

AMENDMENT

ARTICLE XI

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These By-Laws, and or Deed Restrictions mentioned in Article II., may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

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"The Canyon Lake Forest Deed Restrictions are amended as written and attached to these By-laws.

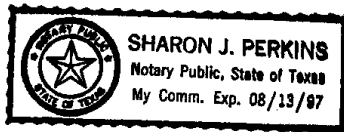
This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners' Association on June 7, 1997.

The undersigned President of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws of said corporation amended at the meeting of the members and Board of Directors held on June 7, 1997.

Brady A. Thompson
BRADY A. THOMPSON, President

THE STATE OF TEXAS)
COUNTY OF COMAL)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRADY A. THOMPSON, who having been sworn, states that this document amends the present Deed Restrictions of the Canyon Lake Forest Property Owners' Association, a Texas Non-Profit Corporation.



Sharon J. Perkins
Notary
SHARON J. PERKINS

AMENDMENT

ARTICLE XI

S/C

These Deed Restrictions mentioned in Article XI. of the Canyon Lake Forest Property Owners' Association By-Laws, may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

"The Canyon Lake Forest Deed Restrictions are amended as written and attached to these By-Laws.

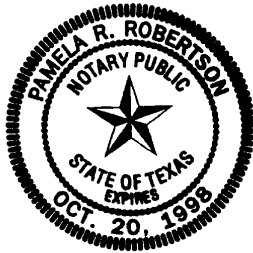
This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners' Association on June 6, 1998.

The undersigned President of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws and Deed Restrictions of said corporation amended at the meeting of the members and Board of Directors held on June 6, 1998.

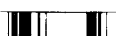
Brady A. Thompson
BRADY A. THOMPSON, President

THE STATE OF TEXAS)
COUNTY OF COMAL)

BEFORE ME, the undersigned, a Notary Public in and for said County and State. on this day personally appeared Brady A. Thompson, who having been sworn, states that this document amends the present Deed Restrictions of the Canyon Lake Forest Property Owners' Association, a Texas Non-Profit Corporation.



Pamela R. Robertson
Notary
PAMELA R. ROBERTSON



AMENDMENT

ARTICLE XI

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Doc# 9906017539

These By-Laws, and or Deed Restrictions mentioned in Article II, may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

"The Canyon Lake Forest By-Laws are amended as written."

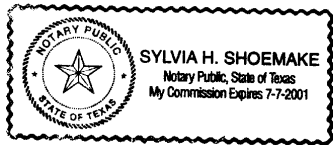
This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners' Association on June 5, 1999.

The undersigned President of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERSS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws of said corporation amended at the meeting of the members and Board of Directors held on June 5, 1999.

Phyllis W. Smith
Phyllis W. Smith

THE STATE OF TEXAS)
COUNTY OF COMAL)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, who having been sworn, states that this document amends the present Deed Restrictions of the CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation.



Sylvia H. Shoemaker
Notary

AFFIDAVIT PERTAINING TO RESTRICTIONS

THE STATE OF TEXAS

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COUNTY OF COMAL

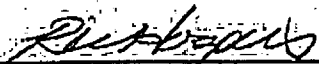
BEFORE ME, the undersigned authority, personally appeared BOB HOSPERS, President of Canyon Lake Forest Property Owners Association, who upon oath deposed and stated:

"My name is BOB HOSPERS; I am over twenty-one (21) years of age. I have personal knowledge of the facts set forth below and they are true and correct. I am fully competent to testify to the matters stated herein.

This affidavit is being filed to put everyone on notice that the Amendment to the Canyon Lake Forest Deed Restrictions that was filed under Clerk's File Numbers: 9706015198 and 9806014719, is void and unenforceable.

Further Affiant sayeth not."

On the 16th day of AUGUST, 2017.



BOB HOSPERS, President of
Canyon Lake Forest Property Owners
Association

AMENDMENT TO THE BYLAWS OF CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COMAL §

This is the Amendment to the Bylaws of Canyon Lake Forest Property Owners Association (the "Amendment").

WHEREAS, a certain instrument titled By-laws of Canyon Lake Forest Property Owners Association was recorded and filed Document number 9706015197 on July 25, 1997.

WHEREAS, a certain instrument titled Bylaws of Canyon Lake Forest Property Owners Association ("By-Laws") was recorded and filed in the Official Public Records of Real Property of Comal County, Texas, Doc. No. 9906017539 on July 2, 1999.

WHEREAS, a majority of the Members present at the Annual Meeting approved this Amendment.

