

# DRAFT

THE STATE OF TEXAS

COUNTY OF BELL

## **SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RIVER RIDGE RANCH**

River Ridge Ranch is the development shown in Sections I-V, in the Plat Records of Bell County, Texas:

Plat of River Ridge Ranch Section I in Cabinet C, Slide 161- D;

Plat of River Ridge Ranch Section II in Cabinet C, Slide 169-C & D and Cabinet C, Slide 170 A, B & C;

Plat of River Ridge Ranch Section III in Cabinet C, Slide 173-A, B, C, & D and Cabinet C, Slide 174-A & B;

Plat of River Ridge Ranch Section IV in Cabinet C, Slide 174-C;

Replat of Tracts 12-14 and 20-29 River Ridge Ranch Section III and Tracts 1-3, River Ridge Ranch Section IV, Block 1 in Cabinet C, Slide 180-A, B, & C;

Plat of River Ridge Ranch Section V in Cabinet C, Slide 181-A, B, & C.

This property is filed in the Real Property Records of Bell County, Texas, individual Declarations of Covenants, Conditions and Restrictions of River Ridge Ranch for each of Sections I-V with these Declarations being respectively filed of record as follows:

Declaration for River Ridge Ranch, Section I filed at Volume 3938, page 704;

Declaration for River Ridge Ranch Section II filed at Volume 4008 page 412;

Declaration for River Ridge Ranch, Section III filed at Volume 4037, page 662;

Declaration for River Ridge Ranch Section IV filed at Volume 4037, page 684;

Declaration for Replat of Tracts 12-14 and 20-29, River Ridge Ranch Section III, Block 2 and Tracts 1-3, River Ridge Ranch Section IV, Block 1 filed at Volume 4068, page 405;

Declaration for River Ridge Ranch, Section V filed at Volume 4081, page 356.

All prior Declarations and Amendments, including but not limited to the return of property easements and changes in the minimum size of homes, are merged into this SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER RIDGE RANCH, and that the entirety

of River Ridge Ranch property is subjected to those restrictions, covenants, and conditions of record as amended, and are placed under the restrictions, covenants, and conditions as set forth in this document.

River Ridge Ranch is a private area for the use and benefit of the property owners and their guests. The individual properties and the properties known as commons are not public properties and are not for the use by the public.

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**ARTICLE I**  
**DEFINITIONS**

Section 1. "Architectural Control Committee" (ACC) means a committee to approve or disapprove construction plans.

Section 2. "Association" means River Ridge Ranch Property Owners Association.

Section 3. "Board" means the Board of Directors of the Association.

Section 4. "Commons" means any property reserved for or dedicated to the common use of all property owners such as roads, established through easements across tracts, or any properties leased for such purpose.

Section 5. "Development" means the real property described herein, and such additions as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 6. "Easements" means any easements or rights of way created by plats or instruments placed of record or as described in any deed for any purpose including but not limited to drainage, utilities, access, or commons.

Section 7. "Maintenance" means the exercise of reasonable care to keep buildings, roads on tracts, landscaping, lighting, drainage, irrigation systems, commons, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 8. "Member" means every person or entity that holds membership in the Association. Each purchaser of property becomes a member of the association upon such purchase.

Section 9. "Mortgage" means a bona fide mortgage, a Deed of Trust, or a Vendor's Lien.

Section 10. "Mortgagee" means a holder of a bona fide mortgage or a beneficiary under or holder of a Deed of Trust.

Section 11. "Owner" means the record owner whether one or more persons or entities, of fee simple title to any tract which is a part of the development, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation such as a mortgage company.

Section 12. "River Ridge Ranch Restrictions" means collectively (i) this Declaration, together with any Supplemental Declarations, as the same may be amended from time to time, (ii) the River Ridge Ranch Rules, (iii) and the Articles of Incorporation and Bylaws of the River Ridge Ranch Property Owners Association from time to time in effect, as the same may be amended from time to time.

Section 13. "River Ridge Ranch Rules" means the rules and regulations adopted by the Board of Directors of the Association pursuant to the authority of this Declaration, as they may be amended from time to time.

Section 14. "Specific Commons" means any property reserved or dedicated to the common use of a limited specified group of property owners in a designated section, block, tract, or group of lots as designated upon the plat or otherwise identified by recorded document

Section 15. "Tract" means any contiguous plot of land under single ownership used for single-family residential purposes.

Section 16. "Vote," where one vote per tract is stated herein, means one vote for each tract that is subject to an assessment fee.

## **ARTICLE II**

### **EASEMENTS, ROADS, ACCESS, AND COMMONS**

Section 1. General.

