

UNITS I, II, AND III

NO. 62100

DEED OF RESTRICTIONS

CANYON SPRINGS RESORT,
INC. TO THE PUBLIC.

THE STATE OF TEXAS §

COUNTY OF COMAL § KNOW ALL MEN BY THESE PRESENTS:

That CANYON SPRINGS RESORT, INC., a Corporation acting herein by and through its corporate officers hereunto duly authorized, is owner and developer of the following described lands and premises in Comal County, Texas, to-wit:

A 101.0 acre tract or parcel of land in Comal County, Texas being 43.3 acres out of the Martin Simon Survey No. 622, 19.9 acres out of the Geo. Burkhardt Survey No. 932, and 37.8 acres out of the Chas. Schuchardt Survey No. 561, as follows:

Beginning at a point in a fence line which bears N. 45 deg. 49' W., 163.0 feet, and S. 48 deg. 44' W., 363.65 feet from the East corner of the Chas. Schuchardt Survey No. 561;

Thence along fence:

S. 48 deg. 44' W., 317.05 feet,

S. 55 deg. 25' W., 113.4 "

S. 47 deg. 36' W., 284.4 "

S. 48 deg. 05' W., 210.1 "

S. 56 deg. 07' W., 247.1 "

S. 58 deg. 39' W., 228.6 "

S. 60 deg. 45' W., 363.5 "

S. 34 deg. 18' W., 266.8 "

S. 35 deg. 25' W., 446.3 "

S. 26 deg. 48' W., 790.8 "

S. 32 deg. 22' W., 34.7 "

S. 45 deg. 00' W., 1613.0 ", to fence corner in the northeast right of way line of Crane's Mill Road;

Thence northwest along right of way line approximately 235 feet to intersection with center line of the 60 ft. wide road for entrance to Canyon Springs Resort, Unit #1, as per attached plat marked "Exhibit A".

Thence along center line of this 60 ft. wide road:

N. 6 deg. 11' W., approximately 310 feet to angle point,

N. 8 deg. 22' E., 431.50 feet to angle point,

N. 10 deg. 11' E., 319.97 feet " " "

N. 24 deg. 11' E., 275.30 feet " " "

N. 50 deg. 39' E., 326.09 feet " " "

N. 27 deg. 37' E., 306.41 feet " " "

N. 66 deg. 46' E., 493.51 feet " " "
N. 35 deg. 16' E., 374.54 feet " " "
N. 48 deg. 44' E., 399.40 feet " " "
N. 3 deg. 41' W., 90.69 feet " " "
N. 4 deg. 02' E., 196.48 feet " " "
N. 15 deg. 21' E., 85.00 feet " " "
N. 40 deg. 46' E., 434.07 feet " " "

Thence continuing along the center line of a road 50 feet in width:

S. 87 deg. 53' E., 209.31 feet to angle point,

N. 57 deg. 11' E., 181.26 " " " "

N. 40 deg. 46' E., 610.09 " " " "

N. 70 deg. 17' E., 140.56 " " " "

N. 40 deg. 46' E., 382.97 feet to point of curve to right with radius of 81.0 feet, angle of 83 deg. 21' and length 117.83 feet to point of tangent. Thence continuing and center line of 50 ft. road:

S. 55 deg. 53' E., 183.99 feet to angle point,

S. 45 deg. 49' E., 410.00 feet to point of curve to left with radius of 95.0 feet, angle of 90 deg. and length 149.22 feet to point of tangent.

Thence N. 44 deg. 11' N., 60.0 feet, and S. 45 deg. 49' E., 179.77 feet to place of beginning and containing 101.0 acres, including the road rights of way.

Said land above has been subdivided into residential lots and into lots reserved for other purposes and a map of plat of said subdivision is attached hereto and incorporated herein by reference and made a part hereof for all purposes. Grantor herein, as subdivider of said land above described hereby establishes the following restrictions as to the use of said property and the following building requirements affecting said property, to-wit.

