

# Comal County Environmental Health OSSF Inspection Sheet

Installer Name: \_\_\_\_\_

OSSF Installer #: \_\_\_\_\_

1st Inspection Date: \_\_\_\_\_

2nd Inspection Date: \_\_\_\_\_

3rd Inspection Date: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Permit#:		Address:					
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Inspector Notes:

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (II)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4) 285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				



# COMAL COUNTY

ENGINEER'S OFFICE

## Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 117177  
Issued This Date: 04/09/2024  
This permit is hereby given to: RIOGUAD, LLC

To start construction of a private, on-site sewage facility located at:

540 RIVER RUN  
NEW BRAUNFELS, TX 78132

Subdivision: RIO GUADALUPE CONDOMINIUMS  
Unit: 0  
Lot: 2 & 3  
Block: 0  
Acreage: 2.2200

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Septic Tank  
Leaching Chambers

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY  
ENGINEER'S OFFICE

# ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR  
NEW BRAUNFELS, TX 78132  
(830) 608-2090  
WWW.CCEO.ORG

Date January 23, 2023

Permit Number 117177

## 1. APPLICANT / AGENT INFORMATION

Owner Name RIOGUAD, LLC  
Mailing Address 540 RIVER RUN #212  
City, State, Zip NEW BRAUNFELS TEXAS 78132  
Phone # 512-618-9698  
Email larrywatsonco@gmail.com

Agent Name GREG JOHNSON, P.E.  
Agent Address 170 HOLLOW OAK  
City, State, Zip NEW BRAUNFELS TEXAS 78132  
Phone # 830-905-2778  
Email gregjohnsonpe@yahoo.com

## 2. LOCATION

Subdivision Name RIO GUADALUPE CONDOMINIUMS Unit \_\_\_\_\_ Lot 2 & 3 Block \_\_\_\_\_  
Survey Name / Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_  
Address 540 RIVER RUN City NEW BRAUNFELS State TX Zip 78132

## 3. TYPE OF DEVELOPMENT

Single Family Residential  
Type of Construction (House, Mobile, RV, Etc.) \_\_\_\_\_  
Number of Bedrooms \_\_\_\_\_  
Indicate Sq Ft of Living Area \_\_\_\_\_

Non-Single Family Residential  
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)  
Type of Facility CONDOS 6- 3BR & 3 - 2BR  
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants \_\_\_\_\_  
Restaurants, Lounges, Theaters - Indicate Number of Seats \_\_\_\_\_  
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds \_\_\_\_\_  
Travel Trailer/RV Parks - Indicate Number of Spaces \_\_\_\_\_  
Miscellaneous \_\_\_\_\_

Estimated Cost of Construction: \$ 1,500,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes  No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water  Public  Private Well  Rainwater Collection

## 4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

[Signature]  
Signature of Owner

3-30-23  
Date

\*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \*\*\*

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; SEPTIC TANK AND LEACHING CHAMBERS

Size of Septic System Required Based on Planning Materials & Soil Evaluation

3250 GAL. DUAL COMP. SEPTIC TANK & 2000 GAL PUMP Absorption/Application Area (Sq Ft) 7500

Gallons Per Day (As Per TCEQ Table III) 1980

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? Yes No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? Yes No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? Yes No

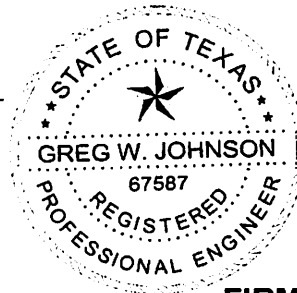
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

Date March 30, 2023

# AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL §  
STATE OF TEXAS §

JAY GAMBRELL

Before me, the undersigned authority, on this day personally appeared w/ RIOGUAD, LLC  
who after being by me duly sworn, upon oath state that they are the owner of record of that certain tract or parcel of land lying and being situated in Comal County, Texas, and being more particularly described as follows:

           UNIT/PHASE/SECTION            BLOCK 2 & 3 LOT RIO GUADALUPE CONDOMINIUMS SUBDIVISION

IF NOT IN SUBDIVISION:            ACREAGE            SURVEY

The property is owned by (insert owner's full name): RIOGUAD, LLC, a Texas limited liability company

The undersigned further state that the on-site sewage facility for the referenced properties crosses the boundary between the properties. These properties cannot be sold separately and must be sold as one. Any buyer or transferee is hereby notified of this requirement.

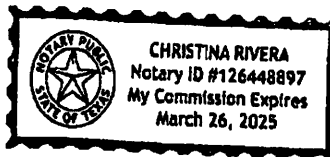
WITNESS MY/OUR HAND(S) on this 30 day of March, 20 23

X [Signature]

JAY GAMBRELL - REGISTERED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME on this 30<sup>th</sup> day of March, 20 23.

[Signature]  
Notary Public Signature



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
05/11/2023 02:29:42 PM  
LAURA 1 Pages(s)  
202306014539



Bobbie Koepp

**HANCOR LEACHING CHAMBER**  
DESIGNED FOR:  
RIOGUAD, LLC  
540 RIVER RUN #212  
NEW BRAUNFELS, TX 78132

Located in the Rio Guadalupe Condominiums, Lot 2 & 3, at 540 River Run, the septic system will serve six three bedroom & 3- two bedroom Condominiums (1980 sf). Native grasses are found throughout. A septic tank & pump tank with Hancor Leaching Chambers was chosen as the most appropriate system for the conditions on this lot.

**PROPOSED SYSTEM:**

A 4 inch SCH-40 pipe discharges from the building into a 3250 gallon dual compartment septic tank then to a 2000 gallon pump tank fitted with dual Liberty LE50 0.5 hp sewage pumps. Effluent is pumped to a 7425 sf Hancor Leaching Chamber Field using 300 - 5' Hancor leaching chambers as per attached schematic. Pumping is controlled by a dual alternating control panel w/ manual reset. Field to be dosed six times per day with 330 gallons.

Public water/sewer line crossing according to Chapter 290.44 (e) B (iv,v)

(iv) Where a new pressure rated wastewater main or lateral crosses an existing potable waterline, one segment of the waterline pipe shall be centered over and shall be perpendicular to the wastewater line such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the center line of the wastewater main or lateral. The wastewater main or lateral shall be at least six inches above the existing potable waterline. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (v) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end. (v) Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume (at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.


**SYSTEM COMPONENTS:**

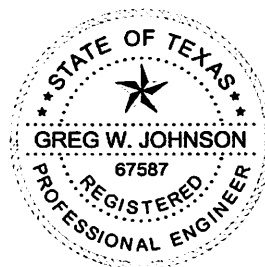
Sch-40 sewer line as shown (4")  
Two way cleanout as shown  
3250 gallon dual compartment septic tank  
2000 gallon pump tank w/ dual Liberty LE 50 pump, dual alternating control panel & audible visual alarm  
300 - Hancor Leaching Chambers

**LANDSCAPING**

Disposal area must be seeded with a mix of rye and Bermuda grasses prior to system operation. It is recommended that a good stand of vegetation be established prior to system operation.

Designed in accordance with Chapter 285, Subchapter D, §285.30 and §285.40 Texas Commission on Environmental Quality (Effective December 29, 2016).

 01/25/2023  
Greg W. Johnson, P.E. No. 67587, F2585  
170 Hollow Oak  
New Braunfels, Texas 78132 (830)905-2778





**ON-SITE SEWERAGE FACILITY  
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: January 24, 2023

Site Location: RIO GUADALUPE CONDOMINIUMS, LOTS 2 & 3

Proposed Excavation Depth: 18" to 36"

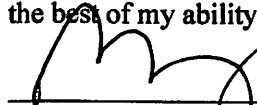
**Requirements:**

- At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
- Locations of soil boring or dug pits must be shown on the site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
- Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER <u>1</u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>III</b>	<b>SILTY LOAM</b>	<b>N/A</b>	<b>NONE OBSERVED</b>	<b>NONE OBSERVED</b>	<b>BROWN</b>
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u>2</u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>SAME</b>		<b>AS</b>		<b>ABOVE</b>	
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

  
 \_\_\_\_\_  
 Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

01/24/2023  
 \_\_\_\_\_  
 Date

**OSSF SOIL EVALUATION REPORT INFORMATION**

Date: January 25, 2023

**Applicant Information:**

Name: RIOGUAD, LLC.  
Address: 540 RIVER RUN  
City: NEW BRAUNFELS State: TEXAS  
Zip Code: 78132 Phone: (512) 618-9698

**Site Evaluator Information:**

Name: Greg W. Johnson, P.E., R.S., S.E. 11561  
Address: 170 Hollow Oak  
City: New Braunfels State: Texas  
Zip Code: 78132 Phone & Fax: (830)905-2778

**Property Location:**

Lot <sup>SEE</sup><sub>BELOW</sub> Unit \_\_\_ Blk \_\_\_ Subd. RIO GUADALUPE CONDOMINIUMS  
Street Address: 540 RIVER RUN  
City: NEW BRAUNFELS Zip Code: 78132  
Additional Info.: LOTS 2 & 3

**Installer Information:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone \_\_\_\_\_

**Topography:** Slope within proposed disposal area: 1 %  
Presence of 100 yr. Flood Zone: YES  NO   
Existing or proposed water well in nearby area: YES  NO   
Presence of adjacent ponds, streams, water impoundments: YES  NO  >75' from RIVER  
Presence of upper water shed: YES  NO   
Organized sewage service available to lot: YES  NO

**Design Calculations for Leaching Chambers:**

**Commercial**

6 - 3 BDRM CONDOMINIUMS @ 240 GPD EACH = 1440 GPD + 3 - 2 BDRM CONDOMINIUMS @ 180 GPD = 540 GPD FOR A TOTAL OF 1980 GPD  
Q = 1980 GPD

Residential Water conserving fixtures to be utilized? Yes  No   
Number of Bedrooms the septic system is sized for: \_\_\_\_\_ Total sq. ft. living area \_\_\_\_\_

Q gal/day = (Bedrooms + 1) \* 75 GPD  
Q = ( \_\_\_\_\_ + 1) \* 75 - ( 20 %) = 1980

A = Q/Ra = 1980 / 0.20 = 9900 sq. ft.

Tank Size = (~3 \* Q) = 3250 + 2000 (PUMP) Gal. Dual Comp.

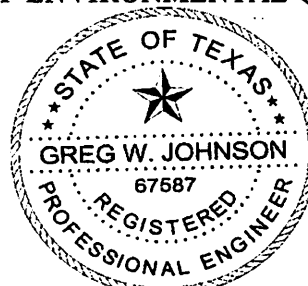
Excavation Length & Width 7500 (ACTUAL)  
L = 0.75A/(W+2) (<3' Wide) = 7425 / 5' = 1485' (USING 1500') of 3' WIDE 300 - 5' PANELS

or  
L=0.75(A-2W)/(W+2) (>3'Wide)= \_\_\_\_\_ / \_\_\_\_\_ = \_\_\_\_\_ of \_\_\_\_\_

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016).

Greg W. Johnson  
GREG W. JOHNSON, P.E. 67587 - F#2585

1/25/2023  
DATE

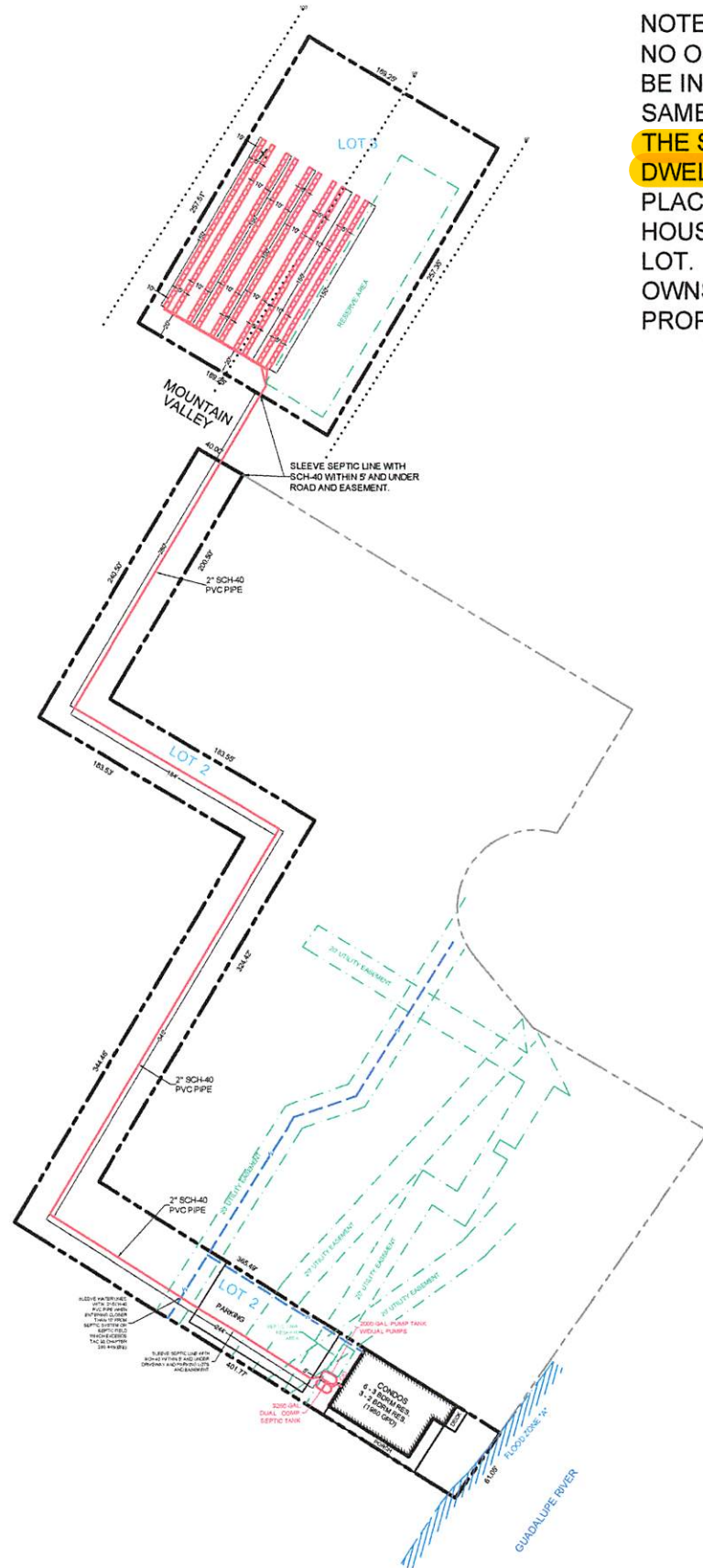


**FIRM #2585**

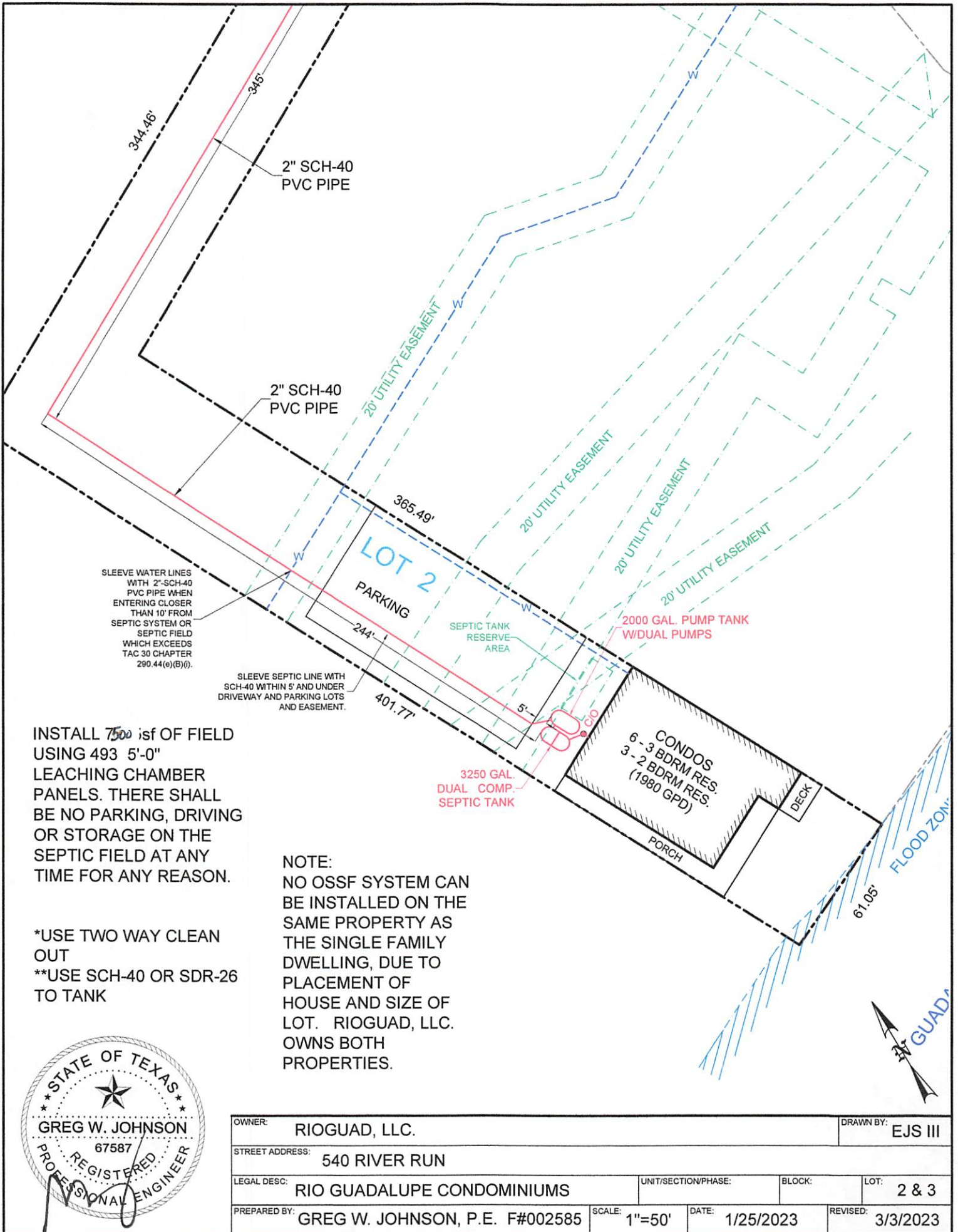
INSTALL 7500<sup>0</sup> sf OF FIELD USING 493 5'-0" LEACHING CHAMBER PANELS. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON.

