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BRYAN T. SNOWDEN, TRUSTEE TO THE PUBLIC

DEDICATION AND RESTRICTIONS

GREEN MEADOWS

Fredericksburg, Texas

WHEREAS the undersigned is the owner of all of the lots situated in Green Meadows, an Addition to the City of Fredericksburg, Gillespie County, Texas, according to the Plat of said Addition recorded in Volume 1, Page 94, Deed Records, Gillespie County, Texas;

AND WHEREAS the undersigned wishes to assure the orderly and uniform development of the above described property to be known as Green Meadows, an Addition to the City of Fredericksburg, Gillespie County, Texas.

NOW, THEREFORE, in order to carry out a general plan of development for the benefit of each and every purchaser of a lot in Green Meadows, the following restrictions upon the use of said property are hereby established; and the land known as Green Meadows and as more particularly platted into lots and blocks on the Plat referred to above and incorporated by reference herein is held and shall be conveyed subject to the restrictions, reservations, and covenants hereinafter set forth.

I.

DEDICATION OF STREETS AND EASEMENTS

The undersigned hereby dedicates to the public forever, for its use, the streets and easements shown on the Plat of Green Meadows, which Plat has heretofore been referred to and incorporated by reference herein. The dedication of streets and easements herein shall be perpetual and not subject to change or release as provided in Article VIII, paragraph C, Duration.

Fences, walls, and hedges, but no building or structure of any other character, may be erected or maintained on the drainage or utility easements, provided (1) that such fences, walls, and hedges do not interfere in any way with drainage or with the use of said easements by public utilities then utilizing or hereafter wishing to utilize the same, (2) that the rights of the owners of such fences, walls, and hedges shall be subordinate to the rights of such public utilities, and (3) that such public utilities may at any time without liability to the owner remove any such fence, wall or hedge where the removal of the same is incidental to the performance of public service operations. The undersigned shall have the right to vacate the easement appurtenant to any residential lot provided such vacation shall not prevent access by utilities then occupying any such easement to any residential lot shown on said Plat subject to the approval of the public utility.

II.

DEFINITIONS

In construing these restrictions, covenants, and conditions, the following words shall have the following meanings:

Declarant. Declarant shall refer to Bryan T. Snowden, Trustee, his successors and assigns.

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Association. Association shall mean and refer to the Green Meadows Homeowner's Association, a Texas Non-Profit Corporation, its successors and assigns.

By-Laws. By-Laws shall refer to the By-laws of the Association as the same may be amended from time to time by proper action of its members.

Original Plat. Original Plat shall mean and refer to the aforesaid Plat filed for record in Volume 1, at Page 94 of the Map and Plat Records of Gillespie County, Texas, on the 1st day of February, 1984, designating the Green Meadows addition to the City of Fredericksburg.

Green Meadows Subdivision. Green Meadows Subdivision shall mean and refer to that subdivision of Gillespie County, Texas, named Green Meadows Subdivision, recorded in the Deed Records of Gillespie County, Texas, and designated as the original Plat.

Common Areas. Common Areas shall mean or refer to all real property and improvements thereon, owned by the association for the common use and enjoyment of the members, which common area shall be designated as such in the original plat.

Lot. Lot shall mean and refer to any lot, tract, or parcel of land (with the exception of the Common Area and Lot 15, Block 1 and Lot 15, Block 2) shown upon the original plat.

Owner. Owner shall mean or refer to the person or persons, entity or entities, who either own of record fee simple title to a lot or have entered as an original party, successor or his assign, into a contract of purchase and sale for a lot with Declarant; the term owner to exclude any person or persons entity or entities, having any interest in a lot merely as security for the performance of an obligation; the term owner to include Declarant if Declarant is a record owner of fee simple title of a lot, but only if, with respect to such lot, developer has not entered into any contract of purchase and sale.

Member. Member shall mean or refer to an owner who, by being an owner, automatically becomes a member of the association and subject to its by-laws.

Addition. Addition shall mean the Green Meadows addition to the City of Fredericksburg.

III.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;

(b) the right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

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(c) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Properties or any part thereof;

(d) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon;

(e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in such properties shall be subordinate to the rights of the Owners hereunder;

(f) the right of the Association to charge reasonable fees for the use of any recreational facilities situate on the Common Area.

Section 2. Delegations of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

IV.

MEMBERSHIP

Section 1. Members. Declarant and every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot and shall be subject to the provisions of the By-Laws of the Association including the obligation to pay costs, dues or assessments.

V.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation or Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established collected and enforced, as provided in the By-Laws. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the

Common Area, it being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Subordination of the Lien to Mortgages. The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Plot from liability for any assessments thereafter becoming due or from the lien thereof.

VI.

USE OF LAND

A. SINGLE FAMILY RESIDENCE.. ots No. 1 through 14, Block 1, and Lots No. 16 through 17, Blo. 1 in the addition shall be restricted to one single family residential dwelling per lot. On said lots no building shall be erected, altered, placed, or permitted to remain on any such lot or lots, other than a single family dwelling with at least a one car garage or carport, and a storage building, situated behind the rearmost point of the residential dwelling, constructed of materials of the same or similar type as the residential dwelling. No residential lot covered under this paragraph and no residence located thereon shall ever be used for other than a family residence or purposes incident thereto.

B. DU-PLEXES, TRI-PLEXES AND QUAD-PLEXES. In addition to all uses permitted under Article VI A above, upon Lots No. 1 through 14, Block 2, Lots No. 16 through 18, Block 2 and all Lots in Block 3 and Block 4 of the addition, may be erected a multiple family residential dwelling containing a maximum of four individual family residential units provided that the multiple family residential dwelling shall be situated on two adjacent lots and provided further no more than one multiple family residential dwelling of a maximum of four individual family residential units shall be placed on the two adjacent lots. On said lots no building shall be erected, altered, placed, or permitted to remain other than that as is permitted under Article VI A and B herein, with at least a one car garage or carport provided for each individual family residential unit and a storage building, situated behind the rearmost point of each family residential dwelling, constructed of materials of the same or similar type as the residential dwelling. No residential lot covered under this paragraph and no residence of multiple family residential dwelling located thereon shall ever be used for other than a family residence or purpose incident thereto.

