

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 | 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:

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 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.

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 foot 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 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 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 line 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 Department 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 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 shall 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 judgment 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

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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: [Signature]
President

ATTEST:

[Signature]
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.

ALMA RUTH KLAUS
Notary Public, Bexar County, Texas

Filed for Record March 5, A. D. 1968, at 9:30 o'clock A. M.,
Recorded March 5, A. D. 1968, at 2:00 o'clock P. M.,
By Ruth W. Grimaldo, Deputy, Frederick H. Ruhn, County Clerk, Comal County, Texas.