\*USE TWO WAY CLEAN OUT  
 \*\*USE SCH-40 OR SDR-26 TO TANK

NOTE:  
 NO OSSF SYSTEM CAN BE INSTALLED ON THE SAME PROPERTY AS **THE SINGLE FAMILY DWELLING**, DUE TO PLACEMENT OF HOUSE AND SIZE OF LOT. RIOGUAD, LLC. OWNS BOTH PROPERTIES.



OWNER: RIOGUAD, LLC.		DRAWN BY: EJS III	
STREET ADDRESS: 540 RIVER RUN			
LEGAL DESC: RIO GUADALUPE CONDOMINIUMS	UNIT/SECTION/PHASE:	BLOCK:	LOT: 2 & 3
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 1/25/2023	REVISED: 3/3/2023



SLEEVE WATER LINES WITH 2" SCH-40 PVC PIPE WHEN ENTERING CLOSER THAN 10' FROM SEPTIC SYSTEM OR SEPTIC FIELD WHICH EXCEEDS TAC 30 CHAPTER 290.44(e)(B)(i).

SLEEVE SEPTIC LINE WITH SCH-40 WITHIN 5' AND UNDER DRIVEWAY AND PARKING LOTS AND EASEMENT.

INSTALL 7500 isf OF FIELD USING 493 5'-0" LEACHING CHAMBER PANELS. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON.

\*USE TWO WAY CLEAN OUT  
 \*\*USE SCH-40 OR SDR-26 TO TANK

NOTE:  
 NO OSSF SYSTEM CAN BE INSTALLED ON THE SAME PROPERTY AS THE SINGLE FAMILY DWELLING, DUE TO PLACEMENT OF HOUSE AND SIZE OF LOT. RIOGUAD, LLC. OWNS BOTH PROPERTIES.

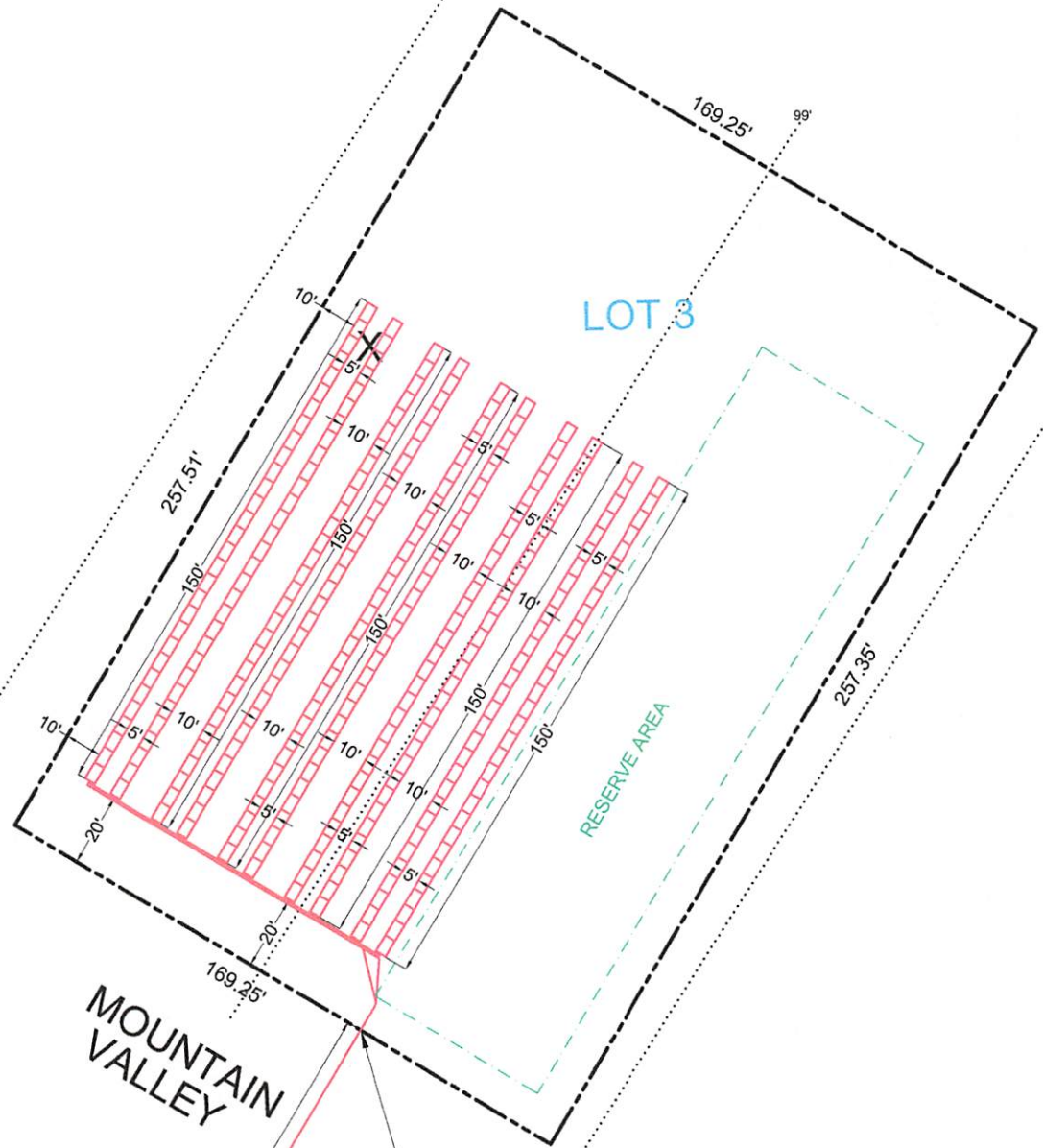


OWNER: RIOGUAD, LLC.		DRAWN BY: EJS III	
STREET ADDRESS: 540 RIVER RUN			
LEGAL DESC: RIO GUADALUPE CONDOMINIUMS	UNIT/SECTION/PHASE:	BLOCK:	LOT: 2 & 3
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 1/25/2023	REVISED: 3/3/2023

INSTALL 7425sf OF FIELD  
 USING 493 5'-0"  
 LEACHING CHAMBER  
 PANELS. THERE SHALL  
 BE NO PARKING, DRIVING  
 OR STORAGE ON THE  
 SEPTIC FIELD AT ANY  
 TIME FOR ANY REASON.

\*USE TWO WAY CLEAN  
 OUT  
 \*\*USE SCH-40 OR SDR-26  
 TO TANK

NOTE:  
 NO OSSF SYSTEM CAN  
 BE INSTALLED ON THE  
 SAME PROPERTY AS  
 THE SINGLE FAMILY  
 DWELLING, DUE TO  
 PLACEMENT OF  
 HOUSE AND SIZE OF  
 LOT. RIOGUAD, LLC.  
 OWNS BOTH  
 PROPERTIES.



SLEEVE SEPTIC LINE WITH  
 SCH-40 WITHIN 5' AND UNDER  
 ROAD AND EASEMENT.

2" SCH-40  
 PVC PIPE



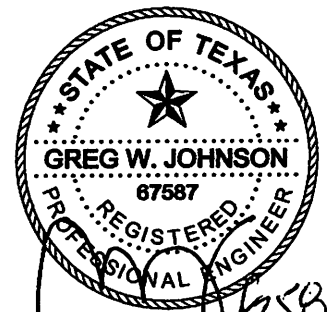
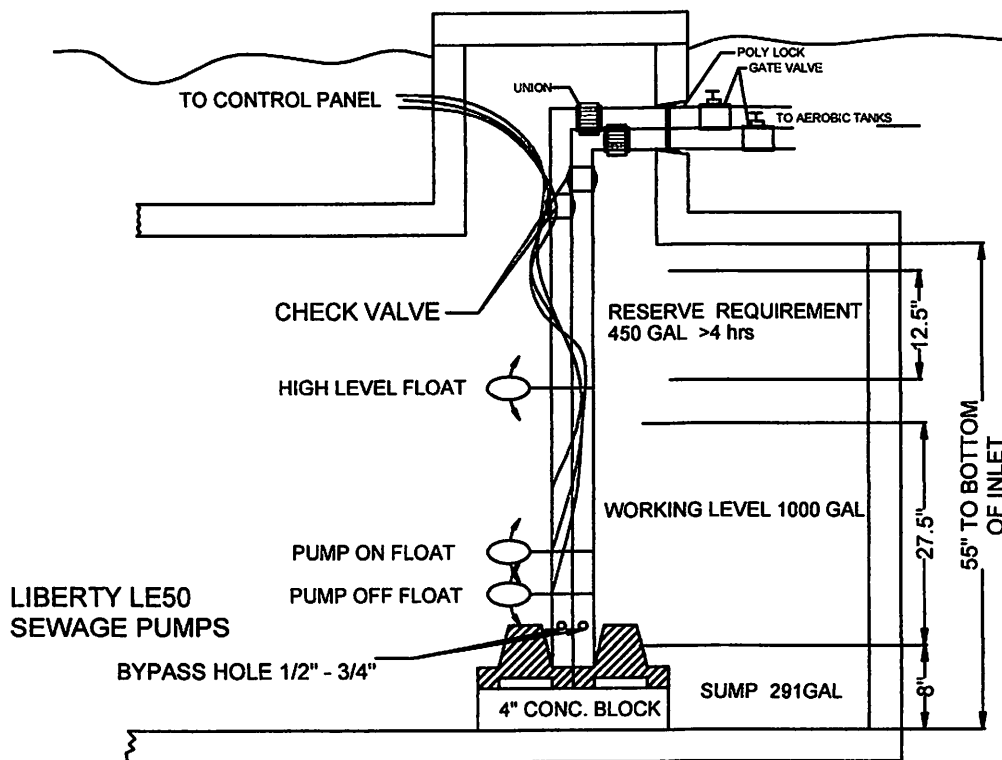
OWNER: RIOGUAD, LLC.		DRAWN BY: EJS III	
STREET ADDRESS: 540 RIVER RUN			
LEGAL DESC: RIO GUADALUPE CONDOMINIUMS	UNIT/SECTION/PHASE:	BLOCK:	LOT: 2 & 3
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 1/25/2023	REVISED: 3/3/2023



# TANK NOTES:

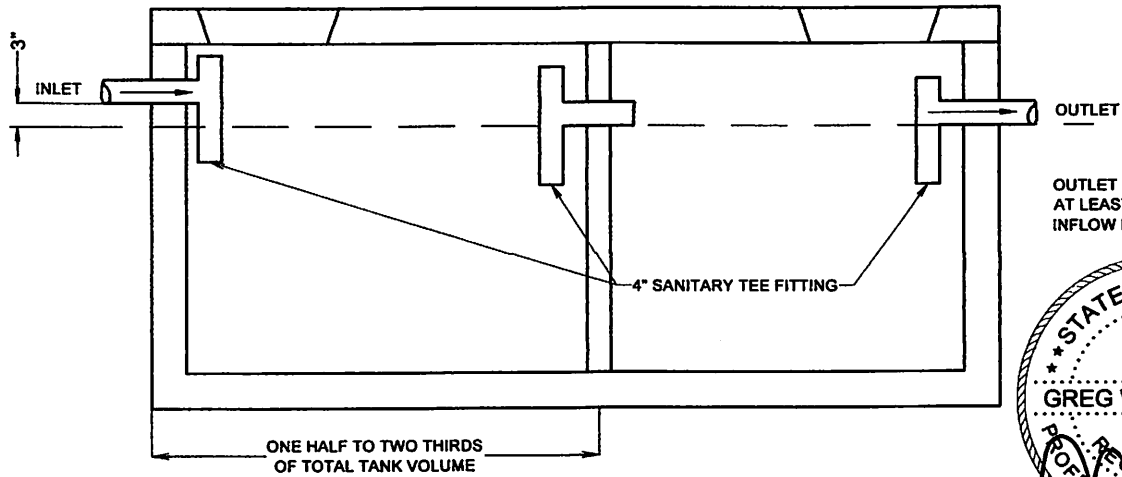
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE

