

FILED
In the Office of the
Secretary of State of Texas

JAN 23 2006

**CERTIFICATE OF FORMATION
OF
THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC.**

Corporations Section

The undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the organizer of a corporation under the Texas Business Organization Code, hereby adopts the following Certificate of Formation for such corporation.

ARTICLE I.
ENTITY NAME AND TYPE

The filing entity being formed is a non-profit corporation. The name of the entity is The Enclave At Canyon Lake Community Association, Inc., hereinafter called the "Association."

ARTICLE II.
REGISTERED AGENT AND REGISTERED OFFICE

The initial registered agent is an individual resident of the State of Texas whose name is Johnnie R. Long. The business address of the registered agent and the registered office address is 801 N. Main, Boerne, Kendall County, Texas, 78006.

ARTICLE III.
MANAGEMENT

The management of the affairs of the corporation is vested in the Board of Directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Johnnie R. Long	801 N. Main Boerne, Texas 78006
Johnnie B. Long	801 N. Main Boerne, Texas 78006
Jason E. Long	801 N. Main Boerne, Texas 78006

ARTICLE IV.
MEMBERS

The nonprofit corporation shall have members. Every person or entity who is a record

Owner of a fee or undivided fee interest in any Lot, which by the Covenants of record is subject to assessment by the Association, shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association.

ARTICLE V.
PURPOSES

The nonprofit corporation is formed for the following purposes:

1. to promote the orderly development, improvement and use of approximately 184 acres to be known as The Enclave At Canyon Lake, a Planned Unit Development, to be platted in the Records of Plats of Comal County, Texas and any additional real property annexed to The Enclave At Canyon Lake, a Planned Unit Development by action of the Developer, its successors, or assigns, as described in any subsequent plat or plats filed in the Real Property Records of Comal County, Texas;
2. to preserve and maintain the orderly development, improvement and use of said land with the objective of enhancing the land value and establishing a desirable environment for owners and occupants of said land and improvements;
3. to establish and enforce architectural and landscaping controls of the lots and common areas within The Enclave At Canyon Lake, a Planned Unit Development;
4. to promote the health, safety and welfare of the owners and occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for these purposes to:
 - (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Covenants", applicable to the property and to be recorded in the Records of Comal County, Texas, and as the same may be amended from time to time as therein provided, said Covenants being incorporated herein as if set forth at length;
 - (b) enter into contracts and such other agreements necessary to perform or have performed such services as may be required to accomplish the herein stated purposes of the Association, so long as no pecuniary gain or profit is realized to any member or members;
 - (c) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Covenants; to pay all expenses in

connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for membership use or otherwise dispose of real or personal property in connection with the affairs of the Association;
 - (e) borrow money, and with the assent of the membership vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
 - (f) dedicate, sell or transfer all or any part of the Common Facilities (as that term is defined in the Covenants) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty percent (60%) of the membership vote, agreeing to such dedication, sale or transfer;
 - (g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Facilities; provided, that any such merger, consolidation or annexation shall have the assent of the membership;
 - (h) enter into contracts to maintain, expand, and reconstruct improvements within the boundary of the Association's Common Facilities and to allocate the cost for such activities to the owners of Lots within The Enclave At Canyon Lake, a Planned Unit Development on an equal basis, which maintenance, expansion, and reconstruction shall include, but not be limited to repair, maintenance and landscaping of streets, utilities, entryway, and other Common Facilities; and
5. any other lawful purpose or purposes not expressly prohibited under chapters 2 and 22 of the Texas Business Organization Code, including any purpose described by section 2.002 of the Code.

ARTICLE VI.
MANNER OF DISTRIBUTION

After all liabilities and obligations of the corporation in the process of winding up are paid, satisfied, and discharged in accordance with Chapter 11 of the Texas Business Organization Code, the property of the corporation shall be applied and distributed in accordance with Section 22.304 of the Code.

ARTICLE VII.
DURATION

The duration of the corporation shall be perpetual.

ARTICLE VIII.
AMENDMENT

Amendment to this Certificate of Formation shall require the assent of two-thirds (2/3) of the entire membership vote.