1. CANYON SPRINGS RESORT is a privately owned property developed for MEMBERS only. Only members may own property and enjoy privileges there-of. Members are subject to approval by the Seller of his successors and assigns.
2. All tracts, parcels, lots and any resubdivisions thereof, shall be used exclusively for residential purposes except those designated for commercial and/or business usage. The nature and purpose of business usage shall first be approved in writing by Seller, his assigns or designees.
3. Tracts of TWO (2) ACRES or more may be resubdivided into lots of not less than ten thousand (10,000) square feet by the "Approved Resubdivision Plan" shown on the Official Recorded Plat of CANYON SPRINGS RESORT, Unit 1, when the full terms for purchase of these tracts have been fully completed and paid and Buyer has received a General Warranty Deed, subject to the covenants and restrictions herein. On each such approved resubdivision lot one house may be built.
4. No building other than a single family residence containing not less than 500 square feet, exclusive of breezeways, open porches, garages and carports, shall be constructed or erected on any residential lot. The exterior of all buildings must be

completed not later than six (6) months after laying foundations. Servants quarters, guest houses, barns and sheds may be constructed on the rear one-third of said lots after completion of permanent residence.

5. No building or structure of any kind may be moved on to the property. Temporary use of movable buildings will be permitted with written authorization from Seller. Permanent installation of modern (1957 model or later) mobile trailer homes will be permitted provided the trailer is at least thirty-five feet in length. For permanent trailer installations, Buyer must construct a concrete slab or permanent masonry patio of at least two-thirds the square foot area of the trailer and this patio must be covered with a metal, fiberglass or painted frame overhead canopy. In addition, the front and sides of the trailer must be covered from the floor to the ground with a metal or painted frame apron. Lots with permanent trailer installations must have an enclosed storeroom of at least 80 square feet which shall be constructed and maintained at the rear of the lot. Permanent trailer installations must also have an individual septic tank.
6. All structures shall be set back at least 30 feet from front property lines and 5 feet from side property lines except on corner lots the set back shall be 10 feet from side property lines adjacent to street.
7. All building plans, specifications, plot plans and exterior designs must be approved by Seller, or assignees, in writing before construction. Acceptable exterior construction shall be of masonry, new asbestos siding, painted aluminum siding, redwood siding or equal.
8. No building or structure shall be occupied until the exterior thereof is completely finished and if exterior is of wooden or aluminum siding it shall be painted with at least two coats of paint. No outside toilet shall be installed or maintained on any premises. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.
9. All fences shall be of a standard type approved by the Landscape Committee of Canyon Springs Resort, Inc.
10. No offensive, noxious, immoral or unlawful use shall be made of premises or any structure thereon.
11. All accepted Canyon Springs Resort property owners and members of their families shall have ingress and egress to the lake, boat ramps and to the park areas as shown on plats of Canyon Springs Resort, subject to rules and regulations of Seller and his successors or assigns, but all others must have written approval of said Seller and/or assigns. All parks, lakes, boat ramp, beach improvements and accessories to each shall be available for use to accepted property owners and their families at their own risk.
12. An assessment of \$1.50 per lot per month shall run against each lot in Canyon Springs Resort for membership in and for the maintenance of the private parks, beach areas and rights of way, according to rules and regulations of Seller. Where one owner owns more than one (1) lot, there will be only one (1) assessment for such owner. Provided, however, that if such owner should sell one or more of his said lots to a party who theretofore did not own property in Canyon Springs Resort, then said lot or lots so transferred shall thereafter be subject to the assessment and to the lien herein provided. The assessment is hereby secured by a lien on each

respective lot, and shall be payable to the Seller in San Antonio, Texas, or to such other persons as Seller may designate by instrument filed of record in the Office of the County Clerk of Comal County, Texas. These payments shall be included with the usual monthly payments for the duration of this "Contract and Agreement".

Thereafter, the assessment shall be payable yearly at the rate of \$18.00 per lot on May 1st, of each successive year.

13. No advertising or "For Sale" signs shall be erected on premises or structures thereon without approval of Seller in writing. A Utility easement 5' on each side of all property lines is hereby reserved.
14. A water system may be made available to the property herein described by a contract with a private water company. If such a system is installed, it is understood that Buyers will be required to pay a reasonable meter charge and connection fee. Seller shall in no way be responsible for water or the water system. Buyer shall not be required to connect onto any central water system if he has a state approved water well.
15. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
16. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Canyon Springs Resort, Inc., its successors and assigns, or any person or persons owning any real property situated in Canyon Springs Resort, Unit No. 1, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing or to recover damages for such violation.