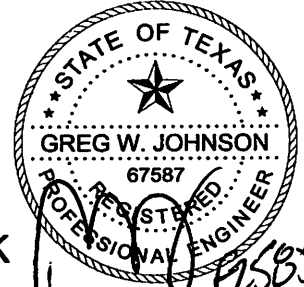


*Handwritten signature and date:*  
1/25/2023

EQUALIZATION TANK 2000 GAL PUMP TANK  
VOLUME = 36.36 GAL/IN

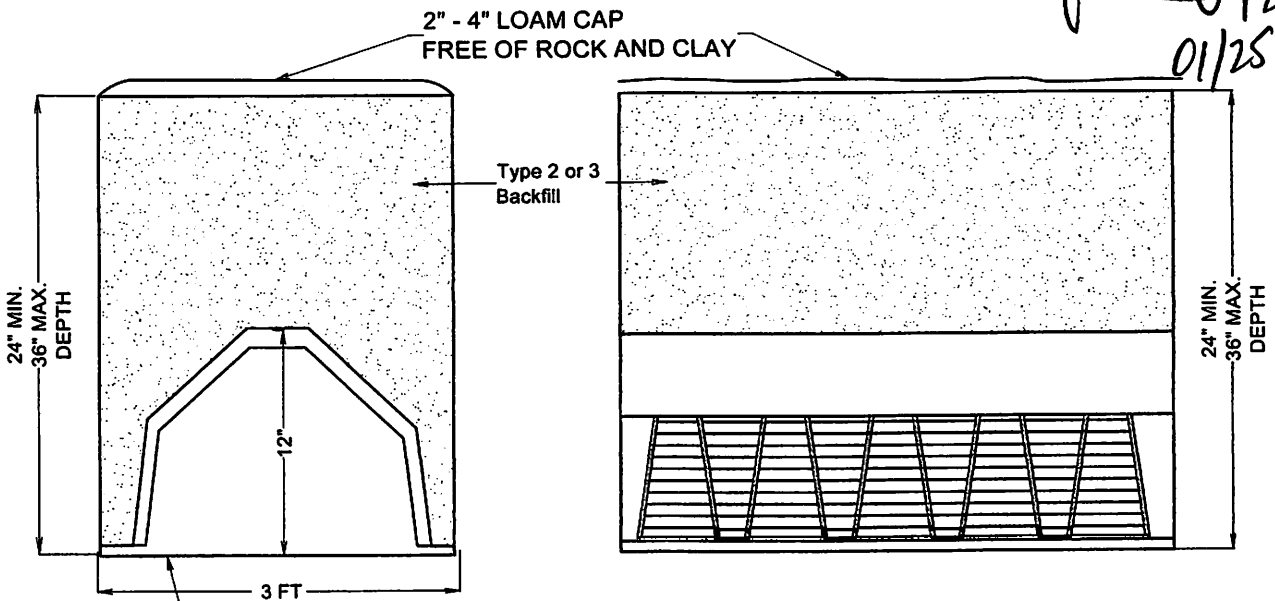


OUTLET PIPE MUST BE AT LEAST 3" LOWER THAN INFLOW PIPE

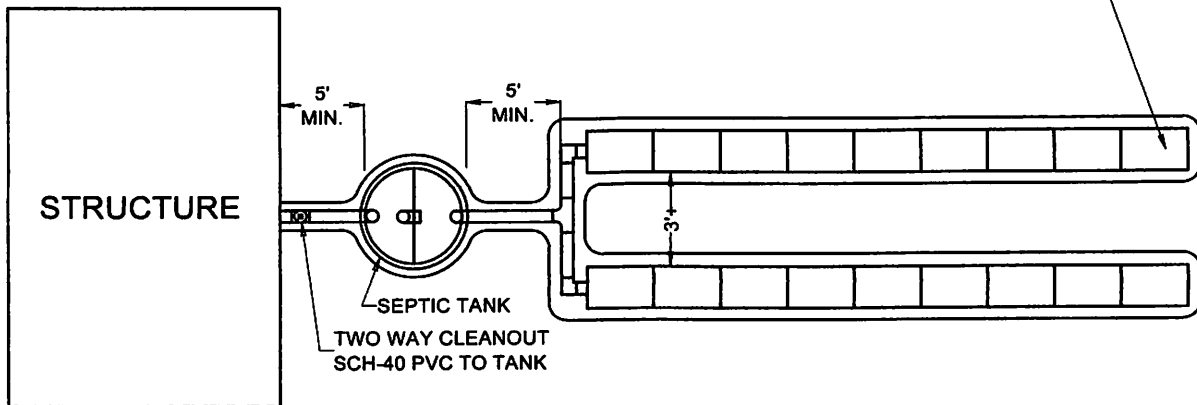


*P2585*  
*01/25/2013*

**TYPICAL TWO COMPARTMENT SEPTIC TANK**



**HANCOR ARC 36 LEACHING CHAMBER DETAIL**



**HANCOR ARC 36 LEACHING CHAMBER DETAIL**





**From:** [Ritzen, Brenda](#)  
**To:** [Larry Watson](#); "(greg.ohansonpet@yahoo.com)"  
**Subject:** Permit 117177  
**Date:** Friday, April 26, 2024 1:54:00 PM  
**Attachments:** [image001.png](#)

---

**VOID**

**Re: Rioguard, LLC**  
**Rio Gudalupe Condominiums Lots 2 & 3**  
**Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)**

**Owner / Agent :**

**Upon further review of the permit file it was found that the following information is needed:**

1. Submit a copy of a **VOID** maintenance contract with a TCEQ Licensed Maintenance Provider.

**No applicable to this system.**

**The above must be provided before further inspection of the installation of the OSSF may proceed.**

**Thank you,**



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

**From:** [Ritzen, Brenda](#)  
**To:** [Greg Johnson](#)  
**Subject:** RE: Condo DCCRs 540 River Run 117177  
**Date:** Wednesday, April 3, 2024 9:23:00 AM  
**Attachments:** [image001.png](#)

---

Greg,

✓ Please provide a copy of the condominium regime documents which clarify who will maintain the septic system. Also, as a condition of the issuance of the permit be advised that the licensed septic installer will need to contact our PIPROW inspector when working within the county right-of-way.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Greg Johnson <[gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)>  
**Sent:** Monday, April 1, 2024 8:10 AM  
**To:** Ritzen, Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Subject:** Fw: Condo DCCRs 540 River Run 117177

**This email originated from outside of the organization.**

**Do not click links or open attachments unless you recognize the sender and know the content is safe.**

- Comal IT

---

See attached Condo info

Steve

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

**From:** [Ritzen, Brenda](#)  
**To:** "[larrywatsonco@gmail.com](mailto:larrywatsonco@gmail.com)"; "[gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)"  
**Subject:** Permit 117177  
**Date:** Friday, March 8, 2024 9:49:00 AM  
**Attachments:** [image001.png](#)

---

**Re: Rioguard, LLC**  
**Rio Guadalupe Condominiums Lots 2 & 3**  
**Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)**

**Owner / Agent :**

The following information is needed before I can continue processing the referenced permit submittal:

- ✓ Provide verification of release of the easements for this location.
2. Provide condominium declarations.
3. An approved Utility Permit will be required before issuance of the Permit to Construct the OSSF. Please contact our driveway inspector, Andy Velasquez, 830-608-2090, for information on this process. Information on how to apply may be found at the following link: <https://cceo.org/road/permits>
4. Revise as needed and resubmit.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

**RECEIVED**

By Brenda Ritzen at 8:40 am, Apr 02, 2024



March 28, 2024

Mr. Larry Watson  
540 River Run Rd.  
Sattler, Texas 78133

**Re: 540 River Run Rd, encroachment due to 2" PVC installation for septic.**

Dear Mr. Watson:

Pedernales Electric Cooperative, Inc. has no objection to the placement of a portion of the 2" PVC pipeline within the ten (10) foot utility easement between pole tag 512303 and underground enclosure tag 517231. However, the installation must not materially interfere with the Cooperative's ability to maintain, patrol or construct any electric facilities. In addition, the Cooperative will assume no liability for any damages to the underground sanitary septic 2" PVC system which may possibly occur during the course of our work.

If you have any questions, please feel free to contact me at 1-800-868-4791, Extension 7625, Monday through Friday between 8 a.m. and 5 p.m.

Sincerely,

Eric Villanueva  
Electrical Distribution Design and Planning Manager

EV/jg  
Y99/8

**RECEIVED**

**By Brenda Ritzen at 8:40 am, Apr 02, 2024**

RE: easement release request - : 540 River Run - Rioguard, Ilc - Septic Permit 117177

From: Ashley Boullioun (ashley.boullioun@txwaterco.com)

To: gregjohnsonpe@yahoo.com

Date: Monday, April 1, 2024 at 07:49 AM CDT

Good morning,

If the sewer line is constructed in accordance with the information you describe below, I have no issues with the crossing.

Thanks,



**Ashley Boullioun, EIT**  
**Associate Engineer**

PO Box 1742 | Canyon Lake, TX 78133 | (830) 312-4600  
ashley.boullioun@txwaterco.com

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**From:** Greg Johnson <gregjohnsonpe@yahoo.com>

**Sent:** Friday, March 29, 2024 10:35 AM

**To:** Ashley Boullioun <Ashley.Boullioun@txwaterco.com>

**Subject:** easement release request - : 540 River Run - Rioguard, Ilc - Septic Permit 117177

**CAUTION:** This email originated outside the SJWG organization.

Ashley

See attached are examples of what we need for release.

Email ok

Thanks

Steve

**RECEIVED**

**By Brenda Ritzen at 8:40 am, Apr 02, 2024**

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

Email: [gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)

On Tuesday, March 12, 2024 at 11:58:14 AM CDT, Greg Johnson <[gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)> wrote:

James,

As we discussed earlier, RioGuad, LLC, is construction a 2"-SCH pressured sewer line that crosses your existing waterline. In accordance with Chapter 290.44 B (iv,v) the crossing will cross at least six inches below your existing waterline and the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi and sleeved with SCH-40 PVC. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (v) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.

(v) the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume (at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.

Comal County would like to see your approval of the said crossing. They will be inspecting during installation.

Thanks,

Greg

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

**RECEIVED**

**By Brenda Ritzen at 8:41 am, Apr 02, 2024**

Email: [gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)

## Disclaimer

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P.O. Box 2226 Canyon Lake, Texas 78133-0009  
(830) 964-3346 • 1-888-554-4732  
www.pec.coop

**VOID**

**RECEIVED**

**By rabbjr at 10:02 am, Aug 27, 2015**

August 11, 2015

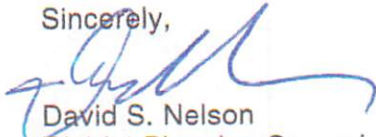
Mr. John F. Guenzel  
Riovalcom, L.L.C.  
P. O. Box 2011  
Canyon Lake, Texas 78133-0007

Dear Mr. Guenzel:

Pedernales Electric Cooperative (PEC) has approved the request for a partial easement variance on your property situated along **512 River Run Drive**. This partial variance is for the dual compartment septic tanks and pumps within an utility easement dedication. The public utility easement dedication was filed for public record, in the Real Property and/or Plat Records of Comal County, Texas.

Pedernales Electric Cooperative does not have existing electric facilities within this utility easement dedication. Should you desire to have said easement released in part and/or redefined, please contact our District Right-of-Way Agent, Ernest Hernandez, at 1-800-868-4791, Extension 7637.

Sincerely,

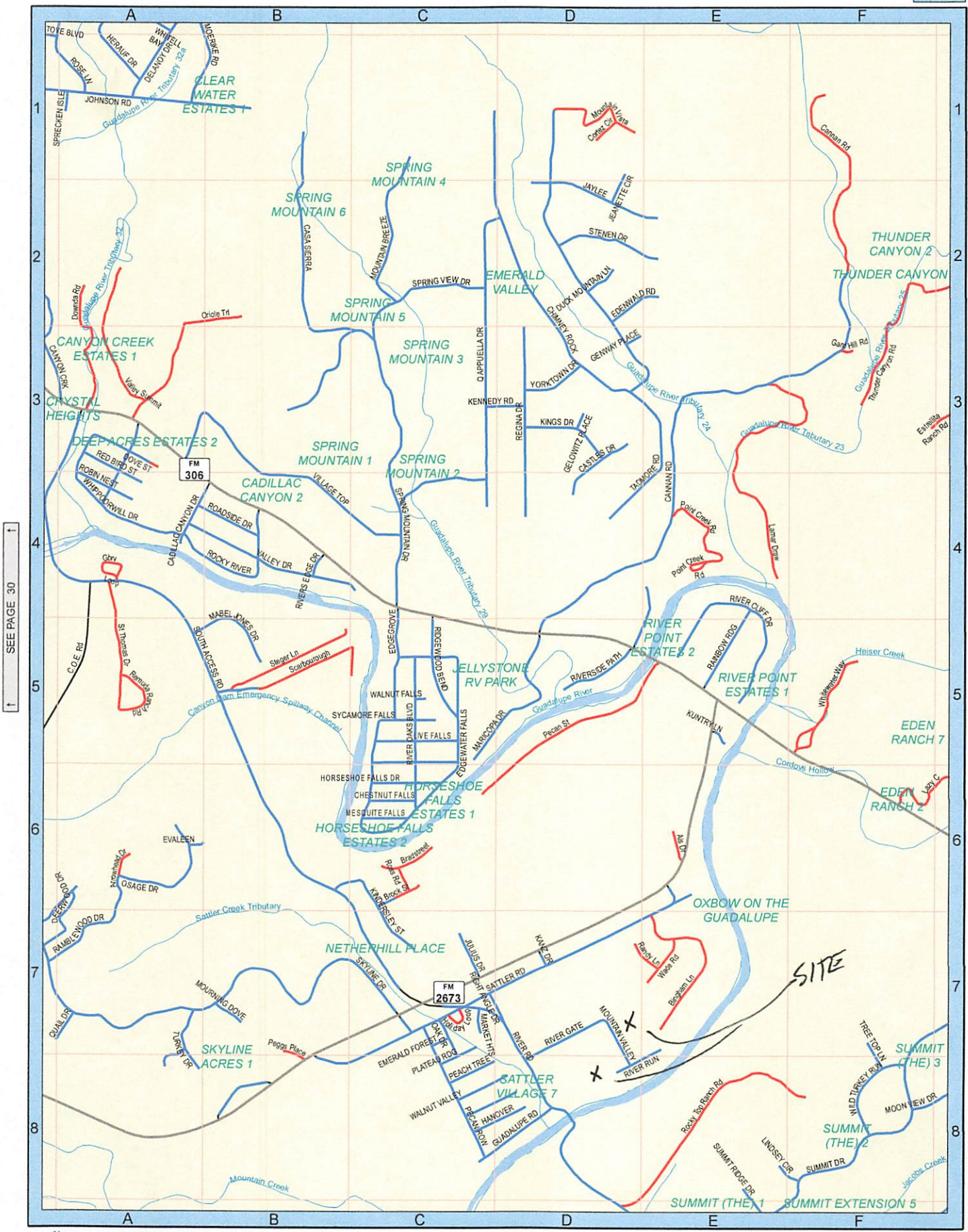
  
David S. Nelson  
District Planning Supervisor

DSN:EAG:eh  
200001004841  
NO. 50016186  
Y99/6

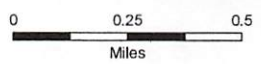
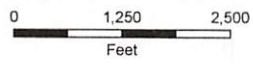
cc: Mr. Greg W. Johnson, P.E., R.S.  
Comal County OSSF Permit 103319

Enclosures





SEE PAGE 30



**RECEIVED**

By Brenda Ritzen at 9:10 am, Apr 05, 2024

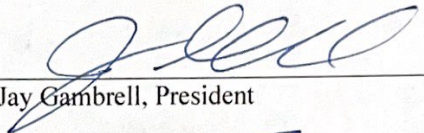
Meeting of Owners Association of Rio Guadalupe Condos  
April 4, 2024

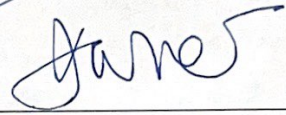
We, the undersigned natural person of the age of eighteen (18) years or more, do hereby state that the Board of Directors of Owners Association of Rio Guadalupe Condos held a meeting on April 4, 2024 where the following was decided by vote of the directors:

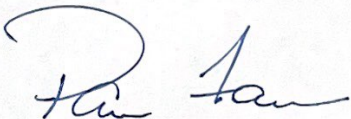
SEPTIC SYSTEMS

The common septic systems to all buildings of Rio Guadalupe Condos will be maintained and repaired as necessary by the Owners Association of Rio Guadalupe Condos.

IN AGREEMENT HEREOF, the undersigned agree to the minutes of this meeting, held April 4, 2024.

  
Jay Gambrell, President

  
David Turner, Secretary

  
Paul Farris, Treasurer

Buddy Garcia, *Chairman*  
Larry R. Soward, *Commissioner*  
Bryan W. Shaw, Ph.D., *Commissioner*  
Glenn Shankle, *Executive Director*



RECEIVED  
SEP 22 2008  
COUNTY ENGINEER

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

September 17, 2008

91896  
RECEIVED  
DEC 04 2008

Brenda Ritzen, Environmental Health Coordinator  
Comal County Engineers Office  
195 David Jonas Drive  
New Braunfels, Texas  
78132

COUNTY ENGINEER

RE: Declaration for Rio Guadalupe Condominiums

Dear Ms Ritzen:

We have completed our review of the condominium declaration of the subject development. Our legal staff, after reviewing the declaration has determined that development does not constitute a cluster system.

If you have any questions concerning this matter, please contact me at 512-239-4777.

Sincerely,

A handwritten signature in cursive script that reads "James McCaine".

