utility poles or above ground connections will be permitted that can be visible from the roadway or side property boundaries. Utility hookups are subject to approval by the Architectural Control Committee or the Association.

5. Clean, or green, energy in the form of solar or wind generation of electricity should be encouraged, however, no structure(s) that is (are) designed for this purpose shall be erected that can be visible from the roadway or side property boundaries.

## **E. BUILDING SET BACK LINES**

1. Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway. It is encouraged for building sites to be a minimum of one hundred (100') feet from the front property line that adjoins any roadway.

2. No building shall be located on any lot or tract less than fifty (50') feet from a front property line, no less than twenty-five (25') feet from a side property line. No structure shall be located nearer than fifty (50') feet from a side street. Barns and out buildings must be built to the rear of the main house or within one hundred (100') feet of a back property line with the exception of areas that fall within the 100 year flood plain as defined by FEMA (Federal Emergency Management Agency).

3. No campers, buses, boats or recreational vehicles of any type shall be permitted on the front one-half ( $\frac{1}{2}$ ) of the lot or be visible from the roadway or side property boundaries with the exception of areas that fall within the 100 year flood plain as defined by FEMA (Federal Emergency Management Agency). No structure other than fencing shall be permitted closer than twenty-five (25') feet from any side property line.

## **F. MISCELLANEOUS**

1. If through error or oversight or mistake, any owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer an implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

2. The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by decent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Official Public Records of Hays County, Texas, and with this being true without regard to whether or not such person or persons has/have actual notice of these restrictive covenants and use limitations on such land by reference



hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.

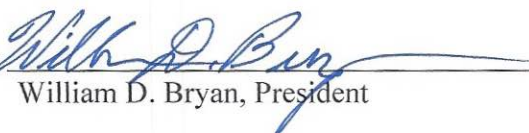
3. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land and shall run with the land in perpetuity; provided however, that an affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein may modify this provision. The same percentage shall be required to amend these restrictions.

4. It is expressly understood that the undersigned, its successors, legal representatives or assigns, or anyone or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is understood that in the event of a breach, of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

Our signatures below evidence and bear witness to the fact that this "Amendment and Restatement of the Declaration of Easements, Covenants, Conditions and Restrictions of Riverbend Ranch, a Subdivision in Hays County, Texas" was ratified, adopted and approved upon the affirmative vote of the members who own two-thirds (2/3) of the lots or tracts described herein, at the properly noticed bi-annual meeting of the Association held on March 10, 2018, in San Marcos, Texas, at which bi-annual meeting a quorum comprised of the owners or their duly authorized proxies of 35 of the 38 lots or tracts in the subdivision were present and who affirmatively voted on the substantive matters set out herein.

Witness our hands effective the 10th day of March, 2018.

RIVERBEND RANCH SECTION I PROPERTY  
OWNERS ASSOCIATION, a Texas non-profit  
corporation

By:   
William D. Bryan, President

By:



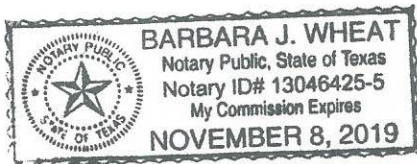
Charles Curtis Cannon, III, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HAYS

§  
§

This instrument was acknowledged before me on this 26<sup>th</sup> day of March, 2018, by William D. Bryan in his capacity as President of Riverbend Ranch Section I Property Owners Association, a Texas non-profit corporation.



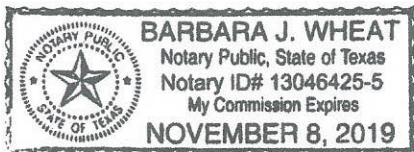
  
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HAYS

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This instrument was acknowledged before me on this 26<sup>th</sup> day of March, 2018, by Charles Curtis Cannon, III, in his capacity as Secretary of Riverbend Ranch Section I Property Owners Association, a Texas non-profit corporation.



  
Notary Public, State of Texas

After recording, please return this document to:

Michael L. Thornton  
Attorney at Law  
4646 Devon Street  
Houston, Texas 77027





**Liz Q. Gonzalez**

**County Clerk**

Hays County

Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San

Marcos, TX 78666

**CUSTOMER INFORMATION**

MICHAEL L THORNTON  
ATTORNEY AT LAW  
4646 DEVON ST  
HOUSTON, TX 77027

**TRANSACTION INFORMATION**

Transaction #:	172326	Source Code:	Mail
Receipt #:	492575	Return Code:	Mail
Cashier Date:	04/04/2018	Location:	Main
Print Date:	4/4/18 9:23 am		
Cashier By:	KB		

**DECLARATION**

CFN: 18011651

From: RIVER BEND RANCH SEC 1 PROPERTY To:

RECORDING FEE

\$70.00

PAYMENT: CHECK	11556	AMOUNT:	\$70.00
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Void / Revised Reason:

Total Payments: \$ 70.00	Total Fees: \$ 70.00	Shortage: \$ 0.00
Overage: \$ 0.00	Total Change Returned: \$ 0.00	