042955

DECLARATION OF RESERVATIONS, COVENANTS, RESTRICTIONS, AND CONDITIONS FOR THE ROCKIN J RANCH

WHEREAS, Rockin J Ranch, Ltd., a Texas Limited Partnership (the "Declarant"), is the owner of a tract of land known and described as the Rockin J Ranch in Blanco County, Texas (the "Development"), which property is described in Exhibit "A" of a Deed recorded in Vol. 284, Page 949, of the Official Public Records of Real Property of Blanco County, Texas (the "Property"); and

WHEREAS, Declarant desires to develop the Property as a residential community to be known as the "Rockin J Ranch." In furtherance thereof, Declarant will cause one or more plats of subdivided portions of the Property to be recorded in the Plat Records of Blanco County, Texas (each subdivided lot of any such plat in the Property hereinafter referred to as a "Lot", whether improved or unimproved). Residential dwellings within the Property may be of different styles all of which shall be developed and maintained as part of a residential development of high quality, architectural design and condition. The Property will contain such roads, common areas, green belts, trails, and other similar facilities as (i) Declarant shall, in its sole discretion and expense, determine appropriate or (ii) the Association, at its sole discretion and expense, shall construct or create (the "Common Areas"). Each owner of a Lot ("Owner") and immediate family (minor children and adult children (under 23 years of age) actually residing with an Owner) is entitled to all rights, privileges and uses of the Common Areas at no cost, provided all fees and dues payable to the Association (as hereinafter described) are current; and,

WHEREAS, Declarant desires to assure high quality standards for the enjoyment of the Property, and to promote the recreational interest, health, safety, and social welfare of each Owner. To provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner; and,

WHEREAS, To provide for the efficient preservation of the Property, Developer incorporated the Rockin J Ranch Maintenance Corporation (the "Association"), a Texas non-profit association, to maintain the Common Areas in the Property. The Association has the power and duty to administer and enforce the easements, covenants, conditions, restrictions, and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the Property, and such additional property as may be added hereto by Declarant by supplement hereto, shall be held, sold, and conveyed subject to the following reservations, covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of, and

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which shall run with, the Property and be binding of all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof; provided however, that Declarant reserves the continuing, unqualified and exclusive right to alter, modify or amend any of this Declaration when in its sole opinion it is proper and necessary to do so, but subject to any applicable law governing covenants and restrictions.

I. MAINTENANCE CORPORATION

(1) Each and every Owner (whether such ownership of a Lot or part thereof is acquired by sale, gift, foreclosure, execution, devise, inheritance or in any other way) shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. The purposes, rights, privileges and responsibilities of the Association and the Owners are set forth, without limitation, in the Articles of Incorporation and Bylaws to the Association and in this Declaration.

(2) The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas, (ii) collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iii) implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations of the Association; (iv) permit the development of a residential subdivision and uses herein mandated, or directed or encouraged by government authorities having jurisdiction over the Property; and (v) exercise such other rights properly granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association or by applicable law.

II. ARCHITECTURAL CONTROL COMMITTEE

(1) Declarant has established (i) design and construction standards for all construction, improvements and landscaping in the Property, including minimal requirements for aesthetic compatibility of the external design and color scheme of all residential dwellings in the Property and (ii) uniform procedures for the receipt of permit application, permit issuance and inspection by the Association. An Owner will be required to obtain a copy of these standards before beginning any construction or improvement on a Lot and shall be required to deliver a copy thereto to his or her architect, designer and/or contractor. Each Owner shall comply with these standards in addition to all requirements of any applicable state, county or municipal construction codes and standards.

(2) The Board of Directors of the Association shall appoint an Architectural Control Committee (the "Committee"), composed of three or more individuals. The Committee shall function as the representative of the Association to provide for and assist

in the architectural control of improvements to Lots within the Property. A majority of the Committee may designate a representative to act for it.

(3) No improvement or structure of any nature shall be erected, placed or altered on any Lot until (i) construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee, and (ii) any permits which may be required by applicable governmental authority have been obtained by the owner. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.

(4) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration, (ii) compliance with construction standards promulgated by the Declarant, and (iii) harmony of external design and color thereof in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. If an application is rejected, the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies.

(5) If the Committee fails to approve or reject an application for proposed improvements within forty-five (45) days after actual receipt of the application by the Committee, then Committee approval shall be presumed, and the applicant shall be deemed to have fully complied with this Article II.

III. RESTRICTIONS

(1) A Lot shall not be owned by more than (i) two married couples, (ii) one married couple and two single persons, or (iii) four single persons, or by an entity that has more than four owners, shareholders, partners, or beneficiaries, the effect of which would be to give the benefits of ownership of a Lot to more than four persons; provided, however, that an entity having more than four owners, shareholders, partners, or beneficiaries may own a lot if it irrevocably designates to the Association in writing the four persons who will be Owners of the Lot for purposes of this Declaration. Until such entity designates the persons to be Owners of its Lot, no one may exercise any privileges of ownership associated with such lot.

(2) All Lots shall be used for single-family residential purposes only and no other structures or uses shall be permitted except on such Lots as have been, or may be, designated by the Declarant for use as Common Areas, roads or commercial areas or as may otherwise by properly and reasonably required for the development of the Property.

(3) No commercial activity or use shall be conducted on or from any Lot, provided, however, that the sale or resale of Lots or the use of Lots for utility services shall not be considered to be commercial activity.

(4) No Lot may be resubdivided in any fashion. Any person owning two or more adjoining Lots, may, however, treat such Lots as one building site, with the right of constructing improvements as otherwise permitted in this Declaration. Declarant or an Owner may file correction deeds, boundary line settlement agreements, or other similar corrective instruments to correct any surveying error and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this section.

(5) Each one-story single-family dwelling constructed on a Lot shall contain a minimum of One Thousand, Eight Hundred (1,800) square feet of heated/cooled floor space. Each two-story single-family residential dwelling constructed on a Lot shall contain a minimum of Two Thousand, Two Hundred (2,200) square feet of heated/cooled floor space. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages, or breezeways attached to the main dwelling. All improvements on a Lot shall have at least a 6:12 roof pitch and at least a one-car attached garage. No residential dwelling or structure on any Lot shall exceed Thirty-five feet (35') in height above the highest natural ground level abutting such improvements. A "basement" level is permitted so long s the height restriction herein provided is not exceeded. The outside wall of each residential dwelling constructed on a Lot shall consist of not less than sixty percent (60%) masonry construction, consisting of brick, ledgestone, fieldstone, or native types of stone veneer. Improvements constructed with log or cedar siding shall not require any masonry.

