



DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS &  
RESTRICTIONS FOR CLEAR LAKE RANCHES UNIT 3

THE STATE OF TEXAS                   \*  
  \*  
COUNTY OF ATASCOSA                 \*

William L. Essex III, President of Mallard Farms, Inc., General Partner of Meadowood Farms, Ltd. (the "Developers") being the owner of the following described real property lying and being situated in the County of Atascosa, State of Texas, and being more particularly described as follows (the "Subdivision"):

Clear Lake Ranches, Atascosa County, Texas according to plat recorded in the New Plat Cabinet Records, Page 259-A, of Atascosa County, Texas.

for the purpose of carrying out a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions and limitations which shall apply to and become a part of all contracts of sales, Contracts for Deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and insure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

1. Residential Use. All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any lot other than a single-family residence with such accessory structures and buildings as a storage building, workshop, and garage. No habitable structure shall be placed within the 100 year flood zone. Not more than one single-family residence may be erected on a lot. No lot shall be subdivided. The term "residential use" shall exclude specifically travel trailers, and recreational vehicles. As used in this Declaration, the term "lot" refers to any numbered plot of land shown upon a recorded plat of any portion of the Subdivisions in accordance with the terms hereof.

2. Size and Specifications. No building, structure or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration, therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Committee approved plans.

A: Conventional on site construction single family residence:

Each dwelling must be new construction and shall not be less than 1,200 square feet of heated and air-conditioned space, exclusive of basement, garages, carports and porches. In the case of multi-store dwellings the minimum size shall be 1,200 square feet with not less than 700 square feet of heated and air-conditioned space in the first floor. Each dwelling must be a new construction all plans and specifications are subject to the prior written approval of the Architectural Committee.

1. No manufactured, mobile or modular homes allowed
2. Concrete or asphalt driveway required.

3. All homes must have garage that matches material and color of home.

All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high quality residential area.

3. Setback Requirements. The front setback requirements shall be such that no residence shall be located on any lot closer than 50 feet to any front property line, or further than 120 feet from the front property line.

No buildings of any nature shall be closer than ten (10) feet to any side property line, or closer than fifty (50) feet to the rear property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Committee. All residence must be centered between the two side property lines of each lot and the front of all residence must face and be parallel to the road fronting the lot. The location of the residence on each lot must be approved in advance in writing by the Architectural Committee.

4. Lot Clearing. No trees shall be removed, cut-down, or in anyway damaged or destroyed except where improvements are to be located or where such tree is diseased or dead. Lot owner shall keep the lot clear of all weeds, brush, trash and refuse. Grass should be mowed and not allowed to exceed six inches (6") in height.

5. Quality Construction and Maintenance. All improvements and structures including but not limited to homes, garages, carport, barn, fences, must be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair, kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof and situated so that their appearance will not be detrimental to the Subdivision as a whole. Fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence, and shall be subject to the prior written approval of the Architectural Committee. Roofing materials on any improvements or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the architectural Committee. No garage or outbuilding may be erected except simultaneously with or subsequent to erection of residence.

6. Easement. A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.

7. Time for Completion. Any dwelling or other structure or building, once commenced, shall be completed within reasonable diligence and, in all events, shall be completed as to its exterior within six months form the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.

8. Temporary Structures. No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Committee.

9. Septic Tanks and Water Wells. No residence shall be permitted in the subdivision unless it is served by (a) a septic tank, sewer system or some other sewage disposal system conforming with the regulations and recommendations of the Health Department of the State of Texas and Atascosa County, and (b) a water system, conforming with the requirements of and approved by the Texas State Health Department and Atascosa County. This includes, but is not limited to, the maintenance of a 150 foot sanitary control easement around any water well (i.e. no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). All septic tanks must comply with all State and Atascosa County regulations and must be inspected by the Atascosa County Health Officer or Commissioners Court Designate before, during and after construction and installation. Only one habitable structure shall be connected to a single septic system, and no dry outdoor toilets or cesspools shall be allowed except for temporary use by work crews. Outhouses or privies are not allowed on any lot in the Subdivision.

10. Draining Structures, Ditches, and Stock Tanks. Drainage structures under private driveways shall be constructed to Atascosa County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Committee.

11. Removal and Landfill Operations. No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances or the commercial harvesting of wood shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.

12. Storage of Trash and Weeds. No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

13. Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No car, truck, bus, boat, trailer or other vehicle shall be parked on any portion of the lot or driveway unless it is parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Committee.

14. Unused Vehicles. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than one week. Repairing of motor vehicles, boats, or other items of a mechanical nature (except for vehicles, boats or other items which are for the personal use of the owner of the lot) shall not be permitted on any lot in the Subdivision.

