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**FIRST AMENDED
RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF
STALLION ESTATES, UNITS 2, 4 & 6
STALLION ESTATES, INC., a Texas Corporation
TO THE PUBLIC**

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COMAL)

WHEREAS, STALLION ESTATES, INC., a Texas corporation owner of Stallion Estates, did file as record Restrictive Covenants for Stallion Estates Unit Two (2) in Vol. 13, Pages 290-293; Unit Four (4) in Vol. 14, Pages 62-65; and Unit Six (6) in Vol. 14, Pages 111-114 of the Official Public Records of Real Property of Comal County, Texas; and

WHEREAS, the undersigned are record owners of legal title of fifty-one percent (51%) or more of the lots as shown by the Official Records of Comal County, Texas located in Stallion Estates, Units 2, 4 and 6 thereof and in full and complete compliance with Paragraph Fourteen (14) of the Original Restrictive Covenants of Units 2, 4 and 6 as recorded and referenced hereinbefore; and

WHEREAS, the undersigned record owners do wish to amend and vary said Restrictive Covenants and to further consolidate all three separate sets of Restrictive Covenants into one set of Amended Restrictive Covenants for all purposes as expressed in said Original Restrictive Covenants.

NOW THEREFORE, the Restrictive Covenants for Stallion Estates Units 2, 4 and 6 heretofore filed of record are hereby amended and consolidated into these Amended Restrictive Covenants for Stallion Estates Subdivision, Units Two (2), Four (4), Six (6), and shall hereafter read as follows:

1. The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot. No tract may be subdivided.
2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been submitted in writing and have been approved in writing by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requesting approval. Under ordinary topographical circumstances the building will be required to be set back 50 feet from the roadways bordering the tract, and 25 feet along the sides. Any deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR. and JOHN H. HOLLOWAY. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Comal County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee.
3. No building, other than a single family residential home containing not less than 1600 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not more than fourteen (14) months after laying foundations and no house trailers or mobile homes of any kind may be moved onto the property. Servant's quarters and quest houses may be constructed behind and to the rear of a permanent residence but in no case shall more than one such structure be permitted. All

buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. The outer walls of all single family residences in the subdivision shall be at least forty (40%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.
5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.
6. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind shall be placed on any tract at any time. No tent, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence, except that camping trailers, motor homes and recreational vehicles with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
8. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings and driveways, will be permitted without the written permission of the Architectural Control Committee.
9. No noxious, offensive, unlawful or immoral use shall be made of the tract.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except one cow or one horse per acre, or except for those approved by The Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by The Architectural Control Committee. The Architectural Control Committee reserves the right, to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from The Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserve absolutely the right to deny approval for any pet.

11. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.
12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single family residence.
13. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Comal County.
14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.
16. If the parties hereto of any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.
17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.
18. A violation of the restrictive covenants of STALLION ESTATES, UNITS 2, 4 and 6 as determined by the majority of the members of the STALLION ESTATES, ARCHITECTURAL CONTROL COMMITTEE shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.
19. Maintenance dues (initially \$100.00 per year) shall be due and payable to the Stallion Estates Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before December 31st of each year for that year's assessment, beginning with the year 2002. Beginning year 2003 the amount of said dues shall be determined by the Stallion Estates Maintenance Corporation at said annual meeting with one vote for each lot owned. Said corporation is incorporated for the express purpose of representing the interest of all lot owners in the Stallion Estates Subdivision including all units whether located in Blanco or Comal Counties, Texas and the dues herein provided for shall be used to maintain the private roads, equestrian arena and gated entrance of the Stallion Estates Subdivision.

- 20. All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will continue to be maintained by the developer until such time as said roads are approved by the county and all bonds or sureties have been released, at that time and only in such event, said roads will be dedicated to and maintained by the Stallion Estates Maintenance Corporation thereafter.
- 21. In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of \$1,100.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to STALLION ESTATES INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by STALLION ESTATES, INC., a Texas Corporation.

IN TESTIMONY WHEREOF, STALLION ESTATES, INC., a Texas corporation, by and through its President Lee R. Roper owner of eighteen (18) lots in Unit 2, twenty-nine (29) lots in Unit 4, and twenty-eight (28) lots in Unit 6 and Barbara Lee

<u>Judith McMill</u>	<u>B. S. B.</u>	<u>William J. [unclear]</u>
<u>James E. Dancer</u>	<u>[unclear]</u>	<u>V. [unclear]</u>
<u>[unclear]</u>	<u>Pam Dancer</u>	<u>Trance Velasquez</u>
<u>[unclear]</u>	<u>Miscella [unclear]</u>	<u>Sara L. Buntrock</u>
<u>[unclear]</u>	<u>[unclear]</u>	<u>[unclear]</u>
<u>[unclear]</u>	<u>[unclear]</u>	<u>[unclear]</u>

all owners of one lot in Unit 2, all of the above have executed this instrument this 27th day of August, 2002.