(6) No (i) mobile homes, (ii) modular homes, (iii) prefabricated structures, (iv) improvements containing metal or asbestos exterior siding, or (v) tarpaper or roll-type exterior or flat roofs shall be permitted on any Lot. All improvements must be constructed "on-site" and all construction must be of new materials, except stone, brick or other materials used for decorative effects, provided, such use is approved in writing by the Committee.

(7) Storage buildings, gazebos and swimming pools may be constructed on a Lot, subject, however, to the restrictions of Article III, paragraph (6) of this Declaration, where applicable, and only if a residential dwelling is located on such Lot or is under construction thereon. Swimming pools must be enclosed by a fence, subject, however to the restrictions of Article III, paragraph (8) of this Declaration.

(8) Fences may be constructed on a Lot subject to approval of the Committee, but may not create a safety hazard or create a sight-line hazard on any street intersection. Privacy fences higher than four feet (4'), chain link, cable or wire fences or other similar type fences are prohibited. The front of any fence may not be closer to the front Lot line than the front of a residential dwelling. Fences shall be completed within two (2) months from the commencement date thereof.

(9) No improvements shall be constructed on a Lot within fifty feet (50') of the front and rear setback lines, and within twenty feet (20') of the side setback lines unless (i) dimensions are otherwise set forth on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Blanco County, Texas, or

otherwise required by applicable zoning regulations. Subject to applicable state and local rules, deviations of the setback lines must first be approved by the Committee or a showing of good cause.

(10) Any improvement (other than fences) commenced upon a Lot shall be completed, as to exterior finish and appearance, within fourteen (14) months from the commencement date thereof.

(11) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot, unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.

(12) Driveways shall be required on all improved Lots. Driveways shall be properly feathered to meet the subdivision road and must be paved with a permanent wearing surface, concreted or constructed of brick. The width of the driveway shall be not less than twelve feet (12'). Culverts for driveways on Lots may be required by the Committee, if, in its sole discretion, water flowage problems would otherwise exist due to soil or topographical conditions of the Lot.

(13) Sewage collection and disposal is provided by a central sewer system servicing all Lots. No outside toilet, individual septic system or privy shall be erected or maintained on any Lot. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central sewer system.

(14) Potable water is supplied by a central water system serving all Lots. No individual wells may be drilled on any Lot for the purpose of providing potable water. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(15) Decks and patios shall contain only furniture and appliances customary for use on decks and patios, such as grills, smokers, deck furniture, hot tubs, etc. Decks and patios may not be used for storage, or for placement for refrigerators, freezers, etc. Enclosed storage space in carports must be approved by the Committee.

(16) No excavation of any kind shall be permitted on any lot without prior written approval of the Committee.

(17) No recreational vehicle, bus or other vehicle, temporary structure, tent, shack, barn, storage building or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.

(18) Fuel stored for residential heating and cooling shall be stored above ground and shall be properly designed and constructed to minimize the possibility of leaks or releases of fuel into the environment. All storage tanks shall be properly screened so as not to be visible from roads or Common Areas.

(19) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners. Without limiting the general ability of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices, which interfere with television or radio reception of any Owner, shall be considered offensive activities.

(20) All residential dwellings and other improvements on a Lot shall be kept properly painted or stained and maintained. Lots shall be kept clean and in a neat and orderly condition and free of rubbish, debris or unsightly growth including grass over six inches (6") high. No trash or refuse shall be allowed to accumulate and remain on any lot. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. Firewood must be neatly stacked and no more than two (2) cords of wood may be stored on a Lot. Clotheslines are permitted only if enclosed by a privacy fence constructed in accordance with the requirements of Article III, Paragraph (8) of this Declaration. A written ten (10) day notice will be given to the Owner if any Lot is not properly maintained. The Declarant, the Declarant's successors and assigns, and/or the Association and their agents and representatives shall have the right to enter upon any Lot which fails to comply with this covenant for the purpose of cleaning, maintaining, restoring or repairing the Lot, the cost of which shall be billed to the Owner and which shall become a lien on the Lot if unpaid for more than thirty (30) days. If the exterior of the dwelling or other improvements or the landscape fails to meet with approval of the Committee, a written ten (10) day notice will be given to the Lot Owner. At the end of the ten (10) day period, if satisfactory arrangements to correct the deficiencies to the dwelling, other improvements and/or the landscaping have not been made with the Committee, corrective work will be contracted by the Declarant and/or the Association and be billed to the Lot Owner. If said bill is not paid within thirty (30) days, a lien may be filed against the Lot. Neither the Declarant, the Association nor any agency, employee or contractor thereof shall be liable (except for willful and gross negligence), for any damage, which may result from any such cleaning, maintenance, restoration, or repair.

Under extreme circumstances, that is circumstances under which the condition of the Lot and/or any residential dwelling or other improvements thereon pose a hazard to human health and safety and/or a residential dwelling is abandoned and/or deteriorated and/or uninhabitable and unsightly as reasonably determined by the Committee, the Owner of said Lot and improvements will be given, upon expiration of the initial ten (10) day notice, an additional fifteen (15) day written notice to make arrangements satisfactory to the Committee to correct the dangerous conditions existing on said Lot. In the event the Owner fails to correct the conditions or fails to make arrangements to correct the conditions to the satisfaction of the Committee, the Declarant, and their agents, successors, and assigns shall have the right to enter upon the Lot which fails to comply with this covenant for the purpose of correcting or repairing the dangerous condition which exists upon the Lot or demolishing any such improvements thereon as the Declarant or the Committee, in its sole discretion, deems appropriate, the cost of which shall be billed to the Lot Owner and will become a lien on the Lot if unpaid for

more than thirty (30) days. Neither the Committee, the Declarant, the Association, nor any agent, employee or contractor thereof shall be liable for damage, or other claims which may result from, or are associated with, any such repairing, maintenance, or demolition.

(21) Each lot shall have proper trash receptacles with lids or covers. All trash receptacles shall be kept inside or shall be kept in outdoor areas screened from view from roads, and Common Areas and shall be of such construction so as to prevent intrusion by animals.

(22) No farm animals, livestock, or poultry will be allowed within the Property, except that one horse may be kept on each lot, one acre or larger. Two (2) dogs and two (2) cats shall be permitted, provided they are not kept, bred or maintained for commercial purposes. When out-of-doors, pets must be either (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on leash. Owners are responsible for any and all cleaning after their animals. No pet shall be kept within the Property, which creates a public nuisance, and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the Owner thereof is notified in writing of that decision.

(23) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited.