James McCaine  
On-site Wastewater Team

Independence Title/GF# 222.4637-CLF/BP

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** May 27, 2022

**Grantor:** Riovalcom, LLC, a Texas limited liability company

**Grantor's Mailing Address:**

P.O. Box 2011  
Canyon Lake, Texas 78133

**Grantee:** Riogvad, LLC, a Texas limited liability company

**Grantee's Mailing Address:**

540 River Run #212  
New Braunfels, Texas 78132

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lots 2 and 3, RIO GUADALUPE CONDOMINIUMS, according to the map or plat thereof, recorded in County Clerk's File No. 201306015043, Map and Plat Records, Comal County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2022, which Grantee assumes and agrees

to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

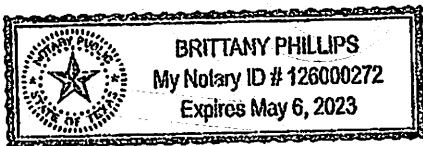
Riovalcom, LLC  
a Texas limited liability company

By: John F. Guenzel  
John F. Guenzel, Manager

STATE OF TEXAS )

COUNTY OF COMAL )

This instrument was acknowledged before me on May 27, 2022, by John F. Guenzel, Manager, Riovalcom, LLC, a Texas limited liability company



Brittany Phillips  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
STEVENS & MALONE, PLLC  
P.O. Box 1744  
Canyon Lake, TX 78133  
Tel: (830) 964-4442

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
05/31/2022 11:36:56 AM  
CHRISTY 2 Pages(s)  
202206025290

 Bobbie Koepf

3  
14/05

**RECEIVED**

By Brenda Ritzen at 9:35 am, Apr 02, 2024



202106014364 03/19/2021 01:08:27 PM 1/14

**BY-LAWS  
OF  
OWNERS ASSOCIATION RIO GUADALUPE CONDOMINIUMS  
APPROVED MARCH 7, 2021**

**NOTE: This rewrite supersedes all prior versions of these By-Laws.**

**ARTICLE I**

**Offices**

The initial principal office of the Corporation in the State of Texas shall be located at 540 River Run, Canyon Lake, Texas. The Corporation may have such other offices, within the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Business Organization Code. The registered office may be, but does not need to be, identical with the principal office in the State of Texas and the address of the principal office and the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**

**Members**

**Section 1: Classes of Members**

The Corporation shall have one class of members. The qualifications and rights of the members of such class shall be as follows:

Members shall be those individuals or entities who own one or more condominiums in the Rio Guadalupe Condominium project in Canyon Lake, Texas.

**Section 2: Voting Rights**

Members shall be entitled to one vote per condominium. When these bylaws refer to a number of members for purposes of a quorum or for voting, the number shall be determined by the number of condominium units owned by the member.

**RECEIVED**

*By Brenda Ritzen at 9:35 am, Apr 02, 2024*

Section 3: Termination of Voting Rights

The Board of Directors, by affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member's voting rights for cause after an appropriate hearing and based upon criteria approved by two-thirds of all members of the Association.

Section 4: Resignation

Members may not resign. Membership is required by the condominium declaration.

Section 5: Reinstatement

Upon written request signed by a member whose vote has been suspended and filed with the Secretary, the Board of Directors may, by the affirmative vote of two-thirds of the members of the Board, reinstate such member's vote upon such terms as the Board of Directors may deem appropriate.

Section 6: Transfer of Membership

Membership in this Corporation is not transferable or assignable except in the case of the sale or transfer of the condominium in which case membership shall automatically transfer to the new owner.

**ARTICLE III**

**Meetings of Members**

Section 1: Annual Meeting

An Annual Meeting of the members shall be held on the first Sunday in March of each year, at the hour of 10:00 AM for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as convenient.

Section 2: Special Meetings

A Special Meeting may only be called by the President or two-thirds vote of the Directors. A Special Meeting will be called if requested by greater than one-half of the members having voting rights.

**RECEIVED**

**By Brenda Ritzen at 9:35 am, Apr 02, 2024**

Section 3: Place of Meeting

The Board of Directors may designate any place, within a 25-mile radius of the Rio Guadalupe Condominium property as the place of meeting for any Annual or Special Meeting of the members. Meetings may be held by Video Conferencing.

Section 4: Notice of Meetings

Written notice stating the place, day, and hour of any meeting of members shall be delivered; either personally, by mail, or email; to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Officers. In case of a Special Meeting or when required by statute or by these by-laws, the purpose of which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid. If emailed, the notice of the meeting shall be deemed to be delivered when emailed to the email address of the member as it appears on the records of the corporation.

Section 5: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum

A quorum is present throughout any meeting of the Association if persons entitled to cast at least 50 percent of the votes that may be cast are present in person or by proxy at the beginning of the meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of execution, unless otherwise provided in the proxy.

Section 8: Manner of Acting

A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.



**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

Section 9: Voting by Mail or Email

Where Directors or officers are to be elected by members, such election may be conducted by mail or email in such manner as the Board of Directors shall determine.

**ARTICLE IV**

**Board of Directors**

Section 1: General Powers

The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Texas.

Section 2: Number, Tenure, Qualifications, Resignation, and Removal

Number: The number of Directors shall be 3.

Tenure: Directors shall be elected for a 3-year term. Terms will stagger so that only one director is elected each year starting with Place 1 being elected at the Annual Meeting in March 2022.

Qualifications: To be elected to or remain on the Board, a member must meet all of the following qualifications:

- a. Be a member of the corporation
- b. Not be over 90 days delinquent on any dues, fines, or assessments
- c. Have not been convicted of a felony
- d. Not have another member from the same condo or business entity on the Board

Resignation/Disqualification: A Director may resign at any time by giving written notice. If a Director becomes disqualified, the remaining Directors will call a special meeting of the Board to review the information and make the appropriate determination.

Removal: The President will call a Special Meeting of the members to consider removing a Director if he receives requests from greater than one-half of the condo units to do so. Such meeting will be held within 30 days of receipt of such requests. The meeting will be rescheduled if a quorum is not established. A Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The vote to remove will be held by secret ballot and must receive at least 2/3 votes of those present or represented by proxy at the meeting.

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

### Section 3: Election of Directors

The Board will utilize the following steps in the election of new Directors:

1. Mail or email an application similar to Attachment "A" to all members soliciting "Petitions for Self-Nomination" at least 30 days prior to an Annual Meeting of the members.
2. Gather "Petitions for Self-Nomination" from eligible candidates and provide that information to the members at least 10 days prior to the Annual Meeting.
3. Provide for the election of a Director by secret ballot during the Annual Meeting and, if necessary, conduct a run-off election of the top two candidates if one candidate does not receive greater than 50% of the total votes cast in the election. In case of a tie, the current Board will choose the winner.

### Section 4: Regular Meetings

A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the Annual Meeting of members. The Board of Directors may provide by resolution the time and place, within a 25-mile radius of the Rio Guadalupe Condominium property or by video conference, for the holding of additional regular meetings of the Board without other notice than such resolution.

### Section 5: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, within a 25-mile radius of the Rio Guadalupe Condominium property or by video conference, as the place for holding any special meeting of the board called by them.

### Section 6: Notice

Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail, e-mail or facsimile to each Director at his address or facsimile number as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by e-mail or facsimile, such notice shall be deemed to be delivered when the e-mail or facsimile is sent. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these by-laws.

Meetings of the Board must be open to Unit Owners, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider those actions allowed by law. Notice of a Board meeting must be posted on the Association's website and on a sign at the entrance to the community at least 2 days prior to a meeting.

Section 7: Quorum

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

A majority of the Board of Directors (2) shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Meetings of the Board may be by Video Conferencing or other electronic means. Quorum is considered met as long as the required number of Directors may see and hear each other and owners are given an opportunity to participate and/or observe, where allowed by law.

Section 8: Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 9: Vacancies

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 10: Compensation

Directors as such shall not receive any stated salaries for their services, but by majority vote of the owners, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

Section 11: Informal Action by Directors

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors and a record of the Board action is filed with the minutes of the Board meetings. A quorum of Directors must be physically present if the action involves voting on a fine, damage assessment, appeal from a denial of

architectural control approval, or suspension of a right of a particular association member before the member has an opportunity to attend a Board meeting to present the member's position, including any defense on the issue.

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

## ARTICLE V

### Officers

#### Section 1: Officers

The officers of the corporation shall be a President, a Secretary, and a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

#### Section 2: Election and Term of Office

The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

#### Section 3: Removal

Any officer position elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

#### Section 4: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

#### Section 5: President

The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the

Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

Section 6: Vice President

If the membership becomes greater than six members due to adding additional condominium units, the Board may create the office of vice-president. In this event, in the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7: Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these by-laws; and in general perform all the duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8: Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned him or her by the President or by the Board of Directors.

Section 9: Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall

determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

## ARTICLE VI

### Committees

The Board may create committees from time to time to consider matters and make recommendations to the Board. Prior to the creation of a committee, the Board will solicit nominations, appoint the members and provide written expectations, timeframe, and boundaries for the committee. Committee meetings may be held by electronic means.

## ARTICLE VII

### Contracts, Checks, Deposits, and Funds

#### Section 1: Contracts

The Board of Directors may authorize any officer or officers, agent, or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

#### Section 2: Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent, or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the corporation.

#### Section 3: Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### Section 4: Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

**RECEIVED**

*By Brenda Ritzen at 9:36 am, Apr 02, 2024*

**ARTICLE VIII**

**Books and Records**

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

**ARTICLE IX**

**Fiscal Year**

The fiscal year of the Corporation shall begin on January 1 and end of December 31 in each year.

**ARTICLE X**

**Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI**

**Amendments to By-Laws**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds majority of the members voting at an Annual or Special Meeting as long as each unit owner has been given a document showing the specific amendment or other change that would be made, not more than 20 nor less than 10 days prior to the meeting. The information is considered to have been given to a unit owner on the date the information is personally delivered to the unit owner, as shown by a receipt signed by the unit owner, or on the date shown by the postmark on the information after it is deposited in the United States mail with a proper address and postage paid, or by the date an email is sent to the email address provided by each owner to the Association.

**RECEIVED**

ARTICLE XII

By Brenda Ritzen at 9:37 am, Apr 02, 2024

**Adoption of By-laws**

The foregoing By-laws of this Corporation were approved by two thirds vote of the members present at the 2021 Annual Meeting of the members on March 7, 2021 at which a quorum was present.

*Jac D. Irvine*

JAC D. IRVINE, President

*John F. Guenzel*

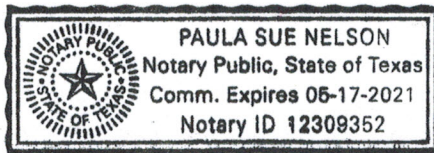
JOHN F. GUENZEL, Secretary

*Paul Farris*

PAUL FARRIS, Treasurer

STATE OF TEXAS §

COUNTY OF COMAL §

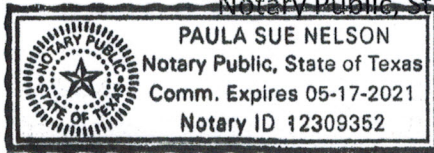


This instrument was acknowledged before me on March 19<sup>th</sup>, 2021, by Jac Irvine, Director of OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, a Texas non-profit corporation, on behalf of said corporation.

*Paula Sue Nelson*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COMAL §



This instrument was acknowledged before me on March 19<sup>th</sup>, 2021, by John F. Guenzel, Director of OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, a Texas non-profit corporation, on behalf of said corporation.

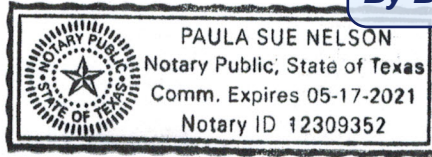
*Paula Sue Nelson*  
Notary Public, State of Texas



**RECEIVED**

*By Brenda Ritzen at 9:37 am, Apr 02, 2024*

STATE OF TEXAS     §  
                                  §  
COUNTY OF COMAL §



This instrument was acknowledged before me on March 19th, 2021, by Paul Farris, Director of OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, a Texas non-profit corporation, on behalf of said corporation.

Paula Sue Nelson  
Notary Public, State of Texas

**Attachment A**

**Petition of Self Nomination for Rio Guadalupe Condos Board of Directors**  
**All petitions must be submitted to [rio.guadalupe.condos.poa@gmail.com](mailto:rio.guadalupe.condos.poa@gmail.com)**

The Rio Guadalupe Condominiums is seeking candidates to run for the Board of Directors. Election will be held during the Annual Meeting. There is one position open for a 3-year term. If you wish to run for election, please complete this form, sign, and return. All Petitions will be copied and distributed to the owners prior to the meeting for their consideration.

**RECEIVED**

*By Brenda Ritzen at 9:37 am, Apr 02, 2024*

**Qualifications to be a Board Member:**

1. Be a member of the corporation
2. Not be over 90 days delinquent on any dues, fines, or assessments
3. Have not been convicted of a felony
4. Not have another member from the same condo or business entity on the Board

**Expectations of a Board Member:**

1. Be familiar with the Association's Declarations, By-Laws, and Rules.
2. Be prompt with email discussions and voting.
3. Be familiar with the budget and expenses of the Association.

**Candidate Name:** \_\_\_\_\_ **Condo #:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Please provide answers to these questions to allow the condo owners to better know you.**

How long have you owned at Rio,Guadalupe Condos? \_\_\_\_\_

Why are you running for the Board of Directors? \_\_\_\_\_

\_\_\_\_\_

Why you believe you are the best candidate? \_\_\_\_\_

\_\_\_\_\_

What are the issues you are most concerned about? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please share any other information you feel the owners need to know about your candidacy.

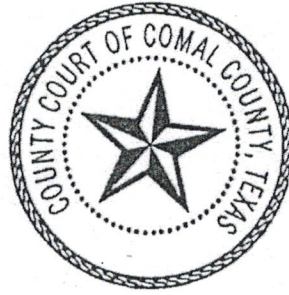
\_\_\_\_\_

I, \_\_\_\_\_ (your printed name), do state that I meet all qualifications to serve on the Rio Guadalupe Condos POA Board of Directors.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RECEIVED**

By Brenda Ritzen at 9:37 am, Apr 02, 2024



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
03/19/2021 01:08:27 PM  
TERRI 14 Page(s)  
202106014364



*Bobbie Koepf*

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**TENTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM REGIME FOR  
RIO GUADALUPE CONDOMINIUMS**

STATE OF TEXAS

COUNTY OF COMAL

WHEREAS, the Declarant, RIOVALCOM, LLC, a Texas limited liability company created Rio Guadalupe Condominiums as a Condominium Regime pursuant to the provisions of the TEXAS PROPERTY CODE Chapter 81.

WHEREAS, the Declarant, filed an instrument titled *Declaration of Condominium Regime – Rio Guadalupe Condominiums* (“Declaration”) on or about August 19, 2010, Clerk’s File No. 201006027526, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration imposed on the property subject to the Declaration mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the “Owners”). The Declaration further set forth that the Owners govern the Condominium Regime by means of a unit owners Association (the “Association”), as more particularly set forth herein. The formal name of the Association is the Owners Association of Rio Guadalupe Condominiums, Inc.

WHEREAS, the Owners Association of Rio Guadalupe Condominiums, Inc., is a non-profit corporation duly organized and existing under the laws of the State of Texas (“Rio Guadalupe Association”) and is a property owners’ Association within the meaning of Chapter 81 and Chapter 82 of the Texas PROPERTY CODE.

WHEREAS, Article 8, entitled GENERAL PROVISIONS of the Declaration provides that the Declaration “may amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least 67% of the ownership interests in the Project” and “any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments.”

WHEREAS, the Declaration was amended by the *First Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“First Amendment”) which was filed on or about March 4, 2014, Clerk’s File No. 201406007028, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was further amended by the *Second Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Second Amendment”) which was filed on or about October 13, 2014, Clerk’s File No. 201406036030, of the Official Public Records of Comal County, Texas; and

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WHEREAS, the Declaration was amended by the *Third Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Third Amendment”) which was filed on or about March 18, 2015, Clerk’s File No. 201506009797, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Fourth Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Fourth Amendment”) which was filed on or about October 20, 2015, Clerk’s File No. 201506042523, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Fifth Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Fifth Amendment”) which was filed on or about March 21, 2016, Clerk’s File No. 201606011590, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Sixth Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Sixth Amendment”) which was filed on or about March 19, 2018, Clerk’s File No. 201806010379, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Seventh Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Seventh Amendment”) which was filed on or about December 2, 2019, Clerk’s File No. 201906043266, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Eighth Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Eighth Amendment”) which was filed on or about April 3, 2020, Clerk’s File No. 20200612715, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declaration was amended by the *Ninth Amendment to Declaration of Condominium Regime for Rio Guadalupe Condominiums* (“Ninth Amendment”) which was filed on or about March 19, 2021, Clerk’s File No. 202106014365, of the Official Public Records of Comal County, Texas; and

WHEREAS, the Declarant conveyed Lots 2 and 3, RIO GUADALUPE CONDIMINIUMS, according to the map or plat thereof, recorded in County Clerk’s File No. 201306015043, Map and Plat Records, Comal County, Texas (“Lots 2 and 3”) to RIOGUAD, LLC, a Texas limited liability company (“RIOGUAD”) by deed dated May 22, 2022, recorded in Document No. 202206025290, Official Public Records Comal County, Texas.

