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**GRUENE RIVER PLACE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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

THAT, WHEREAS, GRUENE RIVER HOMES, LLC, hereinafter called the DECLARANT, is the owner of that certain property platted as Gruene River Place, a platted subdivision in the City of New Braunfels, Texas more fully described on a plat recorded under Document No. 201606036316, in the Official Public Records of Comal County, Texas, less Lots 20 and 21, Block 2 of Gruene River Place, and MJBA, LLC is the owner of Lots 20 and 21, Gruene River Place, the plat of which is recorded under Document No. 201606036316 in the Official public Records of Comal County Texas, and which subdivision is sometimes referred to herein as the "Property"; and

WHEREAS, DECLARANT and MJBA, LLC desires to convey the property subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, DECLARANT and MJBA, LLC desires to create and carry out a uniform plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property, DECLARANT and MJBA, LLC hereby adopts and establishes the following Declaration of Reservations, Restrictions, Covenants, Conditions and Easements to apply uniformly to the use, improvement, occupancy and conveyance of all the Property:

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of improvements upon the Property. Said Committee shall determine color schemes, exterior materials, roofing materials, and flatwork appearance to meet guidelines for construction.

1.02 Architectural Committee Rules. “Architectural Committee Rules”, hereinafter sometimes “Committee Rules”, shall mean the rules adopted by the Architectural Committee.

1.03 Certificate of Formation. “Certificate” shall mean the Certificate of Formation of GRUENE RIVER PLACE OWNERS ASSOCIATION, which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.

1.04 Assessments. “Assessments” shall mean assessments of the Association and includes both regular and special assessments.

1.05 Association. “Association” shall mean and refer to GRUENE RIVER PLACE OWNERS ASSOCIATION.

1.06 Association Proper. “Association Property” shall mean all real or personal property now or hereafter owned by or leased to the Association.

1.07 Beneficiary. “Beneficiary” shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.08 Board. “Board” shall mean the Board of Directors of the Association.

1.09 Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.

1.10 Declaration. “Declaration” shall mean this instrument and as it may be amended from time to time.

1.11 Improvement. “Improvement” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, mailboxes, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, dish-type antennas, solar energy devices, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.12 Lot. “Lot” or “lots” shall mean any unit or units of land within the Property.

1.13 Maintenance Fund. “Maintenance Fund” shall mean the fund created for the receipts and disbursements of the Association.

1.14 Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions of the Association.

1.15 Member. “Member” shall mean any person who is a member of the Association.

1.16 Mortgage. “Mortgage” shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.17 Owner(s). “Owner(s)” shall mean the person or entity, holding a fee simple interest in any portion of the Property, but shall not include the Beneficiary of a Mortgage.

1.18 Person. “Person” shall mean an individual or entity having the legal right to hold title to real property.

1.19 Plans and Specifications. “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.20 Record, Recorded, and Recordation. “Record, Recorded, and Recordation” shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Comal County, Texas.

1.21 Recreation and Open Space. “Recreation and Open Space” shall mean the portions of the Property designated as common area thereafter to be held for recreational purposes, entryways or signage areas for the benefit of all Owners; provided, however, that access to any Recreation and Open Space may be limited to persons currently paying assessments fees and other charges, or otherwise conditioned or restricted, or made available to non-owners.

1.22 Gruene River Place Restrictions shall mean this Declaration, together with any and all supplemental Declarations, as the same may be amended from time to time, together with the Gruene River Rules, Committee Rules and the Certificate and Bylaws of the Association from time to time in effect.

1.23 Gruene River Place Rules shall mean the rules adopted by the Board pursuant to Section 5.05(C) hereof, as they may be amended from time to time.

1.24 Subdivision. “Subdivision” shall mean GRUENE RIVER PLACE, a subdivision in New Braunfels, Texas, according to the map or plat recorded under Clerk’s Document No. 201606036316 in the Official Public Records of Comal County, Texas.

1.25 Supplemental Declaration. “Supplemental Declaration” shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by DECLARANT, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

**ARTICLE II
DEVELOPMENT OF THE PROPERTY**

DECLARANT may divide or subdivide the Property into several areas, develop some of the Property and, at DECLARANT'S option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, DECLARANT may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions and restrictions as DECLARANT may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

**ARTICLE III
GENERAL RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

3.01 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or the Association Property without the prior written approval of the Board.