Roads or access easements and easements for installation and maintenance of utilities, irrigation, and drainage are established by separate instruments of record in the office of the County Clerk and as hereinafter set forth. Within such easements, roads, and commons, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such common or private road easements, or which would interfere with maintenance.

The easement area of each tract and all improvements shall be continuously maintained by the owner, except for improvements or maintenance of which a public, private, or quasi-public authority or utility company is responsible. Easements established as commons for vehicular access to parks, riding trails, hiking trails, utilities, etc. will be maintained by the Association and may not be fenced into private property.

Section 2. Access.

No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right of way, and easements, reservations, and rights of way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility corporations and their employees and contractors. They shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. Right of Entry.

The Association, through its duly authorized Board, employees, and contractors shall have the right, after reasonable notice to the owner, to enter any tract at any reasonable time to perform such inspections and maintenance as may be authorized.

Section 4. Use of Roads.

The private drive or roadway easements set forth herein or by separate instruments or as established within the commons upon the ground, are for the private use and benefit of the owners within the development and under the conditions set forth are not dedicated to the general public.

Section 5. Utilities.

The Association may take unto itself or execute unto any fresh water supply, electric utility, gas utility, telephone or other utility entity right of way easements in the form and under the conditions as may at that time be required by said entity as a prerequisite to service of this development with fresh water, electricity, gas, telephone, TV cable, or other utility or service.

Section 6. Drainage.

The Association may take unto itself or execute unto others right of way easements in the form and under the conditions as at that time may be required to distribute to each and every tract water for the purposes of consumption, irrigation, or to provide drainage.

Section 7. Permanence.

It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

Section 8. Lampasas River.

The tracts as surveyed include ownership to the center of the Lampasas River and all that land lying under the waters of the river are made subject to an easement for commons for the use and benefit of all the owners and their guests. This easement is specifically for the purpose of allowing swimming, fishing, boating, floating, and other recreation in and upon the water, subject to rules as promulgated from time to time by the Association. It is specifically stated that the easement created does not extend above the high bank or dry land along the river edge above the vegetation line.

**ARTICLE III**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Approval.

No external improvements or changes shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, and a complete plan of sewer system showing relation to tract lines and water lines, water wells, or water sources, and a complete plan showing construction and location of water well and lines has been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, protection of the environment, and as to location with respect to topography and finish grade elevation. Approval shall be as provided herein.

Section 2. Enforcement.

The ACC is authorized to enforce any building or fire codes or any rules, restrictions, or requirements having been made by any local, county, or state authority, or otherwise, having the legal authority to make such requirements concerning the construction of buildings, sewer systems, and water systems.

Section 3. Composition.

The ACC is composed of three persons appointed by the Board. In the event of death, dismissal, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, subject to approval of the Board. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant except as is budgeted and approved by the Board.

Section 4. Procedure.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it provided they do not violate these covenants, approval will not be required, and the related covenants shall be deemed to have been fully complied with; however, any building or improvements placed upon a lot that was not presented to the ACC for approval prior to start of construction or placement will be in violation of these restrictions and may be removed by the ACC at the property owner's expense. If the Association pays for such removal, the cost, plus interest will become a lien upon the property.

**ARTICLE IV**  
**USE RESTRICTIONS**

Section 1. General.

With the exception of commons, all tracts in this development are designated as residential home sites for single-family dwellings with optional guest houses or servants quarters. Multiple family dwellings are strictly prohibited.

Section 2. Minimum Size Requirements.

a. Primary Dwelling.

- 1) Any dwelling constructed on tracts purchased on or before September 17, 2006 must have a floor area of not less than 2,000 square feet exclusive of open or screened porches, terraces, patios, driveways, carports, and garages and shall be constructed of at least standard frame construction. Any primary dwelling construction on any lot must include a minimum two (2) car garage, which may be either attached or detached.

This two-car garage requirement is not a requirement for a guest house or servants quarters.

2) Any dwelling constructed on tracts purchased after September 17, 2006 must have a floor area of not less than 2,500 square feet exclusive of open or screened porches, terraces, patios, driveways, carports and garages and shall be constructed of at least standard frame construction. Any primary dwelling construction on any lot must include a minimum three-car (3) garage, which may be either attached or detached. The garage shall not face the primary roadway in front of the house. This three-car garage requirement is not a requirement for a guest houses or servants quarters.

b. Servants Quarters.

Servants quarters for live-in hired help constructed on any tract will be of at least standard frame construction and designed in harmony with the primary dwelling. Servants quarters will be subject to the same construction requirements set forth in this section except that servants quarters must have a floor area of not less than 800 square feet.

c. Guest Houses.

