VOL 851 PAGE 0850

LAS BRISAS
PHASE II
RESTRICTIVE COVENANTS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE §

That Lake McQueeney, Ltd., a Texas limited partnership is the owner of that certain real property located along Lake McQueeney in Guadalupe County, being approximately 5.288 acres, more or less, out of the A. M. Esnaurizar Survey, Abstract 20, Guadalupe County, Texas (the "Property"), and desires to create and carry out a uniform plan for the improvement, development and sale of the lots out of the Property all of which Property is situated in the subdivision known as the LAS BRISAS PHASE II SUBDIVISION (the "Subdivision") as depicted on the plat recorded in Volume 5, Pages 80A, of the Deed and Plat Records of Guadalupe County, Texas, ~~attached hereto as Exhibit "A"~~, for the benefit of the present and future owners, and does hereby adopt and establish the following restrictions and covenants to apply in the use, occupancy, and conveyance of all such lots in the Subdivision, and each contract of deed which may be executed with regard to any of such Property shall be held to have been executed, delivered, and accepted subject to the following restrictions and covenants:

I. LAND USE: Said lots in the subdivision shall be known and described as single-family residential lots. Unless otherwise approved by the Architectural Control Committee, such lots are to be used for single-family residential purposes only. No structure shall be erected, placed, altered or permitted to remain on any lot other than one (i) detached single-family dwelling not to exceed two and one-half storied in height, and (ii) enclosed private 2-car garage or port-cochere which may contain, servants' quarters, storage rooms and utility rooms. No garage, port-cochere, servants' quarters, storage rooms, or utility rooms shall be erected on any lot until, after or coincidental with the building of the single-family dwelling unit thereon and for use in connection therewith. No dwelling previously constructed elsewhere may be moved on any building lot controlled by these covenants.

II. BUILDING REQUIREMENTS - INITIAL CONSTRUCTION: Prior to the beginning of such construction, the purchaser shall present to the Architectural Committee (as hereinafter defined) the site plan and all other construction plans and specifications (including construction materials to be used) for said Architectural Committee's inspection and approval or disapproval. Construction of the residence shall be done solely in accordance with the site plan and other plans and specifications as approved by the Architectural Committee. In the event the purchaser does not begin construction of the dwelling the purchaser shall become responsible for and shall pay to Lake McQueeney, Ltd., upon demand, a sum equal to (i) any and all special assessments, non-user fees or other similar fees charged by a utility company to Lake McQueeney, Ltd., its successors or assigns, the Property or purchaser, for purchaser's failure to utilize such utilities multiplied by, (ii) a factor of 1.1. Any transfer of a lot from the purchaser to a transferee shall be subject to this continuing restriction to construct within the Construction Period until such time as the improvements are constructed in accordance with the terms hereof or all such fees are paid.

III. BUILDING REQUIREMENTS - RENOVATIONS: Prior to the beginning of any construction for a renovation, remodeling, or other such construction on lot, the purchaser shall present the Architectural Committee the site plan and all other construction

plans and specifications (including construction materials to be used) for said Committee's inspection and approval or disapproval. The Construction of the remodeling, renovation or other similar construction shall be done solely in accordance with the site plans and other plans and specifications as approved by the Architectural Committee. Construction must be completed six (6) months following the laying of the foundation.

IV. ARCHITECTURAL CONTROL: No building, fence, wall, or other structure shall be erected, placed, commenced or maintained upon any building or lot in the Subdivision controlled by these covenants, nor shall any exterior addition to or change or alteration therein be made to any lot until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing by an Architectural Committee composed of Mickey Ferrell, C. Kevin Ferrell, and Peter B. Greenblum, or by a representative designated by a majority of the members of said Architectural Committee as to the quality of workmanship and materials, conformity and harmony of the external design with existing structures in the Subdivision, and as to the location of the building, fence, wall or other structure in relation to surrounding structures and topography. In the event of the death or resignation of any member of said Architectural Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications and lot plans. The remaining member or members shall also have the authority to designate a successor Architectural Committee member or members with like authority. In the event said Architectural Committee or its designated representative fails to approve or disapprove such plans, specifications and lot plan within sixty (60) days after such completed plans, specifications and lot plan have been submitted to it, such approval will not be required and the covenant will be deemed to have been fully complied with. Such Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of more than one interpretation. All decisions of such Architectural Committee shall be final and binding, and there shall be no revision of any action of such Architectural Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious. Members of said Architectural Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damages or injury to property or for damages or loss arising out of their acts hereunder; it being understood and agreed that any remedies shall be restricted to injunctive relief and no other. The powers and duties of such Architectural Committee and designated representative and the requirements of this covenant shall cease on and after May 1, 2010, provided, however, that at that time the then record owners of a majority of the lots in the Subdivision controlled by these covenants shall have the power through a duly recorded written instrument to extend the powers and duties of such Architectural Committee, and in connection with such extension shall have the power to remove any Architectural Committee member or members and replace them with other members, or to withdraw from the Architectural Committee any of its powers and duties, or to restore to the Architectural Committee any of its powers and duties. Such Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant.