WHEREAS, RIOGUAD has constructed nine (9) new residential units on Lots 2 and 3.

WHEREAS, RIOGUAD, as the Owner of the nine (9) new residential units on Lots 2 and 3, and the successor in interest to Declarant, and the Association, desire that Lots 2 and 3, including the land, all improvements and structures on Lots 2 and 3, and all easements, rights and

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appurtenances belonging to Lots 2 and 3 the Declaration be subject to the terms of the Declaration and the undivided ownership percentage interest in the common elements of the condominium regime be allocated as set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, RIOGUAD and the Association hereby modify and amend the Declaration as follows:

- (1) Lots 2 and 3, RIO GUADALUPE CONDIMINIUMS, according to the map or plat thereof, recorded in County Clerk's File No. 201306015043, Map and Plat Records, Comal County, Texas shall be subject to the terms and conditions of the Declaration, and all recorded amendments thereto; and,
- (2) With the addition of Lots 2 and 3, the undivided ownership percentage interest in the common elements of the condominium regime shall be allocated as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.
- (3) Except as modified hereby, all other terms and conditions of the Declaration shall remain in effect and unchanged.
- (4) Except as otherwise defined herein, all terms used herein shall have the same meaning as they have in the Declaration.
- (5) BE IT FURTHER RESOLVED that this amendment be filed of record in the Official Public Records of Comal County, Texas.

RIOGUAD, LLC, a Texas limited liability company

By: [Signature]  
Jay Gambrell, Manager

By: [Signature]  
Julie Gambrell, Manager

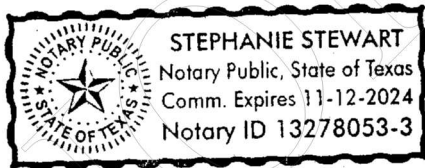
By: [Signature]  
James T. Dawley, Manager

By: [Signature]  
Leslie Dawley, Manager

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on 4<sup>th</sup> March 2024, by, Jay Gambrell and Julie Gambrell, Managers of RIOGUAD, LLC, a Texas limited liability company, on behalf of said limited liability company.

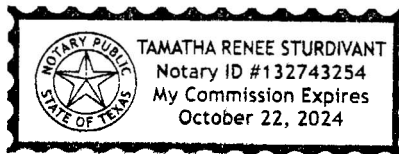


[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on MARCH 6, 2024, by, James T. Dawley and Leslie Dawley, Managers of RIOGUAD, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public, State of Texas

**CCEO  
COPY**

OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, a Texas non-profit corporation.

By: [Signature]  
Jay Gambell, President

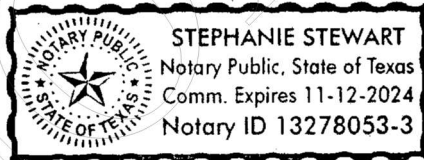
By: [Signature]  
David Turner, Secretary

By: [Signature]  
Paul Farris, Treasurer

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on 4<sup>th</sup> March 2024, by Jay Gambell, President of the Owners Association of Rio Guadalupe Condominiums, a Texas non-profit corporation, on behalf of said corporation.

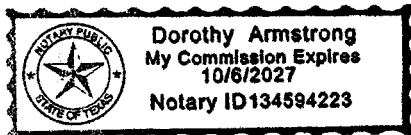


[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on March 12, 2024, by David Turner, Secretary of the Owners Association of Rio Guadalupe Condominiums, a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

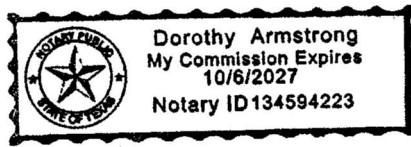


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COPY**

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on March 12, 2024, by Paul Farris, Treasurer of the Owners Association of Rio Guadalupe Condominiums, a Texas non-profit corporation, on behalf of said corporation.



Dorothy Armstrong  
Notary Public, State of Texas

**CERTIFICATATION**

I, David Turner, Secretary of the Owners Association of Rio Guadalupe Condominiums Inc., a Texas nonprofit corporation (the "Association") do hereby certified that the foregoing is a true and correct copy of the *Tenth Amendment to the Declaration of Condominium Regime of Rio Guadalupe Condominiums* which was approved for adoption by more than 67% of all Members of the Association at the Annual Meeting of the Owners held on March 3, 2024.

Owners Association of Rio Guadalupe  
Condominiums Inc., a Texas nonprofit association

By: David Turner  
David Turner, Secretary


**CCEO**  
**COPY**

**JOINDER BY MORTGAGEE**

The undersigned, being the sole mortgagee and holding a mortgage against Lots 2 and 3, RIO GUADALUPE CONDIMINIUMS, according to the map or plat thereof, recorded in County Clerk's File No. 201306015043, Map and Plat Records, Comal County, Texas, joins in the execution of this *Tenth Amendment to the Declaration of Condominium Regime of Rio Guadalupe Condominiums* for the purposes of acknowledging that Lots 2 and 3 as described above shall be subject to the terms of the Declaration and the allocation of the undivided ownership percentage interest in the common elements of the condominium regime shall be determined as set forth in Exhibit "A" and for the purpose of subordinating the liens and security interests of the undersigned mortgagee to the Condominium Regime established in the Declaration, including the Limited Common Elements as described in the Declaration and the undivided percentage ownership interests in and to the Common Elements.

The undersigned joins herein for the sole purpose of subordinating the liens described above to the Condominium Regime and makes no representation or warranty, expressed or implied, of any nature whatsoever, to any present or future owner or purchaser of a Unit with respect to such Unit or the Condominium Regime. All such owners or purchasers agree by their purchase of a Unit that no such representation or warranty has been made by the undersigned and they have not relied upon the undersigned in any way in making their decision to acquire a Unit.

First Commercial Bank, N.A.

By: 

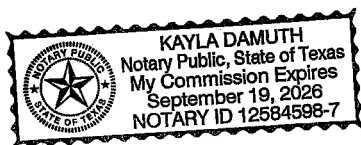
Name: Matt Smith

Title: SVP

STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on March 7, 2024, by Matt Smith, Senior Vice President of First Commercial Bank, N.A., on behalf of said bank.



  
Notary Public State of Texas

Exhibit "A"

ALLOCATION OF UNDIVIDED OWNERSHIP PERCENTAGE INTERESTS IN COMMON ELEMENTS  
RIO GUADALUPE CONDOMINIUMS

RESIDENTIAL UNITS	APPROXIMATE SQUARE FOOTAGE	UNDIVIDED OWNERSHIP PERCENTAGE INTEREST IN THE COMMON ELEMENTS
	<b>Phase 1</b>	
101	1172	2.06%
102	1135	2.00%
103	1346	2.37%
201	1172	2.06%
202	1135	2.00%
203	1346	2.37%
301	1172	2.06%
302	1135	2.00%
303	1346	2.37%
	<b>Phase 2</b>	
104	1172	2.06%
105	1135	2.00%
106	1346	2.37%
204	1172	2.06%
205	1135	2.00%
206	1346	2.37%
304	1172	2.06%
305	1135	2.00%
306	1346	2.37%
	<b>Phase 3</b>	
107	1183	2.08%
108	1282	2.26%
109	1410	2.48%
207	1183	2.08%
208	1282	2.26%
209	1410	2.48%
307	1183	2.08%
308	1282	2.26%
309	1410	2.48%
	<b>Phase 4</b>	
110	1183	2.08%
111	1282	2.26%
112	1410	2.48%
210	1183	2.08%
211	1282	2.26%
212	1410	2.48%
310	1183	2.08%
311	1282	2.26%
312	1410	2.48%
	<b>Phase 5</b>	
113	1183	2.08%
114	1282	2.26%
115	1410	2.48%
213	1183	2.08%
214	1282	2.26%
215	1410	2.48%
313	1183	2.08%
314	1282	2.26%
315	1410	2.48%

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COPY**

UNOFFICIAL

**Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
04/04/2024 10:21:43 AM  
LAURA 9 Pages(s)  
202406010074**



*Bobbie Koepf*



**COMAL COUNTY**  
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION  
CHECKLIST**

Staff will complete shaded items

		117177
--	--	--------

Date Received

Initials

Permit Number

**Instructions:**

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

**OSSF Permit**

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
  - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
  - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

**I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.**

Signature of Applicant

2/10/2024

Date

<input type="checkbox"/> COMPLETE APPLICATION Check No. _____ Receipt No. _____
--

<input type="checkbox"/> INCOMPLETE APPLICATION (Missing Items Circled, Application Refeused)
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**DECLARATION OF CONDOMINIUM REGIME**

**RIO GUADALUPE CONDOMINIUMS**

**STATE OF TEXAS** }  
 }  
**COUNTY OF COMAL** }

This Declaration is made on this 16<sup>th</sup> day of August, at New Braunfels, Comal County Texas, by RIOVALCOM, LLC., a Texas limited liability company, with a mailing address of 540 River Run, P. O. Box 2011, Canyon Lake, Texas, 78133.

**RECITALS**

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in Comal County, Texas (the "Property"), more particularly described as follows:

Lot 1R, RIO GUADALUPE CONDOMINIUMS, according to the Vacate and Replat of Lot 1, Block 3, River Valley Estates, Unit 1, with the addition of 1.327 acres out of the Charles A. Smith Survey, No. A-321, Abstract No. 522, Comal County, Texas, according to the map or plat thereof recorded Document No. 200906033909, Map and Plat Records of Comal County, Texas.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act ("TUCA"), which is codified in Chapter 82, Texas Property Code.

3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is RIO GUADALUPE CONDOMINIUMS.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential units (the "Units") and other areas. The Project shall be divided into no more than 9 residential units situated in Building 1 on the plat set out on Exhibit "A" which is attached and incorporated by reference. Declarant reserves the right to add up to 171 units on the property described in Exhibit "D".

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (the "Association"), as more particularly set forth herein. The formal name of the Association is OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, which is a Texas non-profit corporation.

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6. The Units and other areas of the Project are more particularly described in Exhibits "A" and "B". The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which are also described in Exhibit "A" and is composed of all areas that are not Units. Exhibit "B" sets out the dimensions of each Unit. Exhibit "C" sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein. The fraction is the result of dividing the square feet of a unit by the total number of square feet of all units. Square footage calculations are approximate.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

## ARTICLE 1 DEFINITIONS

1.01. *Additional Land* means the property described on Exhibit "D" that Declarant owns and may add to the condominium regime.

1.02 *Association* means OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, a non-profit corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.03. *Board* means the Board of Directors of the Association.

1.04. *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

1.05. *Certificate of Formation* means the Certificate of Formation of the Association that is filed in the Office of the Secretary of State of the State of Texas.

1.06. *Condominium* means a form of real property with portions of the real property designated for separate ownership or occupancy and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

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1.07. *Common Elements* mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

1.08. *Declarant* means RIOVALCOM, LLC., and its successors and assigns.

1.09. *Declaration* means this Declaration document and all that it contains.

1.10. *Development Rights* mean the rights reserved by the Declarant to add real property to the Condominium, to create units, common elements and limited common elements, to subdivide units or convert units into common elements, or withdraw property from the condominium.

1.11. *General Common Elements* mean all the Common Elements except any Limited Common Elements (shown on Exhibit "A").

1.12. *Governing Instruments* mean the Declaration, and the Certificate of Formation and Bylaws of the Association.

1.13. *Limited Common Elements* mean any Common Elements allocated for the exclusive use of one or more but less than all of the Units as defined in Section TUCA 82.052 or shown as "Limited Common Areas" on Exhibits "A" and "B".

1.14. *Manager* means the person or entity, if any, appointed by the Board to manage the Project.

1.15. *Owner(s)* means any person that owns a Unit within the Project.

1.16. *Person* means an individual, firm, corporation, partnership, association, trustee, other legal entity, or any combination of persons or entities.

1.17. *Project* means the entire parcel or the Property described in Exhibit "A" and Exhibit "D", including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium.

1.18. *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

1.19. *Unit* means a physical portion of the condominium designated by Exhibits "A" and "B" for separate ownership and occupancy (square footage calculations are approximate).



**ARTICLE 2**  
**THE PROPERTY**

**2.01. Property Subject to Declaration.** All of Lot 1R, RIO GUADALUPE CONDOMINIUMS, including the land, all improvements and structures on Lot 1R and all easements, rights, and appurtenances belonging to the Lot 1R (referred to as the "Property") shall be subject to this Declaration.

**2.02. Exclusive Ownership and Possession.** Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

**2.03. Common Elements.** Each Owner shall be entitled to an undivided interest in the Common Elements in the percentage expressed in Exhibit "C". The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit "C", shall have a permanent character and shall not be altered without the consent of all Owners, expressed in duly recorded Amendment to the Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached upon.

**2.04. Limited Common Elements.** The Common Elements designated as Limited Common Elements in Exhibit "A" are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

**2.05. Partition of Common Elements.** The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

**2.06. Nonexclusive Easements.** Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in

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this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration. The entry gate and gatehouse, streets, driveways and sidewalks are subject to the rules, regulations and procedures governing their use as may be adopted by the Board covering such items as:

- (a) Identification and entry programs for Owners and their immediate families, their guests and vehicles owned or driven by any of them.
- (b) Speed limits, designated parking areas, restricted parking areas and no-parking areas.
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters.

**2.07. Other Easements.** The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

**2.08. Easements for Maintenance of Encroachments.** None of the rights and obligations of the Owners created in this Declaration or by the deeds conveying the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

**2.09 Addition of Land.** The Development Rights may be exercised with respect to different parcels of real property at different times and by adding additional land. The real property that may be subject to the Development Rights is known and described as 35.728 acres of land out of the Charles A. Smith Survey, No. A-321, Abstract No. 522, Comal County, Texas, described in Exhibit "D" attached hereto (the "Additional Land"). The Declarant is not required to develop all of the Additional Land but may add portions of the Additional Land in phases. Declarant expressly reserves the right to grant easements for utilities and provide ingress and egress to others through the Common Elements to the Additional Land or parts thereof. The Development Rights to the Additional Land are not required to be exercised.

**2.10 Amendment of the Declaration to Add Additional Land.** If Additional Land is added this Declaration shall be amended to describe the portions of the Additional Land. The addition of the portions of the Additional Land shall be effectuated by the execution by the Declarant of one or more amendments (the "Amendment") and the recording thereof. The Amendment shall state that the Amendment is being made pursuant to the terms of this Declaration for the purpose of adding all or a portion of the Additional Land and the jurisdiction of the Association shall be extended to cover that portion of the Additional Land being added. The Amendment may contain such additions and modifications to the Declaration as may be necessary

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to reflect the different character, if any, of the Additional Land, which shall not be inconsistent with the general scheme of the Declaration. Any Amendment shall be in accordance with the terms of this Declaration and shall be conclusive in favor of all persons or entities who rely thereon in good faith. From and after the recording of any Amendment, the changes stated in the Amendment shall be in full force and effect and the Additional Land or portion thereof shall be subject to this Declaration and all Amendments thereto. The Additional Land or portion thereof shall be subject to the jurisdiction of the Association, and its Articles and Bylaws. The Owners of Units in the Additional Land or portion thereof shall have full use and enjoyment of all the Common Elements in the Project. The Owners of Units shall have the reallocated undivided interests which shall be the percentage derived from dividing the square footage of each unit by the total square footage of all units, which undivided interests shall be appurtenant to the Unit.

## ARTICLE 3 UNIT OWNERS ASSOCIATION

3.01. **Association.** The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, operating under the name OWNERS ASSOCIATION OF RIO GUADALUPE CONDOMINIUMS, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws.

