

20218952

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESERVATION RANCH SUBDIVISION

WHEREAS, Valley Financing, LLC (hereinafter called "Developer"), has established a residential real estate subdivision in Gillespie County, Texas known as Reservation Ranch Subdivision (hereinafter "Subdivision"), consisting of the land platted as Reservation Ranch, platted at Volume 6, Page 114-115, Official Public Records or Gillespie County, Texas.

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement for the Reservation Ranch Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said Subdivision,

NOW, THEREFORE, the Subdivision is subject to the following covenants, conditions and restrictions, as described further herein, to-wit:

1. Covenants Running with the Land. Except as otherwise stated herein, all of these Restrictions shall apply to all Lots in the Subdivision. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any tract or parcel of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of twenty years from the date they are filed for recording in the Official Public Records of Gillespie County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term for three successive periods of ten years each, The record owners of legal title of sixty-seven percent of the votes of the Lots as shown by the Official Public Records of Gillespie County, Texas, may amend or change the said covenants in the whole or part at any time, Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Gillespie County, Texas. Until the Developer has sold the last Lot in the Subdivision, Developer may also unilaterally amend these covenants by filing a written instrument in the Official Public Records of Real Property of Gillespie County, Texas.

2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:

A. Architectural Control Committee and /or ACC - shall mean and refer to the Reservation Ranch Property Owners Association Architectural Control Committee, appointed to review and approve or disapprove plans for construction of improvements.

B. Association – shall mean and refer to Reservation Ranch Property Owners Association, a Texas unincorporated non-profit association.

C. Developer – shall mean and refer to Valley Financing, LLC, its successors and assigns.

D. Lot - shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, purchaser's executor, beneficiaries or assigns.

E. Member – shall mean and refer to each Owner

F. Owner – shall mean and refer to the record owner(s) of a Lot.

3. Permitted Use of Lots. No Lot or improvements erected thereon shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, well houses, and storage sheds. No Lot, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a Lot Owner from telecommuting so long as such use does not result in the Lot having any appearance of a commercial or non-residential use. Leasing of Lots is allowable, provided that the minimum duration of any lease must be at least six months.

4. Architectural Control. There is hereby established an Architectural Control Committee for architectural review. No building may be built, altered, or moved onto on any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall determine if the plans and specifications for any structure on any Lot meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the purposed scheme or plan of development of the Subdivision. Plans and specifications shall, as a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors. The initial Architectural Control Committee shall consist of members who shall be appointed, removed and replaced by Developer. The last sale of the last Lot owned by Developer shall automatically constitute an assignment to the Owners of the Lots of Developer's right to determine the composition of the Architectural Control Committee, and after that time, or after such earlier time as Developer may elect in writing to surrender its rights with respect to the Committee membership, the Owners may elect, remove and replace the members of the Architectural Control Committee by majority vote of those voting a meeting at which a quorum is present. Elected members of the Architectural Control Committee shall each serve a term of three years.

5. Construction of Buildings and Other Structures and Underground Storage. No unpainted structure shall be placed on any Lot for use as an accessory building, unless screened from view by vegetation. No tower of any kind, including without limitation, radio, microwave, cellular telephone and television towers, shall be erected, maintained or permitted on any Lot. No underground storage tanks for the storage of gasoline, diesel fuel, oil or any other petroleum product or any other hazardous substance, shall be permitted upon any Lot.

6. Property Owners Association and Assessments.

6.01 There is hereby created an association of property owners of the lots in the Subdivision, which is established as a Texas unincorporated non-profit association. All Owners shall be mandatory Members of the Association, the governance and affairs of which shall be as set forth

in the Bylaws. Conveyance of ownership in a Lot automatically terminates a person's membership in the Association to the extent based on ownership of that Lot.

6.02 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot conveyed by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for capital improvements or extraordinary expenses, and (3) Capital Contribution Assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual, Special and Capital Contribution Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, as well as the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

6.03 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting recreation, health, safety and welfare of the Members, preserving or enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members. This Section shall not limit the Board of Directors of the Association in its discretionary authority as to spending.

6.04 Basis of Annual Assessment. The Annual Assessment shall be determined by the Board of Directors in the manner provided for herein after determination of current and prospective maintenance costs and repairs and anticipated needs of the Association. The annual assessment for fiscal year 2021 shall be $500.00 per Lot. Any Lot purchased from Declarant shall be subject to a prorated assessment due at closing in an amount equal to the annual assessment multiplied by the percentage of the fiscal year remaining from the date of purchase to the end of that year.

6.05 Special Assessments. In addition to the Annual Assessments provided for above, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, or to finance or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of two-thirds of the votes of the Members at a meeting at which at least majority of the votes of the Members of the Association is present or represented.

6.06 Change in Basis and Maximum of Annual Assessments. For all Annual Assessments accruing after January 1, 2022, the maximum Annual Assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent above that of the previous year shall require approval of two-thirds vote of the Members provided that any such assessment shall have the assent of two-thirds of the votes of the Members at a meeting at which at least majority of the votes of the Members of the Association is present or represented.

6.07 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all Lots as of the date established by the Board. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

6.08 Duties of the Board of Directors. In December of each year, the Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot for the following year. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer or authorized representative of the Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Association, shall be conclusive evidence of payment of any assessment herein stated to have been paid. The Association may charge a reasonable fee for issuing such a certificate.

6.09 Capital Contribution Assessment. In addition to the Annual Assessments provided for in Section 6.04 and the Special Assessments provided for in Section 6.05, there is hereby created an assessment in the amount of $500.00, imposed uniformly against each Lot (referred to in these Restrictions as a "Capital Contribution assessment "). The Capital Contribution Assessment is a one-time charge, payable immediately after each Lot is sold, transferred or conveyed by the Declarant, to be paid at closing by the purchaser of each such Lot. The Capital Contribution Assessment is intended to serve as mechanism to provide the Association with an initial operating fund to assist the Association in meeting its obligations after development of the Properties and is not intended to offset or pay any of the initial expenses of the development of the Subdivision or reimburse the Declarant. Once a Lot has been sold, transferred or conveyed by the Declarant or by a Builder and the Capital Contribution Assessment has been paid by the purchaser, there shall be no subsequent obligation for any Owner to pay such assessment on that Lot, even if a Lot is re-acquired by the Declarant and later resold, it being Declarant's intention that each Lot, shall be subject to a single, one-time Capital Contribution Assessment.

6.10 Effect of Non-Payment of Assessments. If any assessment or other sum due the Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided herein, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within fifteen days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum, or the highest allowed by law, whichever is less, and the Association may bring an action at law against the Owner to pay the same or to foreclose the Association's lien against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including but not limited to a power of sale. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Areas, or non-existence of Common Area. In addition to the foregoing charges for delinquent accounts,

each Owner shall be obligated to pay to the Association all costs of collection incurred by the Association and such reasonable attorney's fees, legal expenses, late charges and collection charges as the Board of Directors may establish or agree to, all of which costs and charges shall also be subject to the liens of the Association.

6.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments.

6.12 Exempt Property. Lots owned by Declarant and all Common Areas are exempt from all assessments.

7. Trailers, campers, and vehicles. Travel trailers, recreational vehicle, camper, tent and/or temporary dwelling may be placed, constructed or maintained on any Lot, only if stored or kept in an enclosed structure or screened by vegetation that conceals them from view from the street. No travel trailer or any structure of temporary character be used as a residence thereon unless it is during the construction of the residence and the Architectural Control Committee or Developer has consented to it in writing. All vehicles shall be parked in a neat and orderly fashion. Any delivery truck, or truck larger than a one-ton pick-up truck, shall be parked out of view from all other Lots except when actively being used, loaded or unloaded. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any Lot. No eighteen-wheel trucks or other large commercial type vehicles will be allowed to park along the roads in the subdivision.

8. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any Lot herein contracted or conveyed, and no single-family residences shall be constructed thereon which contains less than 1,200 square feet of living area, except as otherwise provided herein. Newly manufactured homes, trailer houses, mobile homes and other towable objects similar in nature of not less than 1,200 square feet of air conditioned and heated space are permitted (no such home or object of a used nature shall be permitted). These houses must have their tongues and axles removed, and be permanently attached to permanent foundations. All manufactured homes and similar objects must be skirted with a 100% masonry skirting. Houses in this category must also have a front porch that has been approved by the Architectural Control Committee. Single wide homes are specifically excluded. Any manufactured home moved onto the property must be set-up and finished in compliance with these Restrictions within 90 days of delivery. Park Model will be permitted with the following guidelines. All Park Models must be less than 400 square feet and not older than two years on construction title date. All Park Models must conform to the Recreation Vehicle Industry Association compliance guidelines and be marked and titled as such. There shall be allowed no more than one guest house per Lot, which shall contain not less than 700 square feet in living area, and construction on it may not commence prior to completion of the construction of the main dwelling. Non-conforming structures including

but not limited to converted storage sheds, shipping containers /container homes are not permitted under any circumstance. The exterior of all buildings must be completed within one year of arrival of building materials and commencement of structure.

9. Setback Lines. The minimum depth of the building setback lines from the roads fronting the Lots in Reservation Ranch shall not be less than one hundred feet, and not less than fifty feet from side tract lines, and not less fifty feet from the rear lines. There can be no variations from this paragraph unless said Reservation Ranch Architectural Control Committee, prior to any such construction, grants permission in writing.

10. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities have been or may be granted by Developer on any Lot in the Subdivision. These easements are for the installation and maintenance of poles, wires, and fixtures for electric lines and telephone lines; Developer and/or any utility company providing service to any Lot in the Subdivision may trim or remove any tree which at any time may interfere or threaten to interfere with the maintenance of such lines. Said easements are to also extend along any owner's side and rear property lines.

11. Animals. No feedlots shall be allowed, nor may any Lot be used for the keeping or breeding of any animal for commercial purposes. Household pets shall be maintained in a sanitary and quiet manner. Dogs must be confined or restrained when not on their owner's Lot. No swine is allowed except for those being raised or kept as part of a Future Farmers of America or 4-H project. No poultry or fowl is allowed other than those being raised or kept for personal household use or consumption. Horses, cattle, sheep and goats may be kept and maintained on Lots, but the number of animals is limited to one animal for each acre of land within the Lot. A variance may be requested for increased numbers of livestock. The variance must be in writing and submitted to the Architectural Control Committee. The variance may be granted by the Architectural Control Committee after review and acceptance of a property plan indicating how additional animals would enhance the property and neighboring properties.

12. Sanitation and Sewage. No outside toilets will be permitted. No installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the proper governmental authorities. All state, county, and public health and sanitation statues, rules, ordinance, and regulation must be complied with at all times.

13. Trash and Garbage. No trash, garbage, construction debris, or other refuse may not be dumped or disposed or allowed to remain upon any Lot, vacant or otherwise. No building material of any kind or character shall be placed upon any Lot until the owner is ready and able to commence construction, and then such material shall be placed within the property lines of the Lot. No noxious or undesirable thing or use whatsoever shall be permitted on any Lot. The Architectural Control Committee shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

13. Signs. No sign or advertising device may be displayed on any Lot, except in the event of sales. There may be only one for sale sign of no more than five square feel. The Developer is allowed larger signage. Political signs are allowed within ninety days before and ten days after any election or vote, but must comply with the following restrictions:

Political signs that are displayed must be:
(1) ground-mounted; and,
(2) limited to only one sign for each candidate or ballot item.

Political signs are not permitted if they:
(1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
(2) are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
(3) include the painting of architectural surfaces;
(4) threaten the public health or safety;
(5) are larger than four feet by six feet;
(6) violate a law;
(7) contain language, graphics, or any display that would be offensive to the ordinary person; or,
(8) are accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

14. Subdividing. No Lot may be re-subdivided.

15. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All Lots must be kept in a neat and clean condition. The Architectural Control Committee shall determine noxiousness or undesirability and any decision shall be conclusive on all parties.

16. Voting rights. There shall be two categories of voting rights of owners of Lots. Class A will consist of all owners of all Lots other than Developer. There shall be one vote per Lot for all Class A Lots, regardless of the number of record owners of any Lot. Co-owners shall each be entitled to vote on behalf of their Lot(s), provided, however, that in the event of a disagreement between them, they must resolve their disagreement amongst themselves in order to cast their vote. Class B Lots will be all Lots owned by Developer. There shall be ten votes for each Class B Lot. Sale of any Lot by Developer automatically converts that Lot to a Class A Lot.

17. Severability of all Terms and Provisions. If any term or provision of these restrictions is held invalid, then the remaining terms shall continue to be valid and enforceable. Any failure of the Architectural Control Committee to seek enforcement of any term of the restrictions shall not constitute a waiver of any rights to do so in the future.

18. Enforcement. Developer, Architectural Control Committee and every owner of a Lot in this subdivision shall have the right to prevent the violation of any restriction by injunction or other

lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees. Also, the Architectural Control Committee shall have the right to impose fines of up to $100.00 per day for violations. Payment of all expenses of the Architectural Control Committee, and all fines connected with a violation, plus any attorney's fees incurred by the Architectural Control Committee associated therewith, shall be and is hereby secured by a lien on the Lot of the violator, and to that end a lien in favor of the Architectural Control Committee is hereby established on all Lots on the subdivision.

19. Abatement and Removal Violation. Violation of any restriction or condition or breach of any covenant herein contained gives the Architectural Control Committee, or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal. Any costs or expense incurred in the process of abatement and removal of said violation will be the responsibility of the property owner and payment of same, plus any attorney's fees incurred by the Architectural Control Committee associated therewith, shall be and is hereby secured by a lien on the Lot of the violator, and to that end a lien in favor of the Architectural Control Committee is hereby established on all Lots on the subdivision.

Thus adopted by Developer on this, the 16th day of November, 2021.

VALLEY FINANCING, LLC,
a Texas limited liability company

By: John J. McClelland, Jr,
Its Manager

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, personally appeared John J. McClelland, Jr., Manager of Valley Financing, LLC, being known to me, and acknowledged to me that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

NORMA PRICE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/10/24
NOTARY ID 510082-9

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Valley Financing, LLC
2614 W. Freddy Gonzalez
Edinburg, TX 78539

3470 192/2189826

Filed By and Return To:
Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, TX 78028
GF#_____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
November 19, 2021 01:05:26 PM
FEE: $58.00 LMOOSE **20218952**
DCC

4 pgs
SSE

20228626

222639

Texas Commission on Environmental Quality

SANITARY CONTROL EASEMENT

GRANTOR:

VALLEY FINANCING LLC

GRANTOR'S ADDRESS:

2614 W. Freddy Gonzalez Drive
Edinburg, TX 78539-7351

GRANTEE:

RESERVATION RANCH PWS, LLC

GRANTEE'S ADDRESS:

2614 W. Freddy Gonzalez Drive
Edinburg, TX 78539-7351

PURPOSE, RESTRICTIONS & USES OF EASEMENT

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

PROPERTY SUBJECT TO EASEMENT

The Grantor's property subject to this Easement is described in the documents recorded at Document Number 20205475 of the Official Public Records of Gillespie County, Texas. Specifically, all of that area within a 150-foot radius of the water well located 769.977 feet at a radial of N 12° 21' 05.55" E degrees from the northeast corner of the property in the above-described instrument and as depicted in EXHIBIT "A" of this easement.

TERM

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR By:

Signature for VALLEY FINANCING LLC

John J. McClelland Jr. Manager

Printed Name & Title

10-27-22

Date Signed

After recording, return to:
VEI Consulting Engineers
Attn: Gwen Wells
507 E. Highway Street, Ste. D
Fredericksburg, TX 78624

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 27 day of October, 20 22, by JOHN J. McCLELLAND, Jr., a MANAGER of VALLEY FINANCING LLC, a Texas limited liability company, on behalf of said company.