V. SIZE OF DWELLINGS: The floor area of the main structure of any dwelling constructed on lots within Phase II of the Subdivision, as set out on Exhibit "A" attached hereto; (computed in aggregate for each floor of the structure if it is more than one story in height) shall be no less than 1600 square

feet. This minimum square foot area shall be exclusive of open porches, balconies, terraces, garages, port-cocheres, or accessory buildings.

VI. BUILDING LINES: No building shall be located on any lot nearer than 25 feet from the front property line of such lot (the "Front Yard Set Back"). No Building shall be located on any lot nearer than 40 feet from the rear property line of such lot (the "Rear Yard Set Back"). No one building shall be located on any lot, which contains 20,000 square feet or more nearer than 15 feet from the side property lines of such lot ("Side Yard Set Back"). No one Building shall be located on any lot, which consists of less than 20,000 square feet but not less than 17,000 square feet, nearer than 10 feet from the side property lines of such lot ("Side Yard Set Back"). No one Building shall be located on any lot, which consists of less than 17,000 square feet, nearer than 5 feet from the side property lines of such lot ("Side Yard Set Back").

The Architectural Committee is hereby given authority to waive the setback requirements provided in the above paragraph as follows:

With written approval of the Architectural Committee, any building may be located nearer the front property line, rear property line, or side property line, as provided in the above paragraph where, in the opinion of the Architectural Committee, the proposed location of the building will add to the appearance and value of the lot and will not detract from the appearance and value of other lots.

VII. MASONRY: The area of the outer walls of the main residence constructed on any of the above described lots shall be composed of at least seventy-five percent (75%) masonry, said percentage to apply to the aggregate area of all said walls. Glass areas may be construed as masonry areas. At the discretion and consent of the Architectural Committee, the outer walls of the main residence may be composed of one hundred percent (100%) wood, or the amount of masonry may be reduced to permit a greater variety of architectural styles and textures.

The outer walls of the garage, or other permitted accessory building, whether detached or attached to the main residence, shall be of the same construction as the outer walls of the main residence.

All mailboxes shall be constructed of masonry or other material to harmonize with the architectural style of the main residence. All footing, piers, and foundation designs of the main residence shall be submitted to the Architectural Committee for its approval by a licensed engineer. All said footing, piers, and foundations of the main residence on any lot in said Subdivision shall be of concrete or masonry construction.

VIII. COMPLIANCE WITH UNIFORM BUILDING CODE: All residences, garages, boat houses, or other permitted accessory buildings and any other structures built on lot, must be constructed in accordance with and conform to, the most recent addition of the Uniform Building Code as promulgated on the date construction of the structure begins. Additionally, all residences, garages, boat houses, or other permitted accessory buildings and any other structures built upon the lot which is located in the 100 year flood easement, as recorded on the final plat, shall be constructed in accordance with the guidelines of the Federal Insurance Agency of the United States Department of Housing and Urban Development as promulgated on the date construction of the structure begins.

IX. ROOFS: The roofs of the main residential buildings, garages, boat houses, other permitted accessory buildings and any other structures constructed on any of the lots in the Subdivision, shall be of standing seam metal, tile, concrete tile, slate, fiberglass or 200 lbs. or greater composition asphalt shingles. Built up roofs may be used only where they are not visible from the street or adjoining lots. At the discretion of the Architectural Committee, other types of roofs utilizing a surfacing material of another architectural texture may be used; provided, however, no asbestos products shall be utilized in any construction in the Subdivision.

