

# **Unit 1 of Canyon Lake Mobile Home Estates Deed Restrictions**

No. 75150

RESTRICTIONS OF CANYON LAKE MOBILE HOME ESTATES, UNIT 1  
C. F. STEVENS, ET AL, TO THE PUBLIC.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COMAL

That C. F. STEVENS, owner of CANYON LAKE MOBILE HOME ETATES, a subdivision in Comal County, Texas as shown on a plat recorded in Vol. 1, page 93, Map and Plat Records of Comal County, Texas, joined herein by LAKECROFT BEACH ESTATES, INC., a private Texas corporation, acting herein by and through its duly authorized officers, do hereby impress all of the property included in such subdivision with the following restrictions:

1. All lots shall be used solely for residential purposes, except lots designated for business purposes; provided, however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration; and provided further the Owners expressly reserve the right until January 1, 1970, to vary the use of any property notwithstanding the above restrictions, should Owners, in their sole judgment, deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variances by the Owners shall be specifically stated in both the contract of sale and in the Owner's deed conveying said lot or lots.
2. Lots designated as business may be used either for residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Owners, their successors, assigns or designees. No lot may be subdivided unless written approval is given by the Owners, their assignees or designees.
3. No building other than a single family residence containing not less than 600 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in Canyon Lake Mobile Home Estates, and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations, and no structures of any kind may be moved on to the property except mobile homes, which must be approved in writing by the Owners. No more than one mobile home will be permitted per each lot. Servants quarters and guest houses may be constructed on the rear One-third of said lots after completion of permanent residence.

4. No improvements shall be erected or constructed on any lot in Canyon Lake Mobile Home Estates nearer than 30 feet to the front property line, nor nearer than 5 feet to the side property line, except that in the case of corner lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.
5. Motels and tourist courts shall be deemed to be a business use.
6. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Owners or such nominee or nominees as they may be designated in writing. To preserve the value and beauty of Canyon Lake Mobile Home Estates no trees on the above described property shall be cut down or destroyed without Owner's prior written approval.
7. No advertising or "For Sale" signs shall be erected on Canyon Lake Mobile Home Estates without written approval of Owners.
8. No building or structures shall be occupied or used until the exterior is completely finished with not less than 2 coats of paint. No outside toilet shall be installed or maintained on any premises, and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Owners and the local Department of Health. No removal of trees no excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Owners.
9. Lakecroft Beach Estates, Inc. is the owner of a subdivision known as Canyon Lake Hills in Comal County, Texas. All property owners in Canyon Lake Mobile Homes Estates may have access to the parks and recreational areas of Canyon Lake Hills, if space is available and providing such owners shall be approved in writing by Lakecroft Beach Estates, Inc., and shall execute an agreement providing for an assessment of \$2.00 per month per lot owner, a lien securing the payment of said assessment, and such other terms as Lakecroft Beach Estates, Inc., may prescribe.
10. No part of the said premises shall be used or occupied by any person or persons unless such persons or persons shall be approved for membership in the Canyon Lake Mobile Home Estates Colony Club, should the club be established; provided, however, that the terms of this paragraph are made expressly subject to the provisions of Paragraph 9 immediately above.
11. Subject to the terms of Paragraph 9 hereinabove set out, all the approved members of the Canyon Lake Mobile Home Estates Colony Club, should such

club be established, and their families shall have ingress and egress to the lake, park, and recreational areas, etc., shown on the plat of Canyon Lake Hills, subject to rules and regulations of Lakecroft Beach Estates, Inc., but all others must have written approval of said Lakecroft Beach Estates, Inc. The lake, park and recreational areas, etc. shall be available for use to the approved members, their families and their guests, at their own risk. The use of the lake and easement areas is also subject to the rules and regulations as set forth by the Army Corps of Engineers, etc.

12. It is expressly understood that the Owners do not make any representation as to the water level to be maintained in the lake to be created by the construction of Canyon Lake Dam, which water level will vary from time to time.
13. No noxious, offensive, unlawful or immoral use shall be made of the premises.
14. All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.
15. The Owners reserve to themselves, their successors and assigns, an easement or right of way over a strip along the side, front and rear boundary lines of the lot or lots conveyed, for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephones, drainage and sewerage and any appurtenance to the supply lines therefore, including the right to remove or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Owners to supply such services.
16. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
17. This agreement is made subject to the approval of the Purchaser for membership in the Canyon Lake Mobile Homes Estates Colony Club, should such club be established, and in case the Purchaser is not approved for such membership, then the Owners will return to the Purchaser the monies paid by said Purchaser on this agreement, and this agreement shall end and terminate without liability to any of said parties.
18. That an assessment, for the purpose of bringing water to each lot, of \$2.50 per foot for frontage along the front property line, shall run against each lot and part thereof in said subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured by Owners, their successors or assigns, shall construct a water main in the street and/or easement running by said lot or tract, and water is made available to same, said assessment aforesaid shall

become due and payable to Owners, their successors and assigns, in San Antonio, Texas at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment.

19. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.
20. No animals, such as hogs or goats of any kind, shall be raised, bred or kept on any tract or tracts, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

EXECUTED this 15<sup>th</sup> day of September 1964.

C. F. Stevens  
LAKECROFT BEACH ESTATES, INC.  
By: David Miller, President

Notarized and Attested.

Filed in the County of Bexar, Notarized by Notary Public, L. H. Moore on the 16<sup>th</sup> day of November 1964 and Notary Public, Patsy A. Dittfurth on the 15<sup>th</sup> day of September 1964. Filed for record on the 18<sup>th</sup> day of September 1964 in Comal County, Texas, Vol. 140, page 445.