ARTICLE IX.
ORGANIZER

The name and street address of the Organizer is:

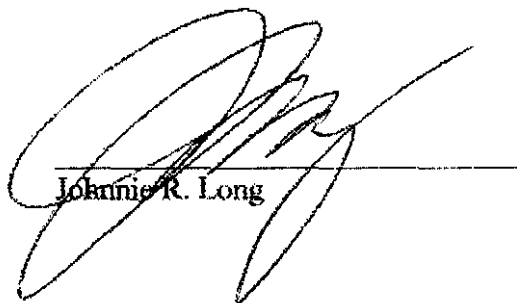
Johnnie R. Long
801 N. Main
Boerne, Texas 78006

ARTICLE X.
EFFECTIVENESS OF FILING

This document becomes effective when the document is filed by the secretary of state.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

January 12, 2006.



Johnnie R. Long


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**CERTIFICATE OF SECRETARY
OF
THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC.
(Comal County) Doc# 200706022996**

The undersigned, Barbara Lowry hereby certifies that she is the acting Managing Agent of The Enclave At Canyon Lake Community Association, Inc., a Texas non-profit corporation; that, as such, she is the keeper of the records and minutes of the proceedings of the Association, which is duly organized and existing under the laws of the State of Texas. The undersigned hereby further certifies as follows:

Attached hereto in accordance with the provisions of applicable laws are true and complete copies of the Certificate of Formation of The Enclave At Canyon Lake Community Association, Inc. (Exhibit "A") as well as the Bylaws of The Enclave At Canyon Lake Community Association, Inc. (Exhibit "B"), neither of which have been amended, modified or rescinded, except as attached hereto, and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 2007.

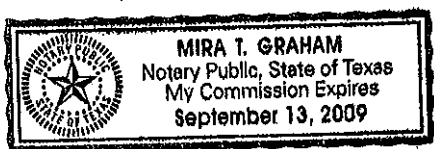


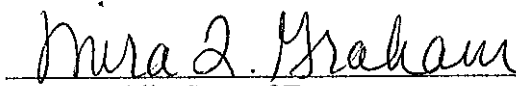
Barbara Lowry, Managing Agent

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF BEXAR**

This instrument was acknowledged before me on the 15th day of May, 2007 by Barbara Lowry, Managing Agent of The Enclave At Canyon Lake Community Association, Inc., a Texas non-profit corporation, on its behalf, who stated before me that the foregoing was true and correct to the best of her knowledge and belief.





Notary Public, State of Texas

AFTER RECORDING, RETURN THIS INSTRUMENT TO:
Association Management Services
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

The Enclave At Canyon Lake Community Association, Inc.
File Number: 800602826

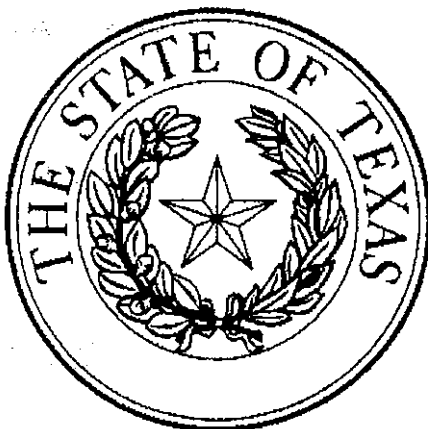
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/23/2006

Effective: 01/23/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

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connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for membership use or otherwise dispose of real or personal property in connection with the affairs of the Association;
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 - (f) dedicate, sell or transfer all or any part of the Common Facilities (as that term is defined in the Covenants) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty percent (60%) of the membership vote, agreeing to such dedication, sale or transfer;
 - (g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Facilities; provided, that any such merger, consolidation or annexation shall have the assent of the membership;
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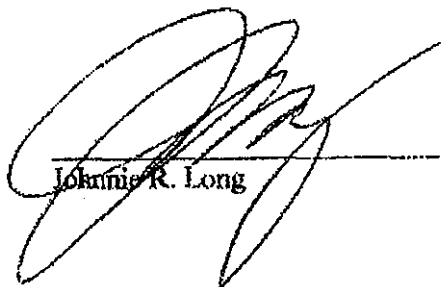
Johanie R. Long
801 N. Main
Boerne, Texas 78006

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EFFECTIVENESS OF FILING

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The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

January 12, 2006.



Johanie R. Long

BY-LAWS
OF
THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC.