NOW, THEREFORE, the Bylaws of Canyon Lake Forest Property Owners Association are amended as follows:

ARTICLE V

The annual meeting of members of the corporation shall be held on the second Saturday in June in each year. Written, printed or electronic notices setting the place and time of the meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, or via electronic notification if the member has so elected, at the direction of the President or the Secretary, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon, or being delivered electronically to the members agreed upon listed email address.

Special meetings of the members may be called by either the president, the Board of Directors, or by written petition filed with the Board of Directors signed by not less than one-tenth (1/10th) of the total membership. Written, printed or electronic notices setting the place and time of the meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, or via electronic notification if the member has so elected, at the direction of the President or the Secretary, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon, or being delivered electronically to the members agreed upon listed email address.

ARTICLE VIII

It is the intent and purpose of the corporation to expend funds for the general benefit of all property owners in the three Subdivisions above described in compliance with and pursuant to the restrictions adopted in connection with the sale of property in said Subdivisions. Within the guidelines of these Bylaws, the Articles of Incorporation of the corporation, and the aforesaid restrictive covenants affecting property in the said Subdivisions, the Board of Directors shall be authorized to expend funds of the corporation on Pool/Park & Community Center including Taxes, Insurance, Supplies, Maintenance, and Pool Attendants as shall qualify under said guidelines for the benefit of all property owners in said Subdivisions. During any fiscal year no more than 20% of the annual assessment fees collected during the previous fiscal year may be expended on other projects without approval of a majority of the members in attendance at a called meeting.

ARTICLE X

The annual property maintenance assessment of Twenty-four Dollars (\$24.00) per member shall be due and payable in advance on or before July 1st of each year. The Board of Directors reserves the right to assess a voluntary special operational assessment to operate and maintain the POA's facilities. This assessment will be based on a twelve-month budget approved by vote of the majority of members at each annual meeting. The assessment per member will be the budget divided by the total number of members and shall be due and payable in advance on or before July 1st of each year. A member who owns multiple lots will be considered a single member for assessment purposes.

The Board of Directors shall be authorized to levy and collect user fees for the use of corporation property or in the case where services are rendered.

ARTICLE XI

These Bylaws may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

ANNUAL MTX FEE ASSESSMENT BILLING

The annual MTX assessment billing will be mailed/emailed out after the annual meeting and will be due July 1st.

All other Articles in the Bylaws that are not referred to in this Amendment are still in effect.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, personally appeared BOB HOSPERS, President of Canyon Lake Forest Property Owners Association, who upon oath deposed and stated:

“My name is BOB HOSPERS. I am over twenty-one (21) years of age. I have personal knowledge of the facts set forth below and they are true and correct. I am fully competent to testify to the matters stated herein.

On or about June 9, 2018, a majority of the members present at the Annual Meeting approved and adopted the Amendment to the Bylaws of Canyon Lake Forest Property Owners Association. I am filing this Affidavit stating that a true and correct copy of the Amendment to the Bylaws of Canyon Lake Forest Property Owners Association is attached hereto.

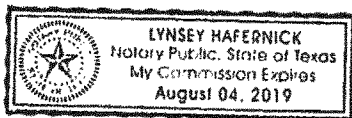
Further Affiant sayeth not.”

On the 22 day of JULY, 2018.

Bob Hospers
BOB HOSPERS, President of
Canyon Lake Forest Property
Owners Association

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

SUBSCRIBED AND SWORN TO before me on this 22nd day of July, 2018, by BOB HOSPERS, the President of Canyon Lake Forest Property Owners Association and he acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein stated.



Lynsey Hafernick
Notary Public in and for
The State of Texas

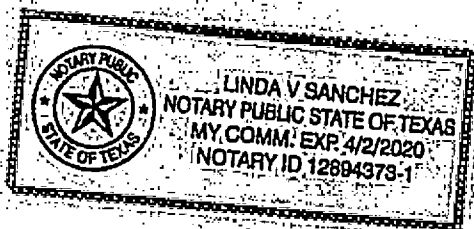
Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/23/2018 02:33:45 PM
CHRISTY 3 Pages(s)
201806028695



Bobbie Koepf

THE STATE OF TEXAS
COUNTY OF COMAL

SUBSCRIBED AND SWORN TO before me on this 16th day of August, 2017, by BOB HOSPERS, the President of Canyon Lake Forest Property Owners Association, and he acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein stated.



Linda V. Sanchez
Notary Public in and for
The State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/30/2017 08:41:32 AM
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Bobbie Koepp

BY-LAWS **Doc# 9906017539**
OF
CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION

ARTICLE I.

The name of this corporation is CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION.

ARTICLE II.

