

What follows is a retyped version of the original copy of the "RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF DEER MEADOWS, INC. PHASE ONE AND PHASE TWO DEER MEADOWS, INC. TO THE PUBLIC", with amendments noted and annotated where they should occur, and with a mind to retaining all of the grammatical errors found within the original documents. This is NOT the go to document for legal purposes. Please check with the original documents to make decisions as I am a human and can easily make mistakes. The intent was to make it available along with the original documents to make it easier for people to look at without going back and forth between the original documents involved.

KNOW ALL MEN BY THESE PRESENTS:

That DEER MEADOWS, INC., owner of DEER MEADOWS, a subdivision in Comal County, Texas, as shown on a plat recorded in volume 6, page 195, of the Map and Plat Records of Comal County, Texas, does hereby impress all the property included in such subdivisions with the following restrictions:

1. All lots shall be used solely for residential purposes and only one single family residence constructed or placed on the lot in accordance with these restrictions shall be permitted on any lot in the subdivision.
2. No building, ~~mobile~~ (Deleted 24 July 2009 by "1. The word "MOBILE" appears twelve (12) times within the Restrictions basic, the word has been deleted." Note: this notation will hereafter appear as the note (1) as I'm sure this would be tiresome and distracting to read twelve times.) home, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Under ordinary topographical circumstances, all residences, ~~mobile~~ (1) home and fences will be required to be set back 50 feet from roadways bordering the lot, and all ~~mobile~~ (1) homes must be placed within 10° of parallel to the street. Garages, carports, and decks will be required to be set back 25 feet from the roadways bordering the lot unless variance is granted by the Architectural Control Committee because of topography. No building or ~~mobile~~ (1) home shall be placed within ten feet of the side or rear line of any lot, unless variance is granted by the Architectural Control Committee because of topography. Any deviation from this must first be approved in writing by the Architectural Control Committee. In the case of corner lots, placement and set-back of all ~~mobile~~ (1) homes must be approved in advance by the Architectural Control Committee. Said Architectural Control Committee shall initially be composed of Lee R. Roper, Ron Newman and Edwin K. Nolan. After June 30, 1983 (Deleted 24 July 2009 by "2. Paragraph 2, Sentence beginning with the word "SAID" and ending with "1983", has been deleted."), the Architectural Control Committee shall be elected by the members of the DEER MEADOWS Property Owner's Association. A majority of the committee may designate a member to act in its behalf. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor or any two of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee. The Committee's

approval or disapproval as required in these covenants shall be set out in writing and in the event the committee or its designated representatives fails to approve or disapprove plans within ~~thirty (30) days~~ (Note: this one is confusing as the amendment refers to paragraph 3 in the original document but the information it was intended to change resides in paragraph 2 in the original document. Replaced 24 July 2009 with "3. Paragraph 3, THIRTY DAYS" (30), has been changed to "FIFTEEN DAYS"(15).) after said plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be fully complied with.

3. No building, other than a new single family residence or a modern, factory built ~~mobile (1) home less than 5 years old~~ (Replaced 24 July 2009 with "4. Paragraph 3, "MOBILE home less than 5 years old", has been changed to read, "home less than three (3) years old".), each containing not less than 700 (Amended 11 May 1993 by "1. Paragraph 3 of the Covenants is amended to require that no residence, home, or modern factory built mobile home that is erected, stored, or constructed on any lot shall contain less than 1,450 square feet, exclusive of open or screen porches, breezeways, carports, garages, and patios.") square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected, stored, or constructed on any lot, and no garage, storage room or other outbuilding may be erected except simultaneously with or subsequent to erection of a residence or placement of a ~~mobile (1)~~ home. All buildings must be completed not more than one year after laying foundations. ~~Servants' quarters and guest houses may be constructed to the rear of a permanent residence.~~ (Deleted 24 July 2009 by "5. Paragraph 3, Sentence beginning with the word, "SERVANTS and ending with "RESIDENCE", has been deleted.") All buildings and ~~mobile (1)~~ homes must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove frame, wheels, posts, and piers (except those supporting raised porches) from outside view.
4. No material of any kind shall be placed or stored on any lot except for construction material after construction of a permanent building has begun. Grantor may notify Grantee by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, Grantor may remove said material from the property, dispose of such materials, and charge Grantee with removal and disposition costs, and Grantor shall have no liability to Grantee by virtue of the exercise of such right to removal.
5. No tent, garage, barn, motor home, camper, trailer or other outbuilding erected or placed on a lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building or placement of a ~~mobile (1)~~ home on the lot, but may not be left on the lot longer than seventeen (17) consecutive days prior to completion of construction or placement of a ~~mobile (1)~~ home on the lot.
6. No outside toilet shall be installed or maintained on any lot and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Architectural Control Committee. No owner shall be required to maintain a lot prior to placement of a ~~mobile (1)~~ home or construction of a residence on the lot. All lots containing a residence or ~~mobile (1)~~

home shall be suitably maintained and mowed to preserve the beauty of the subdivision. The DEER MEADOWS Property Owners Association shall have the right, after ten days written notice to the lot owner by U.S. Certified Mail, to correct any violation of this restriction by cleaning or mowing the lot, and removing trash therefrom, and charge the lot owner with the costs of such maintenance, which charge shall operate as an additional maintenance lien against the lot. The DEER MEADOWS Property Owners Association shall have no liability to the lot owner for trespass or for property removed as necessary to clean the lot.

