

RESTRICTIONS OF CANYON LAKE VILLAGE, UNIT NO. 2

CANYON LAKE VILLAGE, INCORPORATED

TO

THE PUBLIC

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL }

That, CANYON LAKE VILLAGE, INCORPORATED, a corporation acting herein by and through its President, Clarence W. Rice, owner of CANYON LAKE VILLAGE, Unit No. 2, a subdivision, in Comal County, Texas, as shown on a plat recorded in Vol. 1, PP. 81-82, Map or Plat Records of Comal County, Texas, do hereby impress all of the property included in such subdivision with the following restrictions:

1. All lots shall be used solely for residential purposes, except lots designated for business purposes; provided, however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration and provided further that the corporation expressly reserves the right until January 1, 1970, to vary the use of any property notwithstanding the above restrictions should the corporation in its sole judgment deem it in the best interest of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted for residential use. The granting of any such variance by the corporation shall be specifically stated in the deed conveying said lot or lots.

2. Lots designated as business may be used either for residential or business purposes provided, however, that is used for a business the nature and purpose of the business use shall first be approved in writing by the corporation, its successors, assigns or designees. No lot may be subdivided unless written approval is given by the corporation, its assignees or designees.

3. No building other than a single family residence containing not less than the number of square feet hereinafter shown, exclusive of open porches, breezeways, carports and garages shall be erected or constructed on any

residential lot in Canyon Lake Village, Unit No. 2 and no garage may be erected except simultaneous with or subsequent to erection of residence as follows:

On lots A through J and K through N, 1100 square feet;

On lots AA, P and Q, 1200 square feet;

On lots R through X and A3 through J-3 and K3 through P3, 800 square feet;

On lots A1 through L1 and Lot Y, 800 square feet;

On lots C2 through V1, 1200 square feet;

On lots M1 through U1, 1100 square feet;

All other lots except those designated for business, 500 square feet.

All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Servant quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4. No improvements shall be erected or constructed on any lot in CANYON LAKE VILLAGE, Unit No. 2 nearer than fifteen (15) feet to the front property line, not nearer than five (5) feet to the side property line except that in the case of corner lots no improvements shall be erected or constructed within ten (10) feet of said property lines adjacent to streets. In lots one hundred (100) feet or less in depth, the fifteen (15) foot setback may be ten (10) feet.

5. Motels and tourist courts shall be deemed to be a business use.

6. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the corporation, or by such nominee or nominees as it may designate in writing.

7. No advertising or "For Sale" signs shall be erected on any lot in CANYONE LAKE VILLAGE, Unit No. 2 without written approval of the corporation.

8. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.

9. An assessment of \$2.00 per month per lot (which may be paid monthly, semi-annually, or annually), shall run against each lot in said subdivision for the maintenance of the park and recreation area, boat launching facilities and operating costs according to rules and regulations of the corporation. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to the corporation in New Braunfels, Texas on the 1st day of June of each year or to such other persons or corporations as the corporation may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In cases where no owner owns more than one lot, there will be only one assessment for such owner. Provided, however, that if such an owner should sell one or more of his said lots to a party who theretofore did not own property in CANYON LAKE VILLAGE, Unit No. 2, then said lot or lots so transferred shall thereafter be subject to the lien provided for in Covenant 9. The title in fee simple to land designated as park and recreation area, and boat launching facilities, etc., is to be retained by the corporation, its successors and assigns and the Grantee, his heirs, successors, executors, administrators and assigns, further agrees that the use of the park and recreation area and boat launching facilities, etc., is subject to the approval of the use for membership in CANYON LAKE VILLAGE CLUB and to the corporation's rules or regulations now in force or which may from time to time be made by the corporation, its successors or assigns.

10. No part of the said premises shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the

## CANYON LAKE VILLAGE CLUB.

11. All approved members of the CANYON LAKE VILLAGE CLUB and their families shall have ingress and egress to the lake, park and beach area and boat launching facilities, etc., as shown on plats of CANYON LAKE VILLAGE, subject to rules and regulations of the corporation but all others must have written approval of said corporation. The lake, park and recreation areas and boat launching facilities, etc. shall be available for use to approved members and their families at their own risk. Use of the lake and easement area is also subject to the rules and regulations as set forth by the Army Corps of Engineers, etc.

12. No noxious, offensive, unlawful or immoral use shall be made of the premises.

13. All covenants and restrictions shall be binding upon the Grantee, or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.

14. The corporation reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots conveyed for the purpose of installation or maintenance of public utilities including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to the corporation to supply such services.

15. The corporation agrees to build a water system and lay and install water mains within a period of six months from the date of the corporation's deed in order to make available to Grantee water for household and domestic purposes. Grantee agrees to pay the cost of connections to said water mains and understand and agrees that he will pay a monthly charge for water service on either a metered or flat rate, uniformly applicable to all residential property owners in CANYON LAKE VILLAGE, Unit No. 2.

16. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

17. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. Anyone purchasing a lot or lots in said subdivision must qualify for membership in CANYON LAKE VILLAGE CLUB and in the event such purchaser is not approved of such membership, then the corporation will return to the purchaser the monies paid by such purchaser for such lot or lots.

19. The term "Corporation" in the preceding restrictions meaning anyone purchasing a lot from the corporation in this subdivision.

20. The term "Grantee" in the preceding restrictions meaning anyone purchasing a lot from the corporation in this subdivision.

21. No water wells will be allowed to be drilled or dug on any part of the said premises without written approval of Corporation and Corporation reserves the right to reject any application to drill or dig water wells on said premises.

22. No building or structure shall be erected or constructed on said premises until such time as Grantee shall have contracted with SATTLER SUPPLY, INC., or their duly authorized agent, for the furnishing of Corporation with water.

23. If and when a central sanitary sewerage system meeting the requirements of the State and County Sanitary Code and Health Regulations is installed, the Grantee shall be entitled to connect to said system upon payment of a sewer connection charge not to exceed Five Hundred Dollars (\$500.00).

Filed as Comal County Document No 71043, September 3, 1963

Original signed by Clarence W. Rice, President CLV, Inc