The purpose or purposes for which the corporation is organized are: to collect and to hold assessments collected from the property owners in Canyon Lake Forest, Unit No. 1; Canyon Lake Forest, Unit No. 2; and Canyon Lake Forest, Unit No. 3, Subdivisions in Comal County, Texas, as provided in the Deed restrictions applicable to property in said Subdivisions, and to disburse these funds as and when necessary to comply with the usage thereof as designated in said Deed restrictions, and to take over and stand in the shoes of the original subdivider of said Subdivisions with reference to any act or thing necessary in connection with providing maintenance and preservation of the appearance of the public areas in said Sub-divisions as contemplated and provided for in the Deed restrictions aforesaid. Furthermore it shall be the purpose of the corporation to own and maintain the non-residential, non-commercial properties and areas within said Subdivisions dedicated for the general use and benefit of property owners therein. The operations aforesaid are to be exclusively limited to the type of operations contemplated by Section 501 (c) (4) of the Internal Revenue Code.

ARTICLE III.

Membership in the corporation shall be composed of all persons now or hereafter owning property in Canyon Lake Forest, Unit No. 1; Canyon Lake Forest, Unit No. 2; and Canyon Lake Forest, Unit No. 3; Subdivisions in Comal County, Texas, according to Plats thereof recorded in the Map and Plat Records of Comal County, Texas. For the purpose of these By-Laws a "member" is defined as follows:

(a) Every lot owner (whether one or more, a natural person, or otherwise) owning fee simple title and/or a contract to acquire fee simple title, and required by contract, deed, or other restriction or lien to pay the full property maintenance assessment set out in any of the covenants and restrictions of record affecting the title to property in said Subdivisions.

(b) If more than one owner has a fee simple interest and/or a contract to acquire a fee simple interest in any one lot, it is specifically provided that such multiple owners are considered as a unit to be one member.

Each member shall, regardless of the number of lots owned, have the right to cast one vote per Director for the election of Directors and one vote in the determination of any other matters properly presented to the membership of the corporation

ARTICLE IV.

The initial membership of the corporation shall be determined by the initial Board of Directors who shall prepare a membership list, placing thereon members as defined in Article III hereof. Thereafter, memberships may be transferred only upon the books of the corporation upon submission to the Secretary of evidence of the transfer of property in the aforesaid Subdivisions.

ARTICLE V.

The annual meeting of members of the corporation shall be held on the 1st Saturday of June in each year. Written or printed notices setting the place and time of the meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, at the direction of the President or the Secretary, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon. The members present at said annual meeting shall constitute a quorum for the transaction of business at such meeting.

Special meetings of the members may be called by either the President, the Board of Directors, or by written petition filed with the Board of Directors signed by not less than one-tenth (1/10th) of the total membership. Written or printed notices setting forth the place, time, and purpose of a special meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon. The members present at a special meeting shall constitute a quorum for the transaction of business at such meeting.

ARTICLE VI.

The management of the corporation shall be vested in a Board of Directors composed of seven (7) persons. Each person on the Board of Directors shall be given a place number. Directors filling odd numbered places shall be elected by the members of the Association at the annual meeting of members on odd numbered years. Directors filling even numbered places shall be elected by the members of the Association at the annual meeting of members on even numbered years. Three consecutive absences or a maximum of five absences within one year of any Director from the regular monthly meeting of the Board of Directors shall automatically serve as the resignation of that

Director and he may not be re-elected to fill the vacancy. Vacancies on the Board of Directors may be filled by the Board of Directors at any regular or called meeting of the Board and shall serve until the next annual meeting of members when the vacancy shall be filled by election of the members. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law immediately after and at the same place as the annual meeting of the members. Special meetings of the Board of Directors may be called by the President, or by the majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meetings of the Board, and the purpose or purposes for which the meeting is called, shall be delivered to each Director not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail. Such notice may be waived by any Director either before or after the meeting is held. Three (3) Directors shall constitute a quorum for the transaction of business by the Board of Directors at any such annual or special called meeting. No Director shall receive any compensation, but any actual out-of-pocket expenses incurred by the Director in pursuit of pre-approved business of the corporation shall be reimbursed to the Director. Any action required by law to be taken at a meeting of the Directors or any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all of the Directors.

ARTICLE VII.

The officers of the corporation shall be a President, one or more Vice Presidents, and a Secretary-Treasurer. Any two (2) or more offices may be held at the same time by the same person, provided that the President and Secretary may not be the same person. The officers of the corporation shall be chosen by the Directors. Whenever the office of an officer becomes vacant for any reason, the Board of Directors may elect a successor to fill the vacancy. The term of office of each officer shall expire at the annual meeting of the members, provided, however, the term of office of each officer shall continue until his or her successor shall have been elected and qualified. The Directors may, by resolution, prescribe the powers, authority and duties of the respective officers, and may from time to time extend, restrict, alter or abolish such powers, authority and duties.