(24) No camping shall be permitted on any Lot, except such lots or tracts which may, from time to time, be set aside by Declarant or the Association, as courtesy camping areas, if any, for the benefit of all owners.

(25) General Contractor's signs and residential "For Sale" signs shall be permitted on improved Lots provided they are: (i) professionally prepared, (ii) not larger than 24" by 36" in size, (iii) staked to the ground, and (iv) in compliance with all rules and regulations of the Association as may from time to time be promulgated for issuance of a sign permit (the "Permit"). No sign of any kind may be posted (i) on a Lot prior to the issuance of a Permit, (ii) anywhere other than on the Lot described in the Permit, or (iii) on a Lot without a residence (or a residence under construction). A sign permitted by the Committee may remain on a Lot for a period of six (6) months from the date of issuance of the Permit. The Association shall have the right to remove any sign on any Lot if no Permit has been issued or if an issued Permit has expired. The Association may also issue rules and regulations limiting the number of Permits issued by the Committee at any time and from time to time to preserve the non-commercialization of the residential sections of the Subdivision. Lot owners who desire to sell their Lots and are unable to obtain a Permit may post a notice of the availability of a Lot for sale on the designated bulletin board at the Subdivision entry.

(26) Discharging of firearms or fireworks within the Property is prohibited.

(27) Hunting within the Property is prohibited.

(28) Oil, gas, mineral exploration, or mining operations on any Lot are prohibited.

(29) Parking on the streets within the Property by Owners or their guests and invitees is prohibited (other than occasional periods of less than four hours). All vehicles must be parked in a garage or on the driveway of a Lot; provided however, that, neither the driveway, nor front or back yards of Lots shall be used (i) to park or store (temporarily or permanently) trucks, damaged, wrecked, or inoperable cars, buses machinery, equipment, trailers, airplanes, boats, recreational vehicles nor (ii) to store lumber, supplies or other materials. Recreational vehicles may, however, be stored in a completely enclosed garage, which complies with the provisions of Article III, Paragraph 7 of this Declaration. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles on any such Lot by invited guests and visitors of an Owner for periods not exceeding two (2) days.

(30) No outdoor mercury vapor light shall be erected on any lot. No other offensive outdoor lighting shall be permitted on any Lot if such lighting shines on any other lot in the subdivision and is objected to by any of the other owners in the Subdivision.

(31) No newspaper boxes or receptacles may be located or constructed on any Lot.

(32) All posted traffic signs within the Property must be obeyed. Violations of any posted traffic signs will subject violators to such fines as the Association shall prescribe.

(33) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by Declarant or the Association.

(34) No construction activity other than work performed on the inside of a closed-in residential dwelling is permitted between the hours of 8PM and 8AM.

(35) No above ground pools larger than six (6) feet in diameter are permitted on any Lot.

(36) No exterior radio or television antenna, satellite dish, or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Lot without prior written approval by the Committee.

(37) No tree with a diameter in excess of ten (10) inches, as measured two (2) feet above ground level may be removed from any Lot within twenty (20) feet of the front and rear lot lines and ten (10) feet of the side lot lines without consent of the

Committee; provided, that such consent shall not be withheld for removal of trees necessarily required for the construction of a residential dwelling on a Lot.

(38) The lease or rental of an improved Lot shall not be considered to be a violation of this Declaration provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least three (3) months, (iii) will not be occupied by more than four persons unless all are members of the same family and (iv) is otherwise in compliance with the Association's rules and regulations. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations, or this Declaration. Lessors must pay to the Association the then current maintenance fees as a condition of the lease of a Lot. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association and the Lessor shall have paid the applicable maintenance fees. Any lessee, approved by the Association, shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder, including without limitation, payment of all applicable fees.

(39) There is reserved for Declarant, the Association, and their assigns, a twenty-five (25) foot wide utility and drainage easement along the front and rear Lot lines of each Lot and a twenty (20) foot utility and drainage easement along the side Lot lines of each Lot (unless otherwise designated on a duly recorded subdivision plat of a portion of the Property) for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.

IV. COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each Owner shall comply strictly with the provisions of these covenants and restrictions, the Declarations, the Bylaws, the Rules and Regulations and the decisions of the Association, adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be ground for (i) imposing fines, (ii) suspending voting rights or rights to use Recreational Facilities and Common Areas or, (iii) an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs and attorney's

fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a Lot, by the Association or the Committee (through any of its members) or by the Delarant, against any person or persons violation or attempting to violate any covenant or restriction herein contained.

(2) The Association may levy a charge of $10.00 per day against any Owner who is determined by the Association to be in violation of any of these covenants and restrictions. The Owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the per day charge shall be assessed against the Owner beginning with the date of notification and shall accrue until such correction.

(3) Each and every Owner covenants and promises to pay to the Association, when due, any and all dues and fees assessed by the Association. Any dues and fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of fifteen dollars ($15.00) or such other or additional amounts as may be set by the Association and permitted by applicable law. Each and every Owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their Lot(s), inferior only to the lien for taxes and any duly recorded mortgages, to secure the payment of any dues and fees in default and any reasonable court costs and attorney's fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Association in the Public Records of Blanco County, Texas, as applicable, attesting to such default.

(4) No sale, transfer, lease or disposition of any Lot shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Association. The original Owner of a Lot shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Association's records.

(5) Violation of, or failure to comply with, the covenants and restrictions contained herein shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the Lot. Invalidation of any one of the covenants or restrictions contained herein, or any portion thereof, by a judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency, which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except mortgages or other similar security agreements) purporting to convey, transfer, or assign any interest in a Lot shall contain appropriate language to subject the land within such conveyance, transfer or assignment to these covenants and restrictions.

(6) This Declaration and the covenants and restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any Lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a Lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

(7) In addition to the covenants, restrictions and reservations stated above, the Property shall be subject to (i) a water assessment of $1500.00 per Lot for the purpose of installing a central water system to bring water to the Lots, and (ii) a sewage tap fee of $3900.00, per Lot for the purpose of installing a central sewer system to dispose of sewage from the Lots. The water assessment shall be due and payable to the Declarant, or its assigns on or before six (6) months after the Lot is conveyed by Rockin J Ranch, Ltd., a Texas Limited Partnership. The sewage tap fee shall be due and payable at the owner's request following completion of construction of the central sewage system and approval thereof by applicable governmental authorities. The payment of both the water assessment and the sewage fee shall be secured by a lien on the Lot which can be judicially foreclosed after it is 30 days delinquent. In case of foreclosure, all costs of suit, including reasonable attorney's fees, shall be paid by the Owner.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the 28th day of September 2004.

