

AMENDMENT and RESTATEMENT OF RESTRICTIVE COVENANTS FOR GUADALUPE RIVER ESTATES, INC. a/k/a RIVERWOOD

WHEREAS, Guadalupe River Estates, Inc. ("Declarant"), developed the Guadalupe River Estates Subdivision; and,

WHEREAS, the plat of Guadalupe River Estates is recorded in Volume 5, Page 169 of the Map and Plat Records of Comal county, Texas; and,

WHEREAS, Declarant imposed certain restrictive covenants and restrictions upon GUADALUPE RIVER ESTATES by instrument entitled "Restrictive Covenants for Guadalupe River Estates, Inc.", recorded under Clerk's Document No. 200106033140, in the Official Public Records of Comal County, Texas ("Restrictions"); and,

WHEREAS, Paragraph 24 of the Restrictions, allows the Restrictions to be amended by a vote of owners of 51% of the Lots in Guadalupe River Estates; and

WHEREAS, the Lot Owners voted and the owners of more than 51% of the Lots voted to amend and restate the Restrictions as set forth here.

NOW THEREFORE, premises considered, the Restrictions for Guadalupe River Estates, Inc. a/k/a Riverwood are hereby amended and restated to read as follows:

GUADALUPE RIVER ESTATES, INC. a Texas business corporation, owner of the lands and premises hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development, which it has adopted for such lands and premises, does hereby covenant and provide that GUADALUPE RIVER ESTATES, INC., as well as its successors and assigns, and all parties holding title by, through and under it, shall hereafter have and hold title to the following described lands and premises, to wit:

GUADALUPE RIVER ESTATES, as per the map or plat thereof recorded in Volume 5, Pages 169, of the Map and Plat Records of Comal County, Texas.

The subdivision is also known as Riverwood and the term "Riverwood" as used herein shall also be GUADALUPE RIVER ESTATES.

1. LOT USE: All of the lots in GUADALUPE RIVER ESTATES, shall be used for residential purposes only, and shall not be used or occupied for trade or business of any kind. This includes but not limited to auto parts/repair, vacation rentals, Bed & Breakfast, or beauty salons. Home Offices are permitted provided resident lives permanently on-site. A residence may be rented so long as the term of such is a

written lease which is no less than twelve consecutive months and the Lot Owner provides the Association with contact information for such renter. Overnight rentals, weekend rentals and similar types leases are not allowed. As used herein, the term "Lot" shall mean any tract or lot designated as such on the above-referenced plat of, GUADALUPE RIVER ESTATES together with any other common areas, parks or other property described on the above-referenced plat recorded in Volume 5, Page 169 of the map and plat records of Comal County, Texas.

- 2. <u>RESUBDIVIDING OF LOTS:</u> No lot shall be re-subdivided or lot lines changed without permission in writing from GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC.
- 3. SINGLE FAMILY RESIDENCE: No more than one single-family residence and its outbuildings shall be erected upon any lot. All residences constructed after the date of the recording of these Restated and Amended Restrictions must have a minimum of ONE THOUSAND EIGHT-HUNDRED (1,800) SQUARE FEET-of heated, living area exclusive of open porches, breezeways, carport, and/or garages. Either frame or rock construction is permitted, provided at least SIXTY PERCENT (60%) of construction is brick, stone, or stucco. All buildings must be completed not later than (6) months after laying foundation, and no garage or other structure may be built except simultaneously with or subsequent to erection of a permanent residence. Guesthouses may be constructed to the rear of the completed residence. If used for residential rental purposes the term of such lease shall be no less than twelve consecutive months and the Owner provides the Association with lease and contact information for such renter. Overnight rentals, weekend rentals and similar type leases are not allowed.

All houses must have a garage or carport, and the garage must contain a minimum of **THREE HUNDRED (300) SQUARE FEET**. All carports must be attached to the residence. All garages may either be attached to the residence or detached from the residence. If the garage is detached, it shall be constructed of the same or similar materials and the same or similar color as the house so that such detached garage will match and be compatible with the house. The detached garage must also meet the construction requirement of sixty percent (60%) brick, stone or stucco. Construction must begin within three (3) months after the approval of the construction plan by the Architectural Control Committee. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint, and the exterior and roofs of all buildings are completed.

No trailer, recreational vehicle, tent, shack, shipping containers, garage, barn, outbuilding, mobile home or trailer house shall be used as a residence at any time. For recreational purposes, recreational vehicles, tents, and RV/trailers may be used for recreational purposes only for a maximum of seven (7) consecutive days. Longer periods will require written approval from the Architectural Control Committee in advance. No unoccupied tents, trailers, or recreational vehicles will be parked on any

unimproved Lot. No existing structure of any form shall be moved on to any lot without the specific written consent of the Architectural Control Committee.