ARTICLE I.
NAME AND LOCATION

The name of the Corporation is The Enclave At Canyon Lake Community Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 801 N. Main, Boerne, Texas, 78006, but meetings of Members and/or Directors may be held at such places within the State of Texas, County of Comal, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

1. "Association" shall mean and be reference to The Enclave At Canyon Lake Community Association, Inc., a non-profit corporation, chartered under the laws of the State of Texas.
2. "Board of Directors" shall mean and refer to the Board of Directors of the Association as set forth in Article IV hereof.
3. "Builder Member" shall mean and refer to those Member(s) approved by Declarant for construction of residences within the P.U.D. and owning one or more Lots for the purpose of such construction and sale to others.
4. "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, boulevards, signs, fountains, statuary, swimming pool and adjacent buildings, tennis courts, landscaping, walls, dike, bridge, safety lanes, trails, green belts, street lighting, security facilities, utilities, and other similar or appurtenant improvements.
5. "Covenants" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties as duly recorded in the Official Records of Comal County, Texas.
6. "Declarant" shall mean and refer to The Enclave at Canyon Lake, Ltd., its successors and assigns.

Exhibit "B"

- 7. "Improvements" shall mean and refer to all buildings, structures, personal property, fixtures and things placed on or erected on, in upon or under or affixed to the land that is part of the Common Facilities or any portion thereof, including without limitation, enclosures, buildings, and structures for parking of motor vehicles.
- 8. "Living Unit" shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot.
- 9. "Lot" shall mean and refer to Lots 1-91, The Enclave At Canyon Lake P.U.D., as depicted on the Subdivision plat hereinafter defined and any similar adjacent plats of land to be sold for residential purposes and made subject to the jurisdiction of the Association.
- 10. "Member" shall mean and refer to all Owners as defined in this Article II.
- 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title of any Lot within the Subdivision, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.
- 12. "Subdivision" shall mean and refer to that certain real property lying within The Enclave At Canyon Lake, a planned unit development (P.U.D.) as depicted on a plat recorded in *cf 200606014077* Volume _____, Pages _____ of Comal County, Texas and such adjacent lands thereto that may from time to time be added and hereafter brought within the jurisdiction of the Association.
- 13. "Subdivision Plat" shall mean The Enclave At Canyon Lake P.U.D., as filed of record in *cf 200606014077* Volume _____, Pages _____, Deed and Plat Records of Comal County, Texas, and such subsequent recorded Subdivisions of adjacent lands that may from time to time be added and thereafter brought within the jurisdiction of the Association.

ARTICLE III.
MEMBERSHIP, VOTING, QUORUM, PROXIES

- 1. Membership. Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a Member of this Association and be subject to these By-Laws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of any obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Subdivision during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such

former Owner and Member arising out of or in any way connected with such ownership and membership and the Covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership certificate to the Owner(s) of a Lot, such membership certificate shall be surrendered to the Association's Secretary whenever ownership of the Lot designated thereon shall terminate.

2. Annual Meetings. The first annual meeting of the Members shall be held on March 14, 2006 and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, P.M. If the day for the annual meeting of the Members is a Saturday, Sunday, or legal Holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday, or legal Holiday.
3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.
4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 10 nor more than 60 days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
5. Quorum. The presence of the meeting of Members entitled to cast, in person or through written proxies, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by written proxies.
6. Proxies. At all meetings of Members, each Member may vote in person or by written proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.
7. List of Lot Owners. Prior to the mailing of notice of meetings, as of a date fixed by the Board of Directors a Complete list of the Lot Owners (Class A and Class B Members), entitled to vote at said meeting, arranged alphabetically, with the residence of each (lot number, address of lot and mailing address) and the number of votes held by each, shall be prepared by the Officer or agent in charge of the membership records. Such list, for a

period of ten (10) days prior to such meeting, shall be kept on file at the registered office at the Corporation and shall be subject to inspection by any Member, at anytime during usual business hours.

ARTICLE IV.
BOARD OF DIRECTORS, NUMBER AND TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) or more than five (5) Directors, who need not be Members of the Association.
2. Term of Office. At the first annual meeting the Members shall elect one Director for a term of one year, two Directors for a term of two years, and two Directors for a term of three years; and at each annual meeting thereafter the Members shall elect Directors for the resulting vacancies resulting from the end of the above stated terms, for a term of three years.
3. Removal. Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.
4. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties upon approval of the Board of Directors.
5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V.
NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairperson, who shall be a Member of the Board of Directors and two or more Members of the Association. The Nominating Committee should be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies

that are to be filled. Such nominations may be made from among Members or non-Members.

2. Election. Election to the Board of Directors shall be by show of hands, or secret written ballot, as may be determined by the chairperson of the meeting. At such election, the Members or their written proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Certificate of Formation of the Association and the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETING OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board of Directors shall be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal Holiday, then that meeting shall be held at the same time on the next day which is not a legal Holiday.
2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.
3. Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by written notice delivered personally or sent by mail or telegram or fax to each Director at their address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered by the telegraph company. If notice is delivered by fax such notice shall be deemed to be delivered at the same time and date noted upon the printed report of the fax machine verifying the transmittal of the notice to the telephone fax number of record for the Director. In order to deliver notice by fax the receiving Director must first have recorded in writing a fax number accompanying the Director's address of record.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these By-laws.