Guest houses for temporary visitors will be subject to the same construction requirements set forth in this section except that guest houses must have a floor area of not less than 1,000 square feet. Guest houses may be constructed prior to the construction of the main or primary dwelling and may be occupied by the owner during the period of construction of the primary dwelling; however, guests houses will not be so occupied for a period that exceeds two years after occupancy begins.

Section 3. Exterior Beams.

If any building is set on blocks or piers, it shall have an outside or perimeter beam of brick or concrete on all sides of the building. Any such structure must be completely dried in within 6 months of beginning of construction. The ACC, however, will have broad discretion in waiving the exterior beam requirement for split-level homes or hillside homes.

Section 4. Temporary Residences.

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding or storage building shall be used on any tract at any time as a residence, either temporarily or permanently, except for guest houses and servant's quarters constructed after the main dwelling unless otherwise conforming to these covenants. Any building of any type must be approved by the ACC.

a. Structures.

Stables and outbuildings will be constructed of a design and materials in keeping with the dwelling on the tract. Plans and specifications must be submitted to the

ACC and approved for all buildings and structures including but not limited to: primary dwelling, guest house, servants quarters, barns, stables, sheds, pool houses, well houses, and all other structures including pens, fences and gates.

b. Entrance.

Owner will install an ornamental entrance of rock, stone, brick, or other approved entrance constructed of masonry, wood, or metal at the entrance to the property. The entrance will be designed with provision for space to clear the paved roadway as turning into the property as approved by the ACC.

c. Fence.

Owner will also construct a fence along the front line of the property between the roadway easement and the property. This fence will be of a design and material acceptable to the ACC, which shall be a 3-board fence or better.

Section 5. Debris.

No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 6. Animals.

a. Any tract may keep, breed and raise horses or cattle so long as they are not allowed to become noxious or offensive to the neighborhood or adjoining properties as ruled by the Association.

b. Only cattle or horses may be raised commercially on any tract.

c. No tract may be used to raise, house, or train dogs commercially, or keep any creature that may be noxious or offensive to the neighborhood as determined by the Association.

d. There may be no activity or condition on any property that is noxious or offensive to neighbors or the Association.

e. Noxious or offensive as used herein means a condition determined by the Association to be so.

f. Appeals Process.

Should an owner wish to appeal a designation made by a board or committee of the Association, that owner may call for a vote of the members of the Association. The owners will vote by ballot within 15 days of notice by the owner. Ballot may be by email, mail, or in person. At a called meeting members may give their proxy to other members with or without instructions as how to vote. In case of such an appeal, the vote of the membership will decide and the

membership may impose a penalty upon the violator of no more than \$ 50.00 per day for each day the violation continues after the vote.

g. Liens and Penalties.

Any penalty assessed will become a lien upon the property of the violator. Penalties will be paid, plus legal fees, to the Association for collection. All income from penalties will be used by the Association for construction of community improvements.

Section 7. Recreational and Inoperative Vehicles.

No abandoned or inoperative automobile, other vehicle, or trailer shall be permitted to remain on any tract or in front of any tract. This is not to be construed to mean that personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may not be kept on premises; however, campers, trailers, boats, tractors and utility vehicles of every nature must be kept to the rear of the main house or in a garage, shed, or other suitable building obscured from view from the nearest roads.

Section 8. Commercial Activity.

No commercial activity other than cattle and horses shall be conducted on any tract. Raising of trees or farm produce is not considered commercial provided that the tract is also being used as a residential home site.

Section 9. Rental.

It is specifically stated that to rent space to campers, recreational vehicles, trailers, or other units for occupancy or storage or to maintain stables, kennels, or space for rental to others is considered commercial operation for purposes of these restrictions and is not permitted.

Section 10. Setbacks.

a. River Ridge Ranch Section I. No dwelling or garage shall be placed nearer to any property line than two-hundred (200) feet from the Commons or fifty (50) feet from adjacent owner's property line or as shown on the plat of this section. Furthermore,

1) No barn, shed, or outbuilding shall be placed nearer to the front or Commons line than two hundred (200) feet, nor nearer to the sideline than fifty (50) feet, nor nearer the front than the primary dwelling.

2) No barn, shed, or building designed or used for permitted livestock will be located nearer than seventy-five (75) feet to the dwelling proper of any adjacent owner's dwelling, provided said adjacent dwelling is set no further away from the road line than two-hundred (200) feet.

b. River Ridge Ranch Sections II-V. No dwelling or garage shall be placed nearer to any property line than one hundred (100) feet from the Commons or

fifty (50) feet from adjacent owner's property line or as shown on the plat of this section. Furthermore,

- 1) No barn, shed, or outbuilding shall be placed nearer to the front or Commons line than one-hundred (100) feet, nor nearer to the side line than fifty (50) feet, nor nearer the front than the primary dwelling.
- 2) No barn, shed, or building designed or used for livestock will be located nearer than seventy-five (75) feet to the dwelling proper of any adjacent owner's dwelling, provided said adjacent dwelling is set no further away from the road line than one-hundred (100) feet.