Executed on this the 20th day of September, 1960.

CANYON SPRINGS RESORT, INC.

By: Ralph G. Slocum

ATTEST:

William A. Seigel
Secretary

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Ralph G. Slocum, President of Canyon Springs Resort, Inc., a Corporation, known to me by the person whose name is subscribed to the foregoing instrument, and acknowledged to me

that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 20th day of September, A. D. 1960.

Alma Ruth Klaus
Notary Public in and for
Bexar County, Texas

Vol 121, Pages 145-148

***Deed issued for Units II and III stipulated that the restrictions stated in Vol. 121, Pages 145-147 would apply to lots conveyed by Canyon Springs Resort.**

The Deed Restrictions have been retyped for clarity and ease of transmitting online. The information provided is true and completed to the best of our knowledge. We disclaim any liability in connection with the use of this information. The users of this information are responsible for independently verifying any and all information. If you would like an official copy with signatures and stamps you will need the volume and page numbers listed for the section you need and then please visit:

**County Clerks Office
150 N. Seguin, Suite 101
New Braunfels, TX 78130
830-221-1230**

There is a small fee to get these copies from their office.

UNIT III-A

NO. 83351 – DEED OF RESTRICTIONS, IN RE: CANYON SPRINGS RESORT.
CANYON SPRING RESORT, INC. TO THE PUBLIC.

DEED OF RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF COMAL § KNOW ALL MEN BY THESE PRESENTS:

That CANYON SPRINGS RESORT, INC., a Corporation, acting herein by and through its corporate officers hereunto duly authorized, is owner and developer of the following described lands and premises in Comal County, Texas, to-wit:

Blocks Sixty (60) to Sixty-six (66), both inclusive, in Canyon Springs Resort, Unit III-A, according to the Map and Plat Records of Comal County, Texas.

Said land above described has been subdivided into residential lots and said map or plat above referred to is hereby incorporated herein and made a part hereof for all purposes. Grantor herein, as subdivider of said land hereby establishes the following restrictions as to the use of said property and the following building requirements affecting said property, to-wit:

1. Canyon Springs Resort is a privately owned property developed for MEMBERS only. Only members may own property and enjoy privileges thereof. Members are subject to approval by the Seller or his successors and assigns. Property owners privileges shall include the use of all Canyon Springs Resort recreational facilities, subject, however, to the rules governing the use of each facility. Improper use of such facilities in any manner contrary to the rules governing same or any abuse of the privileges granted to property owners herein shall be grounds for revocation of membership privileges of any such offending property owner.
2. All tracts, parcels, lots and any resubdivisions thereof shall be used exclusively for residential purposes except those designated for commercial and/or business usage. The nature and purpose of business usage shall first be approved in writing by Seller, his assigns or designees.
3. No building other than a single family residence containing not less than 600 square feet, exclusive of breezeways, open porches, garages and carports, shall be constructed or erected on any residential lot. The exterior of all buildings must be completed not later than six (6) months after laying foundations. Servants quarters, guest houses, barns and sheds may be constructed on the rear one-third of said lots after completion of permanent residence.

