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**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIVER VALLEY RANCH**

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into by LAKE INGRAM RANCH, L.P., a Texas limited partnership, whose mailing address is 1008 West Avenue, Austin, Texas 78701 ("Declarant").

**RECITALS**

- A. Declarant is the owner of all Tracts in the River Valley Subdivision according to the plat and replat thereof recorded in Volume 6, Page 387, and in Volume 7, Page 6, Plat Records of Kerr County, Texas, which Tracts are subject to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions of River Valley Ranch dated October 13, 1998, and recorded in Volume 977, Page 649, Real Property Records of Kerr County, Texas (the "Declaration").
- B. Declarant desires to amend the Declaration as hereinafter set forth.

**NOW, THEREFORE**, Declarant, the sole owner of all Tracts within the subdivision hereby amends the Declaration as hereinafter set forth and declares that all of the Tracts shall be held, sold, occupied, transferred and conveyed subject to the Declaration as amended hereby.

1. Article 1 is amended by adding new subparagraphs 9, 10 and 11 as follows:
  9. "Owner Approval" shall mean fifty-one percent (51%) or more of the votes entitled to be cast pursuant to Article 5, Section 4.
  10. "Pro Rata Share" shall mean each Owner's share of any assessments or expenses of the Association calculated by dividing the amount of any assessment or expense by the then number of Tracts within the Property; then multiplied by the number of Tracts owned by said Owner.
  11. "Member" shall mean every person holding a membership in the Association pursuant to Article 5. "Membership" shall mean the property, voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in this Declaration and the Articles and Bylaws of the Association.

2. Article 3, paragraph 3 is amended by adding the following:

The Owner(s) of Tracts 14, 15, 16, 17, 18 and 19 may, so long as all such Tracts are owned by the same Owner(s), place a gate or cattleguard across the Roads at the intersection of the property line of Tract 14 and Tract 19 with River Valley Ranch Road and shall, on the Tracts owned by such Owner(s) of such Tracts 14-

9/16/01

19 construct a turnaround or culdesac to permit vehicles to turn around at such gate or cattleguard.

3. Article 4, paragraph 19 is amended by adding thereto the following:

High fences shall be permitted and shall be an exception to the fencing restrictions set forth above for contiguous Tracts which are owned by the same Owner(s) as a single parcel for use by such Owner(s) for a single residential use on such Tracts (other than Declarant) of 100 acres or more

4. Article 4, paragraphs 1 and 3 are amended to provide that stock trailers, agricultural equipment and recreational vehicles shall be permitted so long as they are not visible from any Road or are housed in a garage or barn, and that agricultural buildings and barns shall be permitted if they are not visible from any Road.

5. Article 3, paragraph 4.A. is amended by deleting the last paragraph thereof and inserting the following:

All portions of the Roads shall be maintained as outlined above at the expense of the Association; provided that the Owners, as Members of the Association shall each pay their Pro Rata Share of the assessments for the expenses. The initial Pro Rata Share shall be Three Hundred Fifty and No/100 Dollars (\$350.00) per year and shall be payable on January 1 of each year. Following the initial conveyance of a Tract by Declarant or its successors and assigns, to an Owner, such Owner shall pay its initial Pro Rata Share prorated for the number of days in the calendar year. A change in the initial Pro Rata Share shall require Owner Approval of such action at a meeting of the Association Members duly called at which a quorum of Members shall be present in person or by proxy, as more particularly provided in the Bylaws of the Association.

6. Article 4, paragraph 5 is amended by deleting the third sentence and substituting the following therefor:

The exterior walls of all residential buildings shall be constructed with masonry, rock, stucco, brick or masonry veneer for at least fifty percent (50%) of the total exterior wall area or other materials as may be approved by the Architectural Control Committee, in its sole discretion.

7. Article 4, paragraph 6 is amended in its entirety to read as follows:

6. No structure shall be built closer than fifty (50) feet to any perimeter property line of any Tract or Parcel; provided that if multiple contiguous Tracts are owned and used by the same Owner(s) as one residential site, unit or parcel, then such setback requirement shall be measured from the perimeter of all such Tracts so owned and used as one site, unit or parcel.

8. Article 4, paragraph 15 is amended by deleting the third sentence and substituting the following therefor:

An Owner may not keep more than either three (3) horses, two (2) cows, two (2) sheep, or two (2) goats on each Tract owned by said Owner, except that Tract 16 and 17 consisting of fifty (50) acres each shall each be considered to be two (2) Tracts for the determination of permitted horses, cows, sheep or goats thereon plus the number of such animals permitted for each Tract contiguous to Tracts 16 and 17 (e.g., if Tracts 16 and 17 consisting of 100 acres are owned by the same Owner[s] twelve [12] horses, eight [8] cows, eight [8] sheep or eight [8] goats would be permitted thereon and if Tracts 14, 15, 16, 17, 18 and 19 are owned by the same Owners twenty-four [24] horses, sixteen [16] cows, sixteen [16] sheep or sixteen [16] goats would be permitted thereon).

