

**~~FIRST~~ SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MEADOWLAKES SUBDIVISION, BURNET
COUNTY, TEXAS**

PREAMBLE

This ~~first~~ Second Amended Declaration of Covenants, Conditions and Restrictions for Meadowlakes Subdivision, Burnet County, Texas (which replaces in its entirety the First Amended Declaration of Covenants, Conditions and Restrictions), is made on the ~~9th day of October, 1999~~ day of, 20 at Meadowlakes, Texas, by the Meadowlakes Property Owners Association, Inc., a nonprofit Texas corporation ("the Meadowlakes POA") its mailing address being 177 Broadmoor, Meadowlakes, Texas 78654.

RECITALS

A. Meadowlakes Subdivision was created by Meadowlakes Company as the original Declarant in four (4) sections. Uniform Covenants and Restrictions were placed upon each section as they were platted. Section I's Declaration of Covenants, Conditions and Restrictions as last amended were recorded in Volume 204, Page 293, of the Deed Records of Burnet County, Texas. Subsequently, Section II's restrictions were recorded in Volume 221, Page 63, Section III's restrictions were recorded in Volume 232, Page 421, and Section 4's restrictions were recorded in Volume 248, Page 142, Volume 636, Page 627 (Re-Stated), Volume 666, Page 817 (Second Re-Stated), and Volume 668, Page 640 (Referendum Result), all of the Deed/Real Property Records of Burnet County, Texas. Each set of restrictions contained a common method of amendment.

B. During development of Meadowlakes Subdivision, the Meadowlakes Municipal Utility District (now the Public Works Department of the City of Meadowlakes "the PWD") was formed to provide water and wastewater services to the residents of the subdivision. Most of Meadowlakes Subdivision was subsequently incorporated as the City of Meadowlakes, Texas. These covenants, conditions and restrictions attempt to recognize the duties and responsibilities of such governmental entities and avoid duplication of services between such governments and the property owners as represented by the Meadowlakes Property Owners Association, Inc. By way of example, but not limitation, the property owners own the parks, roads, and other common areas, but the City regulates street traffic enforced by ordinance. These covenants and restrictions provide for control of use of the property by requiring aesthetic approval and maintenance of high property values. The City of Meadowlakes ~~and the Meadowlakes Municipal Utility District~~ assumes s the duty and responsibility of issuing permits and conducting inspections required by ordinance to see that improvements are constructed to ~~insure~~ ensure adequate drainage, use of proper building materials and practices, and to otherwise provide for the health, safety and welfare of our residents. Accordingly, a property owner should not look solely to these restrictive covenants for fair notice of what is expected regarding use of such property, but should also consult such government entities.

C. A committee was formed by the Meadowlakes POA to study the present restrictions encumbering each of the four sections of Meadowlakes Subdivision and per such committee's recommendation, all property owners of Meadowlakes Subdivision, Sections I through 4, were provided an opportunity to approve or reject the hereinafter stated covenants and restrictions. Such vote took place by written ballot. The votes were

tabulated ~~by section~~, and a majority of lot owners ~~in each section~~, each lot having one vote, adopted this ~~First~~ Second Amended Declaration of Covenants, Conditions and Restrictions.

D. Because a majority of ~~the votes for each section~~ lot owners chose to adopt the herein stated Covenants, Conditions and Restrictions, Meadowlakes Subdivision, Sections I through 4, have a uniform set of covenants, conditions and restrictions which uniformly apply to all sections of Meadowlakes Subdivision. This general plan provides a common scheme of development designed to protect and safeguard the property over a long period.

E. This general plan will benefit the property in general, the parcels and lots that constitute the property, the Meadowlakes POA, and each successive owner of an interest in the property.

THEREFORE, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the owners of real property within Meadowlakes Subdivision, by and through its Meadowlakes POA, desire to restrict all of the property according to these covenants, conditions, and restrictions in furtherance of this general development plan. Meadowlakes Subdivision is legally described in the Map or Plat Records for same in the Office of the Burnet County Clerk, Courthouse, Burnet, Texas. The Plat for Section I is recorded in Volume 2, Page 84, in Volume 3, Page 22, Section II in Volume 3, Page 84, Section III in Volume 3, Pages 110 and 110a, and Section 4 in Volume 3, Page 128, and Volume 4, Page 11, and Volume 4, Page 13, all of the Map or Plat Records of Burnet County, Texas, to which reference is here made for a legal description of the subdivision encumbered by these ~~First~~ Second Amended Covenants, Conditions and Restrictions.

