

STATE OF TEXAS

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COUNTY OF HAYS

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**AGREEMENT BETWEEN THE HERMOSA PALOMA OVERLOOK  
SUBDIVISION PROPERTY OWNERS AND THE RIVER MOUNTAIN  
RANCH-WIMBERLEY PROPERTY OWNERS ASSOCIATION  
AND AMENDMENT TO THE RESTRICTIONS OF THE HERMOSA  
PALOMA OVERLOOK SUBDIVISION AND THE RESTRICTIONS OF  
THE RIVER MOUNTAIN RANCH SUBDIVISION**

WHEREAS all lots in the Hermosa Paloma Overlook Subdivision are subject to the Declaration of Easements, Covenants, Conditions and Restrictions Mayo-Halbert, Ltd., dated October 27, 1995, document # 389853, Volume 1187, pages 451-458, Official Public Records, Hays County, Texas, and all Amendments thereto which have been filed of record ("River Mountain Ranch Restrictions"), and the same have been acknowledged, ratified, and adopted as applicable to Hermosa Paloma Overlook, in the Second Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Hermosa Paloma Overlook, which has been recorded in the Official Public Records, Hays County, Texas, at Volume 3301, pages 463-469, ("Hermosa Paloma Overlook Restrictions");

WHEREAS Hermosa Paloma Overlook property owners are currently entitled to be associate members of the River Mountain Ranch-Wimberley Property Owners Association by paying the same annual maintenance charge paid by River Mountain Ranch property owners and such associate membership entitles members to use the River Mountain Ranch water park; and

WHEREAS the property owners of Hermosa Paloma Overlook and the River Mountain Ranch-Wimberley Property Owners Association desire to make a formalized agreement regarding various outstanding issues;

NOW THEREFORE, it is hereby agreed as follows:

Rather than establishing a neighborhood association for Hermosa Paloma Overlook, all property owners in the Hermosa Paloma Overlook subdivision will become full members of the River Mountain Ranch-Wimberley Property Owners Association, entitled to vote in accordance with the same terms as the property owners in the River Mountain Ranch subdivision;

All property owners in the Hermosa Paloma Overlook subdivision will be required to pay the same annual maintenance charge paid by River Mountain Ranch property owners to the River Mountain Ranch-Wimberley Property Owners Association from the time of this agreement and forward, except to the extent that a lot is continued to be owned by Hermosa Paloma, Inc., such lot is exempt from payment of the annual maintenance charge until such lot is sold;

So long as road maintenance has not been accepted by a city or county government, road maintenance on the public roads of the Hermosa Paloma Overlook subdivision will be the responsibility of the River Mountain Ranch-Wimberley Property Owners Association;

The River Mountain Ranch-Wimberley Property Owners Association will be responsible for the maintenance of the gated entry to Hermosa Paloma Overlook, including, without limitation, the payment of the electric bill. The River Mountain Ranch-Wimberley Property Owners Association may be reimbursed for such expenses by a yearly special assessment made to the Hermosa Paloma Overlook property owners; provided, however, that (i) no Hermosa Paloma Overlook property owner shall be responsible for more than such owner's prorated share (based on lots owned with each lot being treated as one single unit) of any such special assessment, (ii) any such special assessment shall be accompanied by appropriate documentation describing the work done, the date the work was performed, the amount paid for the work performed and the date such payment was made and (iii) such reimbursement will not include overhead expenses.

It is intended and declared that this Agreement and Amendment is binding on both subdivisions and made by duly authorized representatives. This Agreement and Amendment shall be taken as an amendment to the River Mountain Ranch Restrictions and an amendment to the Hermosa Paloma Overlook Restrictions and such property shall be held, sold and conveyed subject to these amended restrictions and these restrictions shall run with the real property, and any portion thereof, and shall be binding on all parties having any rights, title, or interest in or to the real property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. This document shall be filed of record for all purposes. The parties further agree to take any additional steps necessary to or propitious for the formalizing of this Agreement and Amendment, if any.

This Agreement and Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same document.

RIVER MOUNTAIN RANCH-WIMBERLEY PROPERTY OWNERS ASSOCIATION

By:

M.G. Peterson, President

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF

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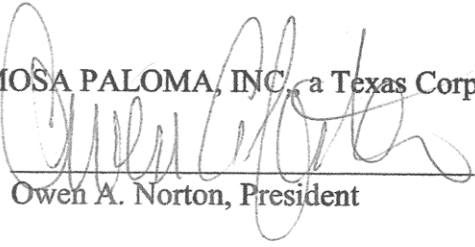
This instrument was acknowledged before me on the 6 day of  
JUNE, 2008, by MACKENZIE C. PETERSON, President of  
The River Mountain Ranch-Wimberley Property Owners Association.



[Signature]  
Notary Public, State of Texas

HERMOSA PALOMA, INC., a Texas Corporation

By:

  
Owen A. Norton, President

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TAVIS

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June This instrument was acknowledged before me on the 3<sup>rd</sup> day of June, 2008, by Owen A. Norton, President of Hermosa Paloma, Inc.