4. No building or structure of any kind may be moved on to the property.
5. All structures shall be set back at least 30 feet from front property lines and 5 feet from side property lines except on corner lots the set back shall be 10 feet from side property lines adjacent to street.
6. All building plans, specifications, plot plans and exterior designs must be approved by Seller, or assignees, in writing before construction. Acceptable exterior construction shall be of masonry, new asbestos siding, painted aluminum siding, redwood siding or equal.
7. No building or structure shall be occupied until the exterior thereof is completely finished and if exterior is of wooden or aluminum siding it shall be painted with at least two coats of paint. No outside toilet shall be installed or maintained on any premises. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.
8. All fences shall be of a standard type approved by the Landscape Committee of Canyon Springs Resort, Inc.
9. No offensive, noxious, immoral or unlawful use shall be made of premises or any structure thereon.
10. All Canyon Springs Resort property owners and members of their families shall have ingress and egress to the lake, boat ramps and to the park areas as shown on plats of Canyon Springs Resort, subject to rules and regulations of Seller and his successors or assigns. All parks, lakes, boat ramp, beach improvements and accessories to each shall be available for use to property owners and their families at their own risk.
11. An assessment of \$1.50 per lot per month shall run against each lot in Canyon Springs Resort for membership in and for the maintenance of the private parks, beach areas and rights of way, according to rules and regulations of Seller. Where one owner owns more than one (1) lot, there will be only one (1) assessment for such owner. Provided, however, that if such owner should sell one or more of his said lots to a party who theretofore did not own property in Canyon Springs Resort, then said lot or lots so transferred shall thereafter be subject to the assessment and to the lien herein provided. The assessment is hereby secured by a lien on each respective lot, and shall be payable to the Seller in San Antonio, Texas, or to such other persons as Seller may designate by instrument filed of record in the Office of the County Clerk of Comal County, Texas. These payments shall be included with the usual monthly payments for the duration of this "Contract and Agreement." Thereafter, the assessment shall be payable yearly at the rate of \$18.00 per lot on May 1st, of each successive year.
12. No advertising or "For Sale" signs shall be erected on premises or structures thereon without approval of Seller in writing. A Utility easement 5' on each side of all property lines is hereby reserved.
13. A water system may be made available to the property herein described by a contract with a private water company. It is understood that Buyers shall be required to pay a reasonable meter charge and connection fee. Seller shall in no way be responsible for water or the water system. Buyer shall not be required to connect onto any central water system if he has a state approved water well.

14. The provisions of Paragraph 3 and 5 above shall not apply to the following designated lots in Unit III-A, Canyon Springs Resort:

Lots 22-C to 34-C, both inclusive in Block 64;

Lots 1-C, 2-C, 3-C, 4-C, 11-C, 12-C, 13-C, 14-C, 15-C, 16-C, 17-C and 18-C, in Block 65;

Lots 1-C to 9-C, both inclusive, in Block 66.

Such lots have been reserved for commercial usage and the size and locations of commercial structures on these lots shall be the same as those which have been approved by Seller under the provisions of Paragraph 6 above.

15. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Canyon Springs Resort, Inc., its successors and assigns, or any person or persons owning any real property situated in Canyon Springs Resort, and subject to those restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing or to recover damages for such violation.

Executed on this the 20th day of September, 1966.

CANYON SPRINGS RESORT, INC.

By: William Seipel

ATTEST:

Wm. A. Seipel
Secretary

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Seipel, president of Canyon Springs Resort, Inc., a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office on this 20th day of September, A. D., 1966.

Alma Ruth Klaus
Notary Public in and for
Bexar County, Texas

Vol 151, Pages 591-593

The Deed Restrictions have been retyped for clarity and ease of transmitting online. The information provided is true and completed to the best of our knowledge. We disclaim any liability in connection with the use of this information. The users of this information are responsible for independently verifying any and all information. If you would like an official copy with signatures and stamps you will need the volume and page numbers listed for the section you need and then please visit:

**County Clerks Office
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UNIT III-A

VOL 355 Page 778 232762

THE STATE OF TEXAS X

COUNTY OF COMAL X

WHEREAS, CANYON SPRINGS RESORT, INC. has heretofore executed a Deed of Restrictions dated September 20, 1966 recorded in Volume 151, Pages 591-593 of the Deed Records of Comal County, Texas, reference to said instrument and its recording being here made for all purposes;

WHEREAS, a part of the property covered by and described in said Deed of Restrictions are Lots known as 14-C, 15-C and Lot 7, all in Block 65, CANYON SPRINGS RESORT, UNIT III – A, according to a plat thereof recorded in Volume 2, Page 6, Comal County, Texas, Map and Plat Records;

WHEREAS, the second sentence in Paragraph No. 12 of said Deed of Restrictions reads as follows:

“A Utility easement 5’ on each side of all property lines is hereby reserved”;

WHEREAS, United Land Company has succeeded to the right of said CANYON SPRINGS RESORT, INC. as the owner and developer of the said lands described in said restrictions;