NOW, THEREFORE, it is declared that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

ARTICLE I DEFINITIONS

DECLARANT

1.01. “Declarant” means the Meadowlakes Meadowlakes POA, its successors and assigns.

LOT

1.02. “Lot” means any of the plots of land shown on the plats, replats, amended replats, and subdivision maps, above referenced, recorded in the current Map or Plat Records of Burnet County, Texas (“the Maps”), on which there is or may be built a single-family dwelling, multi-family dwellings or a commercial building or buildings. The term “Lot” does not include the common ~~areas~~ area, parks, ~~country club~~ or Meadowlakes golf club (with related facilities), ~~including the golf course~~.

OWNER

1.03. “Owner” means the record owner or owners of ~~the~~ fee simple title to any lot or portion of a lot in the property on which there is or will be built a detached single-family dwelling, multi-family dwelling, or commercial building or buildings. “Owner”

includes contract sellers, but excludes persons having only a security interest.

COMMON AREA

1.04. “Common Area” means the entire property except the lots, Meadowlakes ~~Golf & Country Club~~ golf club grounds and related facilities, and ~~Meadowlakes Municipal Utility District~~ the City’s plants and facilities, subject to all easements and rights described in this declaration.

MEADOWLAKES POA

1.05. “The Meadowlakes POA” or “the Association” means the incorporated association known as the Meadowlakes Property Owners Association, Inc., consisting of all owners, which ~~have~~ has the duty of maintaining, operating, and managing the common area as provided in this declaration.

BOARD

1.06. “Board” means the Board of Directors of the Meadowlakes Property Owners Association, Inc.

CITY

1.07. “City” means the City of Meadowlakes, Texas, a General Law Municipality.

MEADOWLAKES GOLF & COUNTRY CLUB CLUB

1.08. “Meadowlakes golf ~~& Country Club~~ club” means the golf course, tennis courts, club house, swimming pool and other recreational and social amenities. Membership in the Meadowlakes golf ~~& Country Club~~ club is optional.

ARTICLE 2

ARCHITECTURAL CONTROL AND LANDSCAPE COMMITTEE

2.01. The Meadowlakes POA ~~shall~~ may designate and appoint an Architectural ~~and Landscape Control Committee (Architectural Control Committee)~~ of not less than five (5) or more than seven (7) persons, all being residents of Meadowlakes, Texas, which shall serve at the pleasure of the Meadowlakes POA. Because ~~all but Lot 1221 of~~ Meadowlakes Subdivision is incorporated as a Class A Municipality under the laws of the State of Texas, and because the City has a ~~seven-member~~ Building Committee, the Meadowlakes POA may act as a joint committee with the city building committee if so enabled by agreement with the POA board and city council. Members of the ACC may also serve as members of the building committee. In the absence of an appointed ACC committee, the POA board will act as the ACC committee. ~~will work with the City to the fullest extent possible. Members of the Architectural Control Committee may serve as members of the City Building Committee.~~

Approval of Plans And Specifications

2.02. The Architectural Control ~~and Landscape~~ Committee must review and approve or reject in writing all of the following projects ~~on the property~~:

(a) Construction of any building, play set (free standing swing set, slide, playscape and/or trampoline), fence, perimeter hedges or other structure;

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure; and

(c) Any grading of any lot or lots.

Written variances as described in ~~Paragraph~~ Article 7.02 may be granted by a majority of the members of the Architectural Control Committee. ~~Written approval of plans, other than construction of a building or exterior alteration to an existing building, may be assigned to a member or members of the Architectural Control Committee. If such member or members refuse to approve such plans, the property owner, his, her or its representatives, may appeal such refusal to the entire Architectural Control Committee, a majority of which shall decide the issue.~~

Application for Approval

~~2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application and three sets of plans and specifications to the Architectural Control Committee. Such plans shall consist of the following: (1) site plan showing the relationship of roof extremities to all property lines; (2) elevations with finished overhang; and (3) such other information as may be deemed necessary by the committee.~~

Road Impact Fee

A road impact fee may be assessed to accompany the application for construction of single or multi-family homes and office buildings in an amount determined by the ~~Meadowlakes POA Board~~ from time to time to be sufficient to cover the wear and tear on ~~Meadowlakes streets~~ the streets of Meadowlakes caused by construction vehicles and the hauling of building materials.