9. Article 5, paragraph 4, is amended by deleting the first sentence thereof and substituting the following therefor:

Each Owner shall have one (1) vote for each Tract owned by such Owner.

10. Except as amended herein, the remaining terms and conditions of the Declaration shall remain in full force and effect.

EXECUTED this 29<sup>th</sup> day of March, 1999.

LAKE INGRAM RANCH, L.P.

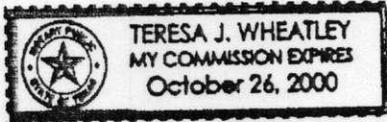
By: Western Property Development Company,  
L.L.C., General Partner

By: Kenneth A. Barfield  
Kenneth A. Barfield, Managing Member  
"Declarant"

STATE OF TEXAS )  
 )  
COUNTY OF Travis )

This instrument was acknowledged before me this 29<sup>th</sup> day of March, 1999, by Kenneth A. Barfield, Managing Member of Western Property Development Company, L.L.C., General Partner of Lake Ingram Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

Teresa J. Wheatley  
Notary Public in and for the State of ~~Texas~~



RETURN TO:  
Kerrville Title Company  
1456 Sidney Baker  
Kerrville, Texas 78028

FILED FOR RECORD  
at 4:55 o'clock P M

APR 01 1999

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

Filed By  
Kerrville Title Company ✓

RECORD Real Property  
VOL 1004 PG 318  
RECORDING DATE

APR 05 1999



Jannett Pieper  
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 duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 05 1999



Jannett Pieper  
COUNTY CLERK, KERR COUNTY, TEXAS

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIVER VALLEY RANCH**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions is made and entered into by the undersigned owners ("Owners")

**RECITALS**

- A. Owners represent a majority of the fee title holders of all tracts in the River Valley Ranch subdivision, a subdivision of Kerr County, Texas recorded in Volume 6, Page 287, and in Volume 7, Page 6, Plat Records of Kerr County, Texas (the "Subdivision"), which Tracts are subject to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions of River Valley Ranch dated October 13, 1998, and recorded in Volume 977, Page 649, Real Property Records of Kerr County, Texas (re-recorded in Volume 1004, Page 547, Real Property Records of Kerr County, Texas), and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of River Valley Ranch dated March 29, 1999, recorded in Volume 1004, Page 320, Real Property Records of Kerr County, Texas (collectively the "Declaration").
- B. The Declaration provides in Article 6, paragraph 4 that the Declaration may be amended by Owner Approval, which is defined in Article 1, paragraph 9 as "fifty-one percent (51%) or more of the votes entitled to be cast pursuant to Article 5, Section 4 [of the Declaration]"
- C. Article 5, paragraph 4 provides that each owner of a tract in the subdivision shall have one (1) vote for each Tract owned by such owner.
- D. The Subdivision has a total of 30 Tracts.
- E. Owners desire to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Owners, as the majority of owners of all tracts in the River Valley Ranch subdivision, hereby amend the Declaration as hereinafter set forth and declares that all of the Tracts shall be held, sold, occupied, transferred and conveyed subject to the Declaration as amended hereby.

1. Article 3, paragraph 4.A. is amended by deleting the last paragraph thereof and inserting the following:

All portions of the Roads shall be maintained as outlined above at the expense of the Association; provided that the Owners, as Members of the Association shall each pay their Pro Rata Share of the assessments for the expenses. The Pro Rata Share shall be \$350 per year for calendar year 2005 and shall be \$500.00 per year for all subsequent years. The Pro Rata Share shall be due from each Owner on or before January 1<sup>st</sup> of each year. A change in the Pro Rata Share shall require Owner Approval of such action at a meeting of the Association Members duly called at which a quorum of Members shall be

present in person or by proxy, as more particularly provided in the Bylaws of the Association.

- 2. The second paragraph 4 of Article 3 (requiring the Association to obtain public liability insurance) is hereby deleted in its entirety.
- 3. Except as amended herein, the remaining terms and conditions of the Declaration shall remain in full force and effect.

Effective as of November 1, 2005.

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FILED FOR RECORD  
at 3:55 o'clock P.M.

NOV 29 2006

JANNETT PIEPER

Clerk County Court, Kerr County, Texas  
*Chifa Thompson* Deputy

After recording, return to  
✓ Greg Richards  
280 Thompson Dr.  
Warrville, Tx 78028

✓ INDEXED  
✓ COMPLETED