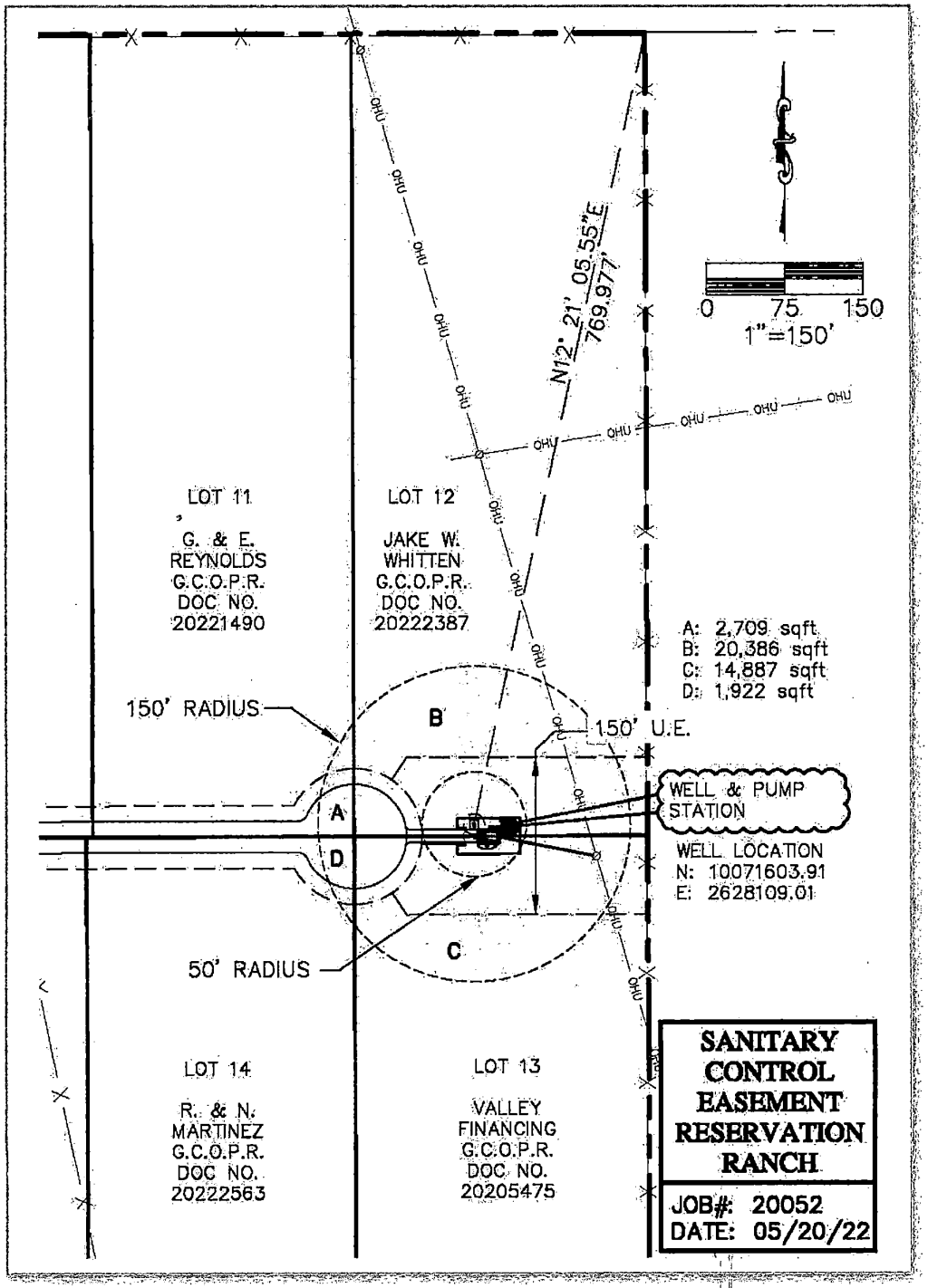
(notary's seal)

SADAF MEHKERI
Notary Public, State of Texas
Comm. Expires 03-08-2026
Notary ID 129698781

Notary Public's Signature

Exhibit "A"

Public Well Location & Sanitary Control Easement



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
December 19, 2022 01:36:53 PM
FEE: $34.00 JCOSTON **20228626**
SSE

3 pgs
DCC

20230586

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

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESERVATION RANCH SUBDIVISION

The Declaration of Covenants, Conditions and Restrictions for Reservation Ranch Subdivision, recorded as Document Number 20218952, Official Public Records of Gillespie County, Texas (the "Declaration") is amended to read as follows:

I.

Paragraph 8 of the Declaration is hereby amended to read as follows:

> 8. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any Lot herein contracted or conveyed, and no single family residences shall be constructed thereon which contains less than 1,200 square feet of living area, except as otherwise provided herein. Newly manufactured homes, trailer houses, mobile homes and other towable objects similar in nature of not less than 1,200 square feet of air conditioned and heated space are permitted (no such home or object of a used nature shall be permitted). These houses must have their tongues and axles removed and be permanently attached to permanent foundations. All manufactured homes and similar objects must be skirted with 100% masonry skirting. Hardie-board is not allowed and will not be approved as skirting for any structure. Houses in this category must also have a front porch that has been approved by the Architectural Control Committee. Single wide homes are specifically excluded. Any manufactured home moved onto the property must be set up finished in compliance with these restrictions within 90 days of delivery. Park Model will be permitted with the following guidelines. All Park Models must be less than 400 square feet and not older than two years on construction title date. All Park Models must conform to the Recreational Vehicle Industry Association compliance guidelines and be marked and titled as such. There should be allowed no more than one guest house per lot, which shall contain not less than 700 square feet in living area, and construction of it may not commence prior to the completion of the main following. Nonconforming structures including but not limited to converted storage sheds, shipping containers/container homes are not permitted under any circumstance. The exterior of all buildings must be completed with one year of arrival of building materials and commencement of construction.

II.

Paragraph 12 of the Declaration is hereby amended to read as follows:

12. Water, Sanitation and Sewage. No person may drill or use any water well or system in the Subdivision except for the system installed by the Developer to serve all Lots. No outside toilets will be permitted. No installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the proper governmental authorities. All state, county, and public health and sanitation statues, rules, ordinance, and regulation must be complied with at all times.

Thus unilaterally adopted by Developer, the current Owner of at least one Lot in the Subdivision, as authorized by Paragraph 1 of the Declaration, on the 24th day of January, 2023.

VALLEY FINANCING, LLC,
a Texas limited liability company

By: John J. McClelland, Jr,
Its Manager

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, personally appeared John J. McClelland, Jr., Manager of Valley Financing, LLC, being known to me, and acknowledged to me that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

NORMA PRICE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/10/24
NOTARY ID 510082-9

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Valley Financing, LLC
2614 W. Freddy Gonzalez
Edinburg, TX 78539

3470 192/2383288v2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
February 03, 2023 01:21:43 PM
FEE: $30.00 JCOSTON **20230586**
DCC

Filed for record in my office the 18th. day of September A.D. 1975 at 10:56 o'clock A .M. and duly recorded the 18th. day of September A.D. 1975 at 11:46 o'clock A.M. in Volume 114 , pages 112-115 , Deed Records.

Dora Lange, Clk. Co. Ct., Gillespie County, Texas.

J. R. BIERSCHWALE, JR. TO KERRVILLE TELEPHONE COMPANY

EASEMENT

THE STATE OF TEXAS

COUNTY OF KERR KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. R. Bierschwale Jr., hereinafter called Grantor (whether one or more) for and in consideration of the sum of $1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of 10' X 20' feet upon, over, under and through the following lands of Grantor, lying and being situated in Gillespie County, Texas, and described as follows:

Per print attached:

VOL 114 PAGE 115

The Grantee, its successors and assign are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 28TH day of July, 1975.