Standard for Review

2.04. The Architectural Control Committee ~~shall~~ may review applications for proposed work in order to: (1) ~~insure~~ ensure conformity of the proposal with these Covenants, Conditions and Restrictions and (2) ~~insure~~ ensure harmony of external design in relation to surrounding structures and topography. The Architectural Control Committee shall consider all applicable ordinances of the City of ~~Meadowlakes and Meadowlakes Municipal Utility District~~ and may reject plans and applications for proposed work if same appear to be in violation of said ~~Ordinances~~ ordinances.

In addition to the ordinances of all governmental entities of the State and the Statutes of the State of Texas or the United States, the following minimum requirements shall be observed by the Architectural Control Committee in approving or rejecting applications for proposed work, to-wit:

(a) Only one structure may be built on any lot, ~~or~~ replatted lot, or amended replatted lot. A detached garage or separate living quarters shall be considered part of the main structure of the home if it is attached to the main structure by continuity of roof components of the same basic architectural design and materials as the main structure.

(b) Lots 1 through 9 within Meadowlakes Subdivision shall contain a residence with a minimum heated area of 1,850 square feet. ~~all~~ All other single-family residential lots shall have built thereon residences with heated ~~area~~ areas of not less than 1,600

square feet. Multi-family residential lots shall contain residences of not less than 1,400 square feet of heated area per residence.

(c) All commercial lots, being Lots 1231, 1232 and 1233, may have built thereon either single or multi-family private residences or office buildings. The same information needed for construction of residences shall also be required for office buildings.

(d) All residential dwellings and commercial buildings shall contain a minimum of seventy-five percent (75%) exterior wall masonry construction. Exterior doors and windows shall be considered to be included in the masonry requirement if they are located within a masonry wall and surrounded by masonry. Masonry construction shall mean stone or brick. Stucco or stucco appearance materials shall not be considered masonry construction. A variance for stucco or stucco appearance materials may be granted by the Architectural Control Committee on a case-by-case basis provided, however, that the type of material and its application are first approved by such committee.

(e) Compliance with all setbacks and utility easements shall be measured from the roof line of the structure.

(f) Exposed concrete foundations shall not exceed twelve inches (12") above finished grade.

(g) Each single family unit within a multi-family structure shall be subject to assessment as a single family residence.

(h) No residential structure shall exceed two (2) stories in height above the highest elevation on the lot.

(i) Each dwelling, whether same be private single-family or multi-family, shall provide an enclosed garage.

An application can be rejected for providing insufficient information. A permit can be canceled for providing false information. Any changes from approved plans must be re-submitted to the Architectural Control Committee for approval prior to making a change in construction. The Architectural Control Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails to either approve or ~~reject~~ disapprove an application for proposed work within sixty (60) days after submission, then the ~~Applicant~~ applicant shall tender a reminder notice to the Architectural Control Committee by certified or registered mail. If the Architectural Control Committee fails to either approve or ~~reject~~ disapprove an application within thirty (30) days from date of receipt of the reminder notice, then committee approval shall not be required and the ~~Applicant~~ applicant shall be deemed to have fully complied with this Article.

2.06. As per the existence of the Architectural Control Committee, any future Board can adjust this committee's existence, purpose or function.

ARTICLE 3 EXTERIOR MAINTENANCE

3.01. If an Owner of any lot fails to maintain the premises in a neat and orderly manner, the Meadowlakes POA shall have the right to notify the Owner that the undesirable condition must be remedied within ten (10) days, or the Meadowlakes POA, (through its agents ~~and~~ or employees), will enter ~~in~~ the lot in order to repair, maintain, and or restore the lot, including landscaping, and the exterior repair of any buildings or other improvements located on the lot, all at the expense of the Owner.

ARTICLE 4 USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Business and Residential Use Lots

4.01. Lots 1231, 1232 and 1233, Section 4, Meadowlakes Subdivision, may be used ~~only~~ either for single or multi-family, private residential purposes, or for the following purposes:

(a) Lots 1231, 1232 and 1233 may also be used for office building purposes. The plans for any such office building shall be approved by the Architectural Control Committee pursuant to Paragraph 2.02 herein;

(b) Such Lots 1231, 1232 and 1233, if used for single or multi-family private residential purposes only, shall continue to be subject to these restrictions;

(c) If Lots 1231, 1232 and 1233 are not used for single or multi-family private residential purposes only, the following ~~sections~~ articles of the herein stated restrictions **SHALL NOT** apply except as otherwise stated to such lots, to-wit:

(i) Number ~~4.03~~ 4.02, except as stated herein;

(ii) Article 6 (6.01 through ~~6.05~~ 6.06), "Property Owners Association ~~Board of Directors~~";

(This means that such property owners will no longer be members of the ~~Property Owners Association~~, or be required to have their lots subjected to a maintenance assessment. The Meadowlakes ~~Property Owners Association, Inc.~~ POA shall not be obligated to provide maintenance for the lots, including but not limited to maintenance of ~~common areas~~ the common area, vacant lots or roadways and easements situated therein.)

