

VOL 340 PAGE 850

221749

ROSIE B. BELLAMY  
COUNTY CLERK COMAL COUNTY

RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF DEER MEADOWS, INC.

PHASE FIVE-B

DEER MEADOWS, INC. TO THE PUBLIC

BY

Charles Korte

# 7.00 pd.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

That DEER MEADOWS, INC., owner of DEER MEADOWS, PHASE FIVE-B, a subdivision in Comal County, Texas, as shown on a plat recorded in Volume 7, pages 46, of the Map and Plat Records of Comal County, Texas, does hereby impress all the property included in such subdivision 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 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 homes and fences will be required to be set back 50 feet from roadways bordering the lot, and all mobile 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 home shall be placed within 10 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 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, 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 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 home less than 5 years old, each containing not less than 700 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 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. All buildings and mobile homes must be completely enclosed from the ground level to the lower portion of 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 materials 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.

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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 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 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 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 home or construction of a residence on the lot. All lots containing a residence or mobile 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 the 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 kept, bred or maintained for any commercial purpose and 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 the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) percent 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. 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 judgment 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 (all Phases), 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 (all Phases) 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 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 persons owning jointly), each lot owner shall be liable only for 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 30th, 1988, and every five years thereafter, this assessment can be increased by 2/3 vote 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 the 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.

In testimony whereof, DEER MEADOWS, INC., by and through its President, LEE R. ROPER, has executed this instrument this 21 day of FEBRUARY, 1983.

DEER MEADOWS, INC.

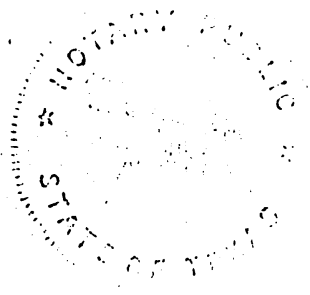
BY: Lee R. Roper  
LEE R. ROPER

STATE OF TEXAS  
COUNTY OF COMAL

BEFORE ME, the undersigned authority on this day personally appeared LEE R. ROPER, President of DEER MEADOWS, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this 21 day of FEBRUARY, 1983.

Dennis Prind  
Notary Public in and for  
Comal County, Texas





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FIRST AMENDMENT TO THE  
RESTRICTIONS, ASSESSMENTS,  
AND EASEMENTS OF DEER MEADOWS, PHASE FIVE-B

JOY S. LUTER  
COUNTY CLERK, COMAL COUNTY

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10.00 per

STATE OF TEXAS  
COUNTY OF COMAL

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS on or about February 21, 1983, DEER MEADOWS, INC., acting through its President, Lee R. Roper, recorded in Volume 340, Page 850 of the Deed Records of Comal County, certain restrictions, assessments, and easements (herein referred to as "Covenants"), on DEER MEADOWS, Phase Five-B, as shown on plat recorded in Volume 7, Page 46 of the Map and Plat Records of Comal County, Texas;

WHEREAS at least fifty-one percent (51%) of the record owners of this subdivision desire certain changes and amendments to the Covenants; and

WHEREAS pursuant to paragraph 11 of the Covenants, fifty-one percent (51%) of the record owners of the lots in the above-referenced subdivision can change or amend the Covenants;

NOW, THEREFORE, at least fifty-one percent (51%) of the record owners of the lots in the above-referenced subdivision, do hereby amend the Covenants as of the date hereof as follows:

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

Except as expressly and specifically set forth herein, the Covenants are ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned Board of Directors of Deer Meadows Property Owners Association have received the required signatures as attached hereto and do hereby execute this First Amendment To The Restrictions, Assessments, And Easements Of Deer Meadows, Phase Five-B, effective as of the 1st day of May, 1993.





*Benny B. Scroggin* 8886 0245  
BENNY B. SCROGGIN, PRESIDENT

*Edwin A. Wetzel*  
EDWIN A. WETZEL, VICE-PRESIDENT

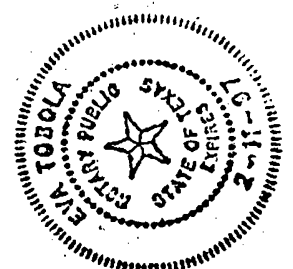
*Paul E. Brown*  
PAUL BROWN, SECRETARY/TREASURER

*Kenneth Greenwald*  
KENNETH GREENWALD, DIRECTOR

STATE OF TEXAS     §  
                              §  
COUNTY OF         §

This instrument was acknowledged before me on the 9<sup>th</sup> day of  
MAY, 1993 by EDWIN A. WETZEL,  
PAUL BROWN, KENNETH GREENWALD,  
and BENNY B. SCROGGIN.

*Eva Tabela*  
NOTARY PUBLIC, STATE OF TEXAS  
[SEAL]



AFTER RECORDING RETURN TO:  
Dear Meadows Property Owners Association  
300 Deer Meadows  
Canyon Lake, Texas 78133



*2/c*

SECOND AMENDMENT TO THE  
RESTRICTIONS, ASSESSMENTS  
AND EASEMENTS OF DEER MEADOWS, PHASE FIVE-B

STATE OF TEXAS     §  
                              §  
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:



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WHEREAS on or about July 24, 1982, DEER MEADOWS, INC., acting through its President, Lee R. Roper, recorded in Volume 340 Page 850 of the Deed Records of Comal County, certain restrictions, assessments and easements (herein referred to as "Covenants"), on DEER MEADOWS, Phase One as shown on plat recorded in Volume 7, Page 46 of the map and Plat Records of Comal County, Texas;

WHEREAS at least two third percent (2/3) of the record owners of this subdivision desire certain changes and amendments to the Covenants; and

WHEREAS pursuant to paragraph 17 of the Covenants, two-third percent (2/3) of the record owners of the lots in the above referenced subdivision can change or amend the Covenants;

NOW, THEREFORE, at least two-third percent(2/3) of the record owners of the lots in the above-referenced subdivision, do hereby amend the Covenants as of the date hereof as follows:

1. The word "MOBILE" appears twelve (12) times within the Restrictions basic, the word has been deleted.
2. Paragraph 2, Sentence beginning with the word "SAID" and ending with "1983", has been deleted.
3. Paragraph 3, "THIRTY DAYS" (30), has been changed to "FIFTEEN DAYS"(15).
4. Paragraph 3, "MOBILE home less than 5 years old", has been changed to read, "home less than three (3) years old".
5. Paragraph 3, Sentence beginning with the word, "SERVANTS and ending with "RESIDENCE", has been deleted.
6. Paragraph 11, Beginning with the word "AFTER" and ending with the word "SUBDIVISION", that part of the sentence is deleted.
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".
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".
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".
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."
11. 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.



Ray Williams  
RAY WILLIAMS, PRESIDENT

Albert Herridge  
ALBERT HERRIDGE, VICE PRESIDENT

James Lee  
JAMES LEE, DIRECTOR

Robert Kirker  
ROBERT KIRKER, DIRECTOR

Paul S. Brown  
PAUL BROWN, SECRETARY/TREASURER

STATE OF TEXAS §

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COUNTY OF COMAL §

This instrument was acknowledged before me on the 24 day of July, 2009 by  
Ray Williams, Albert Herridge, James Lee  
Paul Brown, and Robert Kirker

Shelley J. Hoff  
NOTARY PUBLIC, STATE OF TEXAS  
(SEAL)



AFTER RECORDING RETURN TO:

Deer Meadows Property Owners Association  
300 Deer Meadows  
Canyon Lake, Texas 78133

Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
07/27/2009 10:03:01 AM  
CASH TWO  
200906026095



Joy Streater