Rockin J Ranch, Ltd.

BY: _____
Lee R. Roper, President of RJR, Ltd.,
its General Partner

STATE OF TEXAS)(
)(
COUTNY OF BLANCO)(

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE this 28th day of September 2004, by Lee R. Roper, President of RJR, Ltd., for and on behalf of said company.

MARY HAYNES
MY COMMISSION EXPIRES
August 1, 2008

_____
Notary Public, State of Texas

Filed this 28 day of Sept 2004

9:34A M

KAREN NEWMAN
County Clerk, Blanco County, Texas

By Patricia C. Lemen Deputy

061900

FIRST AMENDMENT TO DECLARATION
OF RESERVATIONS, COVENANTS, AND CONDITIONS
FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), file number 042955 (the "Declaration"); and

WHEREAS, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant deems it to be in the best interest of the Development to amend Article III, sections (5) and (8) of the Declaration.

THEREFORE, Article III, sections (5) and (8) of the Declaration are deleted and the following substituted therefore:

1. Article III, section (5) of the Declaration is amended to read as follows:

" Each one-story single-family dwelling constructed on Lots 899-938 and Lots 1,048-1,097 shall contain a minimum of Two Thousand, Four Hundred (2,400) square feet of heated/cooled floor space. Each two-story single-family dwelling constructed on Lots 899-938 and Lots 1,048-1,097 shall contain a minimum of Three Thousand (3,000) square feet of heated/cooled floor space. Each one-story single-family dwelling constructed on any other Lot shall contain a minimum of One Thousand, Eight Hundred (1,800) square feet of heated/cooled floor space. Each two-story single-family dwelling constructed on any other Lot shall contain a minimum of Two Thousand, Two Hundred (2,200) square feet of heated/cooled floor space. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. All improvements on a Lot shall have at least a 6:12 roof pitch and at least a one-car attached garage. No residential dwelling or structure on any Lot shall exceed Thirty-five feet (35') in height above the highest natural ground level abutting such improvements. A "basement" level is permitted so long as the height restriction herein set forth is not exceeded. The outside walls of each dwelling constructed on Lots 899-938 and Lots 1,048-1,097 shall consist of not less than eighty percent (80%) masonry construction, consisting of brick, ledge stone, fieldstone, or native types of stone veneer. The outside walls of each dwelling constructed on any other Lot shall consist of not less than sixty percent (60%) masonry construction, consisting of brick, ledge stone, fieldstone, or native types of stone veneer. Improvements constructed exclusively with log or cedar siding shall not require any masonry.

2. Article III, section (8) of the Declaration is amended to read as follows:

"Fences may only be constructed on a Lot with approval of the Committee. No fence may create a safety hazard or create a sight-line hazard on any street intersection. Privacy fences higher than four feet (4'), chain link fences, cable or wire fences or other similar-type fences are prohibited. The front of any fence may not be closer to the front Lot line than the front of a residential dwelling. Fences along the rear lot line of any Lot

that abuts or is adjacent to golf course fairways or greens shall be constructed of black wrought-iron spaced between masonry posts approximately ten feet (10') apart, with each post having dimensions of one foot (1') in width, one foot (1') in length and five feet (5') in height. In all cases, fences shall be completed within two (2) months from the commencement date thereof.

Except as amended herein, the Declaration shall remain in full force and effect.

In witness whereof, the Declarant has caused this instrument to be executed on the 10TH day of May, 2006.

Rockin J Ranch, Ltd.

By: _____
Lee R. Roper, President of RJR, L.L.C.,
its general partner

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on this the 10th day of May, 2006, by Lee R. Roper, President of RJR Ranch, L.L.C., a Texas limited liability company, the general partner of Rockin J Ranch, LTD., a Texas limited partnership, on behalf of said company and partnership.

DEANNE LEWIS
MY COMMISSION EXPIRES
March 7, 2009

_____
Notary Public in and for the State of Texas

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequance on the date and the time stamped heron by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

MAY 19 2006

_____
COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed this 15 day of May 2006
10:39 A.M.
KAREN NEWMAN
County Clerk, Blanco County, Texas
By Laura M. Walla Deputy

VOL 0342 PAGE 043

#080398

SECOND AMENDMENT TO DECLARATION
OF RESERVATIONS, COVENANTS, AND CONDITIONS
FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), file number 042955 (the "Declaration"); and

WHEREAS, on May 15, 2006, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant"), filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 0342, Page 042 (the "First Amendment"); and

WHEREAS, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant deems it to be in the best interest of the Development to amend Article IV, section (7) (ii) of the Declaration.

THEREFORE, Article IV, section (7) (ii) of the Declaration is deleted and the following substituted therefor:

> "(ii) a sewage tap fee of $500.00 per Lot for the purpose of installing a central sewer system to dispose of sewage from the Lots."

Except as amended herein, the Declaration and First Amendment shall remain in full force and effect.

In witness whereof, the Declarant has caused this instrument to be executed on the ___ day of January, 2008.

Filed this 1st day of Feb 2008
12:57 PM
KAREN NEWMAN
County Clerk, Blanco County, Texas
By Karen Newman Clerk

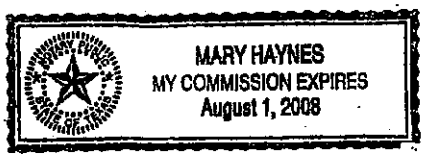
Rockin J Ranch, Ltd.

By: _____
Lee R. Roper, President of RJR, L.L.C.,
its general partner

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on this the 30th day of January, 2008, by Lee R. Roper, President of RJR Ranch, L.L.C., a Texas limited liability company, the general partner of Rockin J Ranch, LTD., a Texas limited partnership, on behalf of said company and partnership.



Notary Public in and for the State of Texas

102998

THIRD AMENDMENT TO DECLARATION OF RESERVATIONS, COVENANTS, AND CONDITIONS FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), file number 042955 (the "Declaration"); and

WHEREAS, on May 15, 2006, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant"), filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 0342, Page 042 (the "First Amendment"); and

WHEREAS, on February 4, 2008, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant") filed the Second Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 0380, Page 956 (the "Second Amendment"); and

WHEREAS, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant deems it to be in the best interest of the Development to amend Article III section (9) of the Declaration.

THEREFORE, Article III, Section (9) of the Declaration is amended to read:

No improvements shall be constructed on a Lot within fifty feet (50') of the front and rear setback lines, and within twenty feet (20') of the side setback lines unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written request from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Except as amended herein, the Declaration and prior recorded amendments shall remain in full force and effect.