ARTICLE VIII.

It is the intent and purpose of the corporation to expend funds for the general benefit of all property owners in the three Subdivisions above described in compliance with and pursuant to the restrictions adopted in connection with the sale of property in said Subdivisions. Within the guidelines of these By-Laws, the Articles of Incorporation of the corporation, and the aforesaid restrictive covenants affecting property in the said Subdivisions, the Board of Directors shall be authorized to expend funds of the corporation on Pool/Park & Community Center including Taxes, Insurance, Supplies, Maintenance, and Pool Attendants as shall qualify under said guidelines for the benefit of all property owners in said Subdivisions. During any fiscal year no more than 10% of the annual assessment fees collected during the previous fiscal year may be expended on

other projects without approval of a majority of the members in attendance at a called meeting.

ARTICLE IX.

The Board of Directors may provide for certificates evidencing membership in the corporation which shall be in such form as may be determined by the Board. Such certificates, if issued, shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All membership certificates so issued shall be sealed with the seal of the corporation. All certificates shall be numbered and shall be registered on the records of the corporation. If any such issued certificates shall become lost, mutilated or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine. If such certificates or membership shall be issued, a membership certificate must be surrendered to the Board of Directors before a membership may be transferred on the books of the corporation.

ARTICLE X.

The annual property maintenance assessment of Fifty Dollars (\$50.00) per member shall be due and payable in advance on or before June 1st of each year. In the event of nonpayment of said assessment, the non-paying member's voting rights shall be suspended until the assessment shall have been paid. The Board of Directors shall be authorized to take such action as the Board shall deem necessary to collect delinquent assessments, including the enforcement of any liens on real property the corporation may hold, or by any other reasonable collection procedure.

ARTICLE XI.

These By-Laws and/or Deed Restrictions may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

ARTICLE XII.

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of incorporation, or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Doc# 9906017539
Pages 5
Date: 7/2/99 1:05:48 PM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$17.00

Doc# 9906017539

CANYON LAKE FOREST

UNIT NO. 1, 2, & 3

As shown by map or plat of said subdivision duly recorded in the office of the County Clerk of Comal County, Texas, in Volume 167, Page 258-259, of Plat Records of Comal County, Texas reference to which is hereby made, approved and passed this 6th day of June, 1998.

This conveyance is subject, however, to the following restrictions, covenants, conditions, easements and reservations, which are a part of the consideration for the execution of this deed and which shall run with and burden the title to the property hereby conveyed and shall be binding upon the property owners, their heirs, successors and assigns:

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 Grantor expressly forbids dumping or maintaining junk yards on any lot. The Canyon Lake Forest Property Owners' Association will remove any such debris at the property owner's expense. To vary the use of any property notwithstanding the above restrictions, should Grantor (hereinafter, "Canyon Lake Forest Property Owners' Association Board of Directors," {"POA"}) in its sole judgment deem it in the best interests of the subdivision to grant such variance of variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of such variance by the "POA" shall be specifically stated in both the contract of sale and in the Grantor'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 "POA" his successors, assigns or designees. No lot may be subdivided unless written approval is given by the "POA" his assignees or designees. However, one house may be built on each one-half (1/2) acre tract and sold as such.

3. No building other than a single family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in Canyon Lake Forest 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 house trailers of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence. Recreation vehicles may be parked on the owner's property; however, it is expressly forbidden that the vehicles be utilized as living quarters.

4. No building or structure shall be erected or constructed on any lot in Canyon Lake Forest nearer than 30 feet to the front property line nor nearer than 5 feet to the side and rear property lines, except that in case of corner lots, no buildings or structures shall be erected or constructed within 10 feet of side property lines adjacent to streets. The 30 foot setback may be waived by the "POA" on a case by case basis.

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, lot plans, external designs, and structure height have been presented to and approved by the Board. No structure will be considered if it completely blocks the view of the lake of an existing home. Building permits will be issued and must be displayed at the construction site after being approved in writing by the "POA" or by such nominee or nominees as it may designate in writing. To preserve the value and beauty of Canyon Lake Forest, no trees, except cedar, on the above described property shall be cut down without prior written approval of the "POA".

7. No commercial advertising signs, except real estate signs designating that a property is for sale, shall be erected in Canyon Lake Forest without written permission of the "POA".

8. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than one coat of paint. No outside toilet shall be installed or maintained on any premise 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 "POA" and the local Department of Health. No removal of trees nor excavation of any other materials other than for land-scaping, construction of buildings, driveways, etc., will be permitted without the written permission of "POA".