J R Bierschwale

J. R. Bierschwale Jr. Grantor

THE STATE OF TEXAS
County of Gillespie } BEFORE ME, the undersigned authority, on this day personally appeared J.R. BIERSCHWALE JR known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

(Acknowledgements)

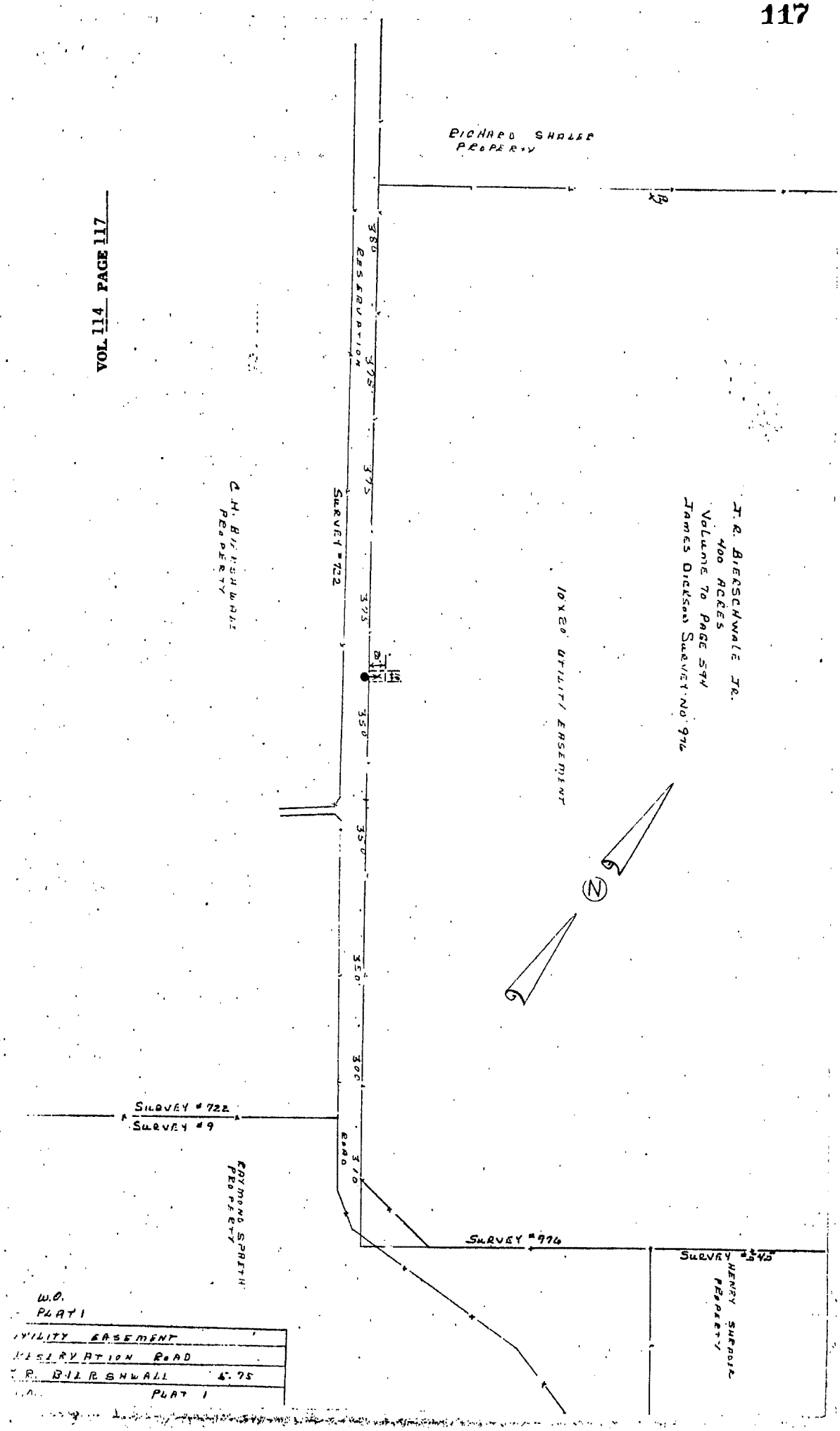
Given under my hand and seal of office, this 28TH day of July A.D. 1975

William Carroll Lanning Jr.

Notary Public KERR County, Texas

NOTARY PUBLIC * COUNTY OF KERR TEXAS

VOL 114 PAGE 117



Filed for record in my office the 18th. day of September A.D. 1975 at 10:57 o'clock A.M. and duly recorded the 18th. day of September A.D. 1975 at 11:48 o'clock A .M. in Volume 114 , pages 115-118 , Deed Records.

Doris Lange, Clk. Co. Ct., Gillespie County, Texas.

JOHNNIE BIERSCHWALE, JR. TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 89-20287R

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

VOL. 192 PAGE 11

THE STATE OF TEXAS)
)
COUNTY OF GILLESPIE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JOHNNIE BIERSCHWALE, JR.

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of GILLESPIE, State of Texas and more particularly described as follows:

A tract of land located approximately 2 1/2 miles S. WEST
(Show Direction Above)

from the town of HARPER; and bounded on the north by land owned by:

CECIL + DOUGLAS TATSCH

on the south by land owned by:

~~CARRIE FAIR~~ A. B. BARKER

on the east by land owned by:

CARRIE TALK

and on the west by land owned by:

C. H. BIERSCHWALE

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI; 20 feet wide - 10 feet on each side of center line
Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

MRS. J. R. BIERSCHWALE

.....

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this ..... day of ....., 19.....
Sealed and delivered in the presence of:

.....

X Johnnie Bierschwale L.S.
Johnnie Bierschwale, Jr.

Date.....

.....L.S.

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

County of Gillespie)
Before me, the undersigned authority, on this day personally appeared Johnnie Bierschwale Jr.
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
Johnnie Bierschwale Jr. executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23 day of March, A.D. 19 89

Carolyn F. Meeks

Notary Public, Gillespie County, Texas. CAROLYN F. MEEKS NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES 5-26-91

VOL 192 PAGE 12

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of .....)
Before me, the undersigned authority, on this day personally appeared ..... and wife,

....., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this ..... day of ....., A.D. 19.....

.....

Notary Public, ... County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:
The State of Texas,)

County of .....)
Before me, the undersigned authority, on this day personally appeared .....

....., known to me to be the person whose name is subscribed to the

foregoing instrument; and acknowledged to me that .....
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this ..... day of ....., A.D. 19 .....

.....

Notary Public, ... County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of .....)
Before me, the undersigned authority in and for said County and State, on this day personally appeared

.....
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after

being duly sworn by me, stated on oath that he saw .....
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this ..... day of ....., A.D. 19.....

.....

Notary Public, ... County, Texas.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 192 Pages 11-12 , filmed on the 26th day of April A.D. 1989 .

DORIS LANGE, Clerk, by Felicia Cornell Deputy.
Felicia Cornell

****

JOHNNIE BIERSCHWALE TO COOPERATIVE, INC.

After Recording Return To:
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 91-02275.R

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)
)
COUNTY OF Gillespie)

KNOW ALL MEN BY THESE PRESENTS:

SW1559

That the undersigned, Johnnie Bierschwale

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of GILLESPIE, State of Texas and more particularly described as follows:

A tract of land located approximately 3 miles WEST
(Show Direction Above)

from the town of HARPER; and bounded on the north by land owned by:

CECIL TITSCH AND DOUG TITSCH

on the south by land owned by:

A.P. PARKER

on the east by land owned by:

CARRIE TARR

and on the west by land owned by:

C.H. BIERSCHWALE

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

.....

.....

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this ..... day of ....., 19.....
Sealed and delivered in the presence of:

.....

Johnnie Bierschwale L.S.
Johnnie Bierschwale

Date.....

.....L.S.

CLERK'S NOTE: NO SEAL AT THE TIME OF FILING AND RECORDING

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

County of Bexar)
Before me, the undersigned authority, on this day personally appeared Johnnie Bierschwale
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
Johnnie Bierschwale executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, this 26th day of August, A.D. 19 91

Johnna L. Townsend JOHNNA TOWNSEND
Notary Public, Bexar County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared and wife,
, known to me to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared
, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of)
Before me, the undersigned authority in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after
being duly sworn by me, stated on oath that he saw
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this day of , A.D. 19

226 448

Notary Public, County, Texas.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 226 Pages 447-448, filmed on the 28th day of February A.D. 19 92.

