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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR INDIAN HILLS RANCH**

DOC# 390691

STATE OF TEXAS §
§
COUNTY OF HAYS §

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN HILLS RANCH (this "Amendment") effective as of the date provided below, is made and executed by FARM CREDIT BANK OF TEXAS, a banking corporation chartered under the Farm Credit Act of 1971 (Public Law 92-181), as amended (the "Declarant") as follows:

RECITALS

A. Declarant is the developer of Indian Hills Ranch, a development in Hays County, Texas.

B. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Indian Hills Ranch, executed by Declarant and recorded at Volume 1156, Page 383 of the Real Property Records of Hays County, Texas (the "Declaration"), Declarant imposed certain covenants, conditions and restrictions on the subdivisions to be formed and created out of the subject development, as more fully set forth in the Declaration.

C. As of the date of execution of this Declaration, Declarant is the owner of a majority of the Lots subject to the Declaration and holds a majority of all of the votes of the Association. Under the provisions of Section 7.3(a) of the Declaration, Declarant, without the approval or joinder of any other Owner, is entitled to amend the Declaration as long as Declarant provides all other Owners with a copy of this Amendment. Prior to recording this Amendment in the Real Property Records of Hays County, Texas, Declarant has provided all other Owners of Lots out of the Property with a copy of this Amendment.

D. Declarant desires to amend the Declaration as more fully provided below.

NOW, THEREFORE, for and in consideration of the foregoing, this Amendment is executed on the following terms and conditions:

1. **Modification of the Declaration.** The Declaration is modified and amended as provided in the following paragraphs:

1.1 **References to Travis County, Texas.** Except for in the acknowledgment of Declarant's signature on the Declaration, each and every reference in the Declaration to "Travis County, Texas" is modified and amended to refer to "Hays County, Texas".

1.2 **References to Development Agreement.** Each and every reference in the Declaration to the term "the Development Agreement" and the phrases "and the Development Agreement" and "and/or the Development Agreement" is deleted in its entirety. Additionally, the last sentence of Section 7.2 of the Declaration Agreement is deleted in its entirety.

2. **Defined Terms.** Words and terms used in this Amendment which are defined in the Declaration are used in this Amendment as defined in the Declaration, except as specifically otherwise provided in this Amendment.

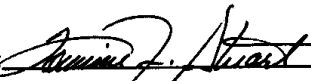
3. **Preservation of Declaration.** Except as specifically amended and modified by this Amendment, all the terms, provisions, covenants, conditions and restrictions set forth in the Declaration shall remain in full force and effect as provided in the Declaration. All terms, provisions, covenants, conditions and restrictions of the Declaration, as amended and modified by the instrument, are ratified, confirmed and reaffirmed by Declarant. Except as otherwise expressly provided in this Amendment, Declarant does not intend to, and the execution of this Declaration shall not, in any manner impair, waive or release any of the terms, provisions, covenants, conditions and restrictions of the Declaration. In no event does Declarant intend, by executing and recording this Amendment, to materially affect the obligations of the Association to operate, maintain, repair and improve the Private Roads or to levy Assessments for the operation, maintenance, repair and improvement of the Private Roads. The purpose of this Amendment is to amend the Declaration as provided above and to ratify, confirm and reaffirm all terms, provisions, covenants, conditions and restrictions set forth in the Declaration, as modified and amended by this Amendment.

4. **Governing Law.** This Amendment shall be construed and governed under the laws of the State of Texas.

This Amendment is executed effective as of the date this Amendment is recorded in the Real Property Records of Hays County, Texas.

DECLARANT:

FARM CREDIT BANK OF TEXAS

By: 

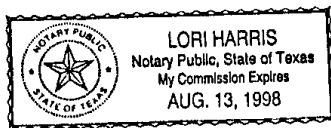
Printed Name: Tommie F. Stuart

Title: Vice President

1190 864

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of November, 1995, by Tomnie Stuart, the Vice President of Farm Credit Bank of Texas, a banking corporation chartered and organized under the Farm Credit Act of 1971 (Public Law 92-181), as amended, on behalf of said banking corporation.



Lori Harris
NOTARY PUBLIC, State of Texas

Name - Typed or Printed

My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.

NOV 29 1995



Margie T Villalpando
COUNTY CLERK
HAYS COUNTY, TEXAS

Doc# 390691
Pages: 3
Date: 11-29-1995
Time: 01:36:50 P.M.
Filed & Recorded in
Official Records
of Hays County, TX.
MARGIE T VILLALPANDO
COUNTY CLERK
Rec. \$ 13.00

Return to:

Farm Credit Bank - 3-
P.O. Box 15919
Austin TX 78761-5919