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**2017 Amended Declaration of Covenants and Restrictions for**

**Rocky River Ranch Subdivision**

**Blanco County, Texas**

Filed this 20th day of Dec. 2017  
10:50 AM

**Basic Information**

Laura Walla  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

Declarants: GENE LATHAM, President, and HELENE BURNS, Secretary, of the ROCKY RIVER RANCH HOMEOWNER'S ASSOCIATION

Declarant's Address: 687 Rocky River Road, Blanco, Blanco County, Texas 78606

Association: ROCKY RIVER RANCH HOMEOWNER'S ASSOCIATION, a non-profit association

Association's Address: 687 Rocky River Road, Blanco, Blanco County, Texas 78606

Property: Rocky River Ranch, an addition to the County of Blanco (the "County"), Texas, according to the plat thereof (the "Plat") recorded in Book 1, pages 207, 212 of the Plat Records of Blanco County, Texas

**Additional Definitions**

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

"Covenants" means the covenants, conditions, and restrictions contained in this 2017 Declaration and the Original Amended Declaration.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Original Amended Declaration" means the AMENDED DECLARATION OF COVENANTS, AND RESTRICTIONS FOR ROCKY RIVER RANCH dated March 19, 1996 as recorded in the Real Property Records of Blanco County, Texas on March 25, 1996 as Document number 960522;

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Book 1, pages 207, 212 of the Plat Records of Blanco County, Texas, and any replat of or amendment to the Plat made in accordance with this 2017 Declaration or the Original Amended Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"2017 Amendment" means this document entitled "2017 Amended Declaration of Covenants and Restrictions for Rocky River Ranch Subdivision, Blanco County, Texas."

### Recitals

**WHEREAS**, Chisos Grande, Inc. was the owner of all that certain tract of land platted and described as Rocky River Ranch, an addition to the County of Blanco (the "County"), Texas, according to the plat thereof (the "Plat") recorded in Book 1, pages 207, 212 of the Plat Records of Blanco County, Texas on March 19, 1996 when the President of Chisos Grande, Inc. signed the Original Amended Declaration and when the Original Amended Declaration was recorded in Blanco County, Texas on March 25, 1996;

**AND WHEREAS**, the Original Amended Declaration, Article V, Section 5.11 entitled "Amendments" provides, in part, that "[a]t any time, the owners of the legal title to Sixty-Six Percent (66%) of the lots within the Addition (as shown by the County records) may amend the covenants, conditions and restrictions set forth in [the Original Amended Declaration] by recording an instrument containing such amendment(s)....";

**AND WHEREAS**, the Association timely and properly scheduled and provided notice to all Owners of the annual meeting thereof to take place on September 16, 2017 beginning at 3:30 p.m. (the "2017 Annual Meeting") and of the proposal to have these 2017 Amendments considered and voted upon at that meeting; and,

**AND WHEREAS**, the owners of the legal title to at least Sixty-Six Percent (66%) of the lots within the Addition (as shown by the County records) voted in favor of these 2017 Amendments at the 2017 Annual Meeting;

**NOW THEREFORE**, in consideration of the premises, Declarant hereby amends the Original Amended Declaration as follows:

## Amended Covenants and Restrictions

### ARTICLE V

#### GENERAL PROVISIONS

##### Section 5.8 – Enforcement.

The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, bylaws, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association, by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is authorized to take any action necessary to enforce these Covenants upon a majority vote of the Board. All actions taken hereunder shall be in compliance with Chapter 209 of the Texas Property Code and anything in these Covenants to the contrary shall be void.

The Association, the Declarant or the Owner seeking to enforce these Restrictions shall first notify the Owner, in writing, of the violation of this Declaration, which has occurred and provide said Owner a reasonable opportunity to remove or correct such violation. The notice shall be in compliance with Section 209.006 of the Texas Property Code. If, after being provided adequate notice, the opportunity for a hearing as allowed in Section 209.007 of the Texas Property Code, and a reasonable time to cure the violation, the Owner shall fail or refuse to do so, the Association, the Declarant or the Owner seeking to enforce these Restrictions may proceed with appropriate legal action. The Association, the Declarant or the Owner seeking to enforce these Restrictions shall recover damages, reasonable attorney's fees and court costs as allowed in Section 209.008 of The Texas Property Code and in other applicable Texas laws or at common law. In addition, such damages, attorney's fees and costs shall become a charge against the property to attach as a lien in the same manner as provided in Article IV hereof unless paid by the Owner on demand, to the extent allowed under Chapter 209 of the Texas Property Code.

The delay, forbearance or failure of enforcement of any restriction herein contained for any violation or proposed or attempted violation of any restriction herein contained shall not constitute a waiver of the right of Declarant, the Association or any Owner to thereafter enforce such restriction as to any subsequent violation or proposed or attempted violation.

Any notice required to be given to any Member or Owner under the provisions of this Amended Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Ratification of Prior Amended Declaration of Covenants and Restrictions**

As amended by this 2017 Amendment, the Original Amended Declaration, as previously recorded, is and shall remain in full force and effect.

Approved and effective this 16<sup>th</sup> day of September, 2017.

*[Signature]*  
GENE LATHAM, President, ROCKY RIVER RANCH  
HOMEOWNER'S ASSOCIATION

*[Signature]*  
HELENE BURNS, Secretary, ROCKY RIVER RANCH  
HOMEOWNER'S ASSOCIATION

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on 18<sup>th</sup> Nov, 2017, by  
GENE LATHAM, President, and HELENE BURNS, Secretary, of the ROCKY RIVER RANCH  
HOMEOWNER'S ASSOCIATION, a non-profit association.



After recording, please return to:

James M. Harris  
P.O. Box 1845  
Blanco, Texas 78606

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 20 2017

*[Signature]*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

