

**GREENMEADOW ESTATES (PHASE I)
COVENANTS AND RESTRICTIONS**

All lot owners and/or homeowners within these jurisdictions, GREENMEADOW ESTATES, (PHASE I) are bound by these Covenants and Restrictions regardless of when or whether they received the document(s). Any lot owners and/or homeowners within the GREENMEADOW ESTATES, (PHASE I) that are not included in these lots are governed by similar documents under the Reserve of GREENMEADOW DEVELOPMENT, L.P. and any future development in Phase II. Residents governed by these or other future homeowner's associations should contact their representatives for information on their policies.

Questions regarding any issues in this document or any supporting materials should be directed to the Architectural Control Committee.

THIS DOCUMENT REMAINS THE PROPERTY OF THE GREENMEADOW DEVELOPMENT, L.P. OR ANY FUTURE HOMEOWNER'S ASSOCIATION. USE OF THIS DOCUMENT IS RESTRICTED TO GREENMEADOW ESTATES, (PHASE I) PROPERTY OWNERS.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREENMEADOW ESTATES, (PHASE I), a subdivision in McLennan County,
Texas as per plat recorded under 2003040514 of the Official Public Records of
McLennan County, Texas.**

The undersigned GREENMEADOW DEVELOPMENT, L.P., a TEXAS limited partnership (hereinafter referred to as "Developer") as owner and developer of real property known as GREENMEADOW ESTATES, (PHASE I) a subdivision in McLennan County, Texas as per plat recorded under 2003040514 of the Official Public Records of McLennan County, Texas, referred to herein as the "Subdivision", imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2020, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of ten (10) years, unless by a two-thirds majority vote of the then owners of the lots in the subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:

Article 1. Use Restrictions

- 1.01 Each single family dwelling constructed on any building lot shall have a minimum of 1750 square feet of living area, exclusive of open porches, garages and other unheated areas.
- 1.02 New structures only shall be erected on and permitted to remain in the addition. No structures may be moved into the addition.
- 1.03 All residences will face the front line of the lot, based on address, and shall not protrude forward of the front building lines. Side building lines shall be a minimum of ten (10) percent of the lot width at front of dwelling and a minimum of twenty (20) percent of lot depth at centerline of property. A minimum set back of 50' from edge of road right-of-way.
- 1.04 No more than one dwelling shall be erected on each lot. No lots can be subdivided.

All garages, sheds, or outbuildings must be constructed with a minimum of 70% masonry construction or 20 yr or better colored metal. No barns are allowed.

No wood shingle roofing. 25 year composition, 20 year colored metal, or tile only.

No dwelling shall be constructed or permitted to exist on any lot unless at least seventy (70%) percent of the exterior surface areas of each front and side elevations of the walls of the first story thereof, exclusive of windows, doors, and other glassed areas, consists of brick, stone, or other masonry materials. The exterior, exposed surface of all second story walls shall be constructed of said masonry materials to the extent of not less than fifty (50%) per front and side elevations of its said exposed surface, exclusive of windows, doors and other glassed areas.

No structures, plantings, or materials shall be placed or permitted to remain within the Dam and Drainage Easement/ No Building Zones as designated. Under no circumstances shall any alterations be made to Dam and Drainage Easement zone, except to make required repairs.

No owner of any lot shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) diversion of water, (c) change in elevation of water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management or which would otherwise impair or interfere with the use of such retention areas for drainage and related purposes for the benefit of all lot owners.

No animals shall be kept on the property if raised for commercial purposes. No Pigs or poultry. No kennels. All livestock is limited to 1 per acre usable acre.

Only Home Office type businesses are allowed. All businesses must be contained within the dwelling.

The above restrictive and protective covenants are to run with the land and shall be binding to all parties.

No additional structures, such as piers, boat docks, launches, etc. shall be built on any portion of the lake. "Lake" is defined as the property area that is within the shoreline when lake is at maximum capacity. Masonry retaining walls are permitted.