(iii) Such lots shall be subject to architectural control, shall be hooked up to sanitary sewage disposal and the prohibition against temporary outbuildings and structures shall continue to apply. Such lots shall further be subject to the maintenance terms of such paragraph 3.01 above.

(iv) Number ~~4.11~~ **4.10**, "Signs" is replaced with the following restrictions: Except for signs placed on the window or door of a business, no sign advertising a place of business shall be placed on any lot, building, pole or structure until the plans for same evidencing the sign's size, shape, location and whether it is lighted shall have first been approved in writing by the Architectural Control Committee, ~~under the procedure stated above~~. In the event of a dispute between the property owner and the Meadowlakes POA, the City of Meadowlakes sign ordinance or, if there is no such sign ordinance, the City of Marble Falls sign ordinance as it relates to signs for commercial buildings, as then in existence, shall control.

~~Exclusion of Lot 1221 from these Subdivision Restrictions~~

~~4.02. Lot 1221, Section 4, of Meadowlakes Subdivision, has been annexed by the City of Marble Falls, Texas and is excluded from these covenants and restrictions.~~

Single and/or Multi-Family Use Lots

~~4.03.~~ **4.02.** The following lots may be used for single and/or ~~family~~ **multi-family** private residential purposes ~~or multi-family private residential purposes~~, to-wit:

(a) ~~As to~~ Section I, Meadowlakes Subdivision, Lots 135, 136, 137 and 139 through ~~142~~ **148**, inclusive ~~shall~~ **may** be used for **single-family, multi-family**, duplex or **fourplex** ~~two-family~~ private residential purposes. ~~Lots 143 through 148, inclusive, and the improvements thereon may be used for 4-plex family private residential purposes. Lots 150 and 151 and the improvements thereon shall be used for multi-family purposes as private residential residences containing town homes or condominiums.~~

(b) Section II, Meadowlakes Subdivision, Lot 198 and the improvements thereon, shall be used for multi-family private residential purposes, containing town homes or condominiums.

(c) Section 4, Meadowlakes Subdivision, Lots ~~1184~~, 1185 ~~and 1186~~ may be ~~resubdivided~~ for either private single-family residential purposes or private multi-family residential purposes consisting of duplexes, triplexes, town homes or condominiums.

Single-Family Residential Use Only

~~4.04.~~ **4.03.** The balance of all other lots not enumerated above, in Sections I through 4, Meadowlakes Subdivision, shall be used or replatted with the written approval of **the** Meadowlakes POA for private single-family residential purposes only.

Single-Family Use

~~4.05.~~ **4.04.** As used herein, the term "single-family ~~Use~~ **use**" consists of use as a dwelling by (i) one person living alone; (ii) by two or more ~~natural~~ persons who are related by marriage or kinship or (iii) by not more than four ~~natural~~ persons who are not related by marriage or kinship. Multi-family purposes, whether same be duplexes, triplexes, quadruplexes, town homes or condominiums, shall mean that each living unit shall be occupied by a single family as defined herein.

Rental of Residences

~~4.06~~ 4.05. (a) All residential dwelling units shall never be used as a commercial "time share" residence as defined by Texas Law.

(b) Owners who rent, lease or grant leases with options to purchase shall:

- (i) lease/rent the property only for single family use:
- (ii) assume all financial or other responsibility for compliance with deed restrictions; and
- (iii) furnish lessee/renter with a copy of the Association's By-Laws and Restrictive Covenants.

Setbacks

~~4.07~~ 4.06. No structure shall be located on any lot nearer than twenty-five feet (25') to any exterior lot line (i.e., on a street, or ~~on a~~ golf course), nor nearer than five feet (5') to any interior lot line; however, lots less than sixty feet (60') wide, with more than one twenty-five ~~foot~~ (25') setback, may be granted a variance allowing a side or rear setback to be only ten feet (10') from a golf course exterior lot line. For purposes of this covenant, ~~steps, open~~ covered porches, eaves and roof overhangs shall be considered part of the building. This covenant shall not be construed to permit any portion of the building on any lot to encroach upon another lot.

Subdivision or Consolidation of Lots and Resulting Annual Maintenance and Special Assessments.