3.02 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof, provided, however, that when DECLARANT is Owner thereof, DECLARANT may further divide and subdivide any lot and convey an easement or other interest less than the whole.

3.03 Signs. Except as otherwise provided in the Texas Property Code or other statute, no sign of any kind shall be displayed, erected, or maintained on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or signs used by the Developer in connection with the development of the Property. During the period of time in which Developer owns one or more Lots, all Signage must be uniform in nature to include color, materials, and size of original marketing materials by the Developer with the Gruene River Homes logo. During such period, no signage will be permitted unless the Gruene River Homes Design is utilized and approved by Developer. Notwithstanding anything contained herein to the contrary Thomas Veters or his assigns is permitted to place a For Sale sign on Hanz Rd. near the Southwest corner of the Property to advertise the remaining approximate two acre tract of land adjacent to the Northwest corner of the Property.

3.04 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all

times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view. All rubbish, debris and/or trash will be allowed to accumulate or remain due to construction of homes or clearing and the like. Builder shall be remove all excess materials regularly during construction to maintain the appearance of any lot or lots as deemed necessary by the Association.

3.05 Noise. No speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property no as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.06 Construction of Improvements & Landscaping. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee, and construction of such approved Improvements must commence on or before one (1) years from the date of the first conveyance or other transfer of a Lot to an Owner, and thereafter such construction must proceed diligently and be completed within one (1) year from date of its commencement.

A basic landscape package is required on every lot or lots to include grass, one (1) tree, a minimum of four (4) shrubs, and mulch in all flower beds. No rock, rock gardens or any type of material therein may be substituted for grass on any lots or lots. All properties shall maintain a landscaped lot or lots within the guidelines and keep said property, lot or lots manicured at all times both in the front of any structure and the rear. All waterfront properties will maintain, manicure and keep cleared the area or areas down the hillside, and all property to the border of the Guadalupe River. Landscaping must be completed within 21 days of conveyance of newly constructed home to Owner meeting all landscaping requirements.

3.07 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition, color and repair shall be final.

3.08 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.09 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by developer, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.10 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained unit (while attended and in use for cooking purposes),

campfires or picnic fires in Recreation and Open Spaces designated for such use by developer or by the Association as to Association Property.

3.11 Temporary Structures. No tent, shack or other temporary building, improvement or prefabricated structures shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of the developer, such approval to include the nature, size, duration and location of such structure.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.13 Unightly Certificate & Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from the adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters and wagons, shall be subject to the Gruene River Rules, which may regulate, prohibit or limit the use thereof within specified parts of the Property. In addition to the foregoing, and without limiting the generality thereof, the overnight parking of vehicles of any type or description whatsoever upon the private or public roads or rights-of-way within the Subdivision shall be prohibited. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics, tubing and recreational equipment shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

3.14 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No more than three ordinary household pets (being dogs and cats) are allowed on any Lot. No breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry or livestock may be kept on any Lot. All pets shall be kept on the Owner's Lot and shall not be allowed to roam or run at large.

3.15 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural

Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. No wire fence or chain link may be erected on any Lot perimeter or boundary line. All privacy fencing where permitted must be stained and sealed before completion of construction or immediately after construction thereof per the selections of the Architectural Control Committee.

3.16 Fire Insurance. All Improvements situated on Lots in the Property shall be covered by full and proper insurance to cover the full replacement cost of said Improvements, and a certificate of such insurance shall be filed with the Association, and if any Improvement situated on any such Lot is not insured, then the Association may, on its own, purchase sufficient insurance for said Improvements and assess the cost of the premium to the Owner of the Lot. Each policy of fire insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to the Association. The Owner shall be responsible for insurance deductibles or shortfall with respect to the repair or reconstruction of Improvements as a result of damage caused by fire, wind, or other casualty. In case of fire, casualty, or any other disaster, the insurance proceeds from such policy shall be applied to the restoration of the Improvements, with such restoration being accomplished as promptly as reasonably possible by the Owner. Restoration of the Improvements as used in this paragraph means restoring the Improvements to substantially the same condition in which they existed prior to the fire, casualty or other disaster. If the Owner of the Improvement damaged or destroyed by fire, casualty or other disaster fails or refuses to commence restoration of the Improvements within ninety (90) days from the date of the fire, casualty or other disaster, and proceed with due diligence in the restoration work, then the Association may make the necessary repairs or restoration of the Improvements and the Owner of the Lot on which the Improvements are situated shall be assessed for any amount expended for such repairs or restoration, and said assessment shall be a lien against the Lot until paid. The Association shall be authorized to add all such costs to the next regular billing of assessments for such Lot.

