

CPR

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
MEADOWBROOK ESTATES UNIT NO. 2

ARTICLE I

THIS DECLARATION is made this 18 day of JULY, 1994
by Meadowbrook Properties, hereafter called Developer.

WHEREAS, Developer is the owner of certain real property in Atascosa County,
Texas; and

WHEREAS, Developer desires to create thereon a planned residential
community with designated lots for the benefit of the present and future owners of said
lots; and

WHEREAS, Developer desires to provide for the preservation and enhancement
of the property values, amenities and opportunities in said community and for the
maintenance of the property, and to this end desires to subject the property, together
with such additions as may hereafter be made thereto to the covenants and restrictions,
hereafter set forth, for the benefit of said property and each owner thereof;

NOW THEREFORE, the Developer declares that the real property, and such
additions thereto as may hereafter be made, is and shall be owned, held, transferred,
sold, conveyed, occupied and enjoyed subject to the covenants and restrictions
hereafter set forth which shall run with the property and be binding upon all parties
having any right, title or interest in the real property, their heirs, successors and
assigns and shall inure to the benefit of each owner thereof.

ARTICLE II
PROPERTY OWNER'S ASSOCIATION

The Developer has caused to be formed and organized a non-profit corporation,
organized and existing under and by virtue of the laws of the State of Texas (herein
called the Property Owner's Association or "POA") for the purpose of providing a non-
profit civic organization to serve as the representative of the owners and residents with

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respect to the assessment, collection and application of all charges imposed hereunder; the enforcements of all covenants contained herein (if it so elects, with the power, but not the duty to so enforce) and the enforcement of all liens created hereby; and for the creation, operation, management and maintenance of any facilities and services which may be referred to hereafter; and

For the purpose of providing funds for the use of the POA, an annual charge is hereby imposed against the property in favor of the POA commencing on each lot or living unit the first of the month following the date of sale of such lot by Developer. The annual charge shall be in the amount hereinafter specified and shall be separately imposed upon each lot or living unit which shall be charged with and subject to a lien for the amount of such separate annual charge so that the annual charge, once it begins, shall be payable in advance on January 1st of each year.

The amount of the annual charge for each lot or living unit which is restricted to single family residential use only shall be forty-eight dollars (\$48.00) per year. In any given year the board of directors of the POA may, within its discretion, adjust the amount of the annual charge; however, no increase shall exceed eight percent (8%) over the previous year.

As soon as may be practical, at the beginning of each year, the POA shall send a written statement to each owner subject to the annual charge stating the amount of the annual charge against each lot or living unit, stated in terms of the total sums due and owing as the annual charge, and that unless the owner shall pay the annual charge by January 15th of each year, the same shall be deemed delinquent and shall bear interest at a rate set by the board of directors until paid.

If the owner of any lot or living unit subject to the annual charge shall fail to pay the annual charge by April 15th of each year, the POA shall have the right to enforce the lien which is hereby imposed in its favor to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of deeds of trust under the applicable law, and the amount due by such owner shall include the annual charge as well as the cost of such proceedings, including a reasonable attorneys fee and the aforesaid interest.

The Developer and/or principals shall not be liable for the payment of any dues or assessments payable to the "Property Owner's Association" for any lots owned or unsold by the Developer and/or its principals.

The POA shall not be obligated to spend, in any given calendar year, all of the sums collected in such year by way of annual charges, and may carry forward as surplus any balances remaining. Likewise, the POA shall not be obligated to apply any such surplus funds to the reduction of the amount of the annual charge in the succeeding year, but may carry forward from year to year such surplus as the board, in its discretion, may determine to be desirable for the greater financial security of the POA and the effectuation of its purposes.

The POA shall have the right to suspend the right of any owner (and the privilege of each resident claiming through such owner) for any period during which the annual charge imposed herein remains overdue and unpaid.

The annual charge imposed herein shall remain a first charge against and a continued first lien against the land on which it is imposed, and shall run with and bind and burden such land; however, the annual charge provided for here shall be subordinate to the lien of any mortgage, mechanics lien, contract, deed of trust, or vendors lien now or hereafter placed upon the property, subject to such annual charge, provided however, such subordination shall apply only to a mortgage, mechanics lien, contract, deed of trust or vendors lien, imposed as a bonafide security for purchase money or for a construction or home improvement loan on the property in question, and such subordination shall apply only to the annual charges which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer, however, shall not release such property from liability for any annual charge thereafter becoming due, nor from the lien of any subsequent annual charge.