4. Quorum. A majority of the number of Sitting Directors shall constitute a quorum for the transaction of business. "Sitting Directors" shall be defined as all Directors currently

serving the Association less the number of Directors who have died, resigned in writing or have been removed by vote as defined in Article IV, Section 3 above. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. No Director present by proxy may be counted toward a quorum.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have power to:
 - (a) Adopt and publish rules and regulations governing the use of the Common Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) Establish, adopt, and publish guidelines for development, setting out desired standards of exposed construction materials, exterior structure design, landscaping, parking criteria and site improvements. These Guidelines and amendments or revisions thereto shall be used by the Architectural Control Committee in governing the development and continued use or reuse of any Lot and improvements thereof; provided, however, such guidelines shall not conflict with the Covenants;
 - (c) Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published rules and regulations;
 - (d) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these "By-Laws", the Certificate of Formation, or the Covenants;
 - (e) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
 - (f) Employ a Manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties;
 - (g) Enforce all of the terms and provisions of the Covenants against property

Owners;

- (h) Enter into such contracts, leases, and agreements as may be necessary to enforce, execute or accomplish the terms of the Covenants;
- (i) Suspend the voting rights and the right to use and receive water from any of the Common Facilities of the Association during any period in which such Member shall be in default in the payment of any sums owed for such utility services provided; and
- (j) Suspend vehicular access to the common facilities by any Member who violates traffic rules or laws on more than two occasions, in any twelve (12) month period.

2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the entire Class A membership vote;
- (b) Supervise all Officers, Agents, and employees of the Association, and to see that their duties are properly performed;
- (c)
 - (1) Fix the amount of the quarterly assessment against each Lot at least thirty (30) days in advance of the Annual meeting;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the Annual Meeting; and
 - (3) Take such necessary actions at law required to collect any delinquent payment of assessments, to include effecting liens against the lands within The Enclave At Canyon Lake P.U.D. owned by the delinquent parties. At the sole discretion of the Board of Directors those cases where liens are deemed extensively delinquent, foreclosure actions shall be initiated;
- (d) Issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such

certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by and activities of the Association;
- (f) Procure and maintain adequate errors and omissions insurance to protect Members of the Board of Directors from all official actions taken excepting such action that is deemed criminal in a court of law;
- (g) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (h) Cause the Common Facilities to be maintained.

ARTICLE VIII.
OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The Officers of this Association shall be a President, and a Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other Offices as the Board may, from time to time, by resolution create.
2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
4. Special Appointment. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.
5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the Officer being replaced.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.
8. Duties. The duties of the Offices are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The position of Secretary and that of Treasurer may be held by one individual simultaneously.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign Promissory Notes of the Association; shall retain two (2) bonded Members and/or employees of the Association with authorization to individually sign checks; keep proper books to be reviewed by an independent public accountant at the completion of each fiscal year; and shall prepare an annual budget and a suitably comprehensive financial report to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The position of Treasurer and that of secretary may be held by one

individual simultaneously.

ARTICLE IX.
COMMITTEES

1. Architectural Control Committee. If and when the Association is vested with the power and authority to appoint and remove Members of the Architectural Control Committee, hereinafter called "Committee", pursuant to the Covenants, the Board of Directors shall appoint an Architectural Control Committee, as provided in the Covenants. The Architectural Control Committee regardless of by whom appointed, shall prepare and adopt a written statement setting forth development and building standards and procedures for the implementation and enforcement of same, said statement to be called Architectural Design Guidelines; shall perform such functions as directed by the Covenants, and shall advise the Board on all matters pertaining to the maintenance, use, repair or improvements to the Properties. The Architectural Control Committee may have delegated to it, by the Board, such powers and duties as are necessary to enforce the Covenants. The actions of the Committee shall not conflict with the Covenants.
2. Nominating Committee. The Association shall appoint, from time to time, a Nominating Committee as provided by these By-laws.
3. Other Committees. The Board shall appoint other committees as deemed appropriate to carry out its purpose and delegate to said committees such powers and duties required to execute and enforce the committee's responsibilities.