9. An assessment of \$50.00 per year per property owner, (which shall be paid annually), shall run against each lot in said subdivision for the use and maintenance of the parks and recreational areas, and operating costs according to rules and regulations of "POA". The decision of the "POA", its nominees or consignee with respect to the use and expenditure of such funds shall be conclusive and the individual property owners 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 "POA" in Comal County, Texas, on the first day of June of each year, commencing on June 1, 1983, or to such other persons as "POA" may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In cases where one owner owns more than one (1) lot, there will be solely 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 the Canyon Lake Forest, then said lot or lots so transferred shall thereafter be subject to the lien provided for in Covenant 9. The title in

fee simple to land designated as parks and recreational areas, etc., is to be retained by the "POA", its heirs, successors, executors, administrators or assigns, further agrees that the use of the parks and recreational areas, etc., is subject to the approval of the user by the "POA", its successors or assigns and shall be binding upon the individual property owner, his successors or assigns.

10. All approved members of the Canyon Lake Forest "POA" and their families shall have access to the park and recreational areas, etc., as shown on plats of Canyon Lake Forest, subject to rules and regulations of "POA". The park and recreational areas, etc., shall be available for use to approved members, their families, their guests, and approved members of the Canyon Lake Forest at their own risk. Use of the lake and easement area is also subject to the rules and regulations as set forth by the Army Corps of Engineers, etc.

11. It is expressly understood that the "POA" does not make any representation as to the water level to be maintained in the lake to be created by the construction of Canyon Lake or Dam, which water level will vary from time to time.

12. No noxious, offensive, unlawful or immoral use shall be made of any of the "POA" premises.

13. All covenants and restrictions shall be binding upon the property owner or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision. All non-working vehicles, non-working appliances, brush, trash and/or building materials that cause an unsightly appearance, will be promptly removed by the property owner.

14. The "POA" reserves the right 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 installation 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 "POA" to supply such services.

15. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

16. The original Grantor reserves unto itself, its successors and assigns, and excludes from this conveyance a one-sixteenth (1/16) nonparticipating royalty interest in all minerals of every kind that may be produced from the land hereby conveyed, same being one-half (1/2) of the usual one-eighth (1/8) landowner's royalty.

17. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

18. No swine, poultry, goats or sheep or livestock of any kind may be kept on any lot without the POA's written approval. This restriction does not apply to household pets.

Non-compliance with these deed restrictions may result in the filing of a law suit against the property owner. All Association costs of said law suit, including attorney's fees, will be assessed against the property owner.

To HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said "property Owners" and their heirs, successors and assigns of the "property owners" forever. The "POA" hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the "property owners" and unto the heirs, successors, assigns and legal representatives of the "property owners" against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Doc# 9806014719
Pages: 5
Date : 06-22-1998
Time : 10:47:16 A.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK
Rec. \$ 15.00

DOC# 9806014719

C/6

AMENDMENT

ARTICLE XI

These Deed Restrictions mentioned in Article XI of the Canyon Lake Forest Property Owners' Association By-Laws, may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

"The Canyon Lake Forest Deed Restrictions are amended as written and attached to these By-laws.

This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners' Association on June 7, 1997.

The undersigned President of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws and Deed Restrictions of said corporation amended at the meeting of the members and Board of Directors held on June 7, 1997.

Brady A. Thompson
BRADY A. THOMPSON, President

THE STATE OF TEXAS)
COUNTY OF COMAL)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRADY A. THOMPSON, who having been sworn, states that this document amends the present Deed Restrictions of the Canyon Lake Forest Property Owners' Association, a Texas Non-Profit Corporation.

Sharon J. Perkins
Notary
SHARON J. PERKINS



AMENDMENT

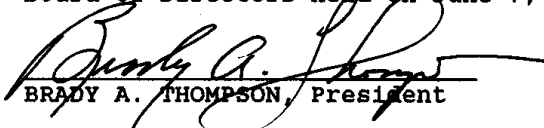
ARTICLE XI

These Deed Restrictions mentioned in Article XI of the Canyon Lake Forest Property Owners' Association By-Laws, may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

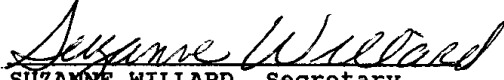
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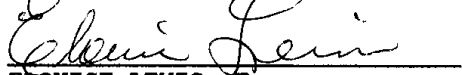
This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners' Association on June 7, 1997.


The undersigned President and members of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws and Deed Restrictions of said corporation amended at the meeting of the Board of Directors held on June 7, 1997.


BRADY A. THOMPSON, President

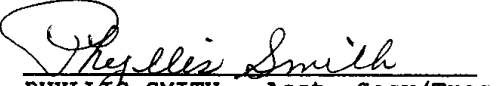

RAY SMITH, Vice President


SUZANNE WILLARD, Secretary


ELOUISE LEWIS, Treasurer


HANK STRATTON, Environmental


DOROTHY MULLINS, Public Info.