ARTICLE III BUILDING AND USE RESTRICTION

SECTION 1. PROPERTY USE. All lots in Meadowbrook Estates Subdivision shall be used and occupied for single-family residential purposes only. No lot may have more than one single-family residence thereon, and no lot or portion thereof shall be used or occupied for any business, commercial, trade, or professional purpose, either apart from or in connection with the use thereof as a residence.

SECTION 2. LOCATION OF IMPROVEMENTS. No residence shall be located on any Lot within this subdivision nearer to the front lot line or the side lot line than the minimum building setback lines shown on the Subdivision Plat. For the purpose of the foregoing sentence, residence shall include all buildings or other structures located on a Lot. All accessory buildings shall maintain a minimum distance of fifteen(15) feet from any side or rear property line. No fence shall be constructed in the area in front of a residence setback line as located on the Lot.

Developer expressly reserves the right to use utility easements dedicated to the public as shown on the subdivision plat for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Developer for all public or private utility purposes.

SECTION 3. RESIDENCES. No building or other structure shall be constructed, placed or otherwise located on any lot except a single-family residence. As used herein, single-family residence shall mean a constructed, assembled, or manufactured home intended for use as a dwelling place of an individual or family with all the customary appurtenances thereto. Each single-family residence shall have a minimum living area of 1400 square feet, exclusive of porches and garages. No single wide mobile homes will be allowed. All plans and specifications are subject to the prior written approval of the Architectural Control Committee.

- a. All homes built on-site shall be constructed with quality material and must be new construction. All work shall be accomplished in a good workmanlike manner.

Any building, garage, carport, shed, fence, structure, addition or remodeling of a residence must be of new material and be of equal construction quality and architectural design as the residence and be subject to the prior written approval of the Architectural Control Committee.

- b. Assembled and manufactured homes are permitted within the subdivision provided they comply with the following restrictions and limitations in addition to other restrictions contained herein.
- All assembled and manufactured homes must be on a permanent foundation, i.e. concrete slab, or upon concrete blocks or piers.
 - All assembled or manufactured homes must be completely skirted within 45 days after placement on the property with masonry, plaster, a material to match the exterior of the residence, or any other material having the prior written approval of the Architectural Control Committee.

It is intended hereby to delegate to the Architectural Control Committee authority to insure the orderly development of a decent residential area. Failure of the Architectural Control Committee to take any action on an application submitted for approval by the Committee within 30 days of receipt thereof will be deemed as the approval thereof.

SECTION 4. AREAS SUBJECT TO 100-YEAR FLOODPLAIN. Certain areas within the subdivision are within the 100-year floodplain as designated by the Federal Emergency Management Agency (FEMA). These areas are delineated on FEMA Map Panel No. 480014 025B and shown on the Subdivision Plat. No habitable structure or portion thereof shall be erected within these areas without first obtaining applicable Federal, State, County and City approvals and/or permits prior to construction.

SECTION 5. TEMPORARY AND OTHER STRUCTURES. No portable or temporary structure, other than usual and ordinary structures appurtenant to a residence, shall be placed on any Lot; except that the Developer reserves the exclusive right to place and maintain such temporary facilities upon the Property as it determines, in its sole discretion, as may be necessary or convenient in connection with the sale of Lots to the public.

SECTION 6. NUISANCE. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or to other Owners. No junk or inoperable automobiles or machinery which are in a state of disrepair shall be permitted on any Lot; and no dirt bikes, all-terrain vehicles, machinery or motors shall be permitted if their presence or operation, by reason of noise, fumes, use, sight or other circumstances, shall constitute a nuisance.

SECTION 7. SIGNS. Except for signs, billboards or other advertising devices displayed by Developer, for so long as Developer or its successors or assigns shall own any portion of the Property, no sign of any kind shall be displayed on any Lot unless such signs are not located within 50 feet of the front lot line of a Lot:

(a) Builders may display one(1) sign of not more than five(5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any owner may display one(1) sign of not more than five(5) square feet on a Lot improved with a residential structure to advertise the Lot and/or the residence for sale or rent.

The Developer shall have the right to remove any sign not complying with the provisions of this section at any time, and in so doing, shall not be liable for trespass or other tort in connection with such removal.