DORIS LANGE, Clerk, by Felicia Cornehl Deputy
Felicia Cornehl

48-0551 AK

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. _____

EASEMENT NO. _____

NAME _____

RIGHT OF WAY EASEMENT

(Distribution)

985244

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

That the undersigned Johnnie Bierschwale Jr., hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 3 miles West (Show Direction Above) from the town of Harper;

and bounded on the north by land owned by: Doug Tatsch

on the south by land owned by: A.B. Barker

on the east by land owned by: Carrie Tarr

on the west by land owned by: Res. Road

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

_____

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 26th day of June, 19 98.

_____

Johnnie Bierschwale Jr L.S.
Johnnie Bierschwale, Jr

DATE: _____

_____ L.S.

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Johnnie Bierschwale known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of June, 1998.

Notary Public, JOHNNA L. TOWNSEND Notary Public, State of Texas My Commission Expires November 2, 1998 County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, and wife, _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

359 293

EASEMENT

From

To CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

Filed for record the 30 day of NOV 1998, 19, at 9:01 o'clock A.M. in Gillespie County Records.

I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume ____, pages ____.

County Clerk Dori Lange By: Felicia Loyd Deputy

After Recording Return To:

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. Box 553

Fredericksburg, Texas 78624-0553

965244

3 PGS 20152909
E

Work Order # 150289

Central Texas Electric Co-op
386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

RIGHT OF WAY EASEMENT

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

That Bierschwale, Johnnie Jr. , hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A 389 acre tract of land owned Johnnie Bierschwale Jr. recorded in

Vol._____, Pages_____; Property ID: 35951

Deed Records of Gillespie County, Texas.

Subdivision / Development, _____, Lot/Tract No._____.

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service overhead and underground, including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The easement shall be 20 feet wide, one half (½) of such distance on either side of the centerline of the easement. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:_____.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 8th day of April, 2015

WITNESS:

James Newman
CTEC OFFICE USE ONLY

GRANTOR(S):

x Johnnie Bierschwale
Property Owner Signature
Johnnie Bierschwale Jr.

Property Owner Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by_____.

_____
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____and _____

_____
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of_____,20____,by_____ of _____, on behalf of _____.

_____
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

CANDI M. STAHL
Notary Public, State of Texas
My Commission expires
January 21, 2017

THE STATE OF TEXAS §
§
COUNTY OF Gillespie §

Before me, the undersigned authority, on this the 11 day of June, 20 15, James Newman, appeared before me and after being duly sworn by me stated that he saw Johnnie Bierschwale Jr., Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

CANDI M. STAHL
Notary Public, State of Texas
My Commission expires
January 21, 2017

Candi M. Stahl
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
July 07, 2015 11:50:07 AM
FEE: $24.00 CCHEESEMAN 20152909
E



20218953

BYLAWS OF
RESERVATION RANCH PROPERTY OWNERS ASSOCIATION

ARTICLE I.
NAME AND PRINCIPAL OFFICE

Section 1.1 Name. The name of the Association is "Reservation Ranch Property Owners Association".

Section 1.2 Principal Office. The principal office of the Association shall be located at 2614 W. Freddy Gonzalez, Edinburg, TX 78539, but meetings of Members may be held at such place in Hidalgo County or an adject county as may be designated by the Board of Directors of the Association.

ARTICLE II.
DEFINITIONS

Section 2.1 "ACC" or "Committee" shall mean and refer to the Reservation Ranch Architectural Control Committee.

Section 2.2 "Committee Member" shall mean a person elected or appointed to the ACC pursuant to the terms of these Bylaws to make decisions on requests for improvements or changes to Lots, as set forth in the Declaration.

Section 2.3 "Developer" shall mean and refer to Valley Financing, LLC, a Texas limited liability company, its successors and assigns.

Section 2.4 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Reservation Ranch, a residential resal estate development in Gillespie County, Texas.

Section 2.5 "Lot" shall mean each platted parcel of land which is subject to the Declaration.

Section 2.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is subject to the Declaration.

Section 2.7. "Turnover Date" shall mean and refer to the date of the last sale of the last Lot owned by Developer, or such earlier time as Developer may elect in writing to surrender its rights with respect to the management of the ACC, which shall automatically constitute an assignment to the Owners of the Lots of Developer's right to determine the composition of the ACC.

ARTICLE III.
VOTING AND MEETINGS OF OWNERS

Section 3.1 Annual Meetings. Meeting of the Owners prior to the Turnover Date, if any, shall be held as designated by the Developer. After the Turnover Date, regular annual meetings of the Owners shall be held on a date designated by the Board of Directors of the Association.

Section 3.2 Special Meetings. Special meetings of the Owners may be called at any time by the Board of Directors.

Section 3.3 Notice of Meetings. Notice of any meeting shall be given in any form (email, phone, mail) convenient to the Owners, at least ten but not more than sixty days before such meeting to each Owner (one notice per Lot, regardless of the number of Owners of any Lot). Such notice shall specify the place, day, and hour of the meeting, as well as a general description of any election or vote to be taken at the meeting.

Section 3.4 Quorum. The presence at the meeting of absentee ballots, electronic ballots, and/or physical persons of Owners entitled to cast (or of proxies entitled to cast) ten percent of the votes, shall constitute a quorum for any action. If a quorum is not present at any meeting, then the members may adjourn the meeting and reconvene immediately or at another time and the quorum will be five percent of the votes at the second convening, or the members can chose not to reconvene, in which case the directors whose terms would expire on the date of such meeting shall be automatically extended for another term, without vote of the Owners.

Section 3.5 Ballots and Proxies. At all meetings of Owners, each Owner may vote by absentee ballot, electronic ballot, in person or by proxy. All ballots and proxies shall be written, signed and dated. Every proxy shall be revocable and shall automatically expire eleven months after the date of its execution or upon conveyance by the Owner of his Lot, whichever occurs first. The Board of Directors may designate an official ballot and/or proxy form, in which case only the official form shall be valid.

Section 3.6 Voting Rights. Voting rights are as set forth in the Declaration.

ARTICLE IV.
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 4.1 Number. The Association shall be managed by three directors. The number of directors may be increased by amendment of these Bylaws.

Section 4.2 Term of Office. At the first meeting of the Owners following the Turnover Date, one director shall be elected for a term of one year, one director shall be elected for a term of two years, and one director shall be elected for a term of three years; thereafter, all directors shall be elected for three year terms.

Section 4.3 Resignation or Removal. Directors may resign upon written notice. The Board of Directors may permit any resignation to be withdrawn and/or rescinded. Any director may be removed from the Board, with or without cause, by a majority vote of all of the Owners. In the event of death, resignation, disability (as determined by a physician), or removal of a director,

his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4.4 Compensation. No director shall receive compensation for any service he may render; however, any director may be reimbursed against a receipt for his actual expenses incurred in the performance of his/her duties.

ARTICLE V.
NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 5.2 Election. Election to the ACC shall be by written ballot or, if uncontested, by acclamation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Qualification. Any person elected or appointed by the Developer prior to the Turnover Date shall be eleigible to serve. After the Turnover Date no person shall be eligible for election unless they are an Owner or resident of a Lot.

ARTICLE VI.
MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1 Meetings Dates. Meetings of the Association shall be fixed from time to time by the directors. Association meetings are not open to anyone other than Members of the Association except by invitation.

Section 6.2 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board.

Section 6.4 Meeting Notices. All directors and Members shall be entitled to notice of all meetings by a signed or noitce posted on common area and delivered by email at least seventy-two hours in advance of a special meeting, and at least one hundred forty-four hours prior to a regular Board meeting.

ARTICLE VII
AMENDMENTS

Section 7.1 These Bylaws may be amended at a regular or special meeting of the Owners by a vote of the Owners (at least two-thirds of membership) present in person or by proxy or by electronic or absentee ballot. These Bylaws may also be amended by a vote of a majority of the directors.

Section 7.2 In the case of any conflict between the Declaration and these Bylaws, the Declaration

shall control.