PHYLLIS SMITH, Asst. Secy/Tres.

UNIT NO. 1, 2, & 3

As shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of Comal County, Texas, in Volume 167, Page 258-259, of Plat Records of Comal County, Texas reference to which is hereby made, approved and passed this 7th day of June, 1997.

This conveyance is subject, however, to the following restrictions, covenants, conditions, easements and reservations, which are a part of the consideration for the execution of this deed and which shall run with and burden the title to the property hereby conveyed and shall be binding upon the property owners, their heirs, successors and assigns:

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 Grantor expressly forbids dumping or maintaining junk yards on any lot. The Canyon Lake Forest Property Owners' Association will remove any such debris at the property owner's expense. To vary the use of any property notwithstanding the above restrictions, should Grantor (hereinafter, "Canyon Lake Forest Property Owners' Association Board of Directors," ["POA"]) in its 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 such variance by the "POA" shall be specifically stated in both the contract of sale and in the Grantor'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 "POA," his successors, assigns or designees. No lot may be subdivided unless written approval is given by the "POA," his assignees or designees. However, one house may be built on each one-half (1/2) acre tract and sold as such.

3. No building other than a single family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in Canyon Lake Forest 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 house trailers or any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

Recreation vehicles may be parked on the owner's property; however, it is expressly forbidden that the vehicles be utilized as living quarters.

4. No building or structure shall be erected or constructed on any lot in Canyon Lake Forest nearer than 30 feet to the front property line nor nearer than 5 feet to the side and rear property lines, except that in case of corner lots, no buildings or structures shall be erected or constructed within 10 feet of side property lines adjacent to streets. The 30 foot setback may be waived by the "POA" on a case by case basis.

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, lot plans, external designs, and structure height have been presented to and approved by the Board. No structure will be considered if it completely blocks the view of the lake of an existing home. Building permits will be issued and must be displayed at the construction site after being approved in writing by the "POA" or by such nominee or nominees as it may designate in writing. To preserve the value and beauty of Canyon Lake Forest, no trees, except cedar, on the above described property shall be cut down without prior written approval of the "POA."

7. No commercial advertising signs, except real estate signs designating that a property is for sale, shall be erected in Canyon Lake Forest without written permission of the "POA."

8. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than one coat of paint. No outside toilet shall be installed or maintained on any premise 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 "POA" and the local Department of Health. No removal of trees nor excavation of any other materials other than for land-scaping, construction of buildings, driveways, etc., will be permitted without the written permission of "POA."

9. An assessment of \$24.00 per year per lot owner, (which shall be paid annually), shall run against each lot in said subdivision for the use and maintenance of the parks and recreational areas, and operating costs according to rules and regulations of "POA." The decision of the "POA," its nominees or consignee with respect to the use and expenditure of such funds shall be conclusive and the individual property owners 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 "POA" in Comal County, Texas, on the first day of June of each year, commencing on June 1, 1983, or to such other persons as "POA" may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In cases where one owner owns more than one (1) lot, there will be solely 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 the Canyon Lake Forest, then said lot or lots so transferred shall thereafter be subject to the lien provided for in Covenant 9. The title in fee simple to land designated as parks and recreational areas, etc., is to be retained by the "POA," its successors or assigns, and the individual property owner, his heirs, successors, executors, administrators or assigns, further agrees that the use of the parks and recreational areas, etc., is subject to the approval of the user by the "POA," its successors or assigns, rules or regulations now in force, or which may from time to time be made by the "POA," its successors or assigns and shall be binding upon the individual property owner, his successors or assigns.

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 Forest Colony Club (hereafter, Canyon Lake Forest Property Owners' Association "POA").

11. All approved members of the Canyon Lake Forest "POA" and their families shall have access to the park and recreational areas, etc., as shown on plats of Canyon Lake Forest, subject to rules and regulations of "POA" but all others must have written approval of said "POA." The park and recreational areas, etc., shall be available for use to approved members, their families, their guests, and approved members of the Canyon Lake Forest "POA" at their own risk. Use of the lake and easement area 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 "POA" does 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 any of the "POA" premises.

14. All covenants and restrictions shall be binding upon the property owner or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision. All non-working vehicles, non-working appliances, brush, trash and/or building materials that cause an unsightly appearance, will be promptly removed by the property owner.