15. Fences. Fences will be constructed of wood, chain link, or other industry standard fencing material. Sheet metal fences will not be allowed. Fences shall be a maximum 6 feet high and shall not extend closer to the street than the front line of the dwelling. All fences are subject to the prior written approval of the Architectural Committee.

16. Signs. Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during the course of construction and for a reasonable sales period thereafter.

17. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toy, barbecue pits, picnic tables, etc. shall be kept or placed on the outside of the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition.

18. Exotic/Wildlife/Cattle Committee and/or Association.

(A): Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract except that one (1) horse, (1) cow, (1) sheep or one (1) goat per acre, or any combination thereof, may be kept, as long as the maximum number does not exceed one (1) per acre in the lot and does not become a nuisance or threat to other Owner. Animals, with the exception of swine, being raised for 4-H or F.F.A. school sponsored programs will be permitted. All animals being raised by individual Tract Owners must be kept in a fenced area on the Owners Tract. Dogs, cats or other common household pets may be kept in reasonable numbers. Dogs must be kept in a kennel, dog run, or fenced area. Dogs will not be permitted to run loose in the Subdivision and must be vaccinated for rabies once a year. Waivers may be granted by the Wildlife Committee, and other animals not mentioned must be approved by the Wildlife Committee. The Wildlife Committee shall have the sole determination of whether or not such animal is a nuisance, and its decision shall be binding and conclusive. The Wildlife Committee shall give notice in writing by certified mail to any Member whose pet has been determined to be a nuisance and such Member shall remove such pet from his Tract within (10) ten days from receipt of such notice. Failure to remove pet will allow the Wildlife Committee to use any of the remedial approved herein. In no event shall vicious or dangerous animals be allowed with the Subdivision.

(B): Duty to Maintain Special Agricultural Appraisal Value. The Association shall, for a period of five (5) years after the last tract is sold in the Subdivision, or a maximum of eight (8) years from the date Declaration is filed for record, whichever comes first, do everything within its power to assure that the entire subdivision property continues to be qualified for agricultural use, according to the current Property Tax Code.

19. Driveways. All lots must have a concrete or asphalt driveway extending from the street pavement to the garage and all culverts must be acceptable by County Commissioner.

20. Enforcement of Conditions and Restrictions. The conditions and restrictions set forth herein are for benefit of and shall inure to the Declarant, the Architectural Committee, the Association and each and every owner of any lot. After 15 days written notice of violations of restrictions, the Atascosa Commissioners Court, the Developer, the Architectural Committee, or any other person or entity mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restrictions, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including reasonable attorney fees, shall be recovered from anyone adjudged to have violated these restrictions by the party bringing the suit or other action. Failure to enforce any covenant, condition, reservation, restrictions, or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Committee.

21. Architectural Committee. There is hereby created and activated and Architectural Committee for the purpose of ensuring compliance with this Declaration by supervising, controlling and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Architectural Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the subdivision. The initial members of the Architectural Committee shall be Bill Essex and Phil Essex. If any one member refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all of the Architectural Committee members fail, refuse or are unable to serve, then the owners of the property in the subdivision shall elect a new Architectural Committee, each lot in the subdivision to have one vote in such election.

22. Cleaning Lots. After thirty (30) days notice to the owner, thereof, the architectural Committee or the Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney fees. Such lien shall be treated by the Association in the same manner of other assessments against such lot.

23. Uniform Assessments. Both annual and special assessments must be fixed to a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing lots as authorized elsewhere in this Declaration.

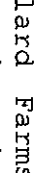
24. Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchase made under Veterans Land Board program only.)

25. Partial Invalidity. If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration

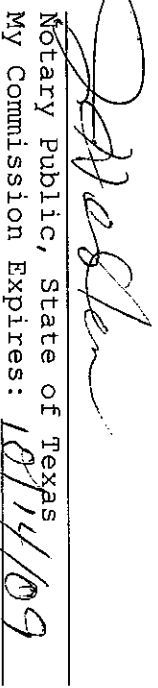
27. Amendment. The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee, except as otherwise allowed by law.

29. Right of Developer. The Developer or its agents shall have the right to use any unsold lot for a sales office location, future road right-of-way, or any other purpose Developer deems necessary.

31. No Pollution or Environmental Contamination. There shall be no activities on any lot or in part of the Subdivision that could result in the pollution or environmental contamination of the air, water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

  
William L. Essex III, President  
Mallard Farms, Inc., General Partner  
of Meadowood Farms, Ltd.

This instrument was acknowledged before me on the 12<sup>TH</sup> day of December, 2005 by Bill Essex, President of Mallard Farms, Inc., General Partner of Meadowood Farms, Ltd., on behalf of said company.



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