  
Notary Public, State of Texas



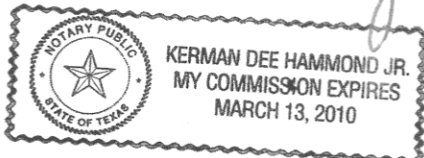
Rolando S. Jaimes  
ROLANDO JAIMES

ACKNOWLEDGMENT

STATE OF TEXAS                      X  
   X  
COUNTY OF TARRANT                      X

This instrument was acknowledged before me on the 4 day of  
June, 2008, by Rolando Jaimes.

[Signature]  
Notary Public, State of Texas



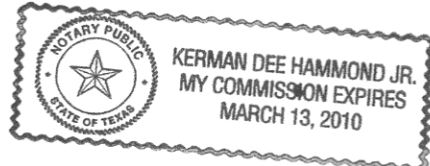
Beatriz Jaimes  
BEATRIZ JAIMES

ACKNOWLEDGMENT

STATE OF TEXAS                      X  
   X  
COUNTY OF TARRANT                      X

This instrument was acknowledged before me on the 4 day of  
June, 2008, by Beatriz Jaimes.

[Signature]  
Notary Public, State of Texas

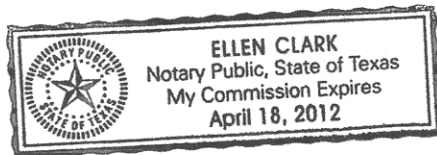


James G. Martin, Jr.  
JAMES G. MARTIN, JR.

ACKNOWLEDGMENT

STATE OF TEXAS X  
COUNTY OF Travis X

This instrument was acknowledged before me on the 27th day of May, 2008, by James G. Martin, Jr.



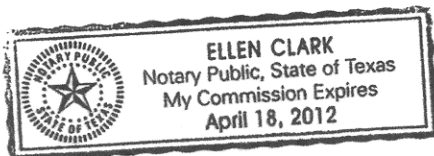
Ellen Clark  
Notary Public, State of Texas

Jeanne B. Martin  
JEANNE B. MARTIN

ACKNOWLEDGMENT

STATE OF TEXAS X  
COUNTY OF Travis X

This instrument was acknowledged before me on the 27th day of May, 2008, by Jeanne B. Martin.



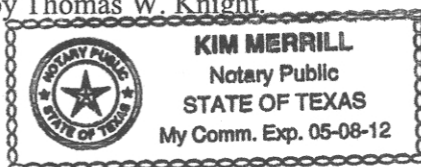
Ellen Clark  
Notary Public, State of Texas


  
THOMAS W. KNIGHT

ACKNOWLEDGMENT

STATE OF TEXAS X  
COUNTY OF Travis X

This instrument was acknowledged before me on the 4 day of June, 2008, by Thomas W. Knight.



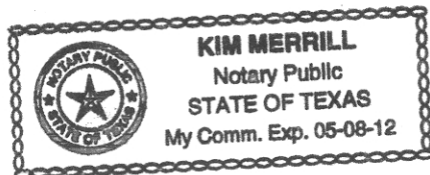
  
Notary Public, State of Texas

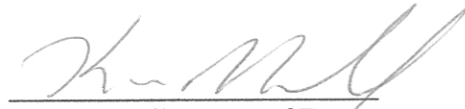
  
BECKY LOWDEN-KNIGHT

ACKNOWLEDGEMENT

STATE OF TEXAS X  
COUNTY OF Travis X

This instrument was acknowledged before me on the 4 day of June, 2008, by Becky Lowben-Knight.



  
Notary Public, State of Texas

Gregg H. Germer

ACKNOWLEDGMENT

STATE OF TEXAS X

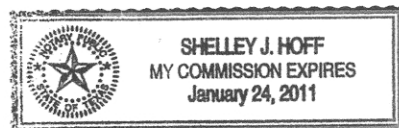
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COUNTY OF Comal X

This instrument was acknowledged before me on the 2<sup>nd</sup> day of  
June, 2008, by Gregg H. Germer

Shelley J. Hoff  
Notary Public, State of Texas

Debra C. Germer



ACKNOWLEDGEMENT

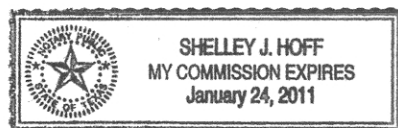
STATE OF TEXAS X

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COUNTY OF Comal X

This instrument was acknowledged before me on the 2<sup>nd</sup> day of  
June 2008, 2008, by Debra C. Germer

Shelley J. Hoff  
Notary Public, State of Texas





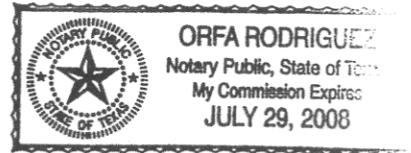
Tomas Palm  
Tomas Palm, Manager Palmreco, LLC

## ACKNOWLEDGMENT

STATE OF TEXAS X  
COUNTY OF Harris X

This instrument was acknowledged before me on the 28 day of May, 2008, by Personal ID.

Notary Public, State of Texas



## ACKNOWLEDGEMENT

STATE OF TEXAS                 X  
COUNTY OF \_\_\_\_\_ X

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_.

Notary Public, State of Texas