WHEREAS, no use has heretofore been made of said easement described in the second sentence of said Paragraph of No. 12 of said Deed of Restrictions insofar as the property line between Lots 14-C and 15-C, or between Lots 14-C, 15-C, and said Lot 7 are concerned;

WHEREAS, United Land Company has been requested to evidence in writing that it does not claim any right to use for its own purposes the aforesaid easement in and along the common boundary lines above described in CANYON SPRINGS RESORT between said Lots 14-C and 15-C; and between aid lots 14-C, 15-C and said lot 7:

NOW, THEREFORE, in consideration of the premises and of possible benefits to accrue to the owners of the above described Lots in CANYON SPRINGS RESORT, UNIT III – A, Comal County, Texas, United Land Company, does hereby relinquish any right to use for its own purposes the aforementioned easement in and along the above described common boundary lines of the above listed Lots in CANYON SPRINGS RESORT, UNIT III – A in Comal County, Texas.

EXECUTED this 6th day of October, 1983.

ATTEST:

UNITED LAND COMPANY

Marjorie Roese
Secretary

BY Robert A. Meshew
Vice-President

THE STATE OF TEXAS X

COUNTY OF COMAL X

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Meshew, Vice-President of UNITED LAND COMPANY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of October, 1983.

Beth Beitel
Notary Public, State of Texas

My Commission Expires: June 30, 1984

The Deed Restrictions have been retyped for clarity and ease of transmitting online. The information provided is true and completed to the best of our knowledge. We disclaim any liability in connection with the use of this information. The users of this information are responsible for independently verifying any and all information. If you would like an official copy with signatures and stamps you will need the volume and page numbers listed for the section you need and then please visit:

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UNIT IV

NO. 90022 – DEED OF RESTRICTIONS OF CANYON SPRINGS RESORT, INC.
IN RE: CANYON SPRINGS RESORT, UNIT 4, ALL LOTS IN
BLOCK 34 AND ALL LOTS IN BLOCKS 40 THROUGH
53, INCLUSIVE.

DEED OF RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF COMAL § KNOWN TO ALL MEN BY THESE PRESENTS:

That CANYON SPRINGS RESORT, INC., a Corporation, setting herein by and through its corporate officers hereunto duly authorized, is owner and developer of the following described lands and premises in Comal County, Texas to-wit:

All lots in Block 34 and all lots in Blocks 40 through 53, inclusive, in Canyon Springs Resort, Unit 4, according to plat recorded in Volume 2, Page 1, of the Plat Records of Comal County, Texas.

Said land above described has been subdivided into residential lots and said map or plat above referred to is hereby incorporated herein and made a part hereof for all purposes. Grantor herein, as subdivider of said land hereby established the following restrictions as to the use of said property and the following building requirements affecting said property, to-wit:

1. CANYON SPRINGS RESORT is a privately owned property developed for MEMBERS only. Only members may own property and enjoy privileges thereof. Members are subject to approval by the Seller or his successors and assigns. Property owner's privileges shall include the use of all Canyon Springs Resort recreational facilities, subject, however, to the rules governing the use of each facility. Improper use of such facilities in any manner contrary to the rules governing same or any abuse of the privileges granted to property owners herein shall be grounds for revocation of membership privileges of any such offending property owner.
2. All tracts, parcels, lots and any resubdivisions thereof shall be used exclusively for residential purposes.
3. No building other than a single family residence containing not less than 600 square feet, or as shown hereafter, exclusive of breezeways, open porches, garages and carports, shall be constructed or erected on any residential lot; provided, however, the minimum square feet requirements on all lots in Block 40 and all lots numbered 1 through 20, inclusive, in Block 45, shall be 750 square feet; Lots 18 through 40, inclusive, in Block 34, all lots in Block 46, and Lots 1 through 18, inclusive, in Block

47, shall be 800 square feet; Lots 1 through 17, inclusive, in Block 34, and all lots in Blocks 41 through 44, inclusive, and Lots 19 through 44, inclusive, in Block 47, shall be 1000 square feet. The exterior of all building must be completed not later than six (6) months after laying foundations. Servants quarters, guest houses, barns and sheds may be constructed on the rear one-third of said lots after completion of permanent residence.