X. FENCES: No fence, wall or hedge shall be erected, placed or altered on any lot in the Subdivision nearer to the street than the front wall line of the respective house without prior approval in writing of the Architectural Committee. Any side fence, rear fence, or perimeter fence constructed on any lot controlled by these covenants shall also be approved in writing by the Architectural Committee prior to construction. Galvanized chain-link, and wire-mesh type fences are specifically not allowed on any lot, all wing walls and front yard fences (i.e. fences running from the side of the house to the side property line) shall be of the same masonry as the residence building or a wrought iron or other combination of wood trim or wrought iron and masonry and shall be subject to Architectural Committee approval. All side and rear yard fences constructed in the Subdivision shall be constructed of all masonry, all wrought iron, or a combination of masonry and wrought iron or masonry and wood which has been designated to compliment the main residence and shall be subject to Architectural Committee approval. Construction of all fencing shall be subject to the following conditions and requirements:

1. Yard fencing shall not exceed a height of six feet.

2. No fence shall be erected or constructed until a fencing plan depicting the proposed location and a detail of materials has been submitted to and approved in writing by the Architectural Committee. Any fence erected without such approval or in violation of any other requirement herein shall be removed at the owner's expense within ten (10) days of receipt by said owner of such notice that it is in violation of the requirements set out herein.

3. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot (that is; a lot located on a street intersection) within the triangular area formed by each of the street lines adjacent to the lot, and a lone connecting them at point twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner, from the intersection of the street lines as extended to a triangular point. The same site line limitation shall apply on any lot within ten (10) feet from the intersection of a street line with the edge of a driveway on a lot. No trees shall be permitted to remain within the areas described above unless the foliage line is maintained at a sufficient height to prevent obstruction of such site lines.

XI. DRAINAGE EASEMENTS: Easements for drainage throughout the Subdivision are reserved as shown on the aforementioned recorded plat, such easements being depicted thereon as "drainage easements." No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easement in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. No specifically, and without limitation, no owner may:

(1) Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easement or remove trees or other vegetation therefrom without the prior written approval of the Architectural Committee and the City Engineer for the City of New Braunfels;

(3) Construct, erect, or install a fence or other structure of any type or nature within or upon such drainage easement;

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easement; and

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article XI shall in no event be deemed or construed to impose liability of any nature on the Architectural Committee, and the Architectural Committee shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article XI shall in no way affect any other recorded easement in this Subdivision.

XII. MISCELLANEOUS RESTRICTIONS AND COVENANTS: No permanent clothes line shall be constructed, placed or erected on any lot within the Subdivision. No construction of any kind, no swimming pool, incinerator, barbecue pit, greenhouse, kennel, tennis court, fence, etc. shall be placed or erected behind or beyond the rear building line in any main residence without the express written authority of the Architectural Committee. All landscaping or site improvement plans must be approved in writing by the Architectural Committee prior to the placing, plants or construction of any plants, trees or site improvements. The storage of vehicles, boats, tents, trailers, tools, garage, trash disposal facilities, or other unsightly items shall be expressly prohibited beyond the rear building line of any main residence within the Subdivision, unless they are stored in facilities constructed especially to conceal them from public view. The facilities are to be approved in writing by the Architectural Committee.

XIII. DRIVEWAYS AND GARAGES: All driveways shall be surfaced with gravel finish or other architectural texture, asphalt, brick, stone, tile or other similar hard-surfaced material. For all lots other than "water-front" lots, all garages and port-cocheres shall be entered either from the rear or the side of the lot and shall not open facing a street, unless otherwise approved by the Architectural Committee. As to all "water-front" lots, garages shall be entered either from the front or the side of the lot unless otherwise approved by the Architectural Committee. All garage doors shall be of the remote control or automatic variety, and such doors requiring manual operation shall be prohibited. All driveway drain pipes must be a minimum of twelve inches (12") in diameter.

XIV. BUILDING PLOT AREAS: No dwelling shall be erected, placed or altered on any residential building plot controlled by these covenants, that has an area of less than fifteen thousand (15,000) square feet. Notwithstanding anything contained herein to the contrary, two or more subdivided lots may be used as a single building plot.

XV. UTILITIES: Service connections to any and all area utility and telephone lines currently installed below ground must be installed underground from the structure being served to the utility line connection. All utility and telephone lines from one building to another, whether primary, utility or telephone service, shall be installed underground. Electrical utility lines must be of single phase.