In witness whereof, the Declarant has caused this instrument to be executed on the 20th day of September, 2010.

Filed this 12th day of Oct 20 10
11:45 A M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Tonia M Wells Deputy

Rockin J Ranch, Ltd.

By: Lee R Roper
Lee R. Roper, President of RJR Ranch, LLC, Its General Partner

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on this 20th day of September, 2010, by Lee R. Roper, President of RJR Ranch, LLC, a Texas limited liability company, the general partner of Rockin J Ranch, LTD., a Texas limited partnership, on behalf of said company and partnership.

MARY HAYNES
MY COMMISSION EXPIRES
August 1, 2012

Mary Haynes
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

OCT 14 2010

Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed this 29 day of May 2012
1:26 P.M.

121616

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [signature] Deputy

FOURTH AMENDMENT OF DECLARATON OR RESERVATIONS, CONVENANTS, AND CONDITIONS FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, (the "Development"), file number 042955 (the "Declaration"); and

WHEREAS, on May 15, 2006, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant"), filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 0342, Page 042 (the "First Amendment"); and

WHEREAS, on February 4, 2008, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant") filed the Second Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 0380, Page 956 (the "Second Amendment"); and

WHEREAS, on September 20, 2010, Rockin J Ranch Ltd., a Texas Limited Partnership (the "Declarant") filed the Third Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas in Vol. 428, Page 0093-0094, Doc. #102998 (the "Third Amendment"); and

WHEREAS, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant deems it to be in the best interest of the Development to amend Article III section (9) of the Declaration to show the set back lines for each subdivision as noted on the front page of the Map and Plat for Phase 1, Phase 2, Phase 3, Phase 3A, Phase 4, Phase 5 and Phase 6.

THEREFORE, Article III, Section (9) of the Declaration is amended to read:

Phase 1 of Rockin J Ranch: No improvements shall be constructed on a Lot within fifty feet (50') of the front and rear setback lines, and within twenty feet (20') of the side setback lines along with a utility easement of twenty five feet (25') along the front and twenty feet (20') on the sides and rear unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state

and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 2 of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines (of which) a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 3 of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines of which a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 3A of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines of which a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 4 of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines of which a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 5 of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines of which a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Phase 6 of Rockin J Ranch: No improvements shall be constructed on a Lot within thirty feet (30') of the front setback lines, and within twenty five feet (25') of the rear setback lines, and within ten feet (10') of the side setback lines of which a utility easement of twenty five feet (25') in width runs along the front and ten feet (10') in width runs along the sides and twenty feet (20') in width runs along the rear, are reserved for drainage and utilities, unless dimensions are otherwise set forth on a subdivision plat or a portion of the property, duly recorded and filed in the Official Records of Blanco County, Texas, or otherwise required by applicable zoning regulations. In specific cases where topographic restrictions prevent compliance with the above referenced setback lines, a variance may be granted for that specific lot by the Committee upon written requested from the property owner. Subject to applicable state and local rules, all deviations of the setback lines must first be approved by the Committee.

Except as amended herein, the Declaration and prior recorded amendments shall remain in full force and effect.

In witness whereof, the Declarant has caused this instruments to be executed on the 23 day of May, 2012.

Rockin J Ranch, Ltd.

By: Lee R Roper
Lee R. Roper, President of RJR Ranch, LLC, Its General Partner

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on this 23rd day of May, 2012, by Lee R. Roper, President of RJR Ranch, LLC, a Texas limited liability company, the general partner of Rockin J Ranch, LTD., a Texas limited partnership, on behalf of said company and partnership.

MARY HAYNES
MY COMMISSION EXPIRES
August 1, 2012

Mary Haynes
Notary Public in and for the State of Texas.

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

MAY 30 2012

Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

194288

FIFTH AMENDMENT OF DECLARATION OR RESERVATIONS, COVENANTS, AND CONDITIONS FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), file number 042956 (the "Declaration"); and

WHEREAS, on May 15, 2006, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant"), filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), Volume 0342, Page 042 (the "First Amendment"); and

WHEREAS, on February 4, 2008, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant") filed the Second Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), Volume 380, Page 956 (the "Second Amendment"); and

WHEREAS, on September 20, 2010, Rockin J Ranch Ltd., a Texas limited partnership (the "Declarant") filed the Third Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, Volume 428, Page 0093, (the "Third Amendment"); and

WHEREAS, on May 29, 2012, Rockin J Ranch, Ltd., a Texas limited partnership, filed the Fourth Amendment of Declaration or [sic] Reservations, Convenants [sic], and conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, in Volume 455, Page 122 (the "Fourth Amendment"); and

WHEREAS, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant deems it to be in the best interest of the Development to amend the Declaration to change the provisions regarding privacy fences, to allow propane storage tanks to be buried, and to vest in the Architectural Control Committee the sole discretion to decide whether to approve or disapprove plans for construction on strictly aesthetic grounds, and to prevent negative impact on property values, and the right to deny construction approval to those in violation of the covenants and restrictions;

NOW, THEREFORE, the Declaration is amended to read as follows:

I.

Article II, Section 4 of the Declaration is amended to read as follows:

> (4) The Committee shall review applications for proposed improvements in order to ensure (i) conformity of the proposed

improvements with the covenants, conditions and restrictions contained in this Declaration, (ii) compliance with construction standards promulgated by the Declarant, (iii) harmony of external design and color thereof in relation to surrounding structures and topography, (iv) for subjective aesthetic reasons, such as to prevent undesirable appearances resulting from the repetition of house elevation designs and other subjective concerns as to appearance, and (5) to avoid development practices that, in the sole and absolute discretion of the Committee, may have a negative impact on the values of property in the Subdivision, such as the prevention of excessive numbers of spec homes. Also, any owner or builder who has committed a violation of the covenants or restrictions and that has failed to cure that violation may be denied permission to construct, alter, modify or remove any structure or improvement so long as they remain in violation. An application can be rejected for providing insufficient information. If an application is rejected, the Committee will detail the reasons for rejection to assist the applicant to remedy the deficiencies. The decision of the Committee shall be final, conclusive and binding upon the applicant, and it shall not be subject to review by anyone for any reason.

II.

Article III, Section 8 of the Declaration is amended to read as follows:

(8) Fences may only be constructed on a Lot with approval of the Committee. No fence may create a safety hazard or create a sight-line hazard on any street intersection. Privacy fences higher than six feet (6'), chain link fences, cable or wire fences or other similar type fences are prohibited. The front of any fence may not be closer to the front Lot line than the front of a residential dwelling. Fences along the rear lot line of any Lot that abuts or is adjacent to golf course fairways or greens shall be constructed of black wrought-iron spaced between masonry posts approximately ten feet (10') apart, with each post having dimensions of one foot (1') in width, one foot (1') in length and give feet (5') in height. In all cases, fences shall be completed within two (2) months from the commencement date thereof.