#### Section 11. Sewage.

All tract owners shall provide for the disposal of waste material through a sewer treatment system approved by the appropriate governmental authority and the ACC. The sewer system will be an aerobic-type plant with a sprinkler system to utilize the treated effluent for surface disposal or other disposal approved by appropriate authorities and the Association. No septic tanks are allowed. Any system installed will have an alarm system to notify the homeowner if the system malfunctions.

#### Section 12. Subdividing Tracts.

No tract, as platted, will be re-divided. No tract as platted or replatted will be utilized for more than one primary single family residence, one single family guest house and one servant's house. Single family residence means one detached, site-built residential house designed to be occupied by one family only and one garage either attached or detached.

#### Section 13. Second Family Dwelling.

Any owner may petition the Association to allow the owner to construct a second primary dwelling on the property assuming the second dwelling conforms to the Covenants for a primary dwelling and is to be used for housing of a family member and is not to be rented as a rental property. A written waiver for such construction shall be allowed and kept on file with the ACC.

#### Section 14. Second Servants Quarters.

Should the owner of any tract have need for a second servants quarters and petition the Association, then the Association may grant a waiver allowing a second servants quarters.

#### Section 15. Oil and Mining Operations.

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

#### Section 16. Culverts.

No culvert, bridge, or crossing may be installed by tract owners in the Commons right of way unless approved by the proper authorities and the ACC. Conformances to size and grade requirements are mandatory. All culverts will be installed with headers or retainers on each end to prevent erosion and to dress culvert ends and must be approved by the ACC prior to installation of culvert or wings.

#### Section 17. Signs.

No sign, advertisement, billboard, or similar structure of any kind shall be displayed to public view without the prior written approval of the ACC on any tract except for the following:

- a. One (1) sign on each tract, which may not exceed six (6) square feet, for the purpose of advertising the property for sale or rent is permitted without approval of the ACC; and
- b. Political campaign and political endorsement signs placed and owned by owners or residents of any improvements on any tract are permitted but only on such owner's or occupant's property and only during the generally recognized election or referendum. All such political signs shall be further subject to the time, place, manner, size, and quantity limitations as the same may be uniformly implemented and uniformly imposed by the Board from time to time.

#### Section 18. Driveways.

Prior to beginning construction on any house or building on any tract herein, owner will install a driveway from road to slab of at least four inches (4") of compacted rock, gravel, crushed limestone, or better to prevent tracking of mud onto the roads.

#### Section 19. Compliance.

Should any property owner violate these Covenants and restrictions, the Association, fifteen (15) days after notice, will have the power to file suit to enforce compliance. The Association will be empowered to charge as a special assessment all costs of time and expenditures, including legal fees and cost of removal of improvements in violation, and pay all related expenses. This special assessment will attach to the property upon which the violation rests and will become a lien as provided in these covenants for assessments and liens.

#### Section 20. Violations.

Any on-going violation may be prosecuted on an on-going basis with the goal of the Association being to have the violation corrected by whatever legal means is necessary. Association removal of violations is authorized at the property owner's expense.

#### Section 21. River Access.

Each tract is subject to easements lying beneath the access roads, the commons trails, and the Lampasas River. Each tract also enjoys an undivided interest in the Association parks to provide river access.

Section 22. Flood plain.

No dwelling will be constructed within 100 feet of the Lampasas River unless said dwelling is outside the 100 year flood plain and is in conformance with the requirements of any authority over the river.

Section 23. River Piers.

Bulkheads and piers are allowed only if they are approved by an authority over the Lampasas River and by the Board.

Section 24. Commons.

Use of all commons is subject to Association Rules. Any owner may delegate his right of enjoyment to the common areas and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

**ARTICLE V**  
**OWNER'S OBLIGATION TO REPAIR**

Section 1. Maintenance of Residence.

Each owner shall, at his sole cost and expense, repair and maintain his residence and other buildings on his tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.

Section 2. Maintenance of Tracts.

The owner of a tract will be required to keep the property free of any unsightly or offensive accumulation of trash, garbage, or unsightly debris of any nature or kind from the date of purchase. This requirement is effective on occupied and unoccupied tracts. Ten (10) days after notice to owner of such situation existing, the Association or its contracted employees will have the right and authority to enter upon said premises and correct any existing violation of this section. The Association will charge owner a reasonable fee for such work accomplished and bill owner for this fee, plus a reasonable service charge per month, for each instance until owner pays the Association in full as billed. All monies so owed the Association will become a special assessment against the property of owner and will be secured by a lien on the property in the same manner as a lien for special assessments.