XVI. GARBAGE AND REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall be kept in sanitary containers which at all times must be concealed from public view, whether arranged for rear pick-up or street pick-up. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot, common area, private street, easement or drainage area in the Subdivision.

XVII. SEWAGE: No garbage, refuse, trash, leaves or other debris shall ever be dumped into any canal or the lake. No affluent from any septic tank or other sewage discharge shall ever be turned into a canal or lake. No cesspools shall be permitted, but every structure shall be served by a septic tank system designed and submitted by a licensed engineer or a licensed sanitarian approved by the Architectural Committee, and built in accordance with the requirements of Guadalupe County sanitation standards and all other applicable ordinances and/or standards. All building plans submitted to the Architectural Committee for approval shall include sewage layout, but shall provide a drainage field between the house and the street, except in the situation where the topography or area shall not permit; however, no affluent line shall come within fifteen feet of any water's edge.

XVIII. MAINTENANCE: All residences and vacant lots must be kept in an attractive fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Upon failure of the owner to do so, the Subdivision's Homeowners Association may, at its option, have the lot cleaned and mowed; and the owner shall be obligated to reimburse the Homeowners Association for the cost of such work. In addition to the monthly Homeowner's maintenance fee, an annual mowing fee will be charged for each vacant lot. The above notwithstanding, no maintenance fee shall be charged to Lake McQueeney, Ltd., its successors or assigns for any cost relating to the maintenance of vacant lots owned by Lake McQueeney, Ltd., its successor or assigns.

XIX. OUTSIDE ANTENNAS: No exterior television or radio antennas or satellite dishes of any sort shall be placed, allowed or maintained upon any portion of any lot forward of the front building line of said lot. Furthermore, no satellite dish or receivers shall be placed or maintained on any lot, which would be visible from any adjacent lot, public and/or P.U.D., or the street, or water/river. No antenna when installed shall project more than six (6) feet above any roofline.

XX. TEMPORARY STRUCTURES: No structure of a temporary character, tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility, shall be used on any lot at any time as a residence or storage facility, either temporarily or permanently.

No trailer, tent, boat, recreational vehicle, camper or stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored, repaired or maintained on any lot, street or

common areas, unless completely concealed from view. No commercial vehicle bearing commercial insignias or names shall be parked on any lot except within an enclosed structure, unless such vehicle is temporarily parked for the purpose of serving such lot.

XXI. NUISANCES: No noxious or offensive activity shall be carried on upon any lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape lighting that has the approval of the Architectural Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the lot and the improvements located thereon) shall be placed or used upon any lot without approval of the Architectural Committee. Telephones will be allowed outdoors.

No fuel or similar storage facility shall be installed or maintained unless they are constructed as an integral part of the main structure or installed underground and approved by the Architectural Committee.

XXII. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) square feet advertising the property for sale or rent. Signs used by the developer or the builder to advertise the Property during the construction and sales period shall be permitted irrespective of the foregoing, but shall not exceed nine(9) square feet of surface area. Sales flags shall not be placed on any lot.

XXIII. PETS: No animals, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Committee and/or the Homeowners Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

XXIV. MINING AND QUARRYING: No drilling, quarrying or refining operations of any kind shall be permitted upon any building plot; nor shall any well (including water wells), tanks, tunnels, shafts or mineral excavation be permitted upon any building plot.

XXV. TERMS: The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until May 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by a majority of the then owners of the lots in the Subdivision, controlled by these covenants, has been recorded agreeing to change said covenants in whole or in part.

XXVI. ENFORCEMENT: If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful

for any person or persons owning real property situated in the Subdivision, controlled by these covenants, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or to recover damages for such violations. Lake McQueeney, Ltd., for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in said Subdivision, controlled by these covenants. The reservation of this right of enforcement shall in no event, however, create an obligation of any kind to enforce these restrictive covenants.

XXVII. PARTIAL INVALIDITY: The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

EXECUTED as of this 17th day of June, 1988.

LAKE McQUEENEY, LTD.
a Texas Limited Partnership
By Peter B. Greenblum
Peter B. Greenblum,
General Partner

STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

The foregoing instrument was acknowledged by Peter B. Greenblum as General Partner of Lake McQueeney, Ltd., a Texas Limited Partnership, on the 17th day of June, 1988.