III.

Article III, Section 18 of the Declaration is amended to read as follows:

(18) All storage tanks may be buried underground and be properly designed and constructed to minimize the possibility of leaks or releases of fuel into the environment.

11th IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day of December, 2019.

ROCKIN J RANCH LTD.

By: _____
Craig Hopper, Authorized Agent
of RJR Ranch, LLC, its general partner

STATE OF TEXAS §
§
COUNTY OF COMAL §

Before me, the undersigned notary public, on this day personally appeared Craig Hopper, Authorized Agent of RJR Ranch, LLC, its general partner, and 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 11th day of December, 2019.

MAYA GORDON
Notary Public, State of Texas
Comm. Expires 08-22-2023
Notary ID 13214122-5

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rockin J Ranch Subdivision
c/o Rinco of Texas
9061 FM 32
Fischer, TX 78623
6316001/1820395v2

Filed this 13 day of Dec 2019
1:00 PM
Laura Walla
County Clerk, Blanco County, Texas
By Aurnya Reed Deputy

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

DEC 13 2019

Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

SIXTH AMENDMENT TO DECLARATION OF RESERVATIONS, COVENANTS, RESTRICTIONS, AND CONDITIONS FOR ROCKIN J RANCH

THE STATE OF TEXAS §
§
COUNTY OF BLANCO §

WHEREAS, Rockin J Ranch, Ltd., being a Texas limited partnership, caused the Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch to be recorded in the Official Public Records of Real Property of Blanco County, Texas on September 28, 2004 under Clerk's File No. 042955 ("**042955 Declaration**"), as well as the Declaration Recording the Establishment of the Rockin J Ranch Maintenance Corporation to be contemporaneously recorded in the Official Public Records of Real Property of Blanco County, Texas on September 28, 2004 under Clerk's File No. 042956 ("**042956 Declaration**"), which imposed various covenants, conditions and restrictions upon certain property in Blanco County, Texas, as described in Exhibit "A" of the deed recorded in Vol. 28, Page 949 of the Official Public Records of Real Property of Blanco County, Texas (collectively the 042955 Declaration and the 042956 Declaration shall be referred to herein as the "**Declaration**"); and

WHEREAS, the Declaration was amended by the "First Amendment to Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch," recorded in the Official Public Records of Real Property of Blanco County, Texas on May 15, 2006 under Clerk's File No. 061900; the "Second Amendment to Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch," recorded in the Official Public Records of Real Property of Blanco County, Texas on February 1, 2008 under Clerk's File No. 080398; the "Third Amendment to Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch," recorded in the Official Public Records of Real Property of Blanco County, Texas on October 14, 2006 under Clerk's File No. 102998; the "Fourth Amendment to Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch," recorded in the Official Public Records of Real Property of Blanco County, Texas on May 30, 2012 under Clerk's File No. 121616; and the "Fifth Amendment to Declaration of Reservations, Covenants, Restrictions, and Conditions for Rockin J Ranch," recorded in the Official Public Records of Real Property of Blanco County, Texas on December 13, 2019 under Clerk's File No. 194288; and

WHEREAS, the Declarant reserved the right to amend the Declaration; and

WHEREAS, the Declarant desires to further amend the Declaration; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Sixth Amendment; and

NOW THEREFORE, pursuant to the Declaration, the Declarant makes the following amendment to the Declaration.

1. **Article III of the 042955 Declaration is hereby amended to add the following new Section 40:**

> (40) The following exceptions to these restrictions set forth in Article III of this Declaration apply to the 19.92 acre tract located in the Property ("19.92 Acre Tract") more specifically described in Exhibit "A" to that certain Warranty Deed with Vendor's Lien which is recorded under Clerk's File No. 200354 in the in the Official Public Records of Real Property of Blanco County, Texas on February 3, 2020 ("Deed"). The owner of the 19.92 Acre Tract shall: (1) be allowed to build a barn before the main residence; (2) be allowed to have horses and livestock; (3) be excluded from any building requirements; (4) be allowed to construct multiple buildings; and (4) be allowed short-term rentals, excluding venues consisting of more than twenty (25) guests.

2. **Section 2 of Article III entitled "Membership" of the 042956 Declaration is hereby deleted and completely replaced and superseded by the following:**

> Section 2. The initial annual maintenance fees, payable to the Association, shall be $300.00 per Lot. If an Owner owns multiple Lots, the second Lot will be assessed at half (1/2) the annual maintenance fee, the third Lot will be assessed at a one-quarter (1/4) of the annual maintenance fee, and $10.00 for each additional Lot thereafter. The Association, acting through the Board of Directors, may, at its sole discretion and without a vote by the Members, increase the annual maintenance fee in an amount up to ten percent (10%) annually. The annual maintenance fee may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person, by proxy, absentee or electronic ballot, at a meeting called for this purpose at which a quorum is present in person, by proxy, absentee or electronic ballot. The annual maintenance fee may not be adjusted more than once in a calendar year, nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such annual maintenance fee present at a meeting called for this purpose at which a quorum is present in person, by proxy, absentee or electronic ballot.

3. **Article III entitled "Membership" of the 042956 Declaration is hereby amended to add the following new Section 5:**

> Section 5. In addition to the annual maintenance fee authorized herein, the Association may levy a special assessment

applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair, or replacement of a capital improvement in the Common Area, or any unbudgeted expenses or expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, provided that any such special assessment must have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person, by proxy, by absentee or electronic ballot; and (ii) the written approval of Declarant during the development period (as defined by the Texas Property Code). Such special assessments are due and payable as set forth in the resolution authorizing such special assessment and may be levied only against those Owners subject to the annual maintenance fee. The Association, if it so chooses, may levy a special assessment against only those Lots benefited by or using the capital improvement for which the special assessment is being levied. Special assessments are due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant is not obligated to pay special assessments.

The Declaration, as hereby amended, is in all respects ratified and confirmed and shall remain in full force and effect. If any provision of this Sixth Amendment is found to be in conflict with the Declaration, this Sixth Amendment shall control.

IN WITNESS WHEREOF, this Sixth Amendment is executed by the Declarant and effective upon recording in the real property records of Blanco County, Texas.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 6th day of May, 2022.