~~4.08~~ 4.07 (a). Except as specifically authorized herein, no lot shall be subdivided or split except as follows: Undeveloped Lots ~~1184, 1185 and 1186~~, Section 4, may be subdivided into single-family private home building sites. Said Lots ~~1184, 1185, and 1186~~ may also be divided into private multi-family home building sites, the plat of which shall be approved or rejected by the Meadowlakes Architectural Control Committee on a case-by-case basis. Should Lots ~~1184, 1185 or 1186~~ be subdivided into multiple building sites, each lot as so subdivided shall pay an annual maintenance assessment.

4.07 (b). No other private single-family lot may be subdivided to create a smaller building site. If one structure is constructed on a home site consisting of more than one lot, the combined area, if replatted ~~upon or subsequent~~ is subject to POA fees on all lots until the issuance of the a building permit, and then shall be considered as one lot as long as part or parts of the structure are on both lots. Should Lots ~~1184, 1185, or 1186~~, Section 4, be subdivided into multiple building sites, each lot as so subdivided shall pay an annual maintenance assessment.

Easements

~~4.09~~ 4.08. The Meadowlakes POA reserves a right-of-way and easement ten feet (10') wide from the property line adjacent to the street along the front lot line of each lot and five feet (5') on each side lot line from the property line to the rear property line for any and all utilities, drainage, and television or communication cables. These perpetual

easements as platted are reserved across the lots in the subdivision for the purpose of installing, repairing and maintaining or conveying to proper parties so that they may install, repair and maintain electrical power, water, sewage, gas, telephone and similar utility facilities and services for all the properties in the subdivision. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or other property of the Owner situated in the easement.

Prohibited Residential Uses

~~4.10~~ 4.09. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, manufactured homes, motor homes, basements, tents, shacks, garages, or other outbuildings and accessory structures, shall be used on any lot at any time as a residence, either temporarily or permanently.

Signs

~~4.11~~ 4.10. Recognizing that municipal entities, such as the City of Meadowlakes, are prohibited by the Constitution from preventing certain types of signs, it is the contractual right of private property owners to restrict the use of signs within the subdivision. Accordingly, no signs of any type shall be allowed on any lot advertising such property for sale, lease or rent. Signs for private, non-commercial purposes whether expressing a political view, announcing such property as being the home of a "Fighting Mustang" or the like are permitted provided that same consists of not more than one sign of not more than five square feet. Political signs shall be removed from the premises within ten (10) days following the election.

During the course of construction a building site identification sign not larger than five square feet may be displayed, containing only the builder and or architect's name, telephone number and the site address. ~~not larger than five square feet may be displayed.~~

Religious or holiday displays, decorative lights and the like, are not considered signs and are permitted provided that same shall not be displayed except during the period of observance. In the case of the Christmas Season, the period of observance means beginning November 25th through January 10th of the following year.

Oil Development and Mining Prohibited

~~4.12~~ 4.11. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any lot. ~~Lots may be leveled, but no topsoil may be removed from any lot.~~ No oil well, tank, tunnel, mineral excavation, or shafts shall be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any lot.

Rubbish, Trash, and Garbage

~~4.13~~ 4.12. No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, building materials or other debris.

Prohibited Uses of Unimproved Lots

~~4.14.~~ 4.13. No unimproved lot shall at any time be used for storage of materials, building materials, vehicles, boats, trailers, motor homes or equipment. All building materials shall be kept within the lot lines of the lot being improved.

Water Supply and Water Disposal

~~4.15.~~ 4.14. No individual potable or irrigation water supply system or sewage disposal system except as permitted by ~~Meadowlakes Municipal Utility District~~ the City ~~nor sewage disposal system~~ shall be permitted on any lot. Only water and sewer services provided by ~~Meadowlakes Municipal Utility District~~ the City ~~or its successor may provide water and sewer service~~ shall be permitted, except as stated above.

Screening of Utility Outcroppings

~~4.16.~~ 4.15. A property owner may screen utility boxes and other utility outcroppings from street view, provided that such screening is by planting of flowers or shrubs, and provided further, that same are harmless and otherwise non-injurious to persons desiring to read their electric utility meter or to utility workmen. Such screening shall never be of such height or dimension as to cause a traffic hazard and must be designed with an opening for reading the meters. Permission for fencing of such utility outcroppings is governed by ~~Section~~ Article 2.02 herein.

