

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

RIVER ROCK RANCH
A PLANNED UNIT DEVELOPMENT

BEXAR COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF BEXAR §

This Amendment to Declaration of Covenants, Conditions, and Restrictions of River Rock Ranch PUD, is made this 15 day of December, 2009, by GREEN LAND VENTURES, LTD., a Texas limited partnership ("Declarant"), and PROPERTY OWNERS ASSOCIATION OF RIVER ROCK RANCH, INC., a Texas non-profit corporation (the "Association").

RECITALS:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions of River Rock Ranch (the "Declaration") recorded in Book 13338, Page 0785, Real Property Records of Bexar County, Texas, covering the planned community located in Bexar County, Texas, described in plat recorded in Book 9581, Pages 185-190, of the Deed and Plat Records of Bexar County (the "Property"); and

WHEREAS, Declarant and the Association desire to amend Section 3.32 of the Declaration as hereinafter provided; and

WHEREAS, this Amendment has been approved by Declarant; and

WHEREAS, the undersigned President and Secretary of the Association hereby certify that this Amendment has been approved by sixty-seven percent (67%) of all Members entitled to cast a vote pursuant to Section 5.5 of the Declaration;

AMENDMENT:

NOW, THEREFORE, Declarant and the Association agree that Section 3.32 of the Declaration is hereby amended and changed so that the same shall hereafter be and read as follows:

Maintenance.

3.32. the Owners of all Lots shall at all times keep weeds, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner; provided, however, that no tree measuring four inches (4) or more in diameter, measured twelve inches (12) above the ground, shall be removed or cut without the written approval of the Architectural Control Committee. The purpose of this requirement is to save trees, and it is mandatory that all trees that can be saved are saved. Lot Owners shall also be required to provide and allow safe and adequate drainage within and across their Lot to include appropriate and adequate provisions when building, maintaining or constructing fences, walks, landscaping, swimming pools, decks, patio additions

or extensions or any other potential obstruction which would divert, impede or cause to back up run off water.

The drying of clothes in public view from streets, and storage of firewood and yard equipment or other equipment in public view from streets is likewise prohibited. Each Owner or occupant of a Lot with a rear yard visible from a street desiring to dry clothing outside, or to store firewood, yard equipment, or other equipment outside shall construct and maintain a form of enclosure approved by the Architectural Control Committee suitable to screen such activity and storage from view from streets. Until a Living Unit is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this Covenant.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant, the Association, or their agents may enter upon said Lot without liability to the Owner or any occupants, in trespass or otherwise, and take such action as may be reasonably necessary to correct such defect or cure such default to secure compliance with this Declaration and/or place said Lot in a more neat, attractive, healthful and sanitary condition. In such event, the Owner or occupant of such Lot shall be subject to a reasonable administrative charge, actual costs of any work performed, and any reasonable attorneys fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement and charges immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the other provisions of this Declaration.

PROVIDED FURTHER, that the said Declaration of Covenants, Conditions, and Restrictions for River Rock Ranch P.U.D. shall in all respects remain in full force and effect as heretofore and hereby amended.

EXECUTED EFFECTIVE THE ____ day of _____, 2009

DECLARANT:

GREENLAND VENTURES LTD., a Texas limited partnership

BY: D. Green Land Co.,
a Texas corporation, its General Partner

BY: 
Dana Green, President

ASSOCIATION:

PROPERTY OWNERS ASSOCIATION OF RIVER ROCK RANCH, INC.

By: 
DANA GREEN, President

By: _____
DANA GREEN, Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 4th day of January, 200¹⁰~~8~~, by Dana Green, as President of D. Green Land Co., a Texas Corporation, General Partner of Greenland Ventures, Ltd., a Texas Limited Partnership, for and on behalf of said limited partnership, and as President and Secretary of the Property Owners Association of River Rock Ranch, Inc.

Rita A. Rankin
Notary Public, State of Texas