By: [Signature]
 Lee R. Roper, President
 Stallion Estates, Inc.

State of Texas §
 County of Comal §

This instrument was acknowledged before me on the 27th day of August, 2002 by Lee R. Roper, President of Stallion Estates, Inc., a Texas corporation, on behalf of said corporation.



[Signature]
 Notary Public, State of Texas

State of Texas §
 County of Comal §

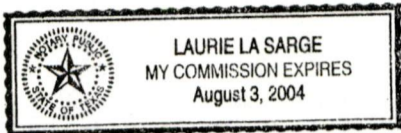
This instrument was acknowledged before me on 27th day of August, 2002 by Barbara Lee.



[Signature]
 Notary Public, State of Texas

State of Texas §
County of Comal §

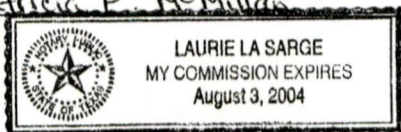
This instrument was acknowledged before me on 27th day of August, 2002
by Tesus Flores



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Patricia F. McMillan



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

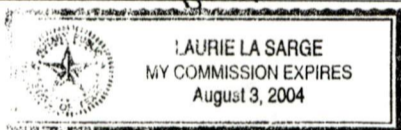
This instrument was acknowledged before me on 27th day of August, 2002
by Brian Bings



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

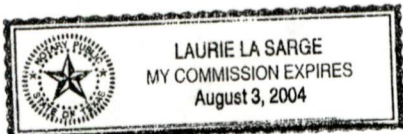
This instrument was acknowledged before me on 27th day of August, 2002
by William Pettyjohn



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

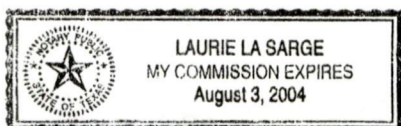
This instrument was acknowledged before me on 27th day of August, 2002
by James Naree



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

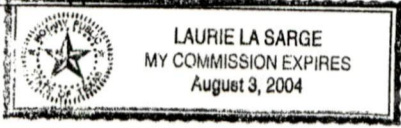
This instrument was acknowledged before me on 27th day of August, 2002
by Brad Moore



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

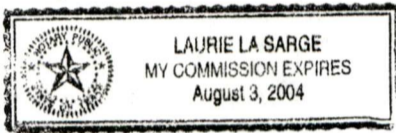
This instrument was acknowledged before me on 27th day of August, 2002
by Violet Tello



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Jay Roberts



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Pam Nance



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

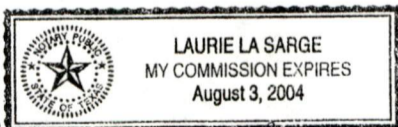
This instrument was acknowledged before me on 27th day of August, 2002
by Francisca Velasquez



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

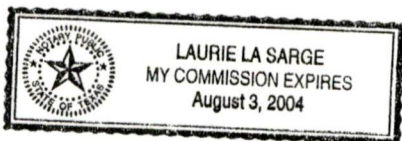
This instrument was acknowledged before me on 27th day of August, 2002
by Justin Serrano



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Priscilla Lang



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Sara S. Buntrock.



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

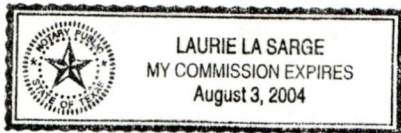
This instrument was acknowledged before me on 27th day of August, 2002
by Thomas Huggerty.



Laurie La Sarge
Notary Public, State of Texas

State of Texas §
County of Comal §

This instrument was acknowledged before me on 27th day of August, 2002
by Suzanne C. Zamora.



Laurie La Sarge

Doc# 200206029031
Pages 7
08/29/2002 04:06:47 PM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$21.00

STATE OF TEXAS
COUNTY OF COMAL

This is to certify that this document was
FILED and RECORDED in the Official
Public Records of Comal County, Texas
on the date and time stamped thereon.



Joy Streater
COUNTY CLERK