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VOL 396 PAGE 485
FILED FOR RECORD

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RESTRICTIVE COVENANTSSTATE OF TEXAS §
COUNTY OF COMAL §

COUNTY OF COMAL

BY Charlene Nolte
#7.00Pd.

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 or plat thereof recorded in Volume 8, Pages 13-14, 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 ACKNOWLEDGMENT

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

Bill Butts
Notary Public, State of Texas

My commission expires: June 30, 1984

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 set back shall be 10 feet from side property lines adjacent to street. Seller may, however, in writing, permit variances in setback line 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 all property owners and their families at their own risk.

(See Reverse Side)

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.

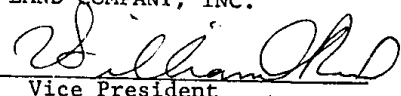
14. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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 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: 

Its Vice President

47.00.00