SECTION 8. HOUSEHOLD PETS. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot in a manner that constitutes a nuisance as provided above. Subject to the foregoing, an Owner may keep dogs, cats, or other household pets as he desires, provided, however, that an Owner may not keep more than one calf or pig on a Lot and it shall be kept for 4-H or FFA purposes or projects only. All animals shall be restricted to the Lot of their owner and shall be removed from such Lot immediately if, for any reason, they become a nuisance.

SECTION 9. SEPTIC TANKS. No privy, outside toilets, or cesspool shall be placed or maintained upon or in any Lot within the subdivision, provided, however, that rented outside toilet facilities may be furnished for workmen during construction of any residence on a Lot. All plumbing shall be connected to a septic system installed and maintained in accordance with all applicable governmental health and environmental regulations.

SECTION 10. MINIMUM LOT AREA. No Lot shall be resubdivided into smaller Lots by any owner, provided, however, that this restriction shall not prevent correction deeds or other documents to resolve boundary disputes.

SECTION 11. MINING OPERATIONS. No excavation, quarrying, or mining of caliche, rock, topsoil, or other surface mineral shall be permitted on or in any Lot. No household garbage or other refuse shall be buried on any tract in the subdivision.

SECTION 12. PROHIBITED USES. None of the Lots shall be used for illegal or immoral purposes, nor shall any of the said Lots be used for keeping or treating persons afflicted with tuberculosis, or any other diseases that are contagious or infectious.

SECTION 13. PROHIBITED HUNTING. No hunting of any kind shall be permitted on any Lot or public roadway within the subdivision. No firearms may be discharged in the subdivision at any time. Open controlled fires to burn grass, leaves and brush are permitted; however, foul odors, noxious fumes, and offensive smoke shall not be generated.

ARTICLE IV EASEMENTS

SECTION 1. EXISTING EASEMENTS. The subdivision plat(s) dedicate for use as such subject to the limitation set forth therein, certain streets and easements thereon, and such subdivision plat(s) further establish dedications, limitations, reservations, and restrictions applicable to the property.

Further, Developer and Developer's predecessors in title have heretofore granted, created, and dedicated, by various recorded instruments, certain other easements and related rights affecting the property. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat, and all grants and dedications or easement and related rights heretofore made by Developer and Developer's predecessors in title affecting the property, are incorporated herein by reference and made a part of this Declaration for all purposes, as fully set forth herein, and shall be construed as being adopted in each and every contract, Deed or other conveyance executed or to be executed by or on behalf of Developer conveying any part of the property.

SECTION 2. TITLE TO EASEMENTS AND APPURTENANCES NOT CONVEYED. Title to any Lot conveyed by Developer by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric lights, electric

power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Developer or its agent through, along, or upon any Lot or any part thereof to serve said Lot, or any other portion of the Property, and the right to maintain and repair, sell, or lease such appurtenances to any municipality or other government agency or any public service corporation or to any other party is hereby expressly reserved in Developer.

ARTICLE V GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty(20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten(10) years until canceled by vote of seventy-five(75) percent of lot owners.

SECTION 2. ENFORCEMENT. The Commissioner's Court or any property owner within the subdivision shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions contained herein. Court costs must be paid by the violator when found guilty by the courts.

SECTION 3. SEVERABILITY. Invalidation of any one of the covenants, restrictions, conditions or provisions contained in this Declaration shall in no way affect any other provisions hereof, which shall remain in full force and effect.

SECTION 4. AMENDMENTS BY DEVELOPER. Notwithstanding any other Section hereof, the Developer shall have the right at any time, without the joinder or consent of any other party, to amend this Declaration by any instrument duly filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner.

SECTION 5. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 6. OMISSIONS. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

SECTION 7. ENFORCEMENT. The Commissioner's Court shall have the separate authority to enforce these restrictions.

IN WITNESS WHEREOF, Meadowbrook Properties has caused this Declaration to be executed in its name.

Willard L. King
Willard L. King, Authorized Agent

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 5th day of JULY, 1994 by Willard L. King, Authorized Agent for Meadowbrook Properties.

Thomas Adame
Notary Public, State of Texas

Printed Name of Notary



My Commission Expires

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the OPR records of Atascosa County, Texas stamped hereon by me:

RECORDING DATE July 20 1994
LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By C. Intem Deputy

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FILED FOR RECORD

94 JUL 18 AM 9:30

LAQUITA HAYDEN
ATASCOSA COUNTY CLERK

Deputy

pd 19.00

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