IN WITNESS WHEREOF, thus approved by Valley Financing, LLC, Developer, acting by and through its duly auhtorized agent, as of this 16th day of November, 2021.

VALLEY FINANCING, LLC,
a Texas limited liability company

By: John J. McClelland, Jr,
Its Manager

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, personally appeared John J. McClelland, Jr., Manager of Valley Financing, LLC, being known to me, and acknowledged to me that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

NORMA PRICE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/10/24
NOTARY ID 510082-9

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Valley Financing, LLC
2614 W. Freddy Gonzalez
Edinburg, TX 78539

3470 192/2186262

Filed By and Return To:
Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, TX 78028
GF#_____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
November 19, 2021 01:05:26 PM
FEE: $38.00 LMOOSE **20218953**
BY

Reservation Ranch Subdivision

Central Texas Electric Co-op
P.O. Box 553 · Fredericksburg, Texas 78624-0553
A Touchstone Energy® Cooperative

Work Order # 210006

3 pgs
E

20217466

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF Gillespie §

KNOW ALL MEN BY THESE PRESENTS:

That Valley Financing LLC, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A _____acre tract of land owned by Valley Financing, LLC recorded in

Vol._____, Pages _____; Property ID: 180253.

Deed Records of Gillespie County, Texas.

Subdivision / Development, _____Lot/Tract No._____.

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service, including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment; as well as reading any meter or performing any act related to the provision of electric utility service. The easement shall be 20 feet wide, one half (½) of such distance on either side of the centerline of the easement. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:_____.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 3rd day of Aug., 20 21

WITNESS:

_____
CTEC OFFICE USE ONLY

GRANTOR(S):

John J McClelland Jr.
Property Owner Signature

John J McClelland Jr.
Property Owner Signature

(Please PRINT name under signature)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me, the undersigned authority, on this the 3rd day of May, 2021, by John T. McClelland Jr. (Owner's Name).

Norma Price
Notary Public, State of Texas

NORMA PRICE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/10/24
NOTARY ID 510082-9

For the acknowledgement of multiple signers:

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____ and _____

_____
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

Before me, the undersigned authority, on this the _____ day of _____, 20_____, _____, _____ appeared before me, and, after being duly sworn by me, stated that he saw _____, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

_____
Notary Public, State of Texas

Policy Number 55

Unless provisions to the contrary are expressly approved by the CEO and/or the Director of Engineering, any subdivision plat requiring the approval of Central Texas Electric Cooperative, Inc. shall include that provides as follows:

RIGHT-OF-WAY EASEMENT

Granted unto Central Texas Electric Cooperative, Inc., a Texas corporation, whose Post Office address is Fredericksburg, Texas, and its successors or assigns, an easement, as follows:

Grantors hereby dedicate perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of the subdivision, and ten (10) feet along the other boundaries of all streets, boulevards, lanes, and roads, where property lines of individual lots and/or tracts are deeded to the center line of said avenues and twenty (20) feet along the entire perimeter of said subdivision and with the authority to place, construct, operate, maintain, relocate and replace thereon an electric distribution line or system. The easement rights herein granted include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement areas of each lot and/or tracts and all improvements within it shall be maintained by the owner of the lot except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including but not limited to the free right to ingress to, and egress from said right-of-way and easements, and the right from time to time to cut and trim trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The developer and/or landowner shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

BOARD POLICY ADOPTED July 27, 1978
Revised February 23, 1984
Reviewed October 24, 1991
Revised January 29, 1998
Revised May 25, 2000

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
September 28, 2021 11:31:06 AM
FEE: $34.00 LMOOSE 20217466
E

221-2047

3 pgs
AFF

20219906

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION ENFORCEMENT POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

Pursuant to Section 209.006, Texas Property Code, and Section 209.007, Texas Property Code, the Board of Directors of Reservation Ranch Property Owners Association hereby adopts the following Enforcement Policy to govern procedures for enforcement of the governing documents of the Association:

I. ENFORCEMENT ACTION DEFINED

In this Policy, "enforcement action" is defined as suspension of an Owner's right to use a Common Area, filing a suit against an Owner other than a suit to collect a regular or special assessment or foreclose the Association's lien, charging an Owner for property damage, levying a fine for a violation of the restrictions or Bylaws or rules of the Association, or reporting any delinquency of the Owner to a credit reporting service.

II. NOTICE OF ENFORCEMENT ACTION

Before the Association may take enforcement action against any Owner, it must first give written notice to the Owner by certified mail. The notice must:

(1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;

(2) unless the Owner has been previously given notice and the opportunity to cure the violation without penalty in the preceding six months, inform the Owner that the Owner:

(A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;

(B) may request a hearing on or before the thirtieth day after the date the notice was mailed to the Owner; and,

(C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, *et seq.*), if the Owner is serving on active military duty;

(3) specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

(4) be sent by verified mail to the Owner at the Owner's last known address as shown on the Association records.

The notice and hearing provisions of this Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action, nor to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination.

III. HEARING REQUEST

If an Owner makes a timely written request for a hearing before the Board, the hearing shall be held within thirty days of the date the Board receives the Owner's request for a hearing and the Board shall notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the Owner and the Board. The Owner or the Association may make an audio recording of the meeting.

IV. HEARING PACKET

Not later than ten days before the Association holds a hearing under this Policy, the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet by the ten-day deadline, the Owner is entitled to an automatic fifteen-day postponement of the hearing.

V. HEARING PRESENTATIONS

During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

The foregoing was adopted by majority vote of the Board of Directors of the Association, as certified by the signature below of the President of the Association, to be effective upon this Policy being recorded in the Official Public Records of Gillespie County, Texas.

Executed this 13th day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association,
acting by and through its Board of Directors

By: _____
John J. McClelland, Jr., Its President

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KERR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., President of Reservation Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 270 2193697 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $34.00 LMOOSE **20219906**
AFF

221-2047

3 pgs
AFF

20219907

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION
ACC DENIAL AND APPEAL HEARING POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

All terms used herein that are defined in Chapter 209 of the Texas Property Code shall have the meaning as defined in the statute.

Section 209.00505 of the Texas Property Code was added to provide a new Architectural Review Authority to review owner applications for improvements to their property in property owners' associations. These new changes also outline procedures for notifying an owner of a denial of a submitted architectural application and permitting an appeal of a decision by the architectural review authority denying or requesting modifications of an application.

The Association hereby adopts and imposes on the Association the following policies, rules, and regulations:

1. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery.
    a. The denial notice will describe the basis for the denial in reasonable detail and describe changes, if any, to the application or improvements required as a condition to approval.
    b. The denial will inform the owner that the owner may request a hearing with the Board on or before the thirtieth day after the date the disapproval notice was mailed or delivered to the owner.

2. An owner requesting a hearing appealing a denial will request a hearing in writing by mail, electronic mail or hand delivery. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.

3. The Board will hold a hearing no later than the thirtieth calendar day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the tenth calendar day before the date of the hearing. Only one hearing is required.

4. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial and/or the requested changes of the owner's application.

5. The Board or the owner may request a postponement of the hearing. Additional postponements may be granted by agreement of the parties. If requested, a postponement shall be granted for a period of not more than ten days.

6. All hearings will be held in private. The Board will consider and vote upon the outcome of the hearing in an open meeting for which notice was provided to the members. The Association or the owner may make an audio recording of the meeting.

7. The Association or managing agent will provide the owner with a written notice with their decision regarding the matter of the hearing.

The Board as appropriate, may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority.

CERTIFICATION

"I, the undersigned, being a Director of the Reservation Ranch Property Owners Association hereby certify that the foregoing was adopted by at least a majority of the Reservation Ranch Property Owners Association Board of Directors, at an open and properly noticed meeting of the Board, at which a quorum of the Board was present."

