

NO. 83351 - DEED OF RESTRICTIONS, IN RE: CANYON SPRINGS RESORT. CANYON SPRINGS
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 map or plat recorded
in Volume 2, page 6, of 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 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 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 setback 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 structures 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 Seller and his 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 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. If such a system is installed, 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 Paragraphs 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 1C, 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.

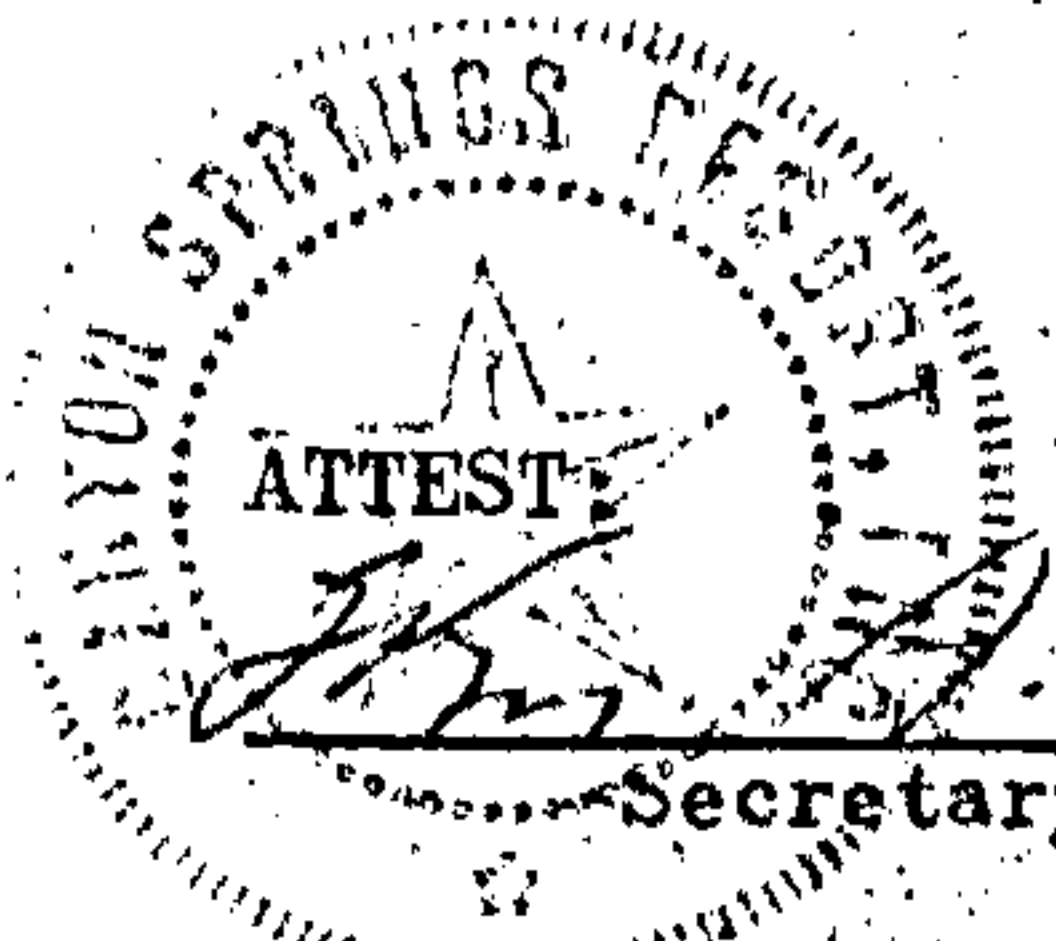
15. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. If the parties hereto, their heirs, successors or assigns, shall

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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.



Secretary

CANYON SPRINGS RESORT, INC.

By: Wm. Seipel

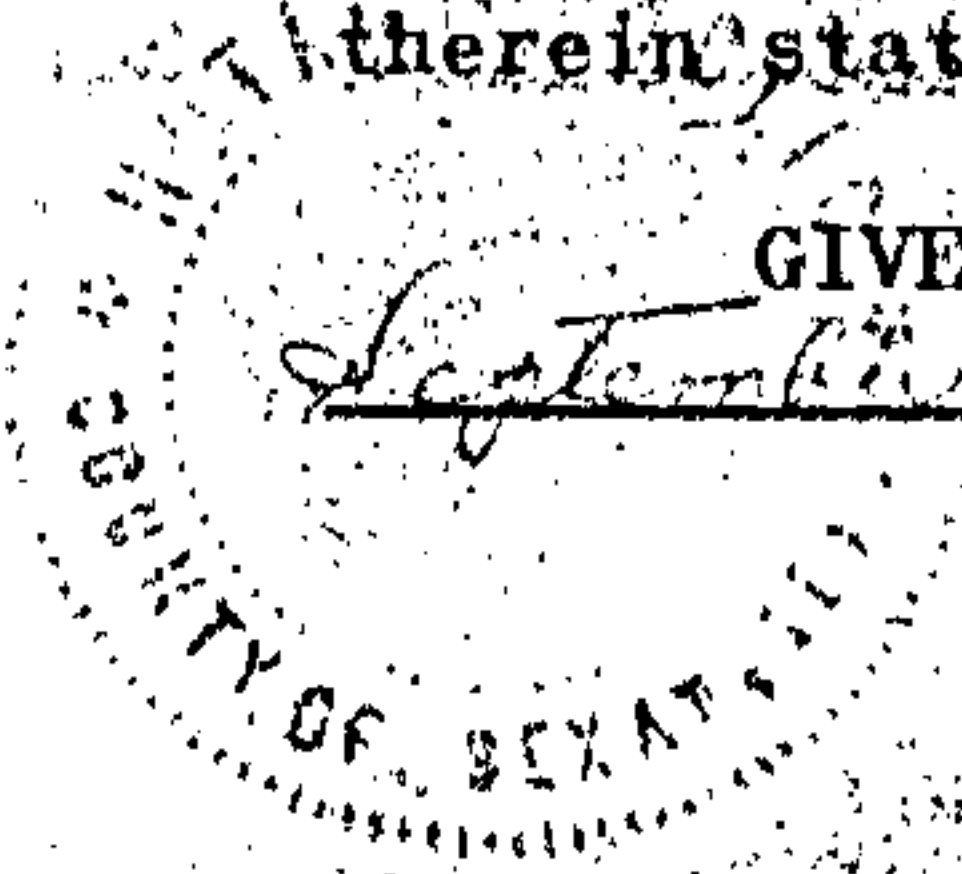
President

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.

ALMA RUTH KLAUS
Notary Public, Bexar County, Texas

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Filed for Record Sept. 27, A. D. 19 66, at 2:30 o'clock P. M.,

Recorded Sept 28, A. D. 19 66, at 1:10 o'clock P. M.,

By Ruth E. W. Grimaldo
Deputy.

Gene S. Neuh
County Clerk, Comal County, Texas.