4. No building or structure of any kind may be moved on to the property, without the written consent of Grantor.
5. All structures shall be set back at least 30 feet from front property lines and 5 feet from side property lines except where setback lines are shown on the recorded plat in which cases the setback lines shall conform to those shown on said plat. On corner lots the setback shall be 10 feet from side property lines adjacent to street. Grantor may, however, in writing, permit variances in setback lines requirements in cases where lots are of unusual size or shape. All structures on Lots 1 through 31, inclusive, in Block 47 must face toward Lakeside Drive or Mountain Top Loop. Further, structures on Lots 1 through 18, inclusive, in Block 47, and on Lots 19 through 44, inclusive, in Block 47, may be no more than one story.
6. All building plans, specifications, plot plans and exterior designs must be approved by Grantor or assignees in writing before construction. Acceptable exterior construction shall be of masonry, new asbestos siding, painted aluminum siding, redwood siding or equal.
7. No building or structure shall be occupied until the exterior thereof is completely finished and if exterior is of wooden or aluminum siding it shall be painted with at least two coats of paint. No outside toilet shall be installed or maintained on any premises. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.
8. All fences shall be of a standard type approved by the Landscape Committee of Canyon Springs Resort, Inc.
9. No offensive, noxious, immoral or unlawful use shall be made of premises or any structure thereon.
10. All accepted Canyon Springs Resort property owners and members of their families shall have ingress and egress to the lake, boat ramps and to the park areas as shown on plats of Canyon Springs Resort, subject to rules and regulations of Grantor and its successors or assigns. All parks, lake, boat ramp, beach improvements and accessories to each shall be available for use to accepted property owners and their families at their own risk.
11. An assessment of \$1.50 per lot per month shall run against each lot in Canyon Springs Resort for membership in and for the maintenance of the private parks, beach areas and rights of way, according to rules and regulations of Grantor. Where one owner owns more than one (1) lot, there will be only one (1) assessment for such owner. Provided, however, that if such owner should sell one or more of his said lots to a party who theretofore did not own property in Canyon Springs Resort, then said lot or lots so transferred shall thereafter be subject to the assessment and to the lien herein provided. The assessment is hereby secured by a lien on each respective lot, and shall be payable to the Grantor in San Antonio, Texas, or to such other persons as Grantor may designate by instrument filed of record in the Office of

the County Clerk of Comal County, Texas. These payments shall be included with the usual monthly payments for the duration of this "Contract and Agreement." Thereafter, the assessment shall be payable yearly at the rate of \$18.00 per lot on May 1st, of each successive year.

12. No advertising or "For Sale" signs shall be erected on premises or structures thereon without approval of Grantor in writing. A Utility easement 5' on each side of all property lines is hereby reserved.
13. A water system may be made available to the property herein described by a contract with a private water company. If such a system is installed, it is understood that Buyers will be required to pay a reasonable meter charge and connection fee. Grantor shall in no way be responsible for water or the water system. Buyer shall not be required to connect onto any central water system if he has a state approved water well.
14. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
15. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Canyon Springs Resort, Inc., its successors and assigns, or any person or persons owning any real property situated in Canyon Springs Resort, and subject to those restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing or to recover damages for such violation.

EXECUTED on this the 26th day of February, 1968.

CANYON SPRINGS RESORT, INC.

By: William Seipel

ATTEST:

Wm. A. Seipel
Secretary

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Seipel, president of Canyon Springs Resort, Inc., a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office on this 26th day of February, A. D., 1968.