15. The "POA" 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 installation or maintenance of utilities, including but not limited to, gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefor, 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 "POA" 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. The original Grantor reserves unto itself, its successors and assigns, and excludes from this conveyance a one-sixteenth (1/16) nonparticipating royalty interest in all minerals or every kind that may be produced from the land hereby conveyed, same being one-half (1/2) of the usual one-eighth (1/8) landowner's royalty.

18. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way shall affect any of the other provisions which shall remain in full force and effect.

19. No swine, poultry, goats or sheep or livestock of any kind may be kept on any lot without the POA's written approval. This restriction does not apply to household pets.

Non-compliance with these deed restrictions may result in the filing of a law suit against the property owner. All Association costs of said law suit, including attorney's fees, will be assessed against the property owner.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said "property owners" and the heirs, successors and assigns of the "property owners" forever. The "POA" hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the "property owners" and unto the heirs, successors, assigns and legal representatives of the "property owners" against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Doc# 9706015198
Pages: 6
Date : 07-25-1997
Time : 03:33:46 P.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK
Rec. \$ 19.00

DOC# 9706015198

AMENDMENT

ARTICLE XI

These By-Laws, and or Deed Restrictions mentioned in Article II., may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

"The Canyon Lake Forest Deed Restrictions are amended as written and attached to these By-laws.


This amendment was passed by a majority vote at the annual meeting or the Canyon Lake Forest Property Owners' Association on June 7, 1997.


The undersigned President and members of the Board of Directors, CANYON LAKE FOREST PROPERTY OWNERS' ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws of said corporation amended at the meeting of the Board of Directors held on June 7, 1997.

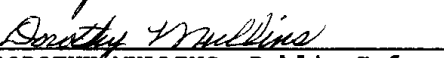

BRADY A. THOMPSON, President

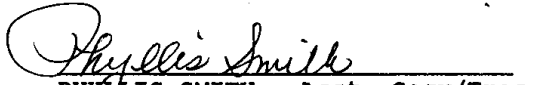

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DOROTHY MULLINS, Public Info.


PHYLLIS SMITH, Asst. Secy/Tres.

BY-LAWS
OF
CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION

ARTICLE I.

The name of this corporation is CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION.

ARTICLE II.

The purpose or purposes for which the corporation is organized are: to collect and to hold assessments collected from the property owners in Canyon Lake Forest, Unit No. 1; Canyon Lake Forest, Unit No. 2; and Canyon Lake Forest, Unit No. 3, Subdivisions in Comal County, Texas, as provided in the Deed restrictions applicable to property in said Subdivisions, and to disburse these funds as and when necessary to comply with the usage thereof as designated in said Deed restrictions, and to take over and stand in the shoes of the original subdivider of said Subdivisions with reference to any act or thing necessary in connection with providing maintenance and preservation of the appearance of the public areas in said Subdivisions as contemplated and provided for in the Deed restrictions aforesaid. Furthermore it shall be the purpose of the corporation to own and maintain the non-residential, non-commercial properties and areas within said Subdivisions dedicated for the general use and benefit of property owners therein. The operations aforesaid are to be exclusively limited to the type of operations contemplated by Section 501(c)(4) of the Internal Revenue Code.

ARTICLE III.

Membership in the corporation shall be composed of all persons now or hereafter owning property in Canyon Lake Forest, Unit No. 1; Canyon Lake Forest, Unit No. 2; and Canyon Lake Forest, Unit No. 3, Subdivisions in Comal County, Texas, according to Plats thereof recorded in the Map and Plat Records of Comal County, Texas. For the purpose of these By-Laws a "member" is defined as follows:

(a) Every lot owner (whether one or more, a natural person, or otherwise) owning fee simple title and/or a contract to acquire fee simple title, and required by contract, deed, or other restriction or lien to pay the full property maintenance assessment set out in any of the covenants and restrictions of record affecting the title to property in said Subdivisions.

(b) If more than one owner has a fee simple interest and/or a contract to acquire a fee simple interest in any one lot, it is specifically provided that such multiple owners are considered as a unit to be one member.

Each member shall, regardless of the number of lots owned, have the right to cast one vote per Director for the election of Directors

and one vote in the determination of any other matters properly presented to the membership of the corporation.

ARTICLE IV.

The initial membership of the corporation shall be determined by the initial Board of Directors who shall prepare a membership list, placing thereon members as defined in Article III hereof. Thereafter, memberships may be transferred only upon the books of the corporation upon submission to the Secretary of evidence of the transfer of property in the aforesaid Subdivisions.

ARTICLE V.

The annual meeting of members of the corporation shall be held on the 1st Saturday of June in each year. Written or printed notices setting the place and time of the meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, at the direction of the President or the Secretary, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon. The members present at said annual meeting shall constitute a quorum for the transaction of business at such meeting.