3.02. **Membership.** Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. Upon the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. **Voting Rights.** Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit "C". If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

3.04. **Membership Meetings.** Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.05. **General Powers and Authority.** The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, the following:

- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

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- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.
- (c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner. No showing of irreparable injury or bond shall be required.
- (d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:
  - (i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within 30 days of the notice.
  - (ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.
  - (iii) The accused Owner must be given written notice of a levied fine or damage charge within 30 days after the date of levy.
  - (iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.
- (e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.
- (f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

**3.06. Board of Directors and Officers of the Association.** The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other

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officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

**3.07. Duties of the Association.** In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

- (a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (b) Acquisition of and payment from the maintenance fund for the following:
  - (i) Water, sewer, garbage, electrical, telephone, cable TV, high-speed internet, gas, elevator, and other necessary utility services for the Common Elements and, to the extent not separately metered and charged, for the Units.
  - (ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value from the outer walls of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.
  - (iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$2,000,000 general aggregate, \$1,000,000 for products/completed operations, \$1,000,000 personal and advertising injury, \$1,000,000 for each occurrence, \$100,000 damages to the premises rented to the Association, and \$5,000 medical for any one person, or such other general liability insurance as the Board shall determine gives substantially equal or greater protection to the Association. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

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- (iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.
  - (v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.
  - (vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.
- (c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:
- (i) A pro forma operating statement for each fiscal year shall be distributed not less than 60 days before the beginning of the fiscal year.
  - (ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of an Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.
  - (iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within 90 days after the close of the fiscal year.
- (d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:
- (i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.
  - (ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.
  - (iii) Record of the names and addresses of all Owners with voting rights.
  - (iv) Plans and specifications used to construct the Project.
  - (v) The condominium information statement given to all Owners by the Declarant before sale.

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- (vi) Voting records, proxies, and correspondence relating to declaration amendments.
- (e) Arrangement for an annual independent audit of all books and records of the Association.

**3.08. Declarant's Control Period.** Declarant shall have the power to appoint and remove officers and members of the Board until 120 days after Declarant has conveyed 75% of the Units that may be created in the Project to Owners other than Declarant, provided, however, that, not later than the 120<sup>th</sup> day after Declarant's conveyance of 50% percent of the Units that may be created to Owners other than a Declarant, not less than one-third of the Board members must be elected by Owners other than Declarant.

**3.09. Powers and Duties of the Board of Directors.** The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include the following:

- a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

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**3.10. Limitations on Powers of Board of Directors.** Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; (iii) prepaid casualty and/or liability insurance of not more than 3 years' duration, provided that the policy provides for short-rate cancellation by the insured; or (iv) a high-speed internet service provider if the rate is tied to an installation discount.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of 5% percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

## ARTICLE 4 ASSESSMENTS

**4.01. Covenant to Pay.** The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit 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 maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Elements or by abandonment of the Owner's Unit.

**4.02. Regular Assessments.** Regular assessments shall be made in accordance with the following. Within 60 days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's



fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment (set out in Exhibit "C"). Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month. Past due assessments shall bear interest at the rate of 18% per annum beginning 10 days after the due date.

**4.03. Special Assessments.** Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments 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 Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

**4.04. Limitations on Assessments.** The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than 20% greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed 5% 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 the Owner into compliance with the provisions of the Association's Governing Instruments.

**4.05. Commencement of Assessments.** Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

**4.06. Liability for Assessments.** Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

**4.07. Payment of Assessments on Conveyance of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer 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 Unit.
- (b) Amounts due under mortgage instruments duly recorded.

**4.08. Lien and Foreclosure for Delinquent Assessments.** The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

**ARTICLE 5  
RESTRICTIONS AND COVENANTS**

**5.01. General Restrictions on Use.** The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

- (a) The Units may be used only for residential purposes (including long term and short term rentals) subject to the Association's Governing Instruments and Rules.
- (b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.
- (c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.
- (d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board, which may include the payment of a pet deposit and fines for failing to abide by the rules regarding pets.
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.
- (g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.
- (h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

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(i) No Owner shall park any automobile or other motor vehicle, boat or trailer in the Common Elements except in a space designated for that purpose for the Owner by the Board.

**5.02. Maintenance.** Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

**5.03. Damage Liability.** Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

**5.04. Exemption.** Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes maintaining Units as model units, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction and marketing activity.

## **ARTICLE 6 DAMAGE OR DESTRUCTION**

### **6.01. Application of Insurance Proceeds.**

(a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 80% of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit "C" of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit "C" of this Declaration.

**6.02. Insufficient Insurance Proceeds.** When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of

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reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

**6.03. Obtaining Bids for Reconstruction.** If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within 60 days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than 67% percent of the votes present, elect to reject all of the bids or, by not less than 51% percent of the votes present, elect to reject all the bids requiring amounts more than \$500 in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

## ARTICLE 7

### RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

- (a) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within 60 days.
- (b) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
- (c) Unless at least 67% of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to do the following:
  - (i) By act or omission, to seek to abandon or terminate the Project.
  - (ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:
    - (A) Levying assessments or charges.
    - (B) Allocating distributions of hazard insurance proceeds or condemnation awards.
    - (C) Determining the pro rata share of ownership of each Unit in

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the Common Elements and in the improvements in the Common Elements.

- (iii) To partition or subdivide any Unit.
- (iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
- (v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.
- (d) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
- (e) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.
- (f) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

## ARTICLE 8 GENERAL PROVISIONS

### 8.01. Amendment.

- (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least 67% of the ownership interests in the Project.
- (b) An amendment of the Declaration may not alter or destroy an Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.
- (c) Any amendment shall be evidenced by a writing that is prepared, signed, and

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acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Comal County, Texas.

8.02. **Non-waiver of Remedies.** Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.03. **Severability.** The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.04. **Binding.** This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.05. **Interpretation.** The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06. **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.07. **Fair Housing** Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

#### 8.08. Notices

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.08(b) of this Declaration, or 72 hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08(b) of this Declaration, or by any other means such as facsimile or e-mail if previously agreed to in writing.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association, including facsimile or e-mail as provided in Article 8.08 (a), or if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager.

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Notices to Declarant shall be addressed to the following address: P. O. Box 2036, Canyon Lake, Texas 78130.

8.09. **Number, Gender, and Headings** As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

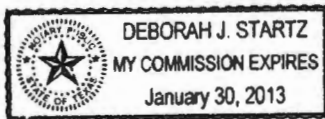
RIOVALCOM, LLC

By: *John F. Guenzel*  
JOHN F. GUENZEL, Manager

By: *William C. Perkins*  
WILLIAM C. PERKINS, Manager

STATE OF TEXAS }  
COUNTY OF COMAL }

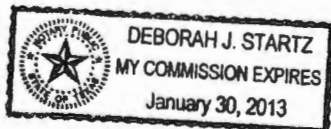
This instrument was acknowledged before me on August 19<sup>th</sup>, 2010, by JOHN F. GUENZEL, Manager of RIOVALCOM, LLC, a Texas limited liability company, on behalf of said Company.



*Deborah J. Startz*  
Notary Public, State of Texas

STATE OF TEXAS }  
COUNTY OF COMAL }

This instrument was acknowledged before me on August 19<sup>th</sup>, 2010, by WILLIAM C. PERKINS, Manager of RIOVALCOM, LLC, a Texas limited liability company, on behalf of said Company.



*Deborah J. Startz*  
Notary Public, State of Texas

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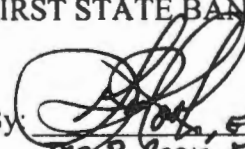
## JOINER BY MORTGAGEE

The undersigned, being the sole mortgagee and holding a mortgage against Lot 1R, RIO GUADALUPE CONDOMINIUMS, according to the Vacate and Replat of Lot 1, Block 3, River Valley Estates, Unit 1, with the addition of 1.327 acres out of the Charles A. Smith Survey, No. A-321, Abstract No. 522, Comal County, Texas, according to the map or plat thereof recorded Document No. 200906033909, Map and Plat Records of Comal County, Texas, and the Units, joins in the execution of this Declaration for the purposes of establishing said Condominium Regime, and subordinating the liens and security interests of said Mortgagee (including, without limitation, those more fully set forth below) to the Condominium Regime hereby established and extending said liens and security interests to the Units hereby created and hereafter created and the appurtenances thereto, including the Limited Common Elements and the undivided percentage interests in and to the Common Elements.

The undersigned joins herein for the sole purpose of subordinating the liens described above to the Condominium Regime and makes to representation or warranty, expressed or implied, of any nature whatsoever, to any present or future Owner or purchaser of a Unit with respect to such Unit or to the Condominium Regime. All such owners or purchasers agree by their purchase of a Unit that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Unit.

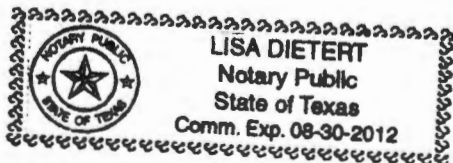
Executed: August 18, 2010

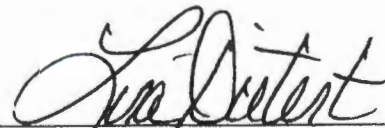
FIRST STATE BANK

By , FW/CCO  
TED P. COOK, EXECUTIVE VICE PRESIDENT

STATE OF TEXAS }  
 }  
 COUNTY OF COMAL }

This instrument was acknowledged before me on August 18, 2010, by Ted P Cook, Executive Vice President of FIRST STATE BANK, on behalf of said bank.



  
 Notary Public, State of Texas

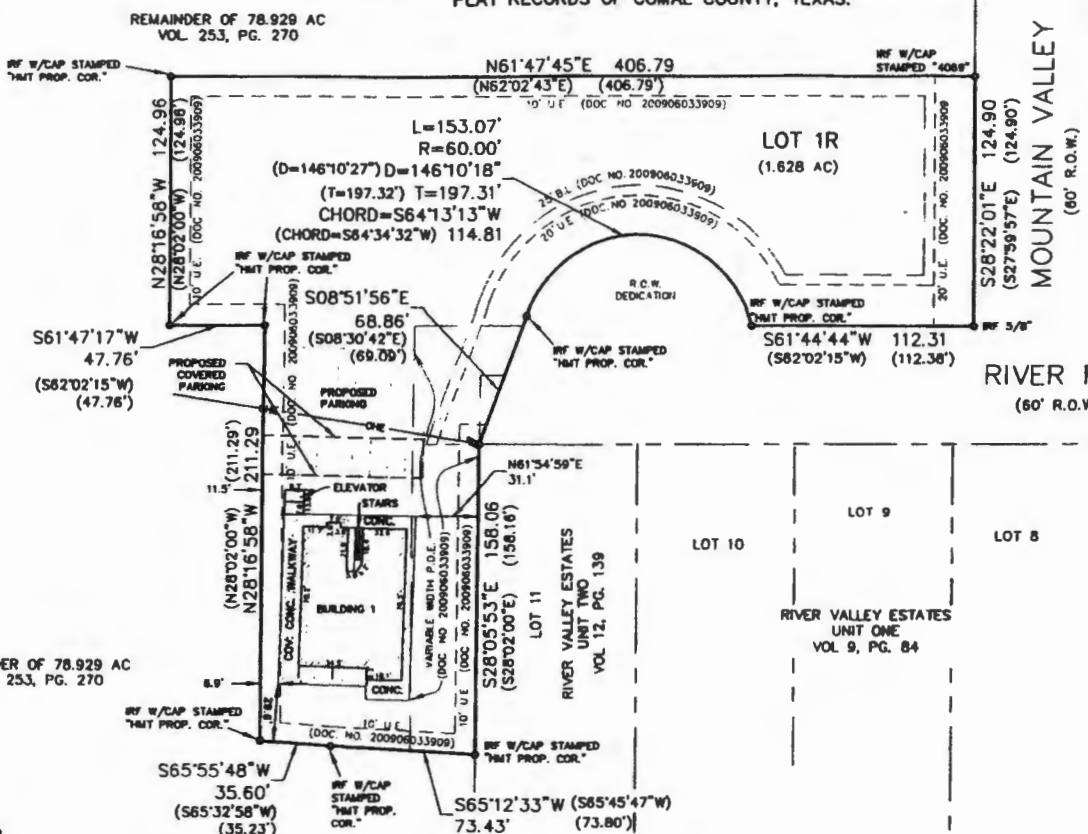


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CONDOMINIUM EXHIBIT

BEING LOT 1R, VACATE AND REPLAT OF RIO GUADALUPE CONDOMINIUMS  
SUBDIVISION RECORDED IN DOCUMENT NO. 200906033909 OF THE MAP AND  
PLAT RECORDS OF COMAL COUNTY, TEXAS.

SCALE: 1"=60'



- LEGEND:
- = SET 1/2" IRON PIN W/ A PLASTIC CAP STAMPED "HMT PROP. COR." UNLESS OTHERWISE NOTED
  - = (RF) FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
  - = OVERHEAD ELECTRIC
  - ⊙ = POWER POLE
  - B.L. = BUILDING SETBACK LINE
  - P.D.E. = PUBLIC DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - R.O.W. = RIGHT-OF-WAY
  - ( ) = PLAT CALLS (DOC. NO. 200906033909)



410 N. SEGUIN AVE.  
NEW BRAUNFELS,  
TEXAS, 78130  
www.HMTNB.com  
PH:(830)625-8555  
FAX:(830)625-8556

- NOTE:
1. THE PROPERTY IS LOCATED WITHIN THE EXISTING SPECIAL FLOOD HAZARD ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AS DEFINED BY THE COMAL COUNTY, TEXAS COMMUNITY PANEL NUMBER 48091C0280F, EFFECTIVE DATE SEPTEMBER 2, 2009 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
  2. BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.
  3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
  4. THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.
  5. ABOVE GROUND IMPROVEMENTS ARE SHOWN.



STATE OF TEXAS  
COUNTY OF COMAL  
*Drew A. Matton*  
DREW A. MATTON  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348

DATE: MAY 16, 2010 JOB NO. B10001  
REVISED DATE: JUNE 7, 2010

EXHIBIT "A"

Drawing Name: S:\Projects\B10001 - Rio Guadalupe Condominiums\B10001 - ASB\1 - REV 160710.dwg Date: 06/07/10 10:11:32 AM  
 Jun 09 10:11 32 AM