ARTICLE X.
INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Director, Manager or Officer, his heirs, executors, administrators, personal representatives, successors, and assigns against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, Manager, or Officer of the Association, except for matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Manager or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Manager, or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of, or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article

shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director, Manager, or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration of Covenants, Conditions, and Restrictions related to the Properties, as a member or Owner of a Lot covered thereby. The Association may obtain such insurance as the Board of Directors may deem advisable to cover the foregoing described matters.

ARTICLE XI.
BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Covenants, the Certificate of Formation, the By-Laws of the Association and current Operational and Development Guidelines shall be available for inspection by any Member at the principal office of the Association, or its agent, where copies may be purchased at reasonable cost.

ARTICLE XII.
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation in addition to the Officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of an on behalf of the Corporation, and such authority may be general or confined to specific instances.
2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall, from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directions, such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.
3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.
4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes of or for any special purpose of the corporation.

ARTICLE XIII.
CERTIFICATES OF MEMBERSHIP

The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Corporation. All Certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member, the date of issuance of the certificate and a statement that such certificates are shares in the common area but without par value shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine. Transfer of membership certificates shall be made only on the books of the Association by the holder of record thereof or by his legal representative who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by powers of attorney duly executed and filed with the Secretary of the Association and then only upon the surrender for cancellation of the certificate representing such membership in the Association, provided, however, in the event the Owner sells land and fails to transfer the membership certificate to the vendee, then the secretary shall at such time as the deed conveying the land to the vendee is recorded in Comal County, Texas, transfer the membership on the books of the Association without any act of the holder of record. The person in whose name the membership certificate stands on the books of the Association shall be deemed a Member for all purposes as regards the Association.

ARTICLE XIV.
OBLIGATIONS OF OWNER

1. Assessments. All Owners shall be obligated to pay to the Association:
 - (a) Annual assessments or charges; and
 - (b) Special assessments for capital improvements.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Members and in

particular, for the improvement, maintenance and operation of Common Facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members, including, specifically, maintenance of the safety lanes, drains, common area landscaping pathways, common area sprinkler systems, statuary, common fences or walls, common fountains, street signage, streets, security facilities, and any utility systems owned by the Association.

3. Basis and Maximum of Annual Assessments. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The first annual assessment shall be \$840.00 payable at \$210.00 per quarter beginning July 1, 2006. From and after the date any amenities are constructed, the maximum annual assessment for Lots may be increased as provided in Section 5 of this Article.
4. Special Assessments for Capital Improvements. In addition to the annual assessments provided for in Section 3 of this Article, the Association may levy, in any assessment year, a special assessment on Lots only applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities or the acquisition of property to become part of the Common Facilities, provided that any such assessment shall have the assent of two-thirds of the votes allocable to all Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.
5. Change in Basis and Maximum of Annual Assessments. For all annual assessments accruing after the date any amenities are constructed, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent (10%) above that of the previous year shall require approval of two-thirds (2/3) vote of each class Members voting at a meeting duly called for such purpose.
6. Quorum for Any Action Authorized Under Sections 4 and 5 of this Article. The quorum required for any action by Members authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of written proxies, entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall be paid in quarterly installments. The first quarterly installment of the calendar year shall be due and payable on July 1st 2006, and succeeding quarterly payments shall be due and payable on the first day of each July, October, January, and April thereafter.

The assessment for each subsequent calendar year shall become due and payable and shall be collected as the Board of Directors shall determine. The amount of the annual assessment which may be levied on a Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment prorated over the balance of the year then remaining. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

8. Fixing of Assessments. In December of each year, the Board of Directors shall fix the amount of the annual assessment as set forth in the Covenants, and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-laws, if and only if he shall have fully paid all assessments made or levied against him and the Lot or Lots owned by him.

9. Effect of Non-Payment of Assessments, the Liens, Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successor, and assigns. If the assessment is not paid within one (1) month after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of

preparing and filing the complaint, reasonable attorney's fees and costs of suit. The Association may also exercise all other remedies, and require payment of all other sums due to the Association as provided for in the Covenants.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien securing any such subsequent assessment.
11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Subdivision shall not be subject thereto.
12. General.
 - (a) Each Owner shall comply strictly with the provisions of the Covenants. All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted.
 - (b) Each Owner may use the Common Facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.
 - (c) The Common Facilities are intended for use to afford vehicular and pedestrian movement within the development, to provide access to the Lots of the Owners, and improvements thereon, for recreational use by the Owners and occupants of Lots, for the beautification of the development, for providing safety and privacy to the residents thereof through landscaping and such other means as shall be deemed appropriate, and to provide utilities to the Lot. No part of the Common Facilities shall be obstructed so as to interfere with their use for the purposes herein above recited, nor shall any part of the Common Facilities be used for general storage purposes after the completion of the construction of Lots by the developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.
 - (d) No resident of the Properties shall post any advertisement, sign, or poster of any kind on the Properties except as authorized by the Association.