ARTICLE IV RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner, in monetary damages or otherwise, due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Building Height. No Improvement greater than twenty-eight (28) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the highest point on the Lot to the ridge line of the roof of the proposed Improvement.

4.03 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and shall be constructed of one hundred percent (100%) masonry (excluding windows and doors) or other materials specifically approved in writing by the Architectural Committee. All single family dwellings located on the interior of the Property (i.e. those not on a lot facing the Guadalupe River), hereby known as Garden Home Lots, shall contain not less than 1,500 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages. All single family dwellings located on a Lot adjacent to the Guadalupe River, hereby known as the Waterfront Home Lots shall contain not less than 1,700 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages.

4.04 Garages. All dwellings constructed on the Property shall be built with an attached or detached garage sufficient to park not less than two (2) vehicles. No Owner may alter or maintain any alteration in his garage in any manner that will prevent the parking of two vehicles therein.

4.05 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall not be allowed.

4.06 Set-back Requirements. No Improvement shall be located or erected nearer to any Lot line bordering a street right-of-way as indicated by the building set-back line shown on the Plat. Except as permitted by the Architectural Committee, or as shown on any plat filed of recorded. Minimum side yards will be established to maintain a minimum of five (5) feet to any interior lot line on any Waterfront lot or lots. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of any Improvement; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot. With respect to all Lots, the Architectural Committee shall determine the facing direction of all structures, including garages and accessory buildings, and its decision upon such matters shall be final. All Zero-Lot line lots shall be ten (10) feet from the property line with the structure on the property line as outlined in ZHA zoning.

4.07 Maintenance Easement. A five (5) foot easement of necessity shall exist as to each Lot in the Property for the purpose of maintenance and repair of the adjoining Lots and structures by their respective owners. By acceptance of a deed to one or more of the above Lots, the Owner thereof covenants to grant a five (5) foot easement of necessity to the owner of each adjoining Lot whereby access shall be provided to the Owners of said adjoining Lots, their servants, agents or independent contractors for the purpose of maintaining, repairing or improving the property of said adjoining Lot Owners. The Owner utilizing such maintenance easement shall restore the area thereof to its previous condition and shall be responsible for all clean-up made necessary by such use.

4.08 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes so long as such lease term exceeds 31 days. No daily, weekly or monthly rentals will be allowed. Leasing may be subject to further rules established by the Association.

4.09 Builder. GRUENE RIVER HOMES, LLC is the exclusive builder in this subdivision and all homes must be built by GRUENE RIVER HOMES, LLC, unless otherwise agreed to by GRUENE RIVER HOMES, LLC in writing.

ARTICLE V GRUENE RIVER OWNERS ASSOCIATION

5.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate and Bylaws or in this Declaration. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Only the Owners shall be members of the GRUENE RIVER PLACE OWNERS ASSOCIATION; provided, however, that no person shall be a Member by reason of ownership of any easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner shall automatically be a Member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the Property interest ownership which qualifies the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the Property interest, ownership of which qualifies the Owner thereof for membership, and then only to the transferee of title to said Property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

5.03 Voting Rights.

(A) Entitlement. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows: The Owner of each platted Lot shall have one (1) vote for each such Lot.

(B) DECLARANT'S Additional Votes. In addition to those votes to which it may be entitled under subsection (A) above, DECLARANT shall also have and be entitled to an additional two (2) votes for each one (1) vote outstanding in favor of any other person, other than DECLARANT, under said subsection (A) above. At such time as the number of Lots owned by persons other than DECLARANT total, in the aggregate, fifty-one percent (51%) of the total number of platted Lots situated on the Property, DECLARANT'S right to the additional Votes authorized under this section 5.03, paragraph (B), shall cease to exist and thereafter DECLARANT shall have only the votes, if any, to which it is entitled under subsection (A) above.

(C) Common Ownership. Any Property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one (1) person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such Property interest. A copy of such written designation shall be filed with the Board before any such vote may be cast, and upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

(D) Proxy Voting. Any Owner, including developer, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed in the Bylaws of the Association, but no such proxy shall be valid for a period greater than eleven (11) months.