Section 3. Exterior Maintenance of Buildings.

In the event the owner of any building should allow such building to fall into disrepair, or to become in need of paint, repair, or restoration of any nature, or to be in need of other corrective measures, or to become unattractive and not in keeping with the quality of the

neighborhood, then the Association will give the owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a reasonable rate of progress to correct such condition, the Association may enter upon said premises to do or cause to be done any work necessary to correct the situation. The owner shall be billed for the cost plus ten percent (10%). All monies so owed the Association will become a special assessment against the property of owner and shall be secured by a lien on the property in the same manner as a lien for special assessments.

## **ARTICLE VI**

### **MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS**

#### Section 1. Membership.

Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a tract.

#### Section 2. Votes Per Tract.

All owners shall be entitled to one vote for each tract owned for which an annual assessment is paid. When more than one person, such as a husband and wife, holds an interest in a given tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any tract owned by such members.

#### Section 3. Voting Procedure.

Voting by the members on any matter subject to a vote may be at a duly called meeting (either at the annual meeting or a specially called meeting) or voting may be by petition as prescribed for certain specific procedures. In the alternative all votes will be by ballots mailed or emailed to the last known address of each member per the records of the Association. These ballots must be mailed or emailed back by the member to a certified public accountant designated by the Board.

The public accountant will tally all votes and certify the results to be true. Each vote will be identified by a lot, block, and section number, stating the tracts owned and the number of votes represented. The Board shall have the authority to determine the method of voting, unless a petition signed by at least 20% of the members requests a particular voting method, in which case the method requested by the members shall apply. Any ballot vote must allow no less than a 30-day period between mail out of ballots and the return of mailed ballots.

#### Section 4. Board.

The Association shall be governed by and act through a Board of Directors. The Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. All Board members' terms shall be for one (1) year. The term and election date may vary fifteen (15) days before or after this date at the option of the Board. Mail ballots will be provided for all voters who may return the ballots within the prescribed time and manner or who

may bring the completed ballots to the above-mentioned meeting. The person receiving the most votes shall be declared the winner. If two or more positions are being filled, then the persons receiving the most votes shall be declared the winners.

## **ARTICLE VII** **ASSESSMENTS**

### Section 1. Owner's Obligations.

Each owner of a tract is deemed to covenant by acceptance of his contract or deed for that tract, whether or not it shall be so expressed in his contract or deed, to pay the Association (i) annual assessments, and (ii) special assessments for capital improvements. These assessments will be established and collected by the Board as provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each tract against which such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the tract at the time that payment of the assessment is due. By acceptance of a contract or deed for such tract, such personal obligation shall pass to the successors in title of such person or persons whether or not expressly assumed by them. However, the first owner liable will not be relieved of liability.

### Section 2. Annual Assessment.

The annual assessments levied by the Board shall be used exclusively to promote the health, safety, welfare, and recreation of the residents, and for the construction, improvement, and maintenance of the commons, drainage and irrigation systems, community facilities, and roads and easements or rights of way. The provision for maintenance of public roads is made only in the case that the responsible county, city, state or other public entity should fail to maintain said roads properly. However, there will be an assessment for maintenance of roads in this section as set forth herein.

### Section 3. Special Assessment.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year, but only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the commons or a capital improvement or any designated roads within or giving access. Any such assessment must be approved by a majority of votes cast by members in a manner of voting as herein prescribed.

### Section 4. Notice, Certificates, and List of Delinquencies.

- a. The Board shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of the due date and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner.

b. The Association shall on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific tract has been paid.

c. On or before February 15th of each year the Association shall record in the office of the County Clerk of the County, a list of delinquent assessments as of that date setting forth and establishing the amount of the lien. Failure to record such list by this date shall not affect the validity of such lien. This lien shall arise and become effective on the day after the due date for any assessment not paid by that due date and shall be filed by the Association as directed by the Board.

#### Section 5. Default.

Any assessment not paid by its due date shall be deemed in default. Any assessment not paid within thirty (30) days after the due date shall bear interest from the thirtieth (30th) day after the due date at the highest legal rate per annum. The Association may also charge a reasonable one-time late fee on delinquent assessments. The owner of each tract against which an assessment is levied shall be personally responsible for each unpaid assessment together with all late fees, interest, and costs of collection including attorneys fees and costs of Court as required. The Association, acting through its Board, may bring an action at law against the owner personally obligated to pay the same, and may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for non-use of the common areas, community facilities, roadway, easements, or abandonment of his tract.