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BUILDING A  
UNIT 101

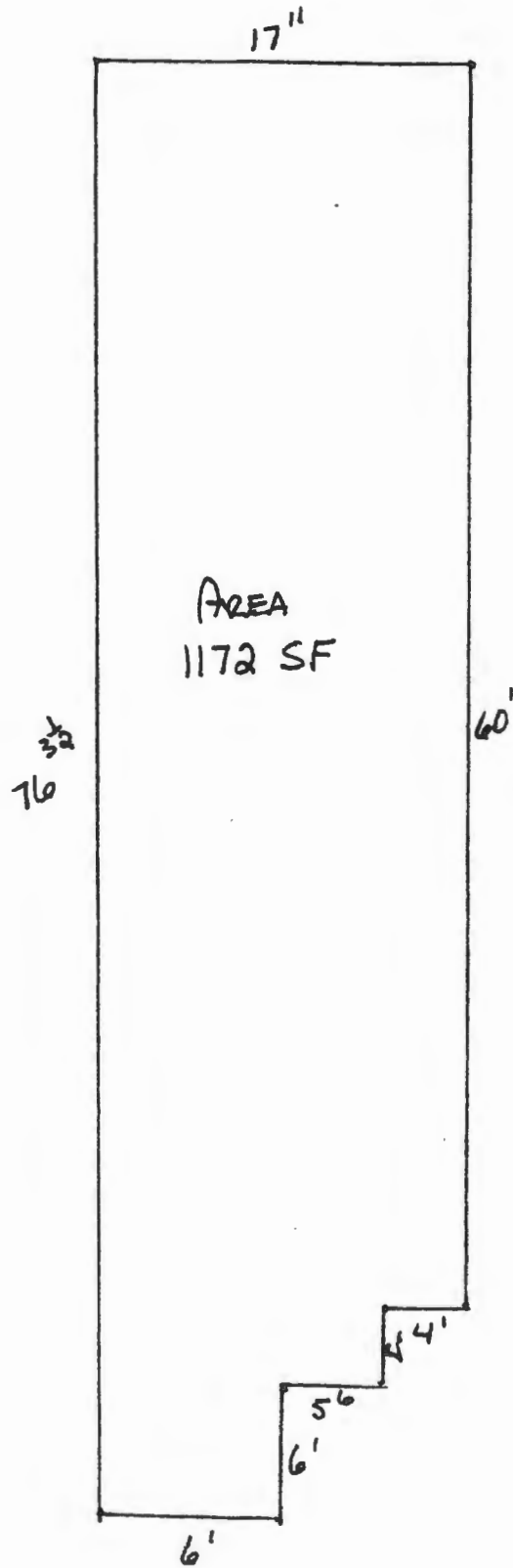
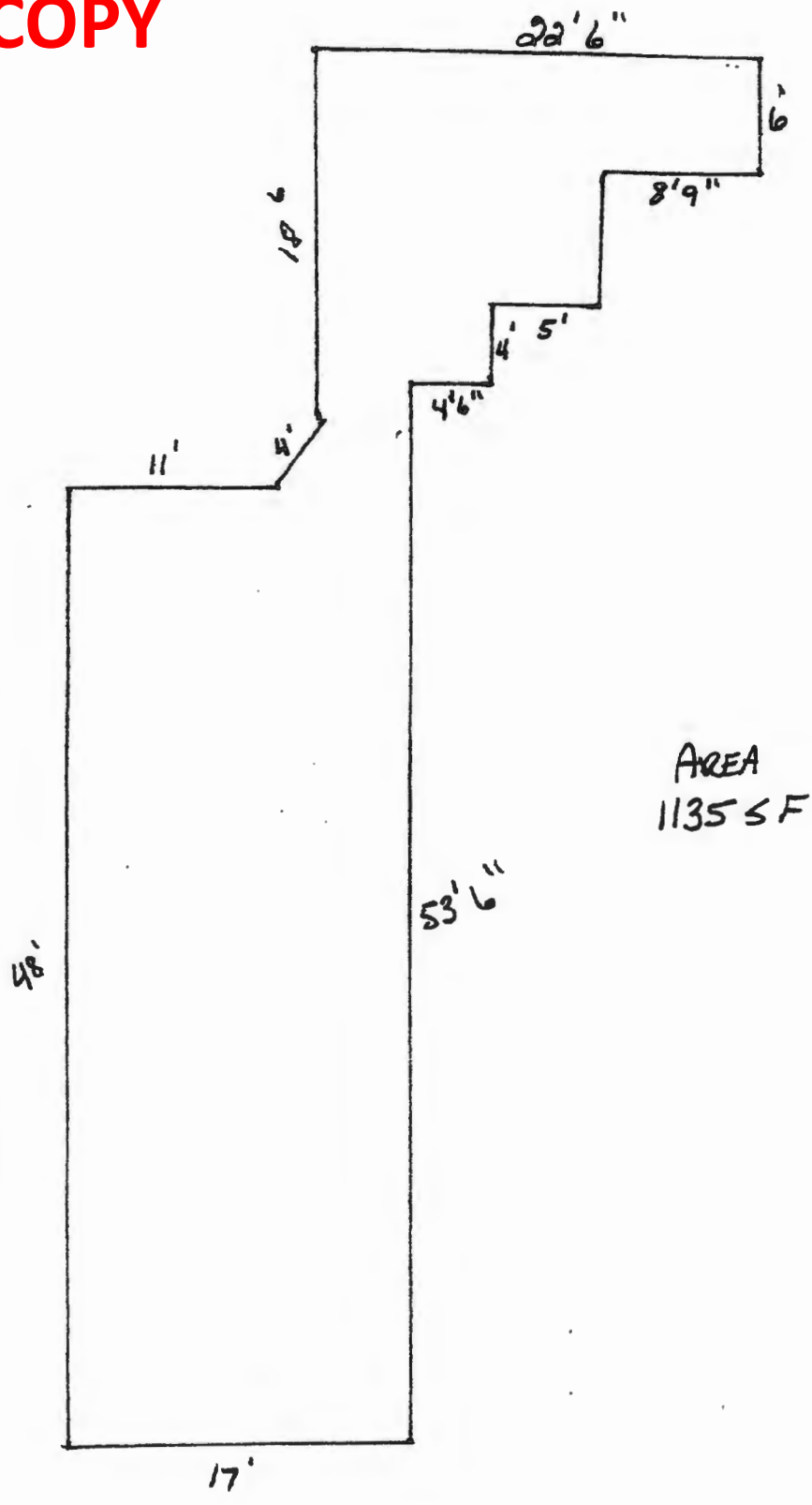


EXHIBIT "B"

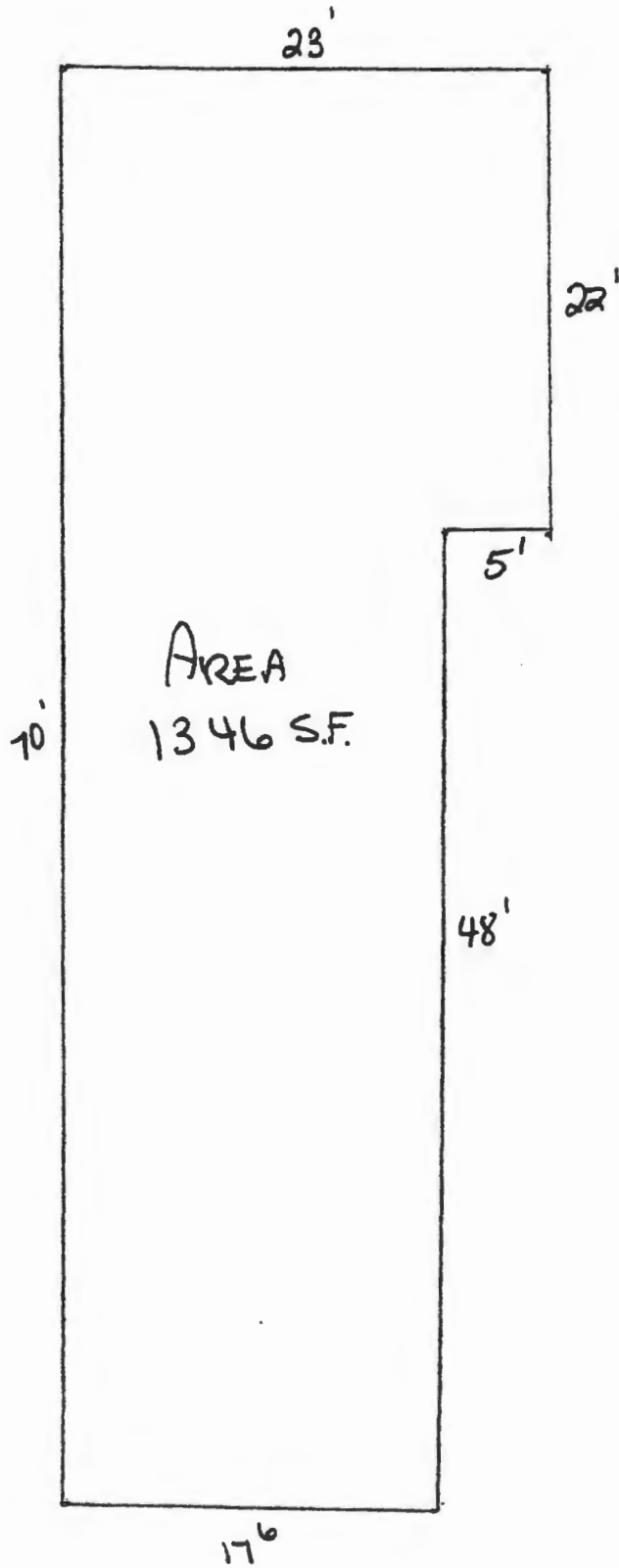
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BUILDING A  
UNIT 102



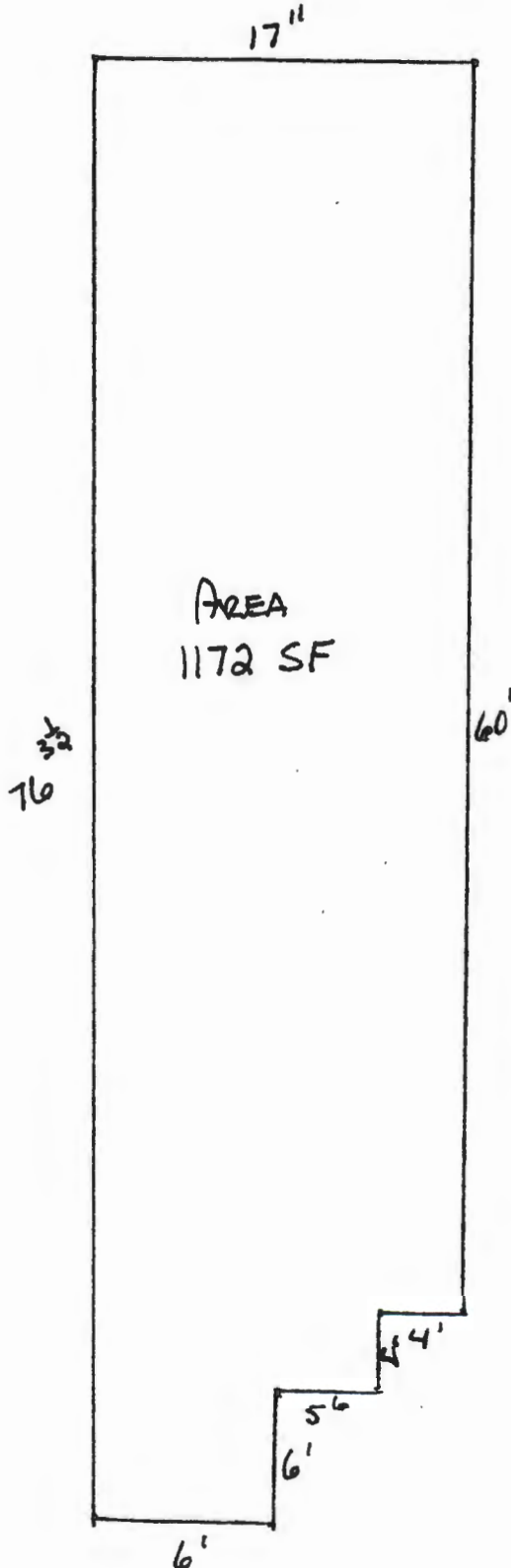
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BUILDING A  
UNIT 103



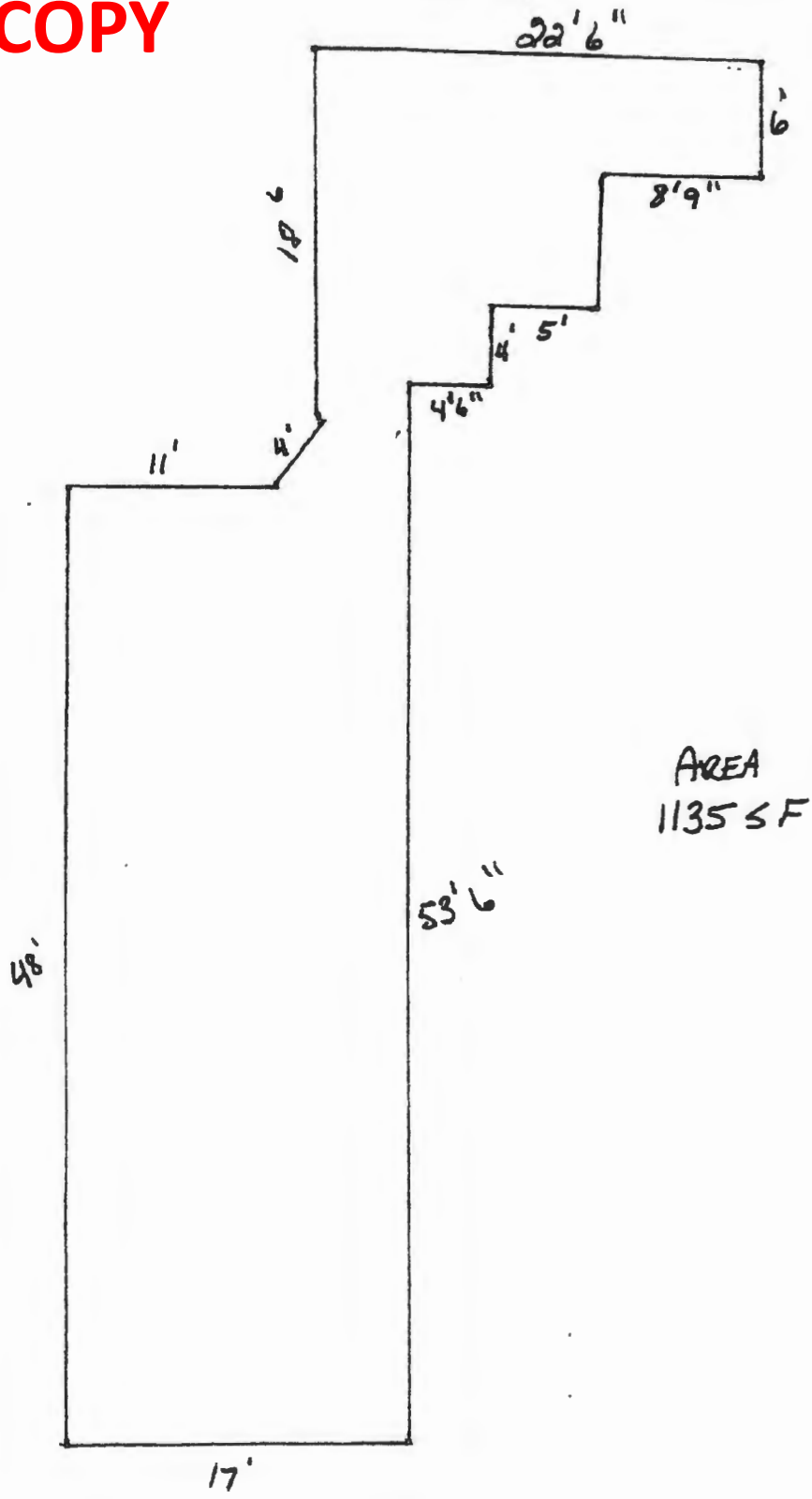
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BUILDING A  
UNIT 201



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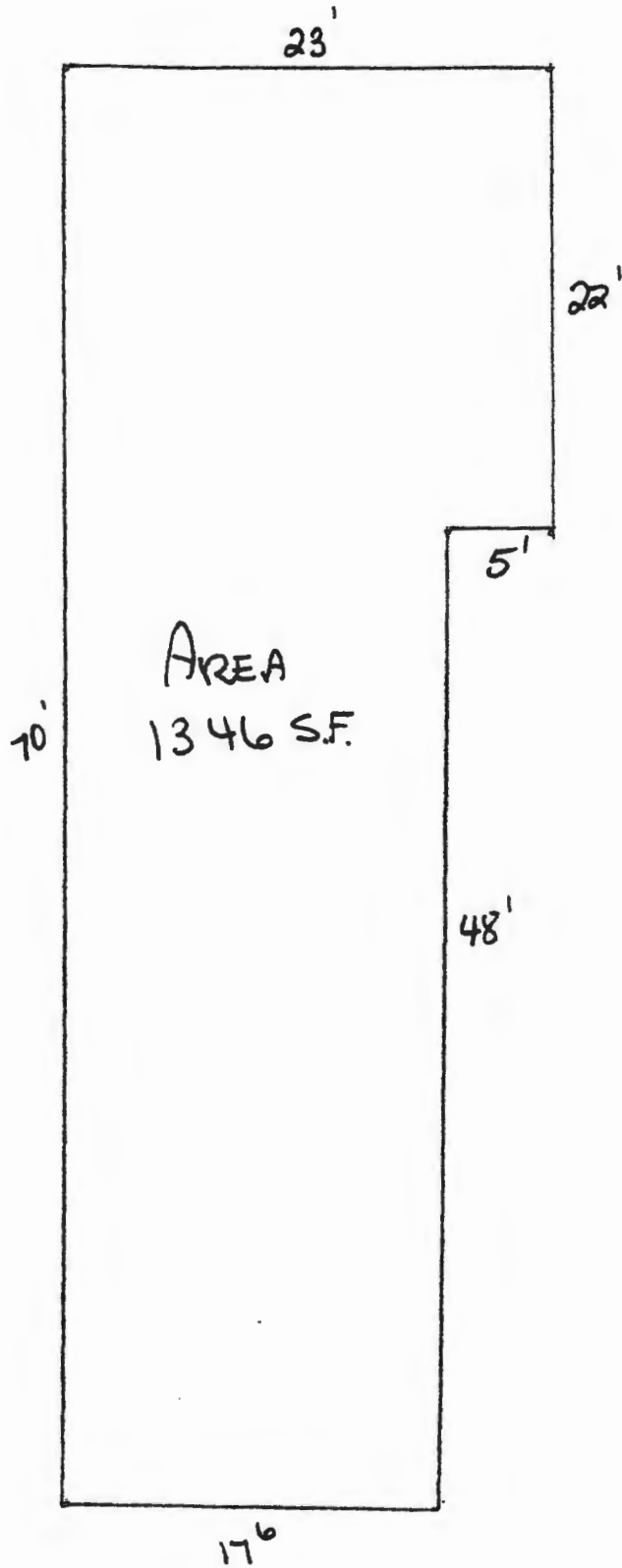
BUILDING A  
UNIT 202