Alma Ruth Klaus
Notary Public in and for
Bexar County, Texas

Vol 161, Pages 583-584

The Deed Restrictions have been retyped for clarity and ease of transmitting online. The information provided is true and completed to the best of our knowledge. We disclaim any liability in connection with the use of this information. The users of this information are responsible for independently verifying any and all information. If you would like an official copy with signatures and stamps you will need the volume and page numbers listed for the section you need and then please visit:

**County Clerks Office
150 N. Seguin, Suite 101
New Braunfels, TX 78130
830-221-1230**

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UNIT V

245699

RESTRICTIVE COVENANTS

STATE OF TEXAS §

COUNT OF COMAL §

WHEREAS, UNITED LAND COMPANY, INC., a Texas corporation, is the owner of the hereinafter described real property, and as such owner, UNITED LAND COMPANY, INC., desires to and does impose the restrictions hereinafter described on the several lots as enumerated herein; and in order to evidence the same, this instrument is executed and delivered as of the date shown below:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That UNITED LAND COMPANY, INC., acting herein and hereunder by and through its duly authorized undersigned Officer, has by these presents imposed, and does by these presents impose all of the terms, provisions and conditions of Paragraphs 1 through 15, inclusive, of Exhibit A hereof, which Exhibit A consists of one page (front and reverse side). The several terms, provisions, and conditions of Exhibit A constitute restrictive covenants as to the use and occupancy of the several lots in Canyon Springs Resort, Unit 5, as said lots are further enumerated herein. The several terms and provisions of Exhibit A shall run with the land as such land is described and enumerated below. The covenants shall become effective as of the date of this instrument.

The lots and/or land covered under said restrictive covenants are as follows:

Lot Nos. 1 through 6, inclusive, the eastern 15 feet of Lot 8, 9 through 13, inclusive, 40, 41, 43, 52, 52-A, and 53 through 58, inclusive, Block 67; 1 through 7, inclusive, 13 through 19, inclusive, Block 68; 2,4 through 11, inclusive, 14 through 23, inclusive, 31 through 33, inclusive, 36 through 38, inclusive, 44, 45, 47 and 48, Block 69; 12, 13, 16 through 20, inclusive, 20-A, 21 through 27, inclusive, 29 and 30, Block 70; 3 through 12, inclusive, 14 through 17, inclusive, and 26, Block 71; 3, 4, 12 through 18, inclusive, and 25 through 27, inclusive, Block 72; all of said lots and blocks being out of Canyon Springs Resort, Unit No. 5, a subdivision in Comal County, Texas, as shown by a map of plat thereof recorded in Comal County, Texas, as shown by a map or posterolateral thereof recorded in Volume 8, Pages 13-4, Maps and Plats, Comal County, Texas.

Executed on this the 27th day of June, 1984.

Post Office Box 2341
San Antonio, TX 78298

UNITED LAND COMPANY, INC.

By: William C. Reed
Its Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me, the undersigned authority, on the 27th day of June, 1984, by William C. Reed, Vice President, of UNITED LAND COMPANY, INC., a Texas corporation on behalf of said corporation.

AFTER RECORDING RETURN TO:

Mr. William C. Reed
United Land Company, Inc.
Post Office Box 2341
San Antonio, TX 78298

Beth Beitel
Notary Public, State of Texas

My commission expires: June 30, 19__

EXHIBIT A

RESTRICTIONS – UNITED LAND COMPANY, INC.

UNIT V

1. Property owner's privileges shall include the use of all Canyon Springs Resort recreational facilities, subject, however, to the rules governing the use of each facility. Improper use of such facilities in any manner contrary to the rules governing same or any abuse of the privileges granted to property owners herein shall be grounds for revocation of membership privileges of any such offending property owner.
2. All tracts, parcels, lots and any resubdivisions thereof, shall be used exclusively for residential purposes.
3. No building other than a single family residence containing not less than 600 square feet, or as shown hereafter, exclusive of breezeways, open porches, garages and carports, shall be constructed or erected on any residential lot. The exterior of all buildings must be completed not later than six (6) months after laying foundations. Servants quarters, guest houses, barns and sheds may be constructed on the rear one-third of said lots after completion of permanent residence.
4. No building or structure of any kind may be moved on to the property, without the written consent of Seller.
5. All structures shall be set back at least 30 feet from front property lines and 5 feet from side property lines except where setback lines are shown on the recorded plat in which cases the setback lines shall conform to those shown on said plat. On corner lots the setback shall be 10 feet from side property lines adjacent to street. Seller may, however, in writing, permit variances in setback lines requirements in cases where lots are of unusual size or shape.
6. All building plans, specifications, plot plans and exterior designs must be approved by Seller, or assignees, in writing before construction. Acceptable exterior construction shall be of masonry, new asbestos siding, painted aluminum siding, redwood siding or equal.
7. No building or structure shall be occupied until the exterior thereof is completely finished and if exterior is of wooden or aluminum siding it shall be painted with at least two coats of paint. No outside toilet shall be installed or maintained on any premises. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.
8. All fences shall be of a standard type approved by the Landscape Committee of United Land Company, Inc.
9. No offensive, noxious, immoral or unlawful use shall be made of premises or any structure thereon.
10. All Canyon Springs Resort property owners and members of their families shall have ingress and egress to the lake, boat ramps and to the park areas as shown on plats of Canyon Springs Resort, subject to rules and regulations of Seller and his successors or assigns. All parks, lakes, boat ramp, beach improvements and