NO house, residence, structure, or improvements that include shipping containers, Prefabricated/modular homes, or other dwellings that are deemed unsuitable by the Architectural Control Committee which are not built or constructed onsite shall be placed or allowed to remain on any Lot.

The term "dwelling", "main dwelling" and "guest/servants house" does not include either industrialized housing, double wide, triple wide or manufactured homes, single wide mobile homes, or prefab houses regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. As used herein, "Manufactured home" includes but is not limited to, any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, Vernon's Texas Civil Statutes.

4. <u>ARCHITECTURAL CONTROL COMMITTEE:</u> There shall be created herein an Architectural Control Committee (hereafter referred to as the ACC), which shall be composed of 7 members.

A majority of the Committee may designate a member to act in its behalf. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. At any time after January 1, 1982, a majority of the lot owners in GUADALUPE RIVER ESTATES may change the membership of the Committee or may withdraw or restore to the Committee any of the power and duties.

The Committee's approval or disapproval required in the covenants shall be in writing. The ACC shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction contained in these restrictive covenants where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the Subdivision. The Waiver shall be in writing and signed by a majority of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect, and purpose of these restrictive covenants. No building shall be erected, placed or altered on any lot until the construction plans and specifications with a plat showing the location of the structure located on said lot have been approved by the ACC as to quality of workmanship, materials, and harmony of external designs with respect to topography, and finish grade elevation. The Committee shall retain all plans, specifications and plats.

In the event the ACC or its designated representative fails to approve or disapprove the plat, plans and specifications within forty-five (45) days after submission of the above to it or in any event, if no suit to enjoin the construction has been commenced or notice of fines given prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with. No existing structure or new structure shall be altered without the written consent of the ACC and/or the Board.

5. <u>SET-BACK LINES:</u> No building or other structure shall be erected nearer than ONE HUNDRED FEET (100') from any street nor closer than TEN FEET (10') from any property line on the following lots: 34, 35, and 36. No building or other structure shall be erected nearer than ONE HUNDRED FEET (100') from any street, nor closer than FIFTEEN FEET (15') from any property line, on the following lots: 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, and 71.

No building or other structure shall be erected nearer than TWENTY-FIVE FEET (25') from any street nor closer than FIFTEEN FEET (15') from any property line on the following lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 73, 74, 75, 76, 92, 93, 94, and 95.

No building or other structure shall be erected nearer than SEVENTY-FIVE FEET (75') from any street nor closer than FIFTEEN FEET (15') from any property line on the following lots: 72, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, and 157.

- 6. FENCES OR WALLS: No fences or walls taller than SIX FEET (6') shall be erected, placed or altered on any Lot, nor nearer to any street than the county road easement, unless approved by the ACC. All fences must be maintained in a structurally sound and architecturally pleasing condition, as determined by ACC. Any swimming pool must be securely fenced.
- 7. **BUILDING HEIGHT:** No building shall exceed the lesser of TWO and ONE-HALF (2 ½) STORIES or THIRTY-FIVE (35') in height measured from the lowest point of the natural ground under the building prior to alterations to the soil, without approval of the ACC.
- 8. <u>ENCLOSURE OF FOUNDATION</u>: The foundation of any structure must be enclosed at the perimeter with masonry or wood construction, which is in harmony with the remainder of the main dwelling.

- 9. OUTSIDE TOILETS AND SEPTIC TANKS: No outside toilets (including portable toilets-except on Lot construction site and that are being maintained by Builder) shall be installed or maintained on any premises, and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Department of Health. The drainage of septic tank into any road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.
- 10. MINIMUM WIND LOADS: All improvements constructed shall be of a design and quality of construction to withstand the minimum wind loads set forth in the Southern Standard Building Code, so as not to cause undue hazard to neighboring structures.
- 11. MAINTENANCE AND CONDITION OF PROPERTY: No tract/Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No odors shall be permitted to arise therefrom so as to render such Lot/tract or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. The Board shall determine whether a lot is unsanitary, unsightly, offensive or detrimental, in its sole discretion. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. In the event property owners fail to keep their property clear of weeds and rubbish, which, in the board's sole opinion causes such tract or tracts to become objectionable, GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., may clean or have cleaned such tract or tracts, and the cost of cleaning such tract or tracts shall result in a lien on such property. No storage of any material shall be allowed except during construction of a residence.