C. TYPE OF BUILDINGS PERMITTED. It is the specific intent of these restrictions to permit the placement of manufactured housing, however, the intent is to maintain a neat and orderly appearance to protect the property values of all property owners. Manufactured housing shall be permanently attached to a slab or pier and beam foundation so as to cause it to be a permanent attachment to the realty. No manufactured home built or constructed prior to January 1, 1977 shall be placed within this subdivision.

B. COMMON AREA. Common Areas owned or controlled by the Association shall be maintained and covered by the Association in a manner consistent with the purposes of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

VII.

CONSTRUCTION REQUIREMENTS

A. The front or street facing exterior walls of any residential dwelling shall be a minimum of seventy-five per cent (75%) solid or veneered masonry or fixed glass. The minimum areas required are exclusive of porches and garages.

B. The roofing material utilized on the roof of any residential dwelling shall be composition roofing material or better. Metal roofs must be painted a wood tone color.

C. Every garage or carport shall be attached to the residence.

D. Only new construction materials (except for used bricks) shall be used in construction of any structures on a lot.

E. During the development of the Addition a temporary sales office may be permitted to remain on no more than one (1) lot of the Addition.

F. Any fences constructed shall be from new construction materials (except for used brick). Fences shall be limited to wood, masonry or chain link. No fence shall be erected beyond the front corner of the residential dwelling; with the exception that the undersigned or its respective successors or assigns may construct a boundary fence around the entire perimeter of the Addition.

G. No animal or animals other than domestic pets shall be allowed on any lot, provided that domestic pets are not kept, bred, or maintained for any commercial purpose. Chickens, horses, swine, cattle, or other livestock shall not qualify as domestic pets. All household pets shall be confined either by fence or leash to the owner's property.

H. The minimum setback building line from the front property line shall conform with the building lines specified on the recorded plat of the Addition.

I. No structure shall be permitted on any lot nearer than six (6) feet to any side property line, provided however, multiple residential family dwellings placed on adjacent lots may be situated on the common property line of the two adjacent lots. All single family residential structures shall contain not less than 1,000 square feet of floor area. All multiple family residential structures shall contain not less than 750 square feet of floor area for each individual single family residential unit contained within the multiple family residential structure. Said minimum "floor area" shall be exclusive of porches, basements, garages, and attics.

J. The construction or maintenance of billboards, poster boards, or any other advertising structures of any kind on any part of any lot is prohibited except that one professional sign not more than five (5) square feet in size advertising property for sale or rent is permitted. In addition, signs used by builders or the developers of the Addition to advertise the property during the construction and development stages are

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permitted so long as said signs conform with existing municipal regulations.

K. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways or lots over night, and no vehicle of any size which normally transports inflammatory chemicals or explosive cargo may be kept in the Addition at any time after development construction is completed.

L. No residence may be occupied until it is completed. Any residence started must be completed within 200 days after building permit is issued.

VIII.

GENERAL PROVISIONS

A. Amendments By Declarant: The Declarant reserves and shall have the right at any time and from time to time, without the joinder or consent of any Owner or any other person, to amend this declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this declaration, providing that any 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 the vested property rights of any homeowner or of his mortgagee.

B. Right to Enforce: The restrictions herein set forth are imposed upon each residential lot for the benefit of each and every other residential lot and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and each and every purchaser acquiring any interest in any part of such land, and their heirs and assigns. All persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land. No restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or had an interest in said land or part thereof. The undersigned, its successors and assigns, and the owner or owners of any part of such land or any interest therein acting jointly or separately shall have the right to sue for and obtain an injunction preventing the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages; and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter; nor shall the failure to enforce such restrictions as to any one or more residential lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other residential lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions, or restrictions give rise to any cause of action against them by any other person.

C. Duration: The rights, use easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other restrictions and covenants herein set forth shall continue and be binding upon the undersigned, its successors, assigns, and all parties claiming through, or under it for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the Gillespie

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County Clerk of Gillespie County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each, provided, however, that at any time within five (5) years prior to the expiration of the first twenty-five (25) year period, or within five (5) years prior to the expiration of any ten (10) year period thereafter, the owners of the legal title to the residential lots having at the time more than fifty (50%) per cent of the area shown in the Plat of the Addition referred to herein and covered by this dedication, may provide for the release of any or all of the lots hereby restricted, from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any successive ten (10) year period, by executing and acknowledging a proper agreement in writing for such purpose and filing the same for record in the manner as then required for the recording of land instruments.

IX.

COMMERCIAL PROPERTY

The rights, obligations, responsibilities, restrictions and burdens as contained in Articles II through VIII herein shall not apply to, nor be enforceable by or against any owner of the commercial lots number 15, Block 1 and number 15, Block 2.

DATED the 30th day of DECEMBER, 1983.

BY: Bryan T. Snowden
BRYAN T. SNOWDEN, Trustee

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRYAN T. SNOWDEN, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and BRYAN T. SNOWDEN acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of DECEMBER, 1983.

Carroll J. Bryan
Notary Public, State of Texas

My Commission Expires: 12-10-84

CARROLL J. BRYAN
(Typed or Printed Name)

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CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 158 Pages 119-125, filmed on the 2nd day of February, A.D. 1984.

DORIS LANGE, Clerk, by Dolores Colunga Deputy.
Dolores Colunga

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