AREA  
1135 SF

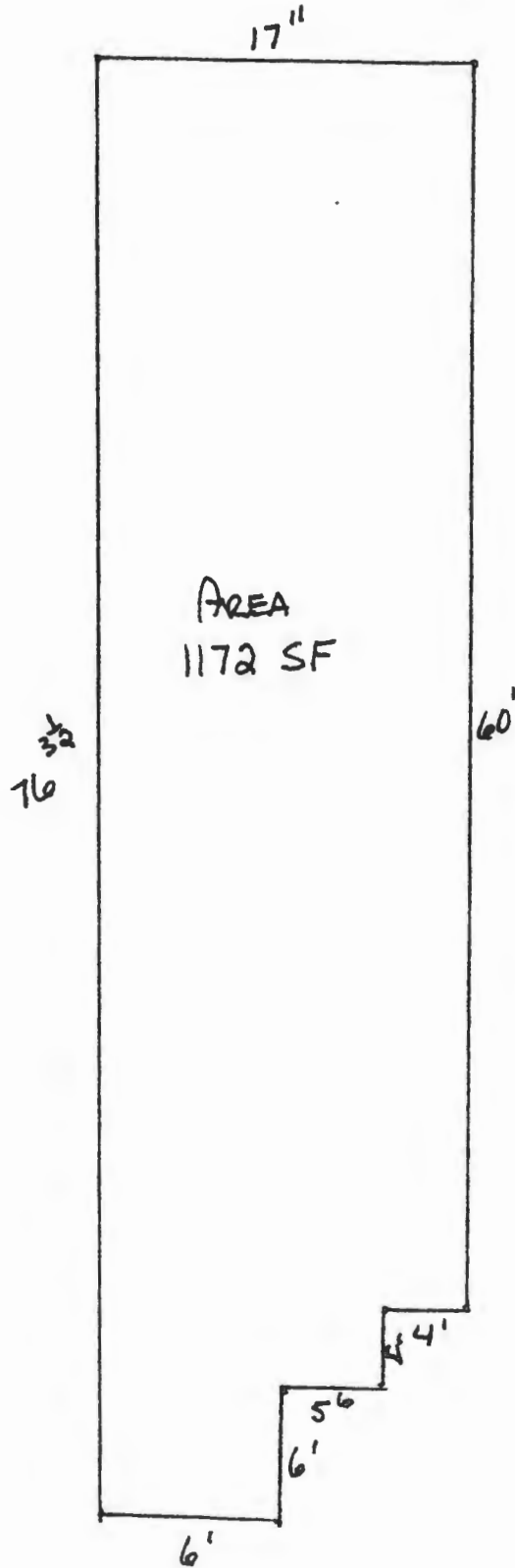
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COPY

BUILDING A  
UNIT 203



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COPY**

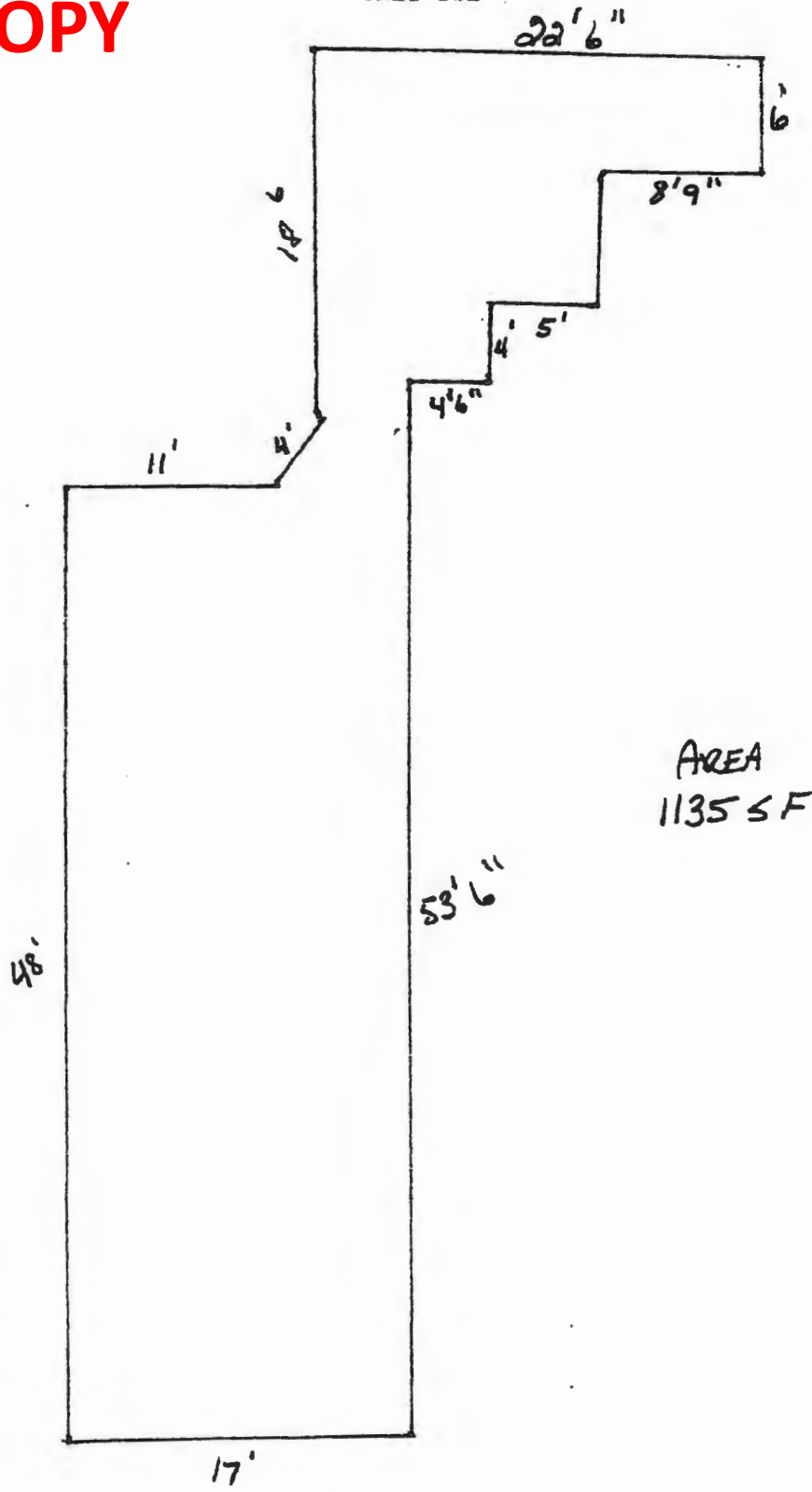
BUILDING A  
UNIT 301





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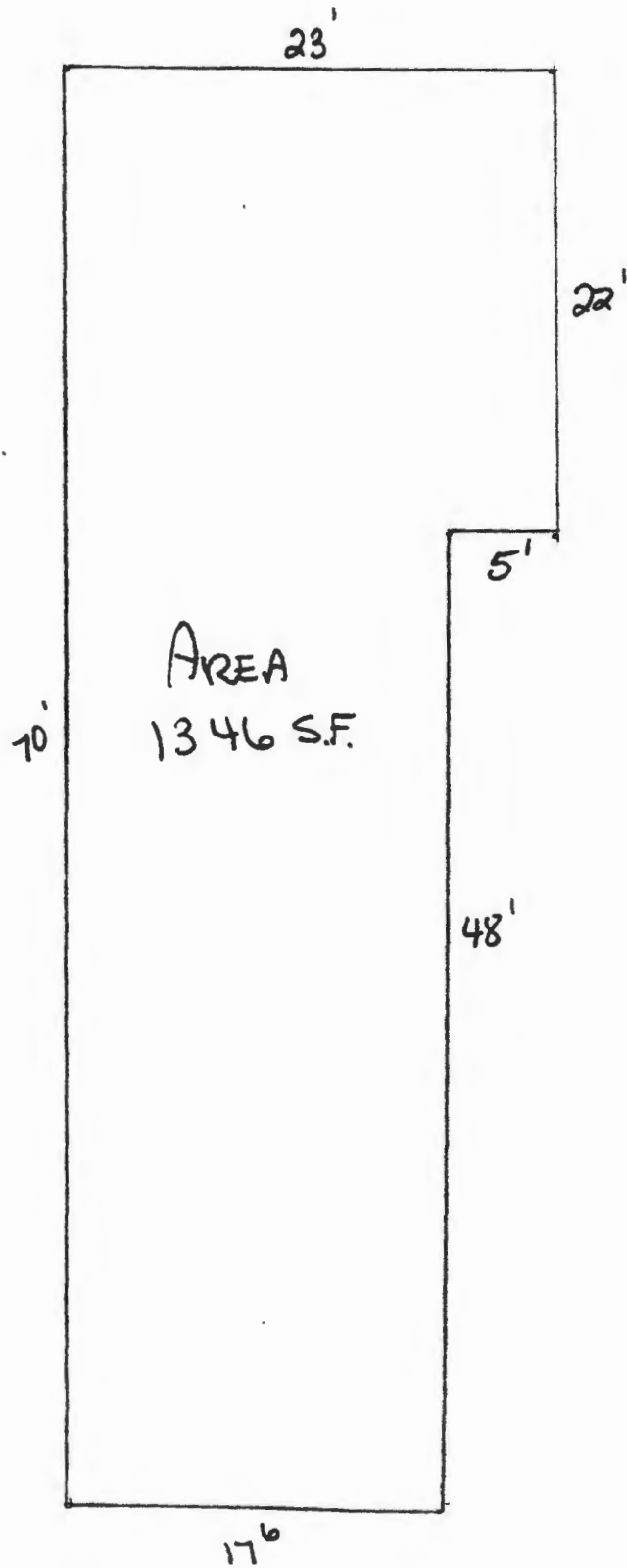
BUILDING A  
UNIT 302



AREA  
1135 SF

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COPY

BUILDING A  
UNIT 303



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## EXHIBIT "C"

### ALLOCATION OF UNDIVIDED OWNERSHIP PERCENTAGE INTERESTS IN COMMON ELEMENTS RIO GUADALUPE CONDOMINIUMS

<b>RESIDENTIAL UNITS</b>	<b>APPROXIMATE SQUARE FOOTAGE</b>	<b>UNDIVIDED OWNERSHIP PERCENTAGE INTEREST IN THE COMMON ELEMENTS</b>
Unit Number 101	1172	10.694
Unit Number 102	1135	10.356
Unit Number 103	1346	12.282
Unit Number 201	1172	10.694
Unit Number 202	1135	10.356
Unit Number 203	1346	12.282
Unit Number 301	1172	10.694
Unit Number 302	1135	10.356
Unit Number 303	1346	12.282

The ratios are subject to change should additional units be added to the project as allowed pursuant to the terms of the Declaration.

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**METES AND BOUNDS DESCRIPTION  
FOR A  
35.728 ACRE TRACT OF LAND**

Being 35.728 acres of land out of the Charles A. Smith Survey No. 321, Abstract No. 522, Comal County, Texas, and being out of a remainder tract of land called 78.929 acres in Volume 253; Page 270 of the Deed Records of Comal County, Texas, being all of a 1.375 acre tract of land described in Document No. 9706003359 of the Official Records of Comal county, Texas and being all of a 2.822 acre tract of land described in Document No. 200006019931 of the Official Records of Comal County, Texas, and being more particularly described as follows:

Beginning at ½" iron pin stamped "4069" found in the Southwesterly right-of-way line of Mountain Valley recorded in Volume 9, Page 84 of the Map and Plat Records of Comal County, Texas, North corner of Lot 1R, Vacate and Replat of Rio Guadalupe Condominiums Subdivision recorded in Document No. 200906033909 of the Map and Plat Records of Comal County Texas, and being an Easterly corner, and Point of Beginning of this herein described 35.728 acre tract of land;

Thence departing the Southwesterly right-of-way line of Mountain Valley and the North corner of said Lot 1R and along said Lot 1R, the following calls:

S 61° 47' 45" W, a distance of 406.79 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
S 28° 16' 58" E, a distance of 124.96 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
N 61° 47' 17" E, a distance of 47.76 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
S 28° 16' 58" E, a distance of 211.29 feet to a ½" iron pin found;  
N 65° 55' 48" E, a distance of 35.60 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
and N 65° 12' 33" E, a distance of 73.43 feet to a ½" iron pin found on the Southwest line of Lot 11, River Valley Estates, Unit 2 recorded in Volume 12, Page 139 of the Map and Plat Records of Comal County, Texas, and being the Southeasterly corner of said Lot 1R;

Thence along the Southwest line of said Lot 11, S 28° 16' 58" E, a distance of 158.36 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set for a corner on the Northwesterly river bank of Guadalupe River, being a Southeasterly corner of this herein described 35.728 acre tract of land;

Thence with the Northwesterly river bank of Guadalupe River, the following calls:

S 66° 33' 38" W, a distance of 20.85 feet to a point;  
S 43° 43' 38" W, a distance of 59.95 feet to a point;  
S 72° 41' 38" W, a distance of 407.93 feet to a point;

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S 76° 49' 38" W, a distance of 211.09 feet to a point;  
S 66° 06' 38" W, a distance of 192.91 feet to a point;  
S 56° 18' 38" W, a distance of 93.94 feet to a point;  
and S 46° 13' 38" W, a distance of 71.61 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set on the Northwesterly river bank of Guadalupe River, Northeast line of River Road and being the South corner of this herein described 35.728 acre tract of land;

Thence departing Northwesterly river bank of Guadalupe River and with the Northeast line of River Road, the following calls:

N 30° 32' 22" W, a distance of 29.67 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
N 32° 18' 22" W, a distance of 48.22 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
N 56° 25' 22" W, a distance of 47.46 feet to a ½" iron pin found;  
N 85° 40' 22" W, a distance of 147.23 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
N 62° 04' 22" W, a distance of 112.90 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
N 48° 03' 22" W, a distance of 42.73 feet to a ½" iron pin found;  
N 24° 34' 22" W, a distance of 648.96 feet to a ½" iron pin found;  
N 30° 41' 22" W, a distance of 123.71 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set;  
and N 33° 53' 22" W, a distance of 34.84 feet to a ½" iron pin with orange cap stamped "HMT PROP. COR." set on the Northeast line of River Road, on the Southeast right-of-way line of River Gate as recorded in Volume 9, Page 84 of the Map and Plat Records of Comal County, Texas and being the Northwest corner of this herein described 35.728 acre tract of land;

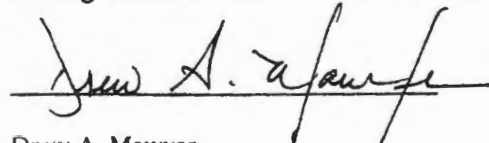
Thence with the Southeast right-of-way line of River Gate, the following calls:

N 61° 47' 25" E, a distance of 1432.43 feet to a 5/8" iron pin found on a curve to the right; and with said curve to the right having a Radius of 50.00 feet, an Arc Length of 78.60 feet, a Delta Angle of 90° 04' 27", and a Chord bearing and distance of S 73° 10' 23" E, 70.76 feet to a ½" iron pin found on the Southwesterly right-of-way line of said Mountain Valley;

Thence with the Southwesterly right-of-way line of said Mountain Valley, S 28° 14' 56" E, a distance of 688.47 feet to the Point Of Beginning and containing 35.728 acres of land.

Surveyed on the ground this the 11<sup>TH</sup> day of MAY, 2010.

Bearings based on Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.



Drew A. Mawyer  
Registered Professional Land Surveyor No. 5348

S:\Projects\RIQ001 Rio Guadalupe Civil\Survey\Metes & Bounds\W&B-35.728 AC.dwg



Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
08/19/2010 02:10:07 PM  
CASHFOUR  
201006027526