DECLARANT:

ROCKIN J RANCH, LTD.
a Texas limited partnership

By: RJR Ranch, LLC, its general partner

By: _____ C.E.O.
Craig Hopper, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, on this day personally appeared Craig Hopper, Chief Executive Officer of RJR Ranch, LLC, a Texas limited liability company, the general partner of Rockin J Ranch, Ltd., a Texas limited partnership, on behalf of said entity.

Given under my hand and seal of office, this 6th day of May, 2022.

ELIZABETH T. POWDRILL
Notary Public, State of Texas
Comm. Expires 11-02-2024
Notary ID 12887607-3

_____
Notary Public – State of Texas

After recording return to:
Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056
RMWBH FILE NO. 707-1-00001

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 222516

eRecording - Real Property

AMENDMENT

Recorded On: May 09, 2022 08:07 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $33.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	222516
Receipt Number:	20220506000017
Recorded Date/Time:	May 09, 2022 08:07 AM
User:	Melody E
Station:	cclerk03

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Blanco County, Texas.**

Laura Walla
Blanco County Clerk
Blanco County, TX

Laura Walla

SEVENTH AMENDMENT OF DECLARATION OF RESERVATIONS, COVENANTS, AND CONDITIONS FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch, Ltd., a Texas limited partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development" or "Subdivision"),file number 042956 (the "Declaration" herein); and

WHEREAS, on May 15, 2006, Rockin J Ranch, Ltd., a Texas limited partnership (the "Declarant"), filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), Volume 0342, Page 042 (the "First Amendment"); and

WHEREAS, on February 4, 2008, Rockin J Ranch, Ltd., a Texas limited partnership (the "Declarant") filed the Second Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas (the "Development"), Volume 380, Page 956 (the "Second Amendment"); and

WHEREAS, on September 20, 2010, Rockin J Ranch, Ltd., a Texas limited partnership (the "Declarant") filed the Third Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, Volume 428, Page 0093, (the "Third Amendment"); and

WHEREAS, on May 29, 2012, Rockin J Ranch, Ltd., a Texas limited partnership, filed the Fourth Amendment of Declaration of [sic] Reservations, Covenants [sic], and conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, in Volume 455, Page 122 ("Fourth Amendment"); and

WHEREAS, in December 2019, Rockin J Ranch, Ltd., a Texas limited partnership, filed the Fifth Amendment of Declaration of Reservations, Covenants, and conditions for the Rockin J Ranch Subdivision at Clerk's File No. 194288 in the Office of Public Records of Blanco County, Texas.

WHEREAS, in May 2022, Rockin J Ranch, Ltd., a Texas limited partnership, filed the Sixth Amendment of Declaration of Reservations, Covenants, and conditions for the Rockin J Ranch Subdivision at Clerk's File No. 222516 in the Official Public Records of Blanco County, Texas.

WHEREAS, Declarant reserved the right to alter, modify, or amend the Declaration; and

WHEREAS, Declarant has determined it is proper and necessary and in the best interest of the Development to amend the Declaration to change the provisions identified below.

NOW, THEREFORE, the Declaration is amended, altered, or modified to read as follows:

I.

Article II, Section 4 of the Declaration is further amended, altered or modified to read as follows, partially revoking part of the Fifth Amendment that was overly vague and had questionable validity in terms of how it was being applied. Article II, Section 4 now reads as follows:

> (4) The architectural review authority of the Association, whether called architectural control committee or architectural review committee, however designated or named by the Association ("ACC" or "Committee" herein) shall review applications for proposed improvements in order to ensure (i) conformity of the proposed improvements with the covenants, conditions and restrictions contained in this Declaration, (ii) compliance with construction standards promulgated by the Declarant, and (iii) harmony of external design and color thereof in relation to surrounding structures and topography. Action on an application may be rejected for providing insufficient information. If an application is rejected, the ACC will detail the reasons for rejection to assist the applicant to remedy the deficiencies

All language under Roman Numeral I in the Fifth Amendment to the Declaration (being the section of such amendment that amended Article II, Section 4 of the Declaration) that is not restated above, is hereby rescinded.

II.

The following additional provisions are also added to Article II, Section 4 of the Declaration relating to the ACC:

> The ACC will have no power to deny proposed plans by a member because of any concern that there may be too many homes being built at one time, whether the home is a "speculative home" (meaning a home that is not sold to the intended occupant prior to construction starting) or otherwise; and the ACC shall have no power to prevent an owner from building a home only because the owner already has one or more other homes under construction or one or more other homes that have been constructed but not sold.
>
> The ACC should approve proposed plans for improvement by a member unless the plans clearly indicate a violation of a restriction set forth in the Declaration of Reservations, Covenants and Conditions For the Rockin J. Ranch Subdivision as amended ("Declaration"). Put another way, the default position is that the ACC must approve plans for improvements proposed by an owner or agent on his, her, or its behalf unless the ACC determines such plans are in material violation of the Declaration and, if denied, the ACC must identify the specific restriction of the Declaration that the plans violate so as to give the owner a meaningful opportunity to cure with a new submission.
>
> The ACC will have no power to make decisions upon its review of proposed plans for improvements to deny same based on its "sole" or "absolute discretion" or on any other purely subjective standard. However, to the extent the ACC exercises discretion in denying proposed plans for improvements that is allowed by the Declaration, it will be presumed that the exercise of such discretion by the ACC is reasonable. If there is a denial by the

ACC of an owner's proposed plans, and such denial is timely appealed to the Board of Directors, the Board of Directors of the Association may take up such matter de novo, as if taken up by the ACC for the first time, and may consider any new information presented by the appealing applicant. If the ACC denies plans and if such denial is timely appealed to the Board, and the Board affirms the denial, the owner may judicially challenge the denial of its proposed plans for improvements if the owner demonstrates that the denial, and any exercise any discretion by the ACC or Board in connection with such denial, was arbitrary, capricious or discriminatory.

The identity, gender, profession, age, religious or political affiliation, or other characteristics of the owner shall not be a factor in the consideration of proposed plans by an owner. The nature of an owner as a company, partnership, corporation, limited liability company, Trust or other entity, shall not be a factor in the consideration of proposed plans by an owner; any application for improvements by any owner, whether individual or company, shall not be treated differently because of the nature of ownership of the property sought to be improved. No provision in any architectural or design guidelines of the Association or ACC may place more onerous burdens on an owner of a lot merely because of the characteristics or identity of an owner who is an applicant seeking approval of proposed improvements. For example, no provision in the Declaration as amended or any design guidelines of the ACC or Association may be promulgated, interpreted, or applied to place more onerous burdens on an owner of a lot merely because that owner is a homebuilder at the time of the proposed improvements, as opposed to a non-homebuilder owner. Any provision in any design guidelines or rules of the Association or the ACC that is inconsistent with the Declaration as amended, including but not limited to any guideline or ACC rule that purports to limit the number of speculative homes (spec homes) that an owner, builder, or contractor may have under construction at any point in time, is unenforceable. Any provision in any guideline or purported rule of the ACC or the Association that seeks to be applicable only to builders as opposed to non-builder owners would be contrary to the Declaration as amended, and is not enforceable.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the 23rd day of February, 2026.