Frances Hartenstein
Notary Public, State of Texas
Name: Frances Hartenstein
Commission Expires: 10/31/1988

19RWD1226b:rk
6/16/88

FRANCES HARTENSTEIN
Commission Expires

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED HEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

RECORDED IN OFFICIAL RECORDS
FILE DATE 6-17-88
FILE TIME 3:47 O'CLOCK P M
VOL 851 PAGE 850-857
JUN 17 1988
RECORDING DATE
COUNTY CLERK, GUADALUPE COUNTY

957/0334

5548

LAKE McQUEENEY, LTD. TO THE PUBLIC

AMENDMENT TO
LAS BRISAS PHASE II RESTRICTIVE COVENANTS

STATE OF TEXAS)(

COUNTY OF GUADALUPE)(

WHEREAS, LAKE McQUEENEY, LTD., a Texas limited partnership ("Declarant"), hereto filed restrictive covenants ("Restrictions") for LAS BRISAS PHASE II SUBDIVISION ("Subdivision") in Volume 851, Page 850 of the Official Records of Guadalupe County, Texas; and

WHEREAS, Declarant owns at least seventy-five (75%) percent of the lots in the Subdivision and has at least seventy-five (75%) per cent of the votes entitled to be cast at a meeting of the Lake McQueeney Las Brisas Homeowners Association, and desires to amend the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Article VI is amended to read as follows:

   VI. BUILDING LINES: No building shall be located on any lot nearer than 25 feet from the front property line of such lot (the "Front Yard Set Back"). No building shall be located on any lot nearer than 40 feet from the rear property line of such lot (the "Rear Yard Set Back"). No one building shall be located on any lot which contains 20,000 square feet or more nearer than 15 feet from the side property lines of such lot ("Side Yard Set Back"). No one building shall be located on any lot, which consists of less than 20,000 square feet but not less than 17,000 square feet, nearer than 10 feet from the side property lines of such lot ("Side Yard Set Back"). No one building shall be located on any lot, which consists of less than 17,000 square feet, nearer than 5 feet from the side property lines of such lot ("Side Yard Set Back"). If two or more lots are used as a single building plot, set back lines shall be applied to the resulting plot as though it was originally platted as one lot.

   The Architectural Committee is hereby given authority to waive the set back requirements provided in the above paragraph as follows:

   With written approval of the Architectural Committee, any building may be located nearer the front property line, rear property line, or side property line, as provided in the above paragraph where, in the opinion of the Architectural Committee, the proposed location of the building will add to the appearance and value of the lot and will not detract from the appearance and value of other lots.

2. Article VII is amended to read as follows:

   VII. MASONRY: The area of the outer walls of the main residence constructed on any of the above described lots shall be composed of at least seventy-five percent (75%) masonry, said percentage to apply to the aggregate area of all said walls. Glass areas may be construed as masonry areas.

The outer walls of the garage or other permitted accessory building, whether detached or attached to the main residence, shall be of the same construction as the outer walls of the main residence.

All mailboxes shall be constructed of masonry or other material to harmonize with the architectural style of the main residence. All footing, piers and foundation designs of the main residence shall be submitted to the Architectural Committee for its approval by a licensed engineer. All said footing, piers, and foundations of the main residence on any lot in said Subdivision shall be of concrete or masonry construction.

3. Article XIV is amended to read as follows:

XIV. BUILDING PLOT AREAS: No dwelling shall be erected, placed or altered on any residential building plot controlled by these covenants, that has an area of less than fifteen thousand (15,000) square feet. Notwithstanding anything contained herein to the contrary, two or more subdivided lots may be used as a single building plot, and these restrictive covenants will apply to the resulting building plot as though it was originally platted as one lot, except as provided in Article XVIII.