(E) Cumulative Vote. The cumulative system of voting shall not be allowed.

5.04 Meetings. There shall be an annual meeting of the Members of the Association as determined by the Board of Directors of the Association each year at the principal office of the Association or acceptable location. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Board or by written notice signed by Owners having one-fifth (1/5) of the total votes outstanding, computed as provided in section 5.03 above. Notice shall be given to all Members if given by the Board and to all other Members if given by said Members. Special meetings of the Members may be called at any time by the president or the Board, or upon written request of the Owners who have one-fifth (1/5) of the total votes outstanding, computed as provided in Section 5.03 above.

(A) Notices. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association, delivered by email, if the email is on file with the Association, posted in a conspicuous location or by any other mean allowed by law. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting by including an agenda of the items proposed to be considered at the meeting.

(B) Quorum. The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding (computed as provided in section 5.03 above) shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours or more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of the majority of the votes present at such adjourned meeting.

(C) Presiding Officer. The Chairman of the Board of Directors, or in his absence, the Vice-Chairman, shall call meetings of Members to order and act as Chairman of such meetings. In the absence of both officers, any Member entitled to vote or any proxy of any such member may call the meeting to order, and a Chairman of

the meeting shall be elected. The Secretary of the Association, or in his absence, the Assistant Secretary, shall act as secretary of such meetings, and in the absence of both officers, a secretary shall be selected in the manner aforesaid for selecting a Chairman of the meeting.

D) Vote necessary. Except and provided otherwise in other provisions of this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the members having a majority of the total voters present at such meeting in person or by proxy.

5.05 Duties of the Association. Subject to and in accordance with the Association shall have and perform each of the following duties for the benefit of the Members of the Association:

(A) Association Property.

(1) Owners Control. To accept, own, operate and maintain private streets and rights-of-way, culverts, bridges, and all common areas which may be conveyed, with all improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other property, real and personal, conveyed to the Association by the Developer.

(2) Dissolution. To pay over or convey upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501 (c) of the Internal Revenue Code of 1954, as amended from time to time.

(3) Repair and Maintenance. To maintain in good repair and condition all lands, improvements, and other Association property owned or leased to the Association.

(4) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B) Insurance. To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount.

(C) Gruene River Rules. To make, establish and promulgate, and in its discretion to amend or repeal such Gruene River rules, not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Association property. Without limiting the generality of the foregoing sentence, such rules may set dues and fees, prescribe the regulations governing the operation and use of Association Property and permit and enforce

speed and traffic controls use of vehicles, and parking and safety restrictions, all in private ways and common areas within the Property. Each Member shall be entitled to examine such rules at any time during normal working hours at the principal office of the Association.

(D) Architectural Committee. To appoint and remove members of the Architectural Committee as provided hereinafter, and to insure that at all times there is available a duly constituted and appointed Architectural Committee. The Board may incorporate such Committee as a separate Texas nonprofit corporation. Board members may be members of the Committee.

(E) Enforcement. To enforce, in its own behalf and on behalf of all Owners, the covenants, conditions and restrictions set forth in this Declaration, under an irrevocable agency, hereby granted, coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Gruene River Rules, or the rules and decisions of the Architectural Committee. The Board shall be authorized to institute litigation, settle claims, enforce liens, and take such action as it may deem necessary or expedient to enforce the provisions of this Declaration, and/or any rules, restrictions, or regulations promulgated by the Board; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Developer, its successors or assigns.

(F) Financing. To execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Association, and to accept lands, whether or not improved, from the developer subject to such mortgages and deeds of trust. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Borrower. The debts secured by such deed of trust or other security instrument may be retired from revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(G) Other. To carry out all duties of the Association as set forth in this Declaration, the Gruene River Rules, or the Certificate or Bylaws of the Association.

5.06 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times:

(A) Assessments. To levy assessments as provided in Article VIII, below. "Assessment" is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement. To enter onto any lot or common area for the purpose of enforcing, by peaceful means, these restrictions or the Gruene River rules, or for the purpose of maintaining or repairing any area, Improvement or facility to conform to the restrictions herein established. The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of these restrictions or the Gruene River Rules.

(C) Manager. To retain and pay for the services of a professional firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any of their duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(D) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its Property, the enforcement of these restrictions or the Gruene River Rules, or in the performance of any other duty, right, power or authority of the Association.