Executed this 13th day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association,
acting by and through its Architectural Control Committee

By: John J. McClelland, Jr.
John J. McClelland, Jr., Its Chair

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KERR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., the Chair of Reservation Ranch Property Owners Association's Architectural Control Committee, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Lisa M. Valdez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193692 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $34.00 LMOOSE **20219907**
AFF

2 pgs
AFF

20219908

221-2047

MANAGEMENT CERTIFICATE FOR RESERVATION RANCH PROPERTY OWNERS ASSOCIATION

The following information is being provided pursuant to Section 209.004, Texas Property Code:

1.	Name of subdivision:	Reservation Ranch Subdivision
2.	Name of the association:	Reservation Ranch Property Owners Association
3.	Mailing address:	2614 W. Freddy Gonzalez Drive Edinburg, Texas 78539
4.	Subdivision plat information:	Volume 6, Pages 114-115, Official Map and Plat Records of Gillespie County, Texas
5.	Declaration information:	Declaration of Covenants, Conditions and Restrictions for Reservation Ranch Subdivision, executed on November 16, 2021, recorded as Document Number 20218952, Official Records of Gillespie County, Texas
6.	Association management or representative:	JM Loan Management Services, LLC Telephone: (956) 318-0956 E-mail: norma@jmloanservicing.com
7.	Property transfer fees:	Transfer fee: $200.00

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association

By: John J. McClelland, Jr., Its President

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KERR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., President of Reservation Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193772 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $30.00 LMOOSE **20219908**
AFF

2 pgs
AFF

20219909

221-2047

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESERVATION RANCH PROPERTY OWNERS ASSOCIATION REGARDING RECORDS RETENTION POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

Pursuant to Section 209.005(m), Texas Property Code, Reservation Ranch Property Owners Association, acting through its Board of Directors, has adopted the following records retention policy, to-wit:

(1) the bylaws, restrictive covenants, and all amendments to the bylaws and covenants shall be retained permanently;

(2) financial books and records shall be retained for seven years;

(3) account records of current owners shall be retained for seven years;

(4) contracts with a term of one year or more shall be retained for seven years after the expiration of the contract term;

(5) minutes of meetings of the owners and the board shall be retained for seven years; and

(6) tax returns and audit records shall be retained for seven years.

By his signature below the President of the Association certifies that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present.

Executed this 13 day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association
acting by and through its Board of Directors

By: John J. McClelland Jr.
John J. McClelland, Jr., Its President

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KERR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., President of Reservation Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193667 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $30.00 LMOOSE **20219909**
AFF

221-2047

3 pgs
AFF

20219910

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESERVATION RANCH PROPERTY OWNERS ASSOCIATION ADOPTING RECORDS COPYING AND INSPECTION POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

Pursuant to Section 209.005(i), Texas Property Code, and Section 209.005(m), Texas Property Code, Reservation Ranch Property Owners Association, acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, Texas Property Code, to-wit:

(a) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;
(B) Magnetic tape--actual cost
(C) Data cartridge--actual cost;
(D) Tape cartridge--actual cost;
(E) Rewritable CD (CD-RW)--$1.00;
(F) Non-rewritable CD (CD-R)--$1.00;
(G) Digital video disc (DVD)--$3.00;
(H) JAZ drive--actual cost;
(I) Other electronic media--actual cost;
(J) VHS video cassette--$2.50;
(K) Audio cassette--$1.00;
(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$.50;
(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or
(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00.

(d) Remote document retrieval charge.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) Miscellaneous supplies.

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

(f) Postal and shipping charges.

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By his signature below the President of the Association certifies that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, with notice to the members of Association and open to their attendance

[SIGNATURE PAGE TO FOLLOW]

Executed this 13th day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association
acting by and through its Board of Directors

By: _____
John J. McClelland, Jr., Its President

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ Kerr §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., President of Reservation Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193646 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $34.00 LMOOSE
AFF 20219910

5 pgs
AFF

20219911

221-2047

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESERVATION RANCH PROPERTY OWNERS ASSOCIATION REGARDING PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

WHEREAS, the Bylaws of Reservation Ranch Property Owners Association (hereinafter the "Association") grant to the Board of Directors the powers and duties necessary for the administration of the affairs of the Association; and,

WHEREAS, there is a need for, and the Board of Directors desires to establish, a uniform and systematic procedure to collect assessments and other charges of the Association; and,

WHEREAS, pursuant to Section 209.0062, Texas Property Code, property owners' associations are required to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association; and,

WHEREAS, at a properly-called regular meeting of the Board of Directors at which a quorum was present came to be heard the matter of adoption of a collection and payment plan resolution;

NOW, THEREFORE, BE IT, AND IT IS HEREBY RESOLVED THAT the Association does hereby adopt the following policy and procedures for the collection of assessments and other charges of the Association, and for payment plans in connection therewith, to-wit:

A. Collections Procedure

1. **Payment Schedule**. The annual assessments levied by the Association are due and payable annually, on January 1st of each year. Special assessments are due on the date established by the Board of Directors. Fees not received by ten days after the date a statement covering such assessment has been mailed or otherwise delivered to the lot Owner will be considered late.

2. **Returned Check Charge**. A charge of $25.00 will be assessed to reimburse the Association for its costs incurred due to checks returned unpaid.

3. **Collections Expense**. Costs of collection shall be added to delinquent accounts.

4. **Partial Payment.** Partial payments will generally not be accepted except for those made pursuant to approved written payment plans (the procedures for which are established more fully below). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due.

5. **Order of Crediting Payments.** All payments received shall be applied in the following categorical order of priority to the oldest amount due:
   a. Assessments;
   b. Attorney's fees incurred for collection of assessments;
   c. Other attorney's fees;
   d. Any other amounts owed to the Association.

6. **Process for Delinquency Notification.** For balances that are sixty days past due, the following notification process may be taken by the Association to collect delinquent accounts:

   - **Statements.** Statements shall be mailed to Owners at their last known address at least fourteen days prior to the due date of any assessment.

   - **First Delinquency Notice.** The first notice of past due charges will include details of all amounts past due and a request for immediate payment to be sent by First Class Mail to an Owner whose balance is thirty days past due.

   - **Final Notice.** A forty-five day demand for payment will include details of all amounts past due and request for payment to be sent by First Class Mail and Certified Mail, Return Receipt Requested to an Owner whose balance is sixty days past due. The notice shall specify each delinquent amount and the total amount of payment required to make the account current, and describe the options the Owner has to avoid having the account turned over to an attorney, including information regarding the availability of a payment plan (as set forth more fully below). This notice will advise the Owner of the Association's intent to turn the matter over to an attorney for collection enforcement if the balance is not paid within forty-five days, and that this action will also result in attorney fees being charged to the Owner as set by a schedule agreed to by the Board, a copy of which is available on request.

7. **Referral of Account to Association Attorney**. If an account remains delinquent ninety days after it became due then the account shall be referred to the Association's attorney for collection. The attorney is authorized to take whatever action is necessary believed to be in the best interests of the Association, including, but not limited to, filing a lien affidavit; filing a suit against the delinquent Owner for a money judgment; filing an application for permission to foreclose the lien for assessments; conducting a foreclosure auction; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interest.

8. **Owner Address**. It shall be the responsibility of each Owner to keep the Association advised of their current mailing address if different than their address in the subdivision. All notices will be mailed to each Owner at their property address in the subdivision or to the last address on the books and records of the Association as shall be provided by the Owner to the Association.

9. **Waiver/Modification of Policy**. The Board in its discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship.

10. **Required Action**. Nothing contained in this Policy shall require the Association to take any of the specific actions contained herein. The Board of Directors of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

B. Payment Plan Guidelines

1. **Written Plans Required.** All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

2. **Eligibility.** To be qualified for a payment plan an Owner must not have failed to honor the terms of a previous payment plan in the two years prior to a request for a new payment plan, and the Owner must have requested a payment plan before their account is referred to the Association's attorney. Owners are not eligible for more than one payment plan in any twelve-month period.

3. **No Penalties Applied.** No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue.

4. **Automatically-approved plans.** Any qualified Owner shall be allowed, without deliberation by the Board, to pay their balance in five equal consecutive monthly installments.

5. **Non-Conforming Proposals.** Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion.