4. Article XVIII is amended to read as follows:

XVIII. MAINTENANCE: All residences and vacant lots must be kept in an attractive fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Upon failure of the owner to do so, the Subdivision's Homeowners Association may, at its option, have the property cleaned and mowed; and the owner shall be obligated to reimburse the Homeowners Association for the cost of such work. In addition to the monthly Homeowners Maintenance Fee, an annual mowing fee will be charged for each VACANT lot. If approved in writing by the Architectural Committee, an owner may mow his own VACANT lot and the annual mowing fee will be waived as to such VACANT lot. If thereafter, however, an owner fails to mow and maintain such lot as herein provided, the Homeowners Association may, at its option (i) have the property cleaned and mowed and the owner shall be obligated to reimburse the Homeowners Association for the cost of such work, and (ii) revoke the waiver and assess an annual mowing fee for such lot. The above notwithstanding, no maintenance fee shall be charged to Lake McQueeney Ltd., its successors or assigns for any cost relating to the maintenance of vacant lots owned by Lake McQueeney, Ltd., its successors or assigns. Notwithstanding the use of two or more lots as a single building plot, effective with the effective date of this amendment, each lot as originally platted will continue to be a single lot for purposes of the monthly maintenance fee and all other fees and assessments.

5. Article XXII is amended to read as follows:

XXII. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign on non-water front lots, and two signs on water-front lots, of not more than three (3) square

feet advertising the property for sale or rent. Sale or rental prices shall not be placed on any sign. Signs used by the developer or the builder to advertise the Property during the construction and sales period shall be permitted irrespective of the foregoing, but shall not exceed nine (9) square feet of surface area. Sales flags shall not be placed on any lot.

EXECUTED the 3rd day of July, 1991.

LAKE McQUEENEY, LTD.,
a Texas limited partnership

By: _____
Peter B. Greenblum
General Partner

STATE OF TEXAS)(

COUNTY OF GUADALUPE)(

This instrument was acknowledged before me on July 3, 1991, by PETER B. GREENBLUM, General Partner on behalf of LAKE McQUEENEY, LTD., a Texas limited partnership.

LYNDA RABE
Notary Public, State of Texas
My Commission Expires 3-6-93

_____
Notary Public, State of Texas

RECORDED IN OFFICIAL RECORDS
FILE DATE 7-3-91
FILE TIME 1:30 O'CLOCK P M
VOL 957 PAGE 334-6

JUL 3 - 1991

RECORDING DATE

COUNTY CLERK GUADALUPE COUNTY

LAKE McQUEENEY, LTD. TO THE PUBLIC

AMENDMENT TO
LAS BRISAS PHASE II RESTRICTIVE COVENANTS

STATE OF TEXAS)(

COUNTY OF GUADALUPE)(

WHEREAS, LAKE McQUEENEY, LTD., a Texas Limited Partnership ("Declarant"), heretofore filed the following documents for LAS BRISAS PHASE II SUBDIVISION ("Subdivision"):

1. Las Brisas Phase II Restrictive Covenants dated June 17, 1988, recorded in Volume 851, Page 850 of the Official Records of Guadalupe County, Texas;

2. Amendment to Las Brisas Phase II Restrictive Covenants dated July 3, 1991, recorded in Volume 957, Page 334, of the Official Records of Guadalupe County, Texas (collectively, the "Restrictions"); and

WHEREAS, Declarant owns at least seventy-five (75%) percent of the lots in the Subdivision and has at least seventy-five (75%) percent of the votes entitled to be cast at a meeting of the Lake McQueeney Las Brisas Homeowners Association, and desires to further amend the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Article I is amended to read as follows:

I. LAND USE: Said lots in the Subdivision shall be known and designated as single-family residential lots. Unless otherwise approved by the Architectural Committee, such lots are to be used for single-family residential purposes only. No structure shall be erected, placed, altered or permitted to remain on any lot other than one (i) detached single-family dwelling not to exceed two and one-half storied height, (ii) enclosed private 3-car garage or port-cochere which may contain servants' quarters, storage rooms and utility rooms and (iii) as to the "water-front" lots only (that is, Lots 94 through 130 of the Subdivision), covered boat house; provided such boat house is dredged out of

the lot and does not protrude into the waterfront adjacent to the lot. No garage, port-cochere, servants' quarters, storage rooms, utility rooms or boat house (where applicable) shall be erected on any lot until after or coincidental with the building of the single-family dwelling unit thereon and for use in connection therewith; provided, however, as to any "water-front" lot, a covered boat house may be constructed in accordance with the terms hereof prior to the building of the single family dwelling unit on such lot. No dwelling previously constructed elsewhere may be moved on any building lot controlled by these covenants. No additional fill materials may be used on any lots within or below the 100 year Flood Plain without the prior written consent of the Architectural Committee (as herein defined).