7. No noxious, offensive, unlawful, immoral or commercial use shall be made of any lot or tract.
8. No livestock of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not allowed to run loose in the subdivision, and do not create a nuisance in the subdivision by creating excessive noise or odors.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any lot, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot) or non-operating automobiles shall be stored on (or parked in the roadway in front of) any lot.
10. All outdoor lighting must be operated by manual switches and shaded when necessary to prevent excessive glare on other lots in the subdivision.
11. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Comal County, Texas may amend or change said covenants in whole or part at any time ~~after the developer has sold over 60% of the lots in the subdivision.~~   
**(Deleted 24 July 2009 by "6. Paragraph 11, Beginning with the word "AFTER" and ending with the word "SUBDIVISION", that part of the sentence is deleted.")** Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.
12. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgement of any Court shall in no way affect any of the other provisions which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate the restriction with respect to future violations of that restriction.
13. No sign of any kind shall be displayed to the public view on any vacant lot. On lots containing a residence (or during construction of a residence there will be permitted one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
14. If any lot owner, his tenants, guests or assigns shall violate any of the covenants herein, it shall be lawful for the DEER MEADOWS Property Owner's Association and person or persons owning any lot in the subdivision (either Phase One or Phase Two), to prosecute any proceedings at law or in

equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorney's fees, for such violations.

15. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor, heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision (both Phase One and Phase Two) and all present and future lot owners therein.
16. In addition to the covenants, restrictions and reservations stated above, each lot shall be subject to a water assessment of \$400 for the purpose of installing a water system to bring water to the lot. Said water assessment shall be due and payable to DEER MEADOWS, INC., or its assigns on or before six (6) months after the lot is conveyed by DEER MEADOWS, INC., and shall be secured by a lien on the lot.
17. An assessment ~~of \$3.00 per month~~ (Replaced 24 July 2009 with "7. Paragraph 17, Beginning with the words "OF \$3.00" and ending with the word "MONTH", has been changed to "OF \$5.00 PER MONTH".) is hereby assessed against each lot owner in the subdivision, regardless of the number of lots owned by a lot owner (either a single person or husband and wife owning jointly), each lot owner shall be liable for only one \$3.00 per month assessment. ~~Such assessment shall be due and payable to the DEER MEADOWS Property Owner's Association on the first of each month, beginning July 1, 1983, and may be paid annually in advance June 30<sup>th</sup>, 1988, and every five years thereafter,~~ (Replaced 24 July 2009 with "8. Paragraph 17, Sentence beginning with the word "SUCH" and ending with the word "THEREAFTER", is deleted and replaced with, "Such assessments shall be due and payable to the deer Meadows Property Owners Association, each year, on July 1. Assessments are considered delinquent if not paid by August 1 each year and incur a charge fee as determined by the Board of Directors for the month of July and for each month thereafter until paid in full".) ~~this assessment can be increased by 2/3 vote~~ (Replaced 24 July 2009 with "9. Paragraph 17, Sentence beginning with the word "THIS" and ending with the word "VOTE", has been changed to read, "This assessment can be increased by a fifty-one (51%) vote cast by members".) of the members of the DEER MEADOWS Property Owner's Association to an amount not to exceed the increase in the U.S. Department of Labor's Consumer Price Index (or comparable index, if no longer available) for the previous five year period. This assessment shall be secured by a lien on the lot, which can be judicially foreclosed after assessment is six months delinquent. All costs of suit, including attorney's fees, shall be paid by the delinquent lot owner.
18. ~~A ten foot water line easement is hereby reserved on the back and sides of each lot; provided however, if such easement is used after the lot is sold by the developer, no oak trees more than ten inches in diameter shall be destroyed, and, the owner of the water system shall repair all damage done to fences, shrubbery, lawns and buildings in the use of such easement.~~ (Replaced 24 July 2009 with "10. Paragraph 18, Entire paragraph changed to read "There is a ten (10) foot easement on each side of the lot and across the back."
19. Added 24 July 2009 "Paragraph 19, "NEW", It is the responsibility of the Architectural Control Committee, chaired by the Vice-President and members of that Committee to insure all Deer Meadows property owners comply with the Restrictions and take appropriate action to insure compliance."

20. Added 11 May 1993 "2. No fireworks of any kind will be allowed to be sold or used in the subdivision."
21. Added 11 May 1993 "3. No open fires are allowed on any lot or any place in the subdivision without responsible supervision."
22. Added 11 May 1993 "4. No hunting or shooting of any game is allowed in the subdivision."
23. Added 11 May 1993 "5. No firing of firearms of any kind is allowed in the subdivision excepting only emergency use for self defense or family safety."