ROCKIN J RANCH LTD.

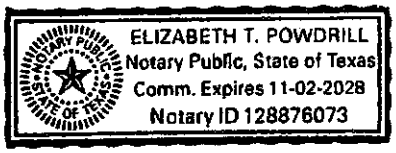
By: _____ CEO

Craig Hopper, Authorized Agent
of RJR Ranch, LLC, its general partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary public, on this day personally appeared Craig Hopper, Authorized Agent of RJR Ranch, LLC, its general partner, and 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 the office the 23rd day of February, 2026.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rockin J Ranch, Ltd.
c/o Peter Kilpatrick
Langley & Banack
745 E. Mulberry
San Antonio Texas 78212

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 260607

eRecording - Real Property

DECLARATION

Recorded On: February 23, 2026 01:53 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $32.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	260607
Receipt Number:	20260223000011
Recorded Date/Time:	February 23, 2026 01:53 PM
User:	Janice C
Station:	Clerk3

Record and Return To:

CSC

STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Blanco County, Texas.**

Laura Walla
Blanco County Clerk
Blanco County, TX

Laura Walla

EIGHTH AMENDMENT OF DECLARATION OF RESERVATIONS, COVENANTS, AND CONDITIONS FOR THE ROCKIN J RANCH SUBDIVISION

WHEREAS, on September 28, 2004, Rockin J Ranch, Ltd., a Texas limited partnership (the "Declarant"), filed a Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision (the "Development" or "Subdivision") in the Official Public Records of Blanco County, Texas, file number 042955 (the "Declaration" or "Doc # 042955" herein); and

WHEREAS, on May 15, 2006, Declarant, filed the First Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, Volume 0342, Page 042 (the "First Amendment"); and

WHEREAS, on February 4, 2008, Declarant filed the Second Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, Volume 380, Page 956 (the "Second Amendment"); and

WHEREAS, on September 20, 2010, Declarant filed the Third Amendment to Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, Volume 428, Page 0093, (the "Third Amendment"); and

WHEREAS, on May 29, 2012, Declarant filed the Fourth Amendment of Declaration of [sic] Reservations, Covenants [sic], and Conditions for the Rockin J Ranch Subdivision in the Official Public Records of Blanco County, Texas, in Volume 455, Page 122 ("Fourth Amendment"); and

WHEREAS, in December 2019, Declarant filed the Fifth Amendment of Declaration of Reservations, Covenants, and Conditions for the Rockin J Ranch Subdivision at Clerk's File No. 194288 in the Official Public Records of Blanco County, Texas; and

WHEREAS, in May 2022, Declarant filed the Sixth Amendment of Declaration of Restrictions, Covenants, and Conditions for the Rockin J Ranch Subdivision at Clerk's File No. 222516 in the Official Public Records of Blanco County, Texas, purporting to amend not just itself, but provisions in a separate Declaration Regarding the Establishment of the Rockin J. Ranch Maintenance Corporation (Doc # 042956); and

WHEREAS, in February 2026, Declarant filed the Seventh Amendment of the Declaration of Restrictions, Covenants, and conditions for the Rockin J. Ranch Subdivision at Clerk's file No. 260607 in the Official Public Records of Blanco County, Texas; and

WHEREAS, Declarant reserved the right to alter, modify, or amend the Declaration; and

WHEREAS, the amendments below are determined by the Declarant to be proper and necessary, NOW, THEREFORE,

I.

Consistent with the Seventh Amendment, the provisions under the original Declaration at Article III Paragraph (25) regarding General Contractor's signs and residential "For Sale" signs, as to provisions in Article III Paragraph (25) that allowed the Association to limit sign permits issued by the Committee for the stated purpose of preserving the non-commercialization of the

residential sections of the Subdivision, such terms are rescinded. However, while "For Sale" signs need not be the subject of a permit process any longer, they shall, when posted, be professionally prepared, no larger than 24 inches by 26 inches in size and staked to the ground.

II.

The following additional provisions are also added to the end Article IV, Section 4 of the Declaration (Doc #042955) as a new paragraph (8). Article IV, Section 4 of said Declaration (Doc #042955) is now added to provide as follows:

> To encourage resolution and potentially avoid expenses of litigation, before any lawsuit is filed by the Association or its Architectural Control Committee ("ACC") against a member of the Association or any builder building on behalf of a member, and before any member would file a lawsuit against the Association or its ACC involving in any way land use restrictions, the ACC's denial of proposed improvements, or involving an allegation involving the Declaration as amended, unless the circumstances are truly urgent requiring the filing of suit to obtain an emergency temporary restraining order, the parties must first seek to mediate their dispute before a mutually agreeable mediator before filing suit. Any party violating this provision by filing suit prematurely will be precluded from seeking attorney's fees or court costs against the other.

III.

The following additional provisions are added as (3) under Paragraph I. Maintenance Corporation of the Declaration (Doc #042955)

> (3) Until such time that Declarant owns less than 10 lots in the Subdivision, no Policies or Rules or Regulations of any kind affecting these Restrictions, the golf course, the membership, or Declarant may be issued or adopted by the Board of Directors of the Association or its ACC, without the express written consent of the Declarant, and no such policy or rule or regulation may be recorded in the real property records of Blanco County, Texas without the express written approval of the Declarant.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the 15th day of May, 2026.

ROCKIN J RANCH LTD.

By: _____
Craig Hopper, Authorized Agent
of RJR Ranch, LLC, its general partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary public, on this day personally appeared Craig Hopper, Authorized Agent of RJR Ranch, LLC, its general partner, and 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 the office the 15th day of May 2026.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rockin J Ranch, Ltd.
c/o Peter Kilpatrick
Langley & Banack, Inc.
745 E. Mulberry, Suite 700
San Antonio Texas 78212



Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 261633

eRecording - Real Property

AMENDMENT

Recorded On: May 15, 2026 04:02 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: $28.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	261633
Receipt Number:	20260515000008
Recorded Date/Time:	May 15, 2026 04:02 PM
User:	Laura W
Station:	Clerk2

Record and Return To:

CSC

STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Blanco County, Texas.**

Laura Walla
Blanco County Clerk
Blanco County, TX

Laura Walla