12.LIVESTOCK, SWINE, FOWL, POULTRY, AND DOMESTIC ANIMALS: Other than common household pets such as dogs, cats, small birds and fish, no livestock or other animals may be kept or raised on any portion of Riverwood except that horses, cows, sheep and goats may be permitted within Riverwood but shall be limited to one (1) animal unit per three (3) acres owed, provided that such three (3) acres are contiguous and a part of such three (3) acres is being occupied as a residence at the time such permitted livestock are raised or kept thereon. One animal unit for this purpose is defined as one (1) horse or one mare and foal pair, or one bovine or cow and calf pair, three (3) sheep, or three (3) goats. Residents may have up to, but not to exceed 6 hens (NO roosters) on 2+ acres of land, provided provisions listed below are met. No swine or other fowl, may be kept or raised on any part of Riverwood, to the extent livestock is permitted on any portion of Riverwood pursuant to this paragraph, the area within which livestock is being kept or raised must be adequately fenced to contain such livestock, and such property shall be kept in a clean, neat and sanitary condition. No livestock shall be kept or maintained upon any vacant or unoccupied lot. Dogs, cats or other typical and common household pets may be kept in Riverwood, provided they are maintained in accordance with Comal County restrictions, and they are not kept, bred or maintained for any commercial purposes.

- 13. FIREARMS AND FIREWORKS: No firearms of any kind shall be discharged on property at any time. No fireworks of any kind shall be discharged on property at any time, with the exception of New Year's Eve and July 4th celebrations allowing for the day prior to and one day after those dates.
- 14. <u>AIRCRAFT</u>: No aircraft including drones shall be launched from or may land on any portion of a Lot in Riverwood. The only exception would be Emergency (911) Or Police Helicopter.
- 15. TRUCKS AND MACHINERY: No tractor-trailer type trucks, dump trucks or other similar large commercial-type trucks, construction machinery, equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction or improvements on such Lots. (Exception is the moving in or out of Residence on the Lot.)
- 16. NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No part of any Lot shall be used for the sale, display, or storage of junk, or used automobiles. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavation or shafts be permitted upon or in any lot.
- 17. ANNUAL MANDATORY MAINTENANCE FEE: An assessment fee per year per lot shall run against each Owner and Lot for the maintenance and improvement of park and recreation areas and the expenses of GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., according to the rules and regulations of GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. Such assessments shall be payable to GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. or such other persons or entities as GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., may designate by instrument filed of record in the Office of the County Clerk of Comal County, Texas. Annual assessments will be collected on a calendar year basis. Assessments will be considered delinquent if not paid within thirty (30) days of the due date. In the event of default in the payment of such assessments, the Owner of the Lot is obligated to pay a late fee of 10% of the annual fee, from the due date thereof, together with all costs and expenses of collection, including attorney's fees. All sums assessed in the manner herein provided for, but unpaid, together with interest and the cost of collection, become a continuing lien and a charge on the Lot covered by such assessment, which will bind and be a continuing charge upon such tract. This lien will be superior to all other liens and charges against the Lot except for tax liens and liens for purchase money and/or construction costs. The board may vote to increase the annual fee by no more than 10% per year. Written approval from the Owners of

- fifty-one percent (51%) or more of the Lots in Riverwood is required for an increase above ten percent (10%).
- 18. <u>SIGNS</u>: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than FIVE (5) SQUARE FEET advertising the property for sale or rent.
- 19. <u>INTERSECTIONS:</u> No fence, shrub or tree that is over THREE FEET (3') in height shall be permitted to obstruct vision at any road intersection.
- 20. <u>PARKING:</u> No tractor-trailer trucks, vans, trailers, boats or any vehicle other than passenger cars will be permitted to park on streets or on drives in front of residences for longer than a TWENTY-FOUR (24) HOUR PERIOD.
- 21. TRAILERS (UNINHABITATED): Trailers, such as camper trailers (Uninhabited), horse trailers, stock trailers, boat trailers, etc., will be permitted on the premises so long as they are parked on the back or side (when space in back is not sufficient) of the permanent dwelling and only after the permanent dwelling is erected.
- 22. <u>ABANDONED OR INOPERATIVE VEHICLES</u>: Abandoned vehicles or inoperative vehicles must not remain on any lot for a period of more than TEN (10) DAYS.
- 23. EASEMENT OR RIGHT-OF-WAY: GUADALUPE RIVER ESTATES INC., reserves to itself, its successors and assigns, an easement or right-of-way over a strip of land TEN FEET (10') wide along the sides, front and rear boundary lines of the lot or lots conveyed for the purpose of installation or maintenance of public or private utilities, including, but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenances to the supply lines therefore, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation on the part of GUADALUPE RIVER ESTATES INC. to supply such service.
- 24. ENFORCEMENT OF RESTRICTIONS: GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., its successors or assigns, shall be under no obligation to enforce the restrictions contained herein or any modifications thereof but shall have the right to do so at its election. In the event of any violation or any attempt to violate any of the covenants set forth herein, it shall be lawful for any person or persons then owning any of the lots in GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation. In addition, the board may establish fines for violations