accessories to each shall be available for use to property owners and their families at their own risk.

11. An assessment of \$1.50 per lot per month shall run against each lot in Canyon Springs Resort for membership in and for the maintenance of the private parks, beach areas and rights of way, according to rules and regulations of Seller. Where one owner owns more than one (1) lot, there will be only one (1) assessment for such owner. Provided, however, that if such owner should sell one or more of his said lots to a party who theretofore did not own property in Canyon Springs Resort, then said lot or lots so transferred shall thereafter be subject to the assessment and to the lien herein provided. The assessment is hereby secured by a lien on each respective lot, and shall be payable to the Seller in San Antonio, Texas, or to such other persons as Seller may designate by instrument filed of record in the Office of the County Clerk of Comal County, Texas. These payments shall be included with the usual monthly payments for the duration of this "Contract and Agreement". Thereafter, the assessment shall be payable yearly at the rate of \$18.00 per lot on May 1st, of each successive year.
12. No advertising or "For Sale" signs shall be erected on premises or structures thereon without approval of Seller in writing. A Utility easement 5' on each side of all property lines is hereby reserved.
13. A water system is available to the property herein described by a contract with a private water company. It is understood that Buyers will be required to pay a reasonable meter charge and connection fee. Seller shall in no way be responsible for water or the water system. Buyer shall not be required to connect onto any central water system if he has a State approved water well.
14. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
15. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for United Land Company, Inc., its successors and assigns, or any person or persons owning any real property situated in Canyon Springs Resort, and subject to those restrictions, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing or to recover damages for such violation.

This Exhibit A is an integral part and portion of an imposition of Restrictive Covenants on land as described on that instrument attached hereto.

June 27, 1984

UNITED LAND COMPANY, INC.

By: William C. Reed
Its Vice President

UNIT V

260331

AMENDMENT TO RESTRICTIONS

United Land Company, Inc. here amends the Restrictive Covenants as set forth in that instrument dated June 27, 1984, recorded in Volume 396, Pages 487-488, Official Public Records of Real Property of Comal County, Texas.

The restrictions are amended so as to include, in addition to the property described in said instrument, the following lots:

Lots 1, 3, and 13, Block 71, Canyon Springs Resort, Unit No. 5, a subdivision in Comal County, Texas, as shown by map of posterolateral thereof recorded in Volume 396, Pages 485-487, Official Public Records of Real Property of Comal County, Texas.

Save and except as amended by this instrument, the said Restrictive Covenants are hereby ratified, adopted, and confirmed.

Executed on this the 12th day of March, 1985; effective as of June 27, 1984.

UNITED LAND COMPANY, INC.
a Texas Corporation

By: William C. Reed
Vice President

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me, the undersigned authority, on the 12th day of March, 1985, by William C. Reed, Vice-President of United Land Company, Inc., a Texas corporation, on behalf of said corporation.

Beth Beitel
Notary Public, State of Texas

My Commission Expires: June 30, 1988

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The Deed Restrictions have been retyped for clarity and ease of transmitting online. The information provided is true and completed to the best of our knowledge. We disclaim any liability in connection with the use of this information. The users of this information are responsible for independently

verifying any and all information. If you would like an official copy with signatures and stamps you will need the volume and page numbers listed for the section you need and then please visit:

**County Clerks Office
150 N. Seguin, Suite 101
New Braunfels, TX 78130
830-221-1230**

There is a small fee to get these copies from their office.