Drainage Control Areas

~~4.17.~~ 4.16. Drainage control areas are reserved as shown on the maps referred to in Article 1.02. Affected lots, as shown on the maps (including drainage devices), shall never be impeded by construction of structures by planting, or other material being placed or permitted to remain, and no other activities shall be permitted to be undertaken that might damage or interfere with established slope ratios, create erosion or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The drainage control areas of affected lots, and all improvements located in those areas, shall be maintained continuously by the Owner of the affected lots, except those improvements for which a public authority or utility company is responsible.

Natural drainage patterns shall not be substantially changed or altered. Neither the The Meadowlakes, POA or nor its Architectural Control Committee shall not be charged with the responsibility ~~to determine~~ for determining proper drainage or to provide diversion of surface runoff. However, each Owner is charged under Texas Law and ordinance of governmental entities not to direct surface water in such a way as to damage their neighbors. Drainage structures under private driveways shall have sufficient net opening size to permit the free flow of water without creating backwater. To provide positive drainage away from foundation walls, fill at the foundation wall shall be tapered down to natural ground ~~level~~ levels in the first four feet (4') away from the foundation.

Sight Distance at Intersections

~~4.18.~~ 4.17. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot in a triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitation shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances at intersections

unless the foliage line is also maintained to meet the sight-line requirements set forth above.

Use and Maintenance of Parks and Other Common Areas

~~4.19.~~ 4.18. For the use and enjoyment of property owners both a waterfront park and a children's park are ~~is~~ provided which shall be maintained by the Meadowlakes POA. ~~Other parks and~~ The common ~~areas~~ area depicted on the maps of Meadowlakes Subdivision may be maintained by the Meadowlakes POA at ~~their~~ its discretion. The Meadowlakes POA presently leases to resident-~~lot~~ home owners a limited number of sites inside the subdivision for ~~RV~~ storage.

The Meadowlakes POA shall establish rules and regulations governing use of the property owners' parks, ~~and RV-storage area~~ and the common area. Such rules, regulations and curfews may be posted on signs within such property.

Animals

~~4.20.~~ 4.19. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except a reasonable number of dogs, cats or other household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purpose. ~~Cats must wear a collar with a bell attached.~~ All such animals shall be vaccinated against rabies, and all pet owners shall comply with the ordinances of the City ~~of Meadowlakes~~ regarding control and registration of their pets.

Fences, Walls, And Hedges

~~4.21.~~ 4.20. No fence, wall, or shrubbery hedge shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except screening of utility outcroppings as permitted in ~~Section Article 4.16~~ Article 4.15 herein. No fence or hedge shall exceed six feet (6') and fences on or shrubbery hedges along lot lines bordering the golf course may not be more than four feet (4') in height and must extend along the side lot line at the four foot (4') height to the rear setback line. As heretofore stated in ~~Paragraph~~ Article 2.02 (a) & (b), the location, height and construction materials must first be approved by the Architectural Control Committee. The location, height and construction materials must first be approved by the Meadowlakes City Building Committee as stated in City Ordinance 6-35.b3.

Prohibited Use of Weapons

~~4.22.~~ 4.21. The use or discharge of firearms, pellet guns, air rifles, paint ball guns or bows and arrows is prohibited within the City limits.

Street and Off Street Parking

~~4.23.~~ 4.22. All residents' vehicles must be parked in their garage or driveway and not upon the street, unless the resident is an invited guest of another resident. Any person owning or occupying residential premises may obtain a temporary overnight parking permit for visitors and persons temporarily staying in such premises upon written application made and filed with the office of the city manager prior to the time such automobiles or other vehicles are parked on the street. No such permit shall exceed seven days, and no more than three such permits may be issued for any premises during any calendar year without prior approval. Such permit shall be in writing and displayed on

the automobile at all times when parked on the streets of the city. No commercial truck (other than pickups), trailer, recreational vehicle, boat or boat trailer, may be stored or parked on any lot for more than seventy-two (72) hours in any seven-day period or for more than seven days in any 30-day period unless it is placed in a garage by the Owner. Trash receptacles used during construction are not considered a trailer for the purpose of this ~~section~~ article provided that same shall be stored upon the lot under construction and removed immediately upon completion of the residence or other structure. To ~~insure~~ ensure safe passage for emergency vehicles, no commercial truck, trailer, recreational vehicle, boat or boat trailer, may be parked on the street between 10:00 o'clock p.m. and 7:00 o'clock a.m. The use of unimproved lots for parking vehicles is prohibited at all times.