The lakes shoreline cannot be altered except for dredging or excavation along personal property line. Under no circumstances shall the lake size be reduced.

Any NEW fences along property frontage must be of masonry, virgin vinyl, pipe rail, wood or wrought iron. All gates must be virgin vinyl, wrought iron or pipe rail. Welded metal H type bracing must be installed at each end of property line and existing fence must be properly terminated to bracing prior to making any cuts in existing fences. A minimum of 5 strand barbed wire fence must be professionally installed around property prior to cutting frontage fence.

It shall be lawful for the Developer or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Phase II Reserve Area Restrictions

Phase II will contain an area designated as Greenmeadows Park for use by all lot owners. The following covenants and restrictions are for the benefit of all of the lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No boating, swimming, ice skating or other recreational activity shall be conducted in, on or above said Reserve Areas.

2.02 All Reserved Area rules regarding the use of the Reserved Area will be established to protect the safety and welfare of the residents of said Subdivision and their guests, or are established to assure the continued service of the area for the purposes for which it was designed.

2.03 The Developer, Greenmeadow Development, L.P. or any person or persons owning any lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Architectural Control Committee

An Architectural Control Committee is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

3.01 The Architectural Control Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

3.02 The three (3) originally appointed members of the Architectural Control Committee shall serve until such time as the Developer turns over control to lot owners via election process. Any subsequently elected member shall serve for terms of three (3) years, except that the initial elected members of the committee shall serve for staggered terms of one, two and three years. The persons receiving the highest number of votes shall serve for the longest terms. All members of said Architectural Control Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, a successor, who shall serve the remaining term of the departed Committee Member, shall be appointed by the remaining members of the Committee within three (3) months of the incapacity, death or resignation of a member. In the event such successor is not appointed within three (3) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said Subdivision.

3.03 Prior to the expiration of the Committee Member's term of office, an election shall be held and a new Committee Member shall be selected by the then owners of the lots within the Subdivision. Each lot owner shall be entitled to one (1) vote, but there shall be only one vote cast for each lot within the Subdivision.

3.04 The Architectural Control Committee shall have the right to establish grades and slopes for all Building Lots in the Subdivision and to fix the grade at which any residence shall be constructed so that it conforms to the general plan of development. All grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.05 The use restrictions require the submission of detailed plans and specifications to the Architectural Control Committee prior to the erection of, placement on, or alteration of any structure or improvement on any lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Architectural Control Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the lot on which it is proposed to be made, and such other matters as may be deemed by the Architectural Control Committee members to be in the interest and benefit of the owners of the lots in the Subdivision as a whole.

3.06 To assist it in making its determinations, the Architectural Control Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Architectural Control Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, materials lists, and color scheme designations.

3.07 The Architectural Control Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Architectural Control Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the request shall have been submitted to the Architectural Control Committee for approval. The failure of the Architectural Control Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any request.

3.08 If, in the opinion of the Architectural Control Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimensions or topography of a particular lot in the Subdivision, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

Article 4. Other Conditions

4.01 All transfers and conveyances of each and every lot of the Subdivision shall be made subject to these covenants and restrictions.

4.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

4.03 If any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.04 All costs of litigation and attorney's fees resulting from violation of these Covenant shall be the financial responsibility of the lot owner or owners found to be in violation.

4.05 So long as Developer maintains control of the Architectural Control Committee as set forth in Article 3 hereof, the Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the lot owners, and each lot owner, by the acceptance of a deed to a lot within the subdivision, consents to this reserved right.

4.06 Only the lots contained in said subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this instrument, and none of said provisions shall in any manner affect or be operative in respect to any other lands of the owner or its successors or assigns.

4.07 A Homeowner's Association may be structured in the future for the purposes of improvements or other reasons for the benefit of the development and lot owners. The developer and each lot owner shall be entitled to one (1) vote, but there shall be only one vote cast for each lot within the Subdivision. A two-thirds (2/3rds) majority vote shall take place for the agreement to commence a homeowners association.