2. Article II is amended to read as follows:

II. BUILDING REQUIREMENTS - INITIAL CONSTRUCTION: Prior to the beginning of such construction, the purchaser shall present to the Architectural Committee (as hereinafter defined) the site plan and all other constructon plans and specifications (including construction materials to be used) for said Architectural Committee's inspection and approval or disapproval. Construction of the residence shall be done solely in accordance with the site plan and other plans and specifications as approved by the Architectural Committee. No more than fifteen (15) inches of slab shall be visible from any given angle. Construction must be completed within eight (8) months after the building permit is issued, or the slab is begun, whichever occurs first. If the purchaser has not obtained a building permit within one hundred eighty (180) days following the Architectural Committee's approval of plans and specifications, the plans and specifications must be resubmitted to the Architectural Committee for approval or disapproval. The purchaser or builder must place portable toilets and a trash dumpster at a lot on the day construction commences. No refuse shall be burned on a lot or at any other site in the Subdivision during construction or at any other time. In the event the purchaser does not begin construction of the dwelling, the purchaser shall become responsible for and shall pay to Lake McQueeney, Ltd., upon demand, a sum equal to (i) any and all special assessments, non-user fees or other similar fees charged by a utility company to Lake

McQueeney, Ltd., its successors or assigns, the property or purchaser, for purchaser's failure to utilize such utilities multiplied by (ii) a factor of 1.1. Any transfer of a lot from the purchaser to a transferee shall be subject to this continuing restriction to construct within the Construction Period until such time as the improvements are constructed in accordance with the terms hereof or all such fees are paid.

3. Article III is amended to read as follows:

III. BUILDING REQUIREMENTS - RENOVATIONS: Prior to the beginning of any construction for renovation, remodeling or other such construction on a lot, the purchaser shall present the Architectural Committee the site plan and all other construction plans and specifications (including construction materials to be used) for said Committee's inspection and approval or disapproval. The construction of remodeling, renovation or other similar construction shall be done solely in accordance with the site plans and other plans and specifications as approved by the Architectural Committee. Construction must be completed within eight (8) months after the building permit is issued or the slab is begun, whichever occurs first.

4. Article IV is amended to read as follows:

IV. ARCHITECTURAL CONTROL: No building, fence, wall, or other structure shall be erected, placed, commenced or maintained upon any building or lot in the Subdivision controlled by these covenants, nor shall any exterior addition to or change or alteration therein be made to any lot until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing by an Architectural Committee composed of Mickey Ferrell, C. Kevin Ferrell, and Peter B. Greenblum, or by a representative designated by a majority of the members of said Architectural Committee as to the quality of workmanship and materials, conformity and harmony of the external design with existing structures in the Subdivision, and as to the location of the building, fence, wall or other structure in relation to surrounding structures and topography. In the event of

the death or resignation of any member of said Architectural Committee, the remaining member or members, shall have full authority to approve or disapprove such plans, specifications and lot plans. The remaining member or members shall also have the authority to designate a successor Architectural Committee member or members with like authority. In the event said Architectural Committee or its designated representative fails to approve or disapprove such plans, specifications and lot plan within sixty (60) days after such completed plans, specifications and lot plan have been submitted to it, such approval will not be required and the covenant will be deemed to have been fully complied with. Such Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of more than one interpretation. All decisions of such Architectural Committee shall be final and binding, and there shall be no revision of any action of such Architectural Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious. Members of said Architectural Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damages or injury to property or for damages or loss arising out of their acts hereunder; it being understood and agreed that any remedies shall be restricted to injunctive relief and no other. The powers and duties of such Architectural Committee and designated representative and the requirements of this covenant shall cease on and after May 1, 2010; provided, however, that at that time the then record owners of a majority of the lots in the Subdivision controlled by these covenants shall have the power through a duly recorded written instrument to extend the powers and duties of such Architectural Committee, and in connection with such extension shall have the power to remove any Architectural Committee member or members and replace them with other members, or to withdraw from the Architectural Committee any of its power and duties, or to restore to the Architectural Committee any of its powers and duties. Such Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant. If required by the

Declarant, in Declarant's sole discretion and judgment, a builder shall deposit the sum of $500.00 with the Lake McQueeney Las Brisas Homeowners Association to insure that a lot and adjacent areas are properly cleaned and cleared following completion of construction. If the lot and adjacent areas are properly cleaned and cleared, the deposit will be refunded to the builder. If the lot and adjacent areas are not properly cleared and cleaned of all debris, all or such part of the deposit as necessary will be used to clean and clear the lot, and the balance, if any, will be refunded to the builder. The clearing of a lot of all debris, including downed trees and roots, is the responsibility of the builder, and should be included in all construction contracts.