#### Section 6. Liens.

The assessment lien shall be superior to the lien of any mortgage hereafter created provided that if this document is an amendment or supplement to a prior Declaration, then this document extends and renews the priority or perfection of such assessment lien created in such prior Declaration. A sale or transfer of any tract shall not affect the assessment lien. The sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding in lieu of shall not extinguish the assessment lien as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof, except as otherwise provided in Section 12 of Article VIII. However, any lender, investor, or purchaser may accept without further pursuit of diligence a certificate executed by the president and attested by the secretary of the Association certifying the status of dues, assessments, or liens.

#### Section 7. Costs to Association.

Any expenses of suit brought by the Association and any expenses of defense of any suit brought against the Association, its officers, or directors in regard to the functions in the administration or enforcement of these Covenants shall be borne by the Association, and the Association shall have and hold any rights to recovery of such expenses. If the Association, its officers, or directors prevail in any suit brought against them by any owner with regard to the Association's administration or enforcement of these Covenants, prevail, then defendants are entitled to recovery and judgment against the suing owner for their costs of suit including, but not limited to, expert witnesses,

attorneys, appraisers, surveyors, and litigation expenses. The amount of any judgment obtained for damages or cost shall automatically become a lien against the judgment debtor's property upon entry of such judgment. Otherwise, this lien will attach to such property as prescribed by law.

Section 8. Costs to Owner.

Each owner agrees that should suit be brought by the Association to enforce performance of the covenants or to collect assessments, the suing party will be and is entitled to judgment for damages and all costs of suit, including but not limited to expert witnesses, attorneys, appraisers, surveyors, and court costs, should the action prevail. The amount of any judgment obtained for damages or cost shall automatically become a lien against defendant's property upon entry of such judgment. Otherwise this lien will attach to such property as prescribed by law.

**ARTICLE VIII**  
**NOTICE OF AUTHORITY FOR ASSESSMENT**

Section 1. Need for Assessments.

Each interested party or purchaser of a tract is made aware of the fact that some of the roads within the commons are dedicated or will be dedicated to the use of the property owners and are not dedicated to the county, any municipal body, or public authority nor to the public. Such purchaser or other interested party is given notice that the maintenance of the commons and county roads, where deemed necessary by the Association, and of other designated areas and facilities, called common areas, and the payment for security guards and patrols, if any, garbage pick-up, and other conveniences deemed necessary and requisite to the pleasure, comfort, security and enjoyment of the owners, will be provided for through an assessment or assessments, as the case may be, to be levied against each and every tract that will benefit from the use of common areas and common facilities, such determination to be made by the Association. Determination of pro-rata assessment will be on a tract basis.

Section 2. Owner's Agreement of Authority.

Each owner of a property agrees that the Association, existing under the laws of the State of Texas, has the authority, and in consideration of the necessity of such an authority, to administer the funds and attend to the management and maintenance of all common areas, services, and facilities. Each owner also grants and gives unto the Association, its successors and assigns, the authority to levy and collect assessments as necessary, and to expend funds as necessary, subject to the requirements as set forth, for the purpose of the maintenance of all facilities and areas and services described.

Section 3. Commons.

Designated common areas may be used for any purpose required or deemed by the Association advantageous to the owners. Such purposes include, but are not be limited to, the installation of utilities and dedication of such easements and rights of way as deemed necessary by the Association. Such dedications may be made upon a plat or

by separate instrument in writing and such dedication may be made at the discretion of the Association at anytime, present or future. The Association may allow the installation of any main or service extensions in commons by letter to or formal agreement with the utility company or may allow installation of service lines from main to dwelling or outlets by oral approval. Any such installations made will be considered approved if the Association has not ordered such installation halted prior to completion.

Commons may be of several categories:

- a. Dedicated commons are those commons owned or to be owned by the Association through dedication upon the plat or by separate dedication by other recorded instruments of conveyance.
- b. Easements as commons for community use by the owners are those commons dedicated upon and across various tracts shown as easements or commons on the plats or as cited in separate instruments of record or to be placed of record.
- c. Specific commons or limited commons are those commons or easements or licenses limited to a common area servicing a specific area in the project including without limitation water supply commons.

#### Section 4. Effective Date.

Levies may be made and begun at an appropriate time as will be determined by the Association. Actions may be made to affect, at different times, any sections or tracts, and levies for maintenance of various areas may be made or begun at different dates, and are not required to be made simultaneously. When such determination is made by the Association, notice will be given to the owners of properties affected and all owners would then be required to pay assessments to the Association.

#### Section 5. Handling of Funds.

- a. Itemization of Funds.

All funds collected by the Association for maintenance and services of commons will be kept in a special bank account or savings account to be used only for the purposes stated, and an itemized account of all receipts and disbursements will be provided annually to all property owners.

