

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
RANGLAND OAKS SUBDIVISION**

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

WHEREAS, the original Declaration of Covenants, Conditions, Easements and Restrictions for Ranchland Oaks Subdivision (hereinafter referred to as the "Declaration") was executed on March 13, 1995, by Remington Equity, Ltd., ("Declarant") and recorded in Volume 244, Page 739, of the Official Public Records of Medina County, Texas; and,

WHEREAS, Paragraph 33 of Declaration allows Declarant to amend Declaration when, in the opinion of the Declarant, such amendment will be beneficial to the subdivision; and,

WHEREAS, the Ranchland Oaks Property and Home Owners Association, Inc. (the "Association") has inherited to the rights of the Declarant by the terms of the Declaration and by an assignment of such rights by the Declarant; and,

WHEREAS, the Declaration provides that upon the creation of the Association, the Board of the Association shall fix the annual assessment beginning in the amount of One Hundred Twenty Dollars per year, subject to annual adjustment by such Board; and

WHEREAS, the Association was formed as a Texas non-profit corporation on December 21, 2006, and succeeded thereby to the rights of the Declarant to perform the functions of enforcing the Declaration and performing any other function for the well-being of the subdivision; and

WHEREAS, the Board has assessed each Owner of a lot in the subdivision the amount of One Hundred Twenty Dollars per lot each year as the annual maintenance charge since the date of the inception of the Association.

WHEREAS, in order to clarify the Declaration, the Board of the Association deems it beneficial to the subdivision to amend the Declaration.

NOW, THEREFORE, it is hereby declared that Paragraph 39 shall be amended to read as follows:

39.01 Covenant to Pay. Each Owner by acceptance of the deed to such Owner's Lot is deemed to covenant, and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common areas owned by the Association and the enforcement of these covenants and restrictions. The Owner may not waive or otherwise escape liability for these assessments by non-use of the common areas, failure to develop the Owner's lot or by abandonment of the Owner's Lot. Assessments shall be assessed and collected annually.

39.02 Annual Maintenance Charge. Regular Annual Maintenance Charges ("AMC") shall be determined by the Board of the Association within sixty (60) days prior to the beginning of each calendar year. The Board shall estimate the net expenses of the Association to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected surplus from the prior year's fund. This estimated cash requirement shall be assessed proportionately to each Owner according to the number of Lots owned by said Owner to the total number of Lots in the subdivision subject to the AMC. Each Owner is obligated to pay the AMC to the Association on or before the date established by the Board. The Board may not, without the approval of a majority of the eligible voting power of the Association, impose an AMC per Lot that is more than twenty (20) percent greater than the regular AMC for the preceding year.

39.03 Special Assessments. The Board may not, without the approval of a majority of the eligible voting power of the Association, impose or levy special assessments. If, at any time, the Board determines that the amount to be collected from regular AMC's will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the common areas, enforcement actions, or for any other reason, it shall contact membership for a vote to make a special assessment for the additional amount required on each lot subject to AMC's. Such special assessments shall be levied and collected in the same manner as regular AMC's.

39.04 Limitations on Special Assessments. If a special assessment is approved by a majority of the eligible voting power of the Association, it shall not in the aggregate, exceed ten (10) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring an Owner into compliance with the provisions of the Declaration.

39.05 Liability for Assessments. Each regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the assessed Owners. The amount of any assessment not paid when due shall be deemed to be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or, if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take

some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

39.06 Payment of Assessments on Conveyance of Lot. On the sale or conveyance of a Lot, all unpaid assessments against an Owner shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- a. Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Lot.
- b. Amounts due under mortgage instruments duly recorded. No first Mortgagee, holding a lien which accrues prior to the date of any delinquent assessment and which subsequently obtains title to a Lot by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

39.07 Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Lot for any delinquent assessments attributable to that Lot. All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys' fees as allowed by the Act, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in this Section below. The Association may, but shall not be required to, file an affidavit documenting the lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Any such lien shall be filed in the Official Public Records of Medina County in a manner provided therefore by Title 5, Chapter 12 of the Texas Property Code. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. Each Lot Owner expressly grants to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

In all other respects, the terms and provisions of the Declaration are confirmed and ratified.

EXECUTED this the 14 day of February, 2011.

Ranchland Oaks Property and Home Owners
Association, Inc.

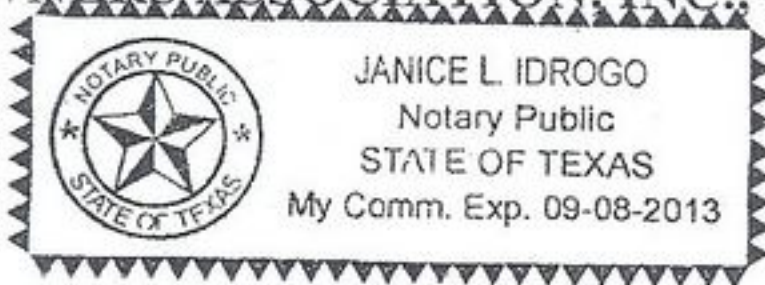
By: David Rosario
David Rosario, President

Attested to by:

Venetia Shaw
Venetia Shaw, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This instrument was acknowledged before me on this the 14 day of February, 2011, by **DAVID ROSARIO**, President of **RANGLAND OAKS PROPERTY AND HOME OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation.



Janice L. Idrogo
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Ranchland Oaks Property and Home
Owners Association, Inc.
580 County Road 273
Mico, Texas 78056

PREPARED IN THE LAW OFFICE OF:

The Nunley Firm, PLLC
1580 S. Main Street, Suite 200
Boerne, Texas 78006

Any provision here which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF MEDINA
hereby certify that the Instrument FILED in number sequence and stamped hereon by me and was duly RECORDED in the Official Records of Medina County Texas on 04/08/2011
COUNTY CLERK
MEDINA COUNTY, TEXAS



Lisa J. Wisner