of the restrictions and may sue the Lot Owner for any assessments, fines, penalties, interest or other amounts due. All amounts due shall be a lien against the Lot and may be enforced or foreclosed on in the same manner and/or at the same time as the assessments.

- 25.COVENANTS TO RUN WITH THE LAND: All covenants and restrictions contained herein are to run with each Lot (as that term is defined herein) and shall be binding on any Owner, party or other person owning all or any portion of an interest in a Lot and each of such Owner's successors, assigns, heirs and personal representatives for a period of ten (10) years from the date these covenants are original recorded (June 22, 1977), after which time the covenants shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by the Owners of fifty-one percent (51%) of the Lots within Riverwood has been recorded agreeing to change said covenants in whole or in part with the changes set out. The covenants, agreements, conditions, reservations, restrictions and changes created and established herein for the benefit of said GUADALUPE RIVER ESTATES INC. may be waived abandoned terminated, modified and altered or changed as to the whole of said GUADALUPE RIVER ESTATES, INC. or any portion thereof with the written consent of the Owners of Fifty-one percent (51%) of the Lots in GUADALUPE RIVER ESTATES POA, INC. Such waiver abandonment, termination modification or alteration must be executed and recorded in the Office of the County Clerk of Comal County, Texas.
- 26. <u>INVALIDATION OF COVENANTS</u>: Invalidation of the foregoing covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Any violations of these restrictions shall not defeat the lien on any lot or lots in said GUADALUPE RIVER ESTATES, placed thereon in good faith and being purchased in good faith.
- 27. PARK AND RECREATION AREAS: Park and recreation areas are for the sole and exclusive use of the Owners of Lots within Riverwood. and their authorized guests. Unaccompanied guests must have signed written permission from the property owner in their possession while using the Riverwood park and recreation areas. The permission letter must contain the property Owner's phone number and current date. Property owners are responsible for the conduct of their guests. The park pavilion may be reserved by, contacting any officer of the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIAITON, INC.
- 28. CREATION OF LIEN AND PERSONAL OBLIGATION: In order to secure the payment of the assessments, fees, fines and other charges hereby levied, each Owner of a Lot in the GUADALUPE RIVER ESTATES, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Section 51 of the Texas Property Code (and any successor statute) and Section 209 of the Texas Property Code (and any successor statute) and each such owner hereby expressly grants the Association a power of sale in connection with such statute. The

Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of Sections 51 and 209 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Comal County, Texas. In the event that the Association has determined to non-judicially foreclose the lien pursuant to the provisions of said Section 51 and 209 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any foreclosure sale as may be required by the Texas Property further notice of Code as then amended, and shall convey such Lot to the highest bidder for cash by Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Subject to Section 209 of the Texas Property Code, following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. In the event of non-payment by any Owner of any assessment, fee or other charge levied hereunder, the Association may, in addition to foreclosing the lien and exercising the remedies provided, upon ten (10) days prior written notice to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section to comply with the provisions of Section 51 and 209 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of Section 51 or 209 of the Texas Property code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Real Property Records of Comal County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51 or 209 of the Texas Property Code.

29. AMENDMENT AND SUPERCEDING OF PREVIOUS RESTRICTIVE COVENANTS ON LOTS: By virtue of a certain Declaration of Covenants, Conditions and Restrictions for Guadalupe River Estates Subdivision recorded in Volume 253, Page 684 in the Deed Records of Comal County, Texas, amended by Documents recorded under Comal County Document Nos. 9706012340 and 9906034647, both recorded in the Official Records of Comal County, Texas (such original Declaration and Amendments herein referred to as the "Previous

Restrictions"), certain covenants, conditions and restrictions were imposed upon each Lot. The purpose of this document is to amend, modify, replace and super cede the Previous Restrictions, Accordingly, the Previous Restrictions are restated in their amended form to the end that this document sets forth each and every one of the restrictive covenants previously imposed upon the Lots. All of the Previous Restrictions shall be super ceded by this document.