- b. Auditing of Funds.

If, at any time, the owners of fifty-one percent (51%) or more of the tracts affected by an assessment desire that the fund so established and the books and records pertaining thereto be audited, then the owners may, by affixing their signatures to a petition, cause this audit to be made by delivery of the petition to the president of the Association. This petition will cite the account by its proper identification and shall stipulate the name of a certified public accountant who shall conduct the audit and the date that these records shall be made available to the accountant. The Association will then be compelled to make such records available to the named certified public accountant and will be authorized to pay to

the accountant, reasonable accounting fees for the audit from the funds of the account audited.

Section 6. Establishment of Amount.

The Association, in initially setting the monthly levy or assessment for any purpose stated herein, will do so on an estimated basis determined by a study of the requirements of the purposes. The amount so levied may be changed from time to time as necessary to pay the allowed expenses as herein set forth. Should the assessment prove to be more than needed for such purposes, then the Association may reduce said levy accordingly or carry forward such excess to be used to decrease the amount of future assessments.

Section 7. Special Assessments.

The Association will have the right, privilege, and powers to levy special assessments as may become necessary for purposes as required and authorized. Special assessments will be made on the same pro-rata basis as hereinabove set forth and paid to the Association as prescribed by the Association. Upon the approval of the owners of fifty-one percent (51%) of the tracts subject to any special assessment, such special assessments could be made for the purpose of the construction or reconstruction of any desired improvements in the common areas for the use and benefit of owners of all of the tracts subject to such special assessment.

Section 8. Discounts, Penalties, and Collection.

The Association will have the sole responsibility and authority to collect all assessments. Assessments will be levied on a monthly basis and the Association will have the power to allow certain reasonable discounts to owners paying assessments semi-annually or annually in advance. The Association will have the power to add to such assessments appropriate and reasonable penalties against owners for delinquency in payment of assessments, as well as the other remedies set forth herein.

Section 9. Delinquency.

Any owner being delinquent in the payment of any assessment will have filed against his property a lien for such assessment plus any penalties and costs. This lien shall remain in effect until all past due assessments, penalties, and costs have been paid or satisfied.

Section 10. Enforcement of Liens.

Each lien established by the Association pursuant to the provisions of this instrument may be enforced by recording with the Bell County Clerk a notice of delinquency and lien upon the property and may be foreclosed in the same manner as provided for the non-judicial foreclosure of a mortgage upon real property under the laws of the State of Texas. If the Board so directs, the lien may instead be enforced thorough judicial foreclosure should the Board determine that such a method is appropriate in the sole and reasonable discretion of the Board. In any action to foreclose any such lien, the Association shall be entitled to costs including reasonable attorney's fees and other allowed costs and penalties. The Association may employ any other process available under the law for collection.

Section 11. Reservation of Liens.

The Association does reserve unto itself, establish and impose upon the property a lien securing each assessment imposed or to be imposed, or in any way provided for herein, and further securing any costs, interest, or penalties including attorney's and expert's fees, subject only to any limitations and provisions in this instrument.

Section 12. Order of Liens.

Each and every assessment and lien, together with any costs, penalties, or interest related thereto, established, reserved, or imposed under this instrument and authority shall be subordinate to any prior, recorded, valid, bona fide mortgage or trust deed (and the lien or title) which has been given in good faith and for value on any interest covered by this instrument and authority. Any subsequent owner of any property so covered, purchased at foreclosure or otherwise, shall be bound by restrictions, conditions, covenants, reservations, assessments, and liens set out in this instrument, excluding any assessment or lien arising prior to a foreclosure sale brought about by a lender under any valid, bona fide mortgage or trust deed. A valid, bona fide mortgage or trust deed for purposes of this document is one given for funds applied to the purchase of, or improvements of, the property upon which the lien is created.

**ARTICLE IX**  
**ADOPTION OF RULES AND REGULATIONS**

Section 1. Use of Commons and Facilities.

Rules and regulations governing the use of all commons and facilities will be made and enforced by the Association to ensure the best and mutual enjoyment of all owners and their guests. Any owner who fails to pay assessments or fails to comply with any requirements or rules and regulations governing the use of said commons and facilities will be denied their use. These rules and regulations will include, but not be limited to, rules concerning guest privileges to use of commons and any recreation facilities; speed limits on roads, type of vehicles on roads and other commons; control of noise; use of irrigation water, channels or canals; use of any lakes, ponds or streams within the commons; and use of water from a limited commons.

Section 2. River Ridge Ranch Rules.