5. Article X is amended to read as follows:

X. FENCES. No fence, wall or hedge shall be erected, placed or altered on any lot in the Subdivision nearer to the street than the front wall line of the respective house without prior approval in writing of the Architectural Committee. Any side fence, rear fence, or perimeter fence constructed on any lot controlled by these covenants shall also be approved in writing by the Architectural Committee prior to contruction. Galvanized chain-link, and wire-mesh type fences are specifically not allowed on any lot, all wing walls and front yard fences (i.e., fences running from the side of the house to the side property line) shall be of the same masonry as the residence building or a wrought iron or other combination of wood trim or wrought iron and masonry and shall be subject to Architectural Committee approval. All side and rear yard fences constructed in the Subdivision shall be constructed of all masonry, all wrought iron, or a combination of masonry and wrought iron or masonry and wood which has been designated to compliment the main residence and shall be subject to Architectural Committee approval. Construction of all fencing shall be subject to the following conditions and requirements:

1. Yard fencing shall not exceed a height of six (6) feet.

2. No fence shall be erected or constructed until a fencing plan depicting the proposed location and a detail of materials has been submitted to and approved in writing by the Architectural Committee. Any fence erected without such approval or in violation of any other requirement herein shall be removed at the owner's expense within (10) days of receipt by said owners of such notice that it is in violation of the requirements set out herein.

3. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot (that is, a lot located on a street intersection) within the triangular area formed by each of the street lines adjacent to the lot, and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner, from the intersection of the street lines as extended to a triangular point. The same site line limitation shall apply on any lot within ten (10) feet from the intersection of a street line with the edge of a driveway on a lot. No trees shall be permitted to remain within the areas decribed above unless the foliage line is maintained at a sufficient height to prevent obstruction of such site lines.

4. Wrought iron fences on waterfront lots shall not exceed a height of four (4) feet.

5. No privacy fences shall be allowed on the waterfront.

6. Split rail and all other material fences must be no higher than three (3) feet, and the galvanized insert used with split rail fences will be approved for containing animals.

6. Article XX is amended to read as follows:

XX. TEMPORARY STRUCTURES: No structure of a temporary character, tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility, shall be used on any lot at any time as a residence or storage facility, either temporarily or permanently.

No trailer, tent, boat, recreational vehicle, camper or stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored, repaired or maintained on any lot, street or common areas, unless completely concealed from view. No commercial vehicle bearing commercial insignias or names shall be parked on any lot exept within an enclosed structure, unless such vehicle is temporarily parked for the purpose of serving such lot. Motor homes, campers, travel trailers or boats may be parked in the Subdivision for a period of seventy-two (72) hours only for loading and/or unloading, unless parked in an attached enclosed garage.

7. Article XXVIII is added as follows:

XXVIII. OUTBUILDINGS: No metal storage buildings shall be placed on any lot. Only one (1) storage building or outbuilding is permitted on each lot. Outbuildings shall be no larger than 10' in width x 15' in length x 8' in height. Storage buildings/outbuildings must be placed in a yard totally enclosed by a six-foot fence.

EXECUTED the 30th day of July, 1993.

LAKE McQUEENEY, LTD.,
a Texas Limited Partnership

By: _____
Peter B. Greenblum
General Partner

STATE OF TEXAS)(

COUNTY OF GUADALUPE)(

This instrument was acknowledged before me on July 30, 1993, by PETER B. GREENBLUM, General Partner on behalf of LAKE McQUEENEY, LTD., a Texas Limited Partnership.

LYNDA RABE
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 3-6-97

Lynda Rabe
Notary Public, State of Texas

793-96

1051/0906

FILED FOR RECORD

93 JUL 30 PM 1:51

LORETTA LORENZ
COUNTY CLERK GUADALUPE CTY.

BY Virginia McCulloch

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Guadalupe County, Texas, on

Loretta M. Lorenz

County Clerk, Guadalupe County, Texas

8106