Special meetings of the members may be called by either the President, the Board of Directors, or by written petition filed with the Board of Directors signed by not less than one-tenth (1/10th) of the total membership. Written or printed notices setting forth the place, time, and purpose of a special meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, to each member, and such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the corporation, with postage paid thereon. The members present at a special meeting shall constitute a quorum for the transaction of business at such meeting.

ARTICLE VI.

The management of the corporation shall be vested in a Board of Directors composed of seven (7) persons. Each person on the Board of Directors shall be given a Place number. Directors filling odd numbered places shall be elected by the members of the Association at the annual meeting of members on odd numbered years. Directors filling even numbered places shall be elected by the members of the Association at the annual meeting of members on even numbered years. * Vacancies on the Board of Directors may be filled by the Board of Directors at any regular or called meeting of the Board and shall serve until the next annual meeting of members when the vacancy shall be filled by election of the members. A regular annual meeting of the Board of Directors shall be held without other

*See Amendment on
page -5-

notice than this By-Law immediately after and at the same place as the annual meeting of the members. Special meetings of the Board of Directors may be called by the President, or by the majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meetings of the Board, and the purpose or purposes for which the meeting is called, shall be delivered to each Director not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail. Such notice may be waived by any Director either before or after the meeting is held. Three (3) Directors shall constitute a quorum for the transaction of business by the Board of Directors at any such annual or special called meeting. No Director shall receive any compensation, but any actual out-of-pocket expenses incurred by the Director in pursuit of the business of the corporation shall be reimbursed to the Director. Any action required by law to be taken at a meeting of the Directors or any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all of the Directors.

ARTICLE VII.

The officers of the corporation shall be a President, one or more Vice Presidents, and a Secretary-Treasurer. Any two (2) or more offices may be held at the same time by the same person, provided that the President and Secretary may not be the same person. The officers of the corporation shall be chosen by the Directors. Whenever the office of an officer becomes vacant for any reason, the Board of Directors may elect a successor to fill the vacancy. The term of office of each officer shall expire at the annual meeting of the members, provided, however, the term of office of each officer shall continue until his or her successor shall have been elected and qualified. The Directors may, by resolution, prescribe the powers, authority and duties of the respective officers, and may from time to time extend, restrict, alter or abolish such powers, authority and duties.

ARTICLE VIII.

It is the intent and purpose of the corporation to expend funds for the general benefit of all property owners in the three Subdivisions above described in compliance with and pursuant to the restrictions adopted in connection with the sale of property in said Subdivisions. Within the guidelines of these By-Laws, the Articles of Incorporation of the corporation, and the aforesaid restrictive covenants affecting property in the said Subdivisions, the Board of Directors shall be authorized to expend funds of the corporation on such projects as shall qualify under said guidelines for the benefit of all property owners in said Subdivisions.

ARTICLE IX.

The Board of Directors may provide for certificates evidencing membership in the corporation which shall be in such form as may be

determined by the Board. Such certificates, if issued, shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All membership certificates so issued shall be sealed with the seal of the corporation. All certificates shall be numbered and shall be registered on the records of the corporation. If any such issued certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine. If such certificates or membership shall be issued, a membership certificate must be surrendered to the Board of Directors before a membership may be transferred on the books of the corporation.

ARTICLE X.

The annual property maintenance assessment of Twenty Four Dollars (\$24.00) per member shall be due and payable in advance on or before June 1st of each year. In the event of nonpayment of said assessment, the non-paying member's voting rights shall be suspended until the assessment shall have been paid. The Board of Directors shall be authorized to take such action as the Board shall deem necessary to collect delinquent assessments, including the enforcement of any liens on real property the corporation may hold, or by any other reasonable collection procedure.

ARTICLE XI.

These By-Laws may be altered, amended or repealed by vote of the majority of the members present at an annual meeting of the members or at a special meeting of the members called for such purpose.

ARTICLE XII.

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation, or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

* * * * *

The undersigned Secretary of CANYON LAKE FOREST PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, does hereby certify that the above and foregoing is the complete set of By-Laws of said corporation adopted at the meeting of the Board of Directors held on February 22, 1982.

Naomi R. Welty
NAOMI R. WELTY, Secretary

AMENDMENT TO ARTICLE VI OF THE BY-LAWS OF CANYON LAKE
FOREST PROPERTY OWNERS ASSOCIATION,

"Three consecutive absences or a maximum of five absences within one year of any Director from the regular monthly meeting of the Board of Directors shall automatically serve as the resignation of that Director and he may not be re-elected to fill the vacancy."

This amendment was passed by a majority vote at the annual meeting of the Canyon Lake Forest Property Owners Association, on June 4th 1983.

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Pages: 7
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JOY STREATER
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