(E) Utility Service. To pay for water, sewer, garbage removal, gardening, and all of the utilities, services and maintenance for the Property of the Association.

(F) Other Areas. To maintain and repair easements, roads, roadways, rights-of-way, parks, median strips, paths, trails, ponds, lakes, and other areas of the Property owned by or leased to the Association.

(G) Recreational Facilities. To own and operate any and all types of facilities for both active and passive recreation.

(H) Other Services and Properties. To obtain and pay for any other property and services, including but not limited to fire protection, security, street lighting and emergency medical services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for, pursuant to applicable law, the terms of these restrictions or the Certificate and Bylaws of the Association.

(I) Construction on Association Property. To construct new improvements or

additions to Association Property, subject to the approval of the Architectural Committee, as in this Declaration required.

(J) Contracts. To enter into contracts with developer and on such terms and conditions as the Board shall determine.

(K) Permits. To obtain and hold any and all types of permits or licenses and to operate any type of commercial enterprise.

(L) Ownership of Property. To acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

(M) Subsidiaries. To create a subsidiary or other Association to perform the rights, powers, duties, obligations or functions which might prevent the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association by this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other Association.

(N) Exterior Maintenance. To enter on any Lot, whether improved or unimproved, and to repair, maintain, clean up and restore such Lot and the exterior of any Improvements erected thereon, in the event any Owner of any Lot or Improvement within the Property shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Association. No such entry, repair, maintenance, or other action shall be taken pursuant to this paragraph until approval has been gained by a two-thirds (2/3) vote of the Board of the Association. Any costs or expenses incurred with such exterior maintenance or cleanup of any Lot shall be added to and become a part of the assessment to which such Lot is subject. The Board shall be authorized to add all such costs to the next regular billing of assessments for such Lot.

(O) Diseased Vegetation. To enter upon any part of the Property at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect infested trees or other plant life are found, the Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to privately owned property may be levied by the Association as a specific assessment against such property pursuant to Section 8.09 hereof.

ARTICLE VI ASSOCIATION PROPERTY

6.01 Use. Each owner, the members of his family who reside with him, each lessee of a Lot who resides on the Property and the members of his family who reside with him shall be entitled to use the Association Property subject to:

- (A) The provisions of the Gruene River Restrictions and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;
- (B) The right of the Association to charge reasonable dues and user fees;
- (C) The right of the Association to suspend the rights to the use of any property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any assessment against the Member's property remains past due or unpaid.
- (D) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing to or to become due and owing to the Association;
- (E) Such rights to use Association Property as may have been granted by the Association or prior owners of property of the Association to others; and
- (F) Such covenants, conditions and restrictions as may have been imposed by the Association or prior owners on property of the Association.

6.02 Damages. Each Member and lessee described above shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the Owner or Lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against the Owner's real and personal property on or within the Property, including the leasehold estate of any lessee, and may be collected as provided in Article VIII below for the collection of assessments.

6.03 Damage and Destruction. In case of destruction of or damage to Association Property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VII
ARCHITECTURAL COMMITTEE

7.01 Membership of Committee. The Architectural Committee shall consist of not more than three (3) voting members, ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate. The following persons are hereby designated as the initial Voting Members of the Committee: J. C. Stolte, Don C. Leggitt Jr., Vikki Leggitt.

7.02 Action by Committee. Items presented to the Committee shall be decided by a majority vote of the Voting Members.

7.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

7.04 Term. Each member of the Committee shall hold office until such as he has resigned or has been removed or his successor has been appointed, as provided herein.

7.05 Developer's Rights of Appointment. The Developer or its successors or assigns shall have the right to appoint and remove all members of the Committee. The Developer may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Committee.

7.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

7.07 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 9.06 and 9.07 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall review Plans and Specifications submitted for its review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Committee of any information or document deemed necessary by the Committee, it may postpone review of any Plans and Specifications submitted for approval.

No Improvement shall be allowed upon any Lot which would unreasonably obstruct the

view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with planned residential development of the Property. The Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Committee shall be final and binding so long as it is made in good faith. The Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08 Actions of the Committee. The Committee may, by resolution, unanimously adopt in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee. In the absence of any such designation, the vote of a majority of all the members of the Committee taken without a meeting, shall constitute an act of the Committee.