Access to Use of Meadowlakes Streets and Traffic Regulations

~~4.24.~~ 4.23. All streets within the gated portion of Meadowlakes Subdivision are owned by the property owners and have been dedicated for such private versus public use. Accordingly, access to residential lots is controlled by a staffed security gate. Resident property owners and other permanent residents are issued ~~an annual pass~~ resident passes allowing them unimpeded use of the streets ~~and roadways~~ within Meadowlakes Subdivision. Nonresident property owners, guests and invitees of property owners, as well as ~~and~~ guests and invitees of the Meadowlakes ~~Golf and Country Club~~ golf club shall gain entry by temporary permit ~~only~~. Rules and regulations governing the issuance of temporary passes to nonresidents and said guests and invitees, may be established from time to time by the Meadowlakes POA, ~~same~~ and may be published and made available to any resident, nonresident or such guests and invitees at the gate of the subdivision. Access rules for the streets and parks contained within the City were approved by the Board and are available at the office of the Meadowlakes POA. The Meadowlakes POA shall maintain the right to deny entry into Meadowlakes Subdivision of any guest or invitee if it cannot be established that such person or persons ~~are~~ is in fact invited into the subdivision by a person having authority to grant such permission. The Meadowlakes POA reserves the right to seek the prosecution of violators of this ~~section~~ article in accordance with city ordinances.

Traffic Safety

~~4.25.~~ 4.24. The Meadowlakes POA may delegate and assign traffic safety enforcement and ~~the~~ control of the ~~street's~~ streets' use in a safe manner through traffic control devices, to the City of Meadowlakes, Texas, Burnet County Sheriff's Department or other governmental entity. The speed limit within Meadowlakes Subdivision shall never exceed thirty (30) miles per hour, and enforcement of such speed limit or violation of the rules of the road established by traffic control devices may be punished as a violation of the other covenants and restrictions set out herein or established city ordinances.

Prohibited Activities

~~4.26.~~ 4.25. Except those lots described in Article 4.01(a), no professional, business, or commercial activity to which the general public is invited shall be conducted on any lot. This prohibition includes but is not limited to "garage" and "estate" sales.

Poles, Masts and Antennae

~~4.27.~~ 4.26. In keeping with Federal Law (Telecommunications Act of 1996, as amended from time to time) receiving equipment for broadcast to direct broadcast

satellites (DBS), multi-channel multi-point distribution providers (wireless cable) and television broadcast stations (TVBS) are permitted. Same shall not be visible from the street adjoining the residence or office building unless such location:

- (a) causes unreasonable delay or prevents installation, maintenance or use;
 - (b) causes unreasonable increase in the cost of installation, maintenance or use;
- or
- (c) precludes reception of an acceptable quality signal.

The DBS and wireless cable dishes shall be thirty-nine inches (39”) or less in diameter, and if such dishes or TVBS antennae are attached to a pole, such pole or mast may not extend more than twelve feet (12’) above the roof line. Dishes or TVBS antennae visible from the street adjoining the residence or office building shall be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted. Dishes and TVBS antennae must follow guidelines of design standards in accordance with city ordinance 6-50.

Prohibition of Storage Tanks

~~4.28~~ 4.27. Other than butane or propane tanks used typically for gas grills of thirty (30) pounds or less, or gasoline cans for lawnmower or golf cart use of six (6) gallons or less, no butane, propane, or gasoline/kerosene containers or tanks shall be kept or stored on any lot within the subdivision. Installation of buried butane or propane tanks must first be approved by the Architectural Control Committee and the ~~Meadowlakes POA Board of Directors~~. Installation of this equipment must be done by a supplier or ~~technicians~~ technician licensed by the State of Texas.

Landscaping

~~4.29~~ 4.28. Each Owner shall provide erosion protection in the form of sod, grass seeding, ground cover plantings, or stone cover within sixty (60) days after occupying a new residence.

ARTICLE 5 EASEMENTS

5.01. All easements for installation and maintenance of utilities and drainage facilities are reserved as shown herein (~~Paragraph Article 4.09~~ 4.08) or on the maps of the subdivision. Except as expressly authorized in ~~Paragraph Article 4.16~~ 4.15, no shrubbery, fence, or other obstruction shall be placed in any easement.

ARTICLE 6 PROPERTY OWNERS ASSOCIATION

Creation

6.01. Except for commercial lots, the owners shall constitute the Association. Each Owner of a residential lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership to such lot. Ownership of such lot is the sole criteria for membership in the Association.

Transfer of Membership

6.02. Association membership shall be transferred to the Grantee of a conveyance of a lot in fee ~~simple~~. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.03. The Association is incorporated under the Texas Non-Profit Corporation Act. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and By-laws, subject to this Declaration.