6. **Ineligible Owners.** If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

Executed this 13th day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association
acting by and through its Board of Directors

By: John J. McClelland Jr.
John J. McClelland, Jr., Its President

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KENR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., President of Reservation Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Lisa M. Valdez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193673 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $42.00 LMOOSE **20219911**
AFF

2 pgs
AFF

20219912

221-2047

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION
SWIMMING POOL ENCLOSURES POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

Pursuant to Section 202.022, Texas Property Code, the Architectural Control Committee ("ACC") of Reservation Ranch Property Owners Association hereby adopts the following Swimming Pool Enclosures Policy to govern decisions on applications for approval of swimming pool enclosures:

I. SWIMMING POOL ENCLOSURE DEFINED

In this Policy "swimming pool enclosure" means a fence that conforms to applicable state or local safety requirements that:

(1) surrounds a water feature, including a swimming pool or spa;
(2) consists of transparent mesh or clear panels set in metal frames;
(3) is not more than six feet in height; and
(4) is designed to not be climbable.

II. ARCHITECTURAL APPROVAL REQUIRED

All swimming pool enclosures require prior written approval of the ACC before commencement of placement, alteration or removal.

III. RESTRICTIONS ON APPEARANCE

Swimming pool enclosures must be one or more colors approved by the ACC, except that the ACC shall not deny approval for placement of a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames. Bright or fluorescent colors will not be approved.

The foregoing was adopted by majority vote of the ACC, as certified by the signature below of the Chair of the ACC, to be effective upon this Policy being recorded in the Official Public Records of Gillespie County, Texas.

Executed this 13th day of December, 2021.

RESERVATION RANCH PROPERTY OWNERS ASSOCIATION,
an unincorporated Texas non-profit association,
acting by and through its Architectural Control Committee

By: John J. McClelland Jr.
John J. McClelland, Jr., Its Chair

STATE OF TEXAS §
§
COUNTY OF ~~HIDALGO~~ KERR §

Before me, the undersigned notary public, on this day personally appeared John J. McClelland, Jr., the Chair of Reservation Ranch Property Owners Association's Architectural Control Committee, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of December, 2021.

LISA M. VALDEZ
My Notary ID # 125506718
Expires December 7, 2025

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reservation Ranch Property Owners Association
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, Texas 78201

3470 192 2193683 tg

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 17, 2021 03:10:51 PM
FEE: $30.00 LMOOSE **20219912**
AFF

4 pgs
SSE

20228626

222639

Texas Commission on Environmental Quality

SANITARY CONTROL EASEMENT

GRANTOR:

VALLEY FINANCING LLC

GRANTOR'S ADDRESS:

2614 W. Freddy Gonzalez Drive
Edinburg, TX 78539-7351

GRANTEE:

RESERVATION RANCH PWS, LLC

GRANTEE'S ADDRESS:

2614 W. Freddy Gonzalez Drive
Edinburg, TX 78539-7351

PURPOSE, RESTRICTIONS & USES OF EASEMENT

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

PROPERTY SUBJECT TO EASEMENT

The Grantor's property subject to this Easement is described in the documents recorded at Document Number 20205475 of the Official Public Records of Gillespie County, Texas. Specifically, all of that area within a 150-foot radius of the water well located 769.977 feet at a radial of N 12° 21' 05.55" E degrees from the northeast corner of the property in the above-described instrument and as depicted in EXHIBIT "A" of this easement.

TERM

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR By:

Signature for VALLEY FINANCING LLC

John J. McClelland Jr. Manager

Printed Name & Title

10-27-22

Date Signed

After recording, return to:
VEI Consulting Engineers
Attn: Gwen Wells
507 E. Highway Street, Ste. D
Fredericksburg, TX 78624

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 27 day of October, 20 22, by JOHN J. McCLELLAND, Jr., a MANAGER of VALLEY FINANCING LLC, a Texas limited liability company, on behalf of said company.

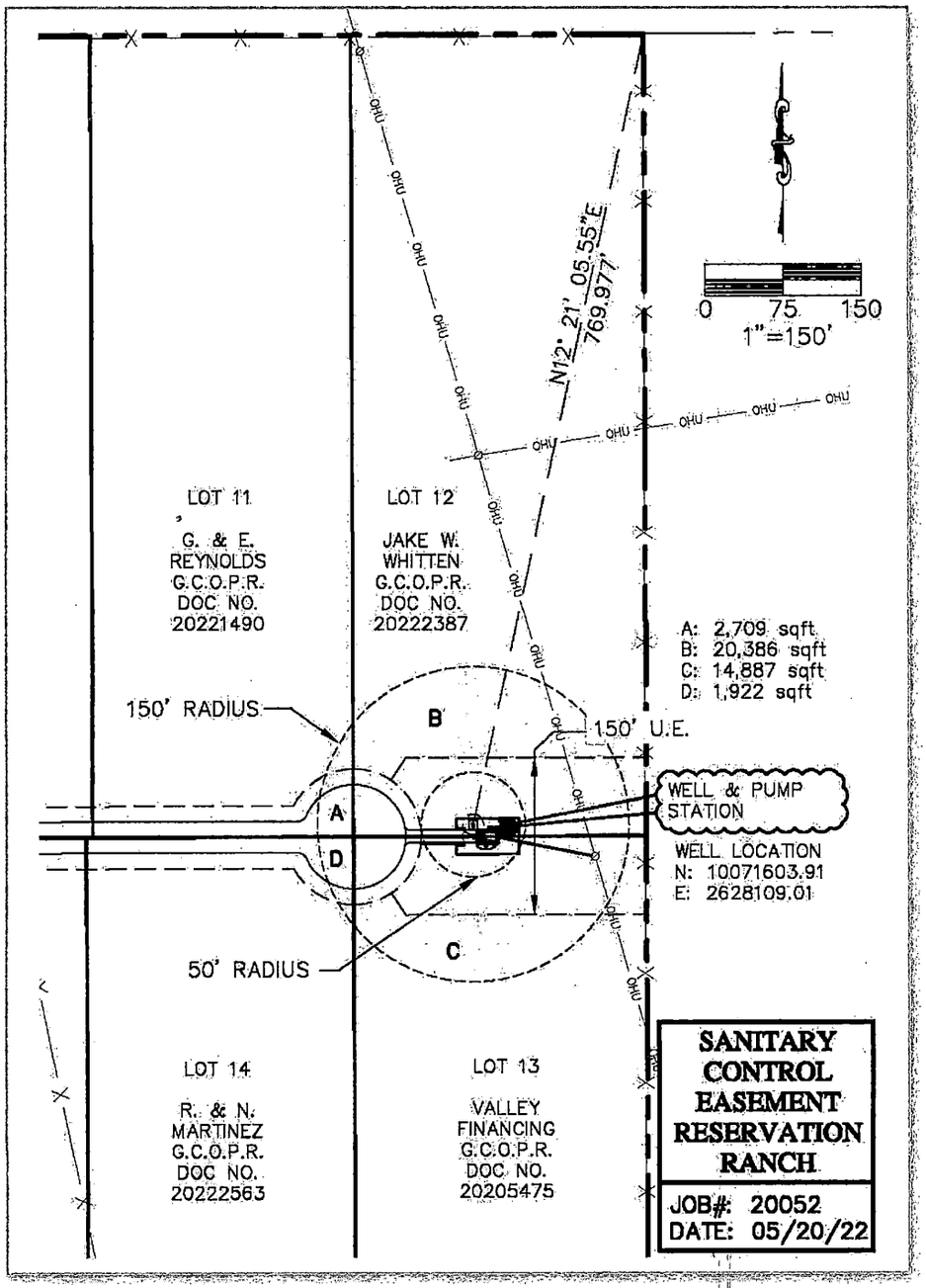
(notary's seal)

Notary Public's Signature

SADAF MEHKERI
Notary Public, State of Texas
Comm. Expires 03-08-2026
Notary ID 129698781

Exhibit "A"

Public Well Location & Sanitary Control Easement



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
December 19, 2022 01:36:53 PM
FEE: $34.00 JCOSTON **20228626**
SSE