ARTICLE XV.
AMENDMENTS

1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by written proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.
2. In the case of any conflict between the Certificate of Formation and these By-laws, the Certificate of Formation shall control; and in the case of any conflict between the Covenants and these By-laws, the Covenants shall control.

ARTICLE XVI.
DISSOLUTION

1. Manner of Dissolution. The Corporation may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the Members of all then existing classes and with the written consent of the Class B Members. Written notice of a proposal to dissolve, setting forth reasons therefor and the disposition to be made of the assets and/or the methods available to satisfy all outstanding indebtedness and obligations, shall be given to every Member at least ninety (90) day in advance of any meeting at which any such action may be taken. Said ninety (90) day notice shall be in addition to the notice required by Article III, Section 4 hereof.
2. Distribution of Assets. Upon dissolution of the Corporation, the assets both real and personal of the Corporation shall be applied and distributed in accordance with the provisions of §22.304 of the Texas Business Organizations Code.

ARTICLE XVII.
OBJECTIVE AND PURPOSE

1. The primary purpose of this non-profit Association is to maintain and administer the Common Facilities and to collect and disburse the assessments and charges herein created, with regard to the residential properties known as The Enclave At Canyon Lake P.U.D., and such additions thereto as may hereafter be brought within the jurisdiction of the Association subject to the provisions of the Declarations of Covenants, Conditions and Restrictions, including amendments or supplements thereto, which may now exist or hereafter be placed on such property.
2. All present or future Owners, tenants, future tenants, or any other person that might use the Common Facilities in any manner, are subject to the regulations set forth in these By-laws. The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will

signify that these By-laws and the Covenants are accepted, ratified, and will be complied with.

**ARTICLE XVIII.
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words; The Enclave At Canyon Lake Community Association, Inc. and a star with the word "Association" in the center.

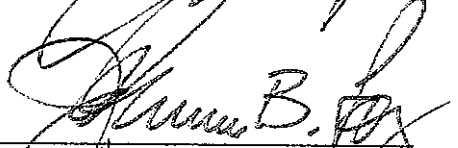
**ARTICLE XIX.
MISCELLANEOUS**

1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of conveyance of the first Lot to a Class A Member, and terminate on the last day of December that same year.
2. Managing Agent. The initial Managing Agent shall be Johnnie R. Long, whose address is 801 N. Main, Boerne, Texas 78006, and the duties of which shall be to perform or cause to be performed all acts and responsibilities of the Board of Directors which may by law and these By-laws be delegated.


IN WITNESS WHEREOF we being all of the Directors of the The Enclave At Canyon Lake Community Association, have hereunto set our hands this 25th day of January, 2006.

Date 

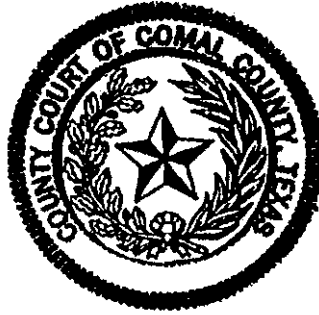
Johnnie R. Long
Director, The Enclave At Canyon Lake
Community Association

Date 

Johnnie B. Long
Director, The Enclave At Canyon Lake
Community Association

Date 

Jason E. Long
Director, The Enclave At Canyon Lake
Community Association



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

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Pages 24
05/30/2007 3:56PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$108.00



Joy Streater

39
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DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE ENCLAVE AT CANYON LAKE
A PLANNED UNIT DEVELOPMENT
AND
THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC.

THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS. THIS DECLARATION
IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION.

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ARTICLE 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant, (said property being sometimes hereafter referred to as "the Land") to wit:

THE ENCLAVE AT CANYON LAKE, a PLANNED UNIT DEVELOPMENT (P.U.D.), in Comal County, Texas, as shown on plat thereof recorded in Document # 200606014077 of the Comal County, Texas Map and Plat Records and on the grading plan as reflected in the "Drainage Area Map" attached hereto as Exhibit A.

2. Declarant has subdivided the above-described real property as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision shall be effectively known as THE ENCLAVE AT CANYON LAKE, A P.U.D.

3. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, and in the subdivision known as THE ENCLAVE AT CANYON LAKE, A P.U.D., to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

4. Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof, and

5. THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid as to THE ENCLAVE AT CANYON LAKE, A P.U.D., a residential subdivision in Comal County, Texas, as shown on plat recorded in Document # 200606014077 of the Comal County, Texas Map and Plat Records and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of said THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC.

6. Declarant declares that the property above described as constituting THE ENCLAVE AT CANYON LAKE, A P.U.D. shall be hereafter held, transferred, sold, conveyed,

occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of The Enclave at Canyon Lake Community Association, Inc.

7. **Planned Unit Development ("P.U.D.")** The Subdivision has been designated as a Planned Unit Development. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

8. The Enclave at Canyon Lake is being established as a live-in, fly-in community and Canyon Lake Airport is an integral part of the community, however, "Canyon Lake Airport" and the "Canyon Lake Airport Council of Co-Owners, Inc." are separate entities from "The Enclave at Canyon Lake" and "The Enclave at Canyon Lake Community Association, Inc." and the Airport will be subject to a separate set of rules, regulations and assessments from The Enclave at Canyon Lake subdivision. The Enclave at Canyon Lake subdivision is a unique development catering to individuals who enjoy the hobby and sport of aviation, and all home sites are adjacent to, or in close proximity to the runway and are within a close proximity to where there will be various flying and flying oriented activities connected with all facets of aviation.

Every property owner, grantee, lessee or owner of any interest in any property now and hereinafter subject to this Declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, so long as any individual with any interest in any property within this community desires to pursue the sport and hobby of aviation and notifies the Association in writing of such intent, the runway shall remain and be maintained as such, in accordance to the rules and regulations established by Canyon Lake Airport and the Canyon Lake Airport Council of Co-Owners, Inc.

ARTICLE 2 **DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ARC", "Committee" or "Architectural Review Committee" shall mean the "Architectural Review Committee" established pursuant to this Declaration.

(b) "Architectural Guidelines" or the "Guidelines" refer to the Enclave at Canyon Lake Architectural Guidelines specifying requirements for design, construction, and landscaping of the homes and Lots.

(c) "Articles" shall mean the Articles of Incorporation of THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(d) "Association" shall mean and refer to THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

(e) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

(f) "Builder Member" shall mean such builders approved by ARC for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(g) "Bylaws" shall mean the Bylaws of THE ENCLAVE AT CANYON LAKE COMMUNITY ASSOCIATION, INC., as they may, from time to time, be amended.

(h) "Canyon Lake" is an approximately 8,230 surface acre reservoir located on the Guadalupe River in Comal County, Texas. It is operated by the US Army Corps of Engineers, Ft. Worth District. The primary purposes of the reservoir were flood control and water conservation; however, recreation and natural resources management are important dividends. The conservation pool of the reservoir is operated by the Guadalupe-Blanco River Authority in Seguin, Texas.

(i) "Canyon Lake Airport" is a private airport, owned by The Enclave Airport at Canyon Lake, LLC, an affiliate company of The Enclave at Canyon Lake, Ltd. the developer of the subdivision. Property owners of the development have access to use the airport, according to the rules established by the Canyon Lake Airport Council of Co-Owners, Inc. and the most recent "Condominium Declaration for Canyon Lake Airport, Phase 1".

(j) "Canyon Lake Airport Council of Co-Owners, Inc." is organized as a non-profit corporation under the laws of the State of Texas and shall constitute the governing and administrative body for all unit owners of hangars (apartments) in Canyon Lake Airport, Phase 1, a condominium project in Comal County, Texas and all future phases of Canyon Lake Airport; to provide for the protection, preservation, upkeep, maintenance, repair, restoration, operation and replacement of the common elements of the said condominium projects, and the government, operation and administration of the condominium regime in accordance with its by-laws.

(k) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, boulevards, entries, parkways, medians, islands, common entry house and gates, controlled access facilities, security equipment, light standards, tree illumination, signs, fountains,

statuary, walkways, landscaped parks, nature trails, ponds, landscaping, irrigation systems, tennis courts, walls, bridges, safety lanes, drainage easements, and other similar or appurtenant improvements.

