

Unit 5 Canyon Lake Mobile Home Estates Deed Restrictions

No. 124233

RESTRCTIONS OF CANYON LAKE MOBILE HOME ESTATES

UNIT FIVE

C.F. STEVENS, ET AL., TO THE PUBLIC

THE STATE OF TEXAS

KNOW ALL MEN BT THESE PRESENTS

COUNTY OF COMAL

That C. F. Stevens, owner of CANYON LAKE MOBILE HOME ESTATES, UNIT FIVE, a subdivision in Comal County, Texas as shown on a plat recorded in Vol.4, pages 58-59, Map and Plat Records of Comal County, Texas, joined herein by MELLIE PEGG and wife, LINNEA PEGG, as Lienholders, do hereby impress all of the property included is 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 that the Seller expressly reserves the right until January 1, 1975, to vary the use of any property notwithstanding the above restrictions, should Seller in its sole judgment deems it in the best interest 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 Seller shall be specifically stated in both the contract of sale and in the Seller's deed conveying said lot or lots.
2. Lots designated as business may be used 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 Seller, his successors, assigns or designees. No lot may be subdivided unless written approval is given by the Seller, his 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 or 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 by the Seller. No more than one mobile home will be permitted on each lot. Mobile homes may have Cabana rooms, patios, store rooms and porches built and attached permanently thereto. Carports, garages, boat houses and storage rooms may be built separately using setback from property line, the same as building setbacks as outlined in paragraph 4.

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 side property line 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 Seller or by such nominee or nominees as it may designate in writing to preserve the value and beauty of Canyon Lake Mobile Home Estates.
7. No advertising or "For Sale" signs shall be erected on Canyon Lake Home Estates without written approval of Seller.
8. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two 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.
9. An assessment of \$2.00 per month per lot owner (which may be paid monthly, semi-monthly, or annually) shall be run against each lot in said subdivision for the maintenance of the park, swimming pool and recreational area, and operating cost according to the rules and regulations of Seller, if and when the above facilities become available. The decision of the Seller, its nominees or consignee, with respect to the use and expenditure of such funds shall be conclusive and the Purchaser shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each lot respectively, and shall be payable to the Seller, on the first day of June each year, or to such other persons as Seller may designate. In cases 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 therefore did not own property in Canyon Lake Mobile Home Estates Unit No. 5 and additional units added hereto, then said lot or lots so transferred shall thereafter be subject to the lien provided for in covenant 9, and providing further that in the event that one owner owns more than one lot and is renting or leasing at least one of such lots, then and in such event said owner shall not only be responsible for this assessment as to one of the lots he owns, but also he should be responsible for this assessment as to all lots which are being rented or leased to others. The title in fee simple to land designated as park and recreational areas, etc. is to be retained by the Seller, its successors, or assigns,

and the Purchaser, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park and recreational areas, etc. is subject to the approval of the user by the Seller, its successors, or assigns, rules and regulations now in force or which may from time to time be made by the Seller, its successors or assigns and shall be binding upon the Purchaser, his successors, or assigns. Park, swimming pool and recreational area shall be available to approved members, their families and guests at their own risk.

10. No part of the said premises shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the Canyon Lake Mobile Home Estates Colony Club should such club be established.
11. No noxious, offensive, unlawful or immoral use shall be made of the premises.
12. 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.
13. The Seller reserves to itself, its 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 hereby conveyed, for the purpose of installations or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefore, including the right to remove and/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 Seller to supply such services.
14. All Lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
15. This contract is subject to royalty deed conveying a one-sixteenth (1/16) interest in all of the oil, gas, and other minerals of every kind that may be produced from the land hereby conveyed.
16. This agreement is not assignable without the written consent of Seller.
17. This agreement is made subject to the approval of the Purchaser for membership in the Canyon Lake Mobile Home Estates Colony Club should such club be established and in case the Purchaser is not approved for such membership, then the Seller will return to the Purchaser the monies paid by said Purchaser on this agreement and this agreement shall end and terminate without liability to either party.
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

19. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise effect any of the other provisions which shall remain in full force and effect.
20. No animals as hogs, goats, horses or poultry 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.

NOTARIZED AND ENTERED IN VOL 206, PAGE 235-238 IN THE COMAL COUNTY, TEXAS RECORDS ON MAY 15, 1973.