

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., 817.05 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. 38' W., approximately 310 feet to angle point,

N. 9 deg. 22' E., 431.50 feet to angle point,

N. 10 deg. 31' 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' E., 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 described has been subdivided into residential lots and into lots reserved for other purposes and a map or 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 thereof. Members are subject to approval by the Seller or 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 I, 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, fibre-glass 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. All lots with permanent trailer installations must have an enclosed store-room 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.
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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 structures 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, 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.

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 judgment 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

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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

President

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 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 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.

ALMA RUTH KLAUS
Notary Public, Bexar County, Texas

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Filed for Record September 20, A. D. 1960, at 4:05 o'clock P. M.,
Recorded September 21, A. D. 1960, at 11:05 o'clock A. M.,
By Willie Mae Michert, OTTO RÖHDE
Deputy. County Clerk, Comal County, Texas.

UNOFFICIAL