(l) "Declarant" shall mean and refer to THE ENCLAVE AT CANYON LAKE, LTD., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(m) "Flowage Easement" shall mean a flowage or flood easement, which was purchased from the landowners adjoining Canyon Lake to allow the U.S. Army Corps of Engineers to periodically flood the property when necessary. This type of easement is to restrict the building of structures on that easement which could be damaged during flood impoundments. Even though the land itself is in private ownership, these restrictions are necessary to protect the taxpayers and the U.S. Government against flood damage claims. At Canyon Lake, the upper guide contour defining the top of this flood easement is set at the elevation of 948' above mean sea level.

(n) "Hangars" or "Airplane Hangars" shall mean buildings constructed on Lots 14-27, Phase 1, which adjoin the property line of Canyon Lake Airport. All requirements of the "Canyon Lake Airport Council of Co-Owners, Inc.", the "Architectural Review Committee" and "The Corps of Engineers" must be met prior to construction of a hangar.

(o) "Living Unit" or "Dwelling" shall mean and refer to a single-family and its attached or detached garage situated upon a Lot.

(p) "Lot" shall mean and refer to any of the plots of land in THE ENCLAVE AT CANYON LAKE a P.U.D. as shown on plat recorded in Document # 200606014077 of the Comal County, Texas Map and Plat Records.

(q) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(r) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Existing Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(s) "Primary Contractor" or "Builder" shall mean the general contractor or builder engaged by an Owner to construct a Dwelling on such Owner's Lot.

(t) "Property" shall mean and refer to the above-described properties known as THE ENCLAVE AT CANYON LAKE, A P.U.D.

(u) "Additional Property" shall mean and refer to property, which is added to the Property pursuant to Article 8 of this Declaration or any Amended or Supplemental Declaration.

(v) "Subdivision Plat" shall mean and refer to the map or plat of THE ENCLAVE AT CANYON LAKE, A P.U.D., filed for record in Document # 200606014077 of the Comal County, Texas Map and Plat Records, and any amendment thereof upon filing of same for record in the Map and Plat Records of Comal County, Texas.

ARTICLE 3
COMMUNITY ASSOCIATION AND ASSESSMENTS

1. MEMBERSHIP IN THE ASSOCIATION. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

2. VOTING RIGHTS. The association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 2(r) above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 2(r). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to seven votes for each Lot in which it holds an ownership interest provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2025.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

3. CREATION OF A LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property

against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

4. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Property by the Members.

5. **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial annual assessment for an improved Lot shall be prorated for the remainder of the calendar year in which construction of improvements began, if they began on a date other than January 1. The annual assessment for unimproved Lots shall be one-third (1/3) of the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided herein. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is commenced. As provided in Article 5.18, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

6. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

7. **CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

8. **QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLES 3.6 AND 3.7.** The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting

shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE.

The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. All Common Facilities shall be exempt from the Assessments and liens created herein. Notwithstanding any other provision contained in this Declaration to the contrary, in no event shall Declarant be obligated to pay any Assessments attributable to any Lots owned by Declarant unless and until a completed Dwelling is situated thereupon.

10. DUTIES OF THE BOARD OF DIRECTORS. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

11. EFFECT OF NON-PAYMENT OF ASSESSMENTS: LIEN AND; REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum interest allowed by law from the date due until the date paid, whichever is less. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof and to foreclose such lien against the property. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Business Organization Code.

12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association,

university, pension and profit sharing trusts or plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the mortgage or by judicial or non-judicial foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments. The Association shall use its best efforts to give each such mortgagee sixty (60) days' advance written notice of the Association's proposed foreclosure of the lien described herein, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessment upon which the proposed action is based; provided, however, that the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Article 3.11. hereof.

13. **TITLE TO COMMON FACILITIES.** The Declarant may retain the legal right to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than three years after the filing of record of this Declaration. Any such transfer of title shall be by Special Warranty Deed and the Association agrees to accept such Common Facilities "as is," "where is," and "with all faults."

14. **ENTRY HOUSES AND GATES.** So long as Class B membership exists (and provided that it has not previously transferred its rights in this section to the Association), Declarant reserves the legal title and control over all entry houses and gates which it may construct on or about the Subdivision, as well as the authority, in its sole discretion, to determine the hours, staffing and manner of operation. Nothing in this Declaration, or any other statement or communication by Declarant or the Association, shall constitute any representation or warranty by Declarant or the Association concerning the hours, staffing or manner of operation of the entry houses and gates, nor concerning any security or safety protection, which the entry houses or gates may offer.

15. **MEMBERS' EASEMENTS OF ENJOYMENT.** Subject to the provisions of Articles 3.16 and 3.17, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

16. **EXTENT OF MEMBERS' EASEMENTS.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat or as authorized herein.

(b) the