7.09 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans of Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.10 Work in Progress. The Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

7.11 Nonliability of Committee Members. Neither the Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be. Neither the Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

7.12 Address. Plans and Specifications shall be submitted to the Committee in care of, 2285 Waterford Grace, New Braunfels, Texas 78130 or such other address as may be designated from time to time.

ARTICLE VIII FUNDS AND ASSESSMENTS

8.01 Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) Regular assessments or charges; and

(B) Special assessments for capital Improvements, such assessments to be established and collected as hereinafter provided.

In addition to the foregoing and where applicable, each such Owner is further deemed to covenant and agree to pay the Association any assessment benefiting a specific area owned by such Owner as provided in Section 8.09 below. The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall to the full extent permitted by law, be a charge on the land, and the payment thereof shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's, fees, shall also be the personal obligation of the person who was the Owner of such property at time the assessment fell due.

8.02 Purpose of Assessments. The assessments levied by the Association shall be used to maintain, preserve and operate the Association Property for the benefit of the Members, and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, and maintaining and preserving said property as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of said Property.

8.03 Property Subject to Assessment. The Association shall levy one (1) assessment against each platted Lot, whether or not improved.

8.04 Exempt Property. No assessment shall be levied against The Developer's platted, unsold Lots, or any other property, whether or not platted or otherwise improved, held or owned by the Developer. All Recreation and Open Space shall be exempt from the payment of any assessments levied by the Association, regular or special.

8.05 Assessments Prorated. When the obligation to pay an assessment first arises after the commencement of the year or other period for which the assessment was levied, the assessment shall be prorated as of the date when said obligation first arose, in proportion to the amount of the assessment year or other period remaining after said date.

8.06 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association or subject to the provisions of these restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

8.07 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board

shall estimate the expenses to be incurred by the Association during such year in performing its functions under these restrictions, including a reasonable provision for contingencies and appropriate replacement reserves. Except in the case of special assessments as provided for herein, uniform and equal assessments sufficient to pay such estimated expenses shall then be levied, subject to the provisions of election 8.10 herein. If the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may, at any time, and from time to time, levy further assessments in the same manner as provided herein. All regular assessments shall be due and payable to the Association during the fiscal year in one (1) annual installment on or before the first day of January, or in such manner as the Board, in its sole and absolute discretion, may designate.

8.08 Special Assessments. In addition to the regular annual assessments provided for above in Section 8.07, the Board may levy in any assessment year special assessments applicable to that year only for the purpose of defraying, in whole or part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto.

8.09 Assessments Benefiting Specific Areas. The Association shall also have authority to levy assessments against specific local areas and Improvements, which assessments shall be expended for the benefit of the Property so assessed. The assessments levied under this section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore, the amount levied against each parcel of land or improvement need not be equal. Any such assessment shall constitute a lien on the property so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

8.10 Collection of Regular Assessments. The initial annual assessment is hereby established by the Developer in the sum of Seven Hundred and No/100s Dollars (\$700.00) per Lot, and shall be due and payable beginning January 1, 2016. The Board shall thereafter fix the amount of the regular annual assessments against each Lot at least thirty (30) days in advance of each January 1, and shall fix the date such amounts shall become due. From and after January 1, 2016, the regular annual assessments may be increased each year not more than ten (10%) percent above the regular annual assessment for the previous year without approval of the membership entitled to cast two-thirds (2/3) of the total votes outstanding at a meeting duly called for that purpose. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid.

8.11 Nonpayment, Liens, Remedies of the Association. Any assessment not paid within thirty days after the due date shall be deemed in default. The amount of any such assessment, whether regular or special, assessed against any property, plus interest on such assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorney's fees, shall be a lien on such Lot and the Improvements thereon, as the case may be. Such liens shall be prior to any declaration of homestead. The Association may (a) bring an action at law against the Owner personally obligated to pay the same or (b) foreclose said lien against the Lot, or

(c) both. No Owner may waive or otherwise escape liability for any assessment by nonuse of Association Property, or any other common area, or by the abandonment of any Lot. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

8.12 Mortgage Protection. Notwithstanding any other provision of these restrictions, no lien created under this Article VIII or under any other article of these restrictions, nor any lien arising by reason of any breach of the restrictions, nor the enforcement of any provision of these restrictions or of any Supplemental Declaration, shall defeat or render invalid the rights of the Beneficiary under any recorded mortgage or deed of trust of first and senior priority now or hereafter made In good faith and for value. However, after the foreclosure of any such first mortgage or deed of trust or after conveyance in lieu of foreclosure, such Lot shall remain subject to these restrictions, and shall thereafter be liable for all regular and special assessments levied by the Association. However, the Beneficiary or assigns under that certain Deed of Trust recorded under Clerk's Document No. 201506028756 in the Official Public Records of Comal County, Texas shall not be liable for any assessments.