The written consent and approval of the Owners of the Lots who have approved this document shall be kept with the records of the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. The Owners of fifty-one percent (51%) or more of the Lots have, by voting for such restatement and amendment, authorized the directors and officers of the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. to execute this document without the necessity of each lot signature hereto. According, the following signatures are of all the directors and all of the officers of the GUADALUPE RIVER ESTATES PROPERTY OWE\NERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned, being the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS and OFFICERS, has hereunto set its hand effective the 6th day of December, 2017.

GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS

RONNIE SMITH, Director

RONNIE SMITH, Director

BRIAN JONES, Director

DONNA MORRISON, Director

MATT TYYKILA Director

	GUADALUPE RIVER ESTATES PROPERTY				
O	WNERS ASSOCIATION OFFICERS				
В	y:				
	EDDIE READ, President				
В					
	TERRY GRIFFITH, Vice President				
В	Y. Suzane Irda				
	SUZANNE TODD, Secretary				
В	v. Meruld Medler				
-	GERALD RODRIGUEZ, Treasurer				
	,				
THE STATE OF TEXAS *					
COUNTY OF (OMAC *					
This instrument was calmor	wledged before me on the 6 day of				
DECEMBER, 201	7, by RONNIE SMITH, Director of the				
GUADALUPE RIVER ESTATES PRO	OPERTY OWNERS ASSOCIATION, INC., in the				
capacity therein stated, on behalf of said	d Association.				
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MONIQUE HORCASITAS NOTARY PUBLIC - STATE OF TEXAS	Mongue Horcastas NOTARY PUBLIC, STATE OF TEXAS				
ID # 13043492-0 My Commission Expires 11-09-2019	NOTART FUBLIC, STATE OF TEXAS				
THE STATE OF TEXAS *					
county of <u>Comal</u> *					
This instrument was acknown	wledged before me on the day of				
DECEMBER, 201	7, by BRIAN JONES, Director of the				
GUADALUPE RIVER ESTATES PRO capacity therein stated, on behalf of said	OPERTY OWNERS ASSOCIATION, INC., in the				
	u Association.				
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My Commission Control					

THE STATE OF TEXAS COUNTY OF COMPC

This instrument was acknowledged before me on the <u>U</u> day of <u>DECEMBER</u>, 2017, by DONNA MORRISON, <u>Director</u> of the <u>GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION</u>, INC., in the capacity therein stated, on behalf of said Association.



M Duque Honcastas
NOTARY PUBLIC, STATE OF TEXAS

This instrument was acknowledged before me on the day of DECEYNGER, 2017, by MATT TYYKILA, Director of the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., in the capacity therein stated, on behalf of said Association.



Monique Horcasitas NOTARY PUBLIC, STATE OF TEXAS

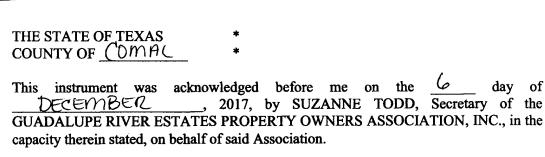
THE STATE OF TEXAS COUNTY OF ('OM)

This instrument was acknowledged before me on the day of DECEMBER, 2017, by EDDIE READ, President of the GUADALUPE RIVER ESTATES PROPERTY OWNERS ASSOCIATION, INC., in the capacity therein stated, on behalf of said Association.



Mongue Honcasitas NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS COUNTY OF (MAL	*	
DECEMBER	acknowledged before me on the <u>6</u> day day, 2017, by TERRY GRIFFITH, Vice President of the ES PROPERTY OWNERS ASSOCIATION, INC., in the following states as the said Association.	
MONIQUE HORCASITAS NOTARY PUBLIC - STATE OF TEXAS ID # 13043492-0 My Commission Expires 11-09-2019	Mongue Horcastas NOTARY PUBLIC, STATE OF TEXAS	<u>-</u>





Monique Honcasitas NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS COUNTY OF (DMA)	*			
This instrument was DECEMPER				
GUADALUPE RIVER ES				

capacity therein stated, on behalf of said Association.



Monique Honcositas NOTARY PUBLIC, STATE OF TEXAS After Recording Return to: KRISTEN QUINNEY PORTER, LLC PO Box 312643 New Braunfels, Texas 78131

Prepared in the Law Office of: KRISTEN QUINNEY PORTER, LLC 755 Loop 337, Suite A New Braunfels, Texas 78130

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/11/2017 03:57:19 PM
CASHONE 14 Page(s)
201706053668

Bobbie Koepp