Membership Voting, Elections, and Meetings

6.04. Each residential lot shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the ~~owner~~ ~~members~~ shall elect a Board consisting of not less than five (5) ~~not~~ ~~or~~ more than seven (7) members. For a person to serve on the Board ~~of Directors~~, such member must not be delinquent in paying their annual assessments. At such annual meeting, the members shall further vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board wishes to bring before the entire membership.

Duties and Powers of Board

6.05. Through the Board, the Association shall have the following powers and duties:

(a) To adopt rules and regulations to implement this Declaration and the Association's By-laws;

(b) To enforce this Declaration, the By-laws, ~~and~~ its Rules and Regulations;

(c) To elect officers of the Board and select members of the Architectural Control Committee, and other Association committees;

(d) To delegate its powers to committees, officers, or employees;

(e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;

(f) To establish and collect annual assessments to defray expenses attributable to the Association's duties to be levied against each lot. Such assessment shall be payable annually in advance on the 30th day of September of each year and shall be secured by a lien on each lot;

(g) To establish and collect special assessments for capital improvements or other purposes;

(h) To file liens against lot owners because of non-payment of assessments duly levied and to foreclose on those liens;

(i) To receive complaints regarding violations of this Declaration, the By-laws, or the Rules and Regulations;

(j) To hold hearings to determine whether to discipline owners who violate this Declaration, the By-laws, or the Rules and Regulations;

(k) To give reasonable notice to all owners of all annual meetings of the membership and all discipline hearings;

(l) To hold regular meetings of the Board ~~at least monthly~~;

(m) To manage and maintain ~~all of~~ the common area as stated;

(n) To pay taxes and assessments that are or could become a lien on the common area; and

(o) To pay the cost of any liability insurance and casualty insurance on the common area and any liability insurance for members of the Board.

All Meadowlakes POA committee decisions are subject to review by appeal to the ~~Meadowlakes POA Board of Directors~~.

Collection and Enforcement

6.06. The Meadowlakes POA shall take such action as it deems necessary to collect assessments and may settle and compromise the same if it is in the best interest of the Meadowlakes POA.

ARTICLE 7 GENERAL PROVISIONS

Enforcement

7.01. The Meadowlakes POA or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this instrument. Failure to enforce any covenant or ~~restrictions~~ restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

Variances

7.02. The Architectural Control Committee may grant variances of these covenants and restrictions as they affect building locations, setbacks, type of materials used in construction, the temporary placement of building materials during times of construction, size and location of television antenna and dishes, and other matters directly under the jurisdiction and control of the Architectural Control Committee. The Meadowlakes POA may grant variances for other matters affecting the subdivision, except ~~they~~ it shall not have the authority to change the percentage of property owner approval required under Article 7.05, nor the residential use only restrictions affecting lots within Meadowlakes Subdivision so that same may be used for commercial or business uses. All variances must be in writing and signed by the party to be bound.

Severability

7.03. Invalidation of any of these covenants or restrictions by judgment or court

order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

7.04. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the property. Consequently, they will run with the real property and shall be binding on all parties having any right, title or interest in the property in whole or in part, and on their heirs, successors and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the property, each lot, and each lot Owner.

Duration and Amendment

7.05. The covenants, conditions and restrictions of this Declaration shall be effective through the year ~~2010~~ 2020, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument approved by more than seventy-five percent (75%) of the owners, each lot having one vote. The covenants, conditions and restrictions of this Declaration may be amended at any time, by an affirmative vote by more than fifty percent (50%) of the owners, each lot having one vote. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Burnet County, Texas, and all requisite governmental approvals, if any, have been obtained. If a lot or lots have multiple owners, they shall designate one of such owners to vote such lot for or against termination or amendment.

Liberal Interpretation

7.06 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the property.

This Amended Declaration is executed this 9th _____ day of ~~October, 1999~~
_____, at Meadowlakes, Texas.

Meadowlakes Property Owners Association

By: _____
Its President, ~~PAUL MELANCON~~

ATTEST:

Its Secretary, ~~KATHY BELLARD~~

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me this ~~9th~~ day of ~~October, 1999~~,
day of _____, 20____ by ~~PAUL MELANCON~~,

President of ~~the~~ Meadowlakes Property Owners Association, Inc.,
a Texas non-profit corporation, on ~~in~~ behalf of ~~such~~ said corporation.

Notary Public, State of Texas

My Commission Expires: _____