8.13 Subordination. The lien for assessments provided for herein shall be substituted to the lien of any first mortgage. Sale or transfer for any property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any property subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.

8.14 Books and Records. The Association shall maintain books and records of account with respect to the funds and assessments. Such books and records shall at all times, during reasonable business hours, be subject to inspection by any Member or Declaration.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2027, unless amended as herein provided. After December 31, 2027, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Property then subject to this Declaration.

9.02 Amendment.

(A) By DECLARANT. This Declaration may be amended by the DECLARANT so long as DECLARANT holds a majority of the votes of the Association. No amendment by DECLARANT shall be effective until there has been recorded in

the Deed Records of Comal County, Texas, an instrument executed and acknowledged by Developer and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the DECLARANT had the requisite number of votes.

(B) Owners. In addition to the method in Section 9.02(A) this Declaration may be amended by the recording in the Comal County Deed Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.03.

9.03 Utility Easements. Developer reserves the right for itself and the suppliers of utility services to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on the areas indicated on the recorded plat or plats as "easement" or such other areas as may be deemed to be necessary, including on areas conveyed to the Association or reserved as Recreation and Open Space, sewer and other pipelines, conduits, wires, and any public utility function beneath the surface of the grounds, or above the surface, with the approval of the Architectural Committee, with the right of access to the same at any time for the purposes of repair and maintenance. Access to the electric meter at each residence is not to be restricted as to ingress or egress by the electric company servicing said meter.

9.04 Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the Association as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration.

9.05 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the development plan as set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.07 Exemption of Developer. This Declaration shall not prevent or limit the right of the Developer to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the property.

9.08 Assignment of Developer. Notwithstanding anything in this Declaration to the contrary, Developer may assign, subject to approval of the lienholder of that certain Deed of Trust recorded under Clerk's Document No. 201506028756 in the Official Public Records of Comal County while such lien is in place, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.09 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Developer, and/or the Board shall have the right to enforce all of the provisions of the Gruene River Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Gruene River Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

(D) Violation of Law. Any violation of any Federal or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property subject to this Declaration is hereby declared to be a violation of the Gruene River Restrictions and is subject to all of the enforcement procedures set forth in said restrictions.

9.10 Construction.

(A) Restrictions Severable. The provisions of the Gruene River Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

(C) Liens. All captions and titles used in this Declaration are intended solely for

convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Certificate hereof.

IN WITNESS WHEREOF, DECLARANT has executed this Declaration as of the 20th day of September, 2016.

DECLARANT: GRUENE RIVER HOMES, LLC

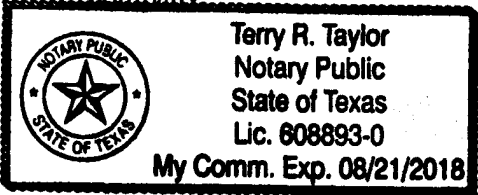
By: [Signature]
DON C. LEGGITT, JR.
Operations Manager

MJBA, LLC

By: [Signature]
Printed Name: Jeff Van Wart
Title: Co-President

THE STATE OF TEXAS §
COUNTY OF COMAL §

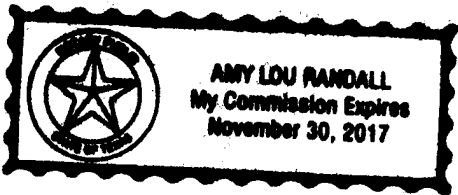
This instrument was acknowledged before me on the 21st day of September, 2016, by DON C. LEGGITT, JR., Operations Manager of GRUENE RIVER HOMES, LLC, in the capacity therein stated on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed Name Terry R. Taylor
My Commission Expires: 8-21-2018

THE STATE OF TEXAS §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 20 day of September, 2016, by Jeff Van Wart, Co-President of MJBA, LLC, in the capacity therein stated on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed Name Amy Lou Randall
My Commission Expires: 11-30-2017

AFTER RECORDING RETURN TO:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/22/2016 09:26:21 AM
MEDINM 24 Page(s)
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Bobbie Koepf