In addition to the rights set out in Section 1 above, the Board shall have the right to make, establish, and promulgate, and in its discretion to amend, repeal, or re-enact, such River Ridge Ranch Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

**ARTICLE X**  
**LAW ENFORCEMENT AND ROADS**

Section 1. Traffic Law.

Notwithstanding the fact that vehicular access and the commons in this development are not dedicated to the public (as opposed to the owners), it is stipulated that Bell County Commissioners Court or other public governing body will have the full authority to establish speed limits or other traffic laws and rules, and penalties for violation thereof, upon the roads, and the law enforcement officers of the County or of the State of Texas or any other official body having such authority, may enter this development to enforce laws the same as if the access commons were public roads.

Section 2. Law Enforcement Access.

Notwithstanding the fact that commons in the development are private and dedicated and made available only to the owners within the development, it is stipulated that any law enforcement officer, (city, county, state, or federal) is authorized to enter the development for all purposes just as though the development commons were dedicated to the public, and every law enforcement officer will have the same rights, privileges, and duties within the boundaries of this development as he would have in any development where the roads and other commons and facilities were dedicated to the public.

Section 3. Private Roads.

River Ridge Ranch is a private development with private roads. These roads must be maintained, improved and repaired by the owners. Bell County will not accept the roads in a private development for maintenance. The Association will assess dues and fees for these purposes.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1. Covenants, Bylaws, and Rules.

a. Right of Enforcement.

The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The Association shall have the right to enforce, by proceeding at law or in equity, all reservations, liens, assessments, and charges imposed by the Declaration. Failure by the Association or by any owner to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

b. Right to Levy Fines.

The Board shall have the authority to levy fines, not to exceed \$50.00 per violation per day, against an owner who violates one or more of the River Ridge Ranch Restrictions as defined herein. The Board shall implement a schedule of fines, procedure for notice of violations, implementation of fines, and appeal to the Board of any fine levied against an owner. Failure of an owner to pay any fines may result in the suspension of an owner's rights to use the Association common areas and the loss of the rights of a member of the Association,

including the right to vote and to serve as an officer of the Association. The payment of such fines may be enforced in the same manner as the payment of delinquent assessments, including the filing of a lien against the property, except that the Association may not enforce the lien for fines only through foreclosure.

Section 2. Invalidation.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments.

Covenants and restrictions of this declaration may be amended by duly recording an instrument with the Bell County Clerk executed and acknowledged as approved by the Board by not less than seventy-five percent (75%) of the tracts set forth on ballots received by the deadline. All votes will be as prescribed in Article VI.

Section 4. Prior Lien.

No breach of any of the conditions herein contained by reason of such breach shall defeat or render invalid the prior lien of any mortgage made in good faith and for value as to the development or any tract; provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration of Covenants.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member for a period of twenty-five (25) years from the date recording of the original Declaration and thereafter shall continue in effect for additional, successive, and recurring periods of ten (10) years unless they are canceled or amended by written vote by the then owners of at least seventy-five percent (75%) of the tracts in the development as set forth herein under Article VI and elsewhere.

Section 6. Notice.

In all instances where notice is required, notice will have been given upon depositing notice in the United States mail, proper postage prepaid, addressed to the last known address of such person or party according to the records of the Association.

IN WITNESS WHEREOF THE ASSOCIATION EXECUTED THIS Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of River Ridge Ranch, this \_\_\_\_\_ day of \_\_\_\_\_ .

RIVER RIDGE RANCH PROPERTY OWNERS ASSOCIATION

\_\_\_\_\_  
President

STATE OF TEXAS

COUNTY OF BELL

ACKNOWLEDGMENT

This SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER RIDGE RANCH was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ by the President of River Ridge Ranch Property Owners Association.

My Commission Expires.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name of Notary

**CONSENT OF PROPERTY OWNERS**

On behalf of the Board of the River Ridge Ranch Property Owners Association and the owners of the property contained in River Ridge Ranch, this is to confirm that pursuant to the requirements of the several Declarations of Covenants, Conditions and Restrictions for River Ridge Ranch Sections I-V, an election has been duly conducted to consider amendment and consolidation of all of said Declarations of Covenants Conditions and Restrictions in any manner applicable to River Ridge Ranch and that the owners of at least 75% of all of the tracts subject to such Declarations have approved the Consolidation and Amendment of the same into the foregoing Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of River Ridge Ranch and authorized the President of the Board to execute the same on behalf of the Association and the owners of River Ridge Ranch and by my signature the owners do join in the execution of this Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of River Ridge Ranch.

\_\_\_\_\_  
President of the Board of Directors of  
River Ridge Ranch Owners Association, Inc.

**ACKNOWLEDGMENT**

This SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER RIDGE RANCH was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, President of River Ridge Ranch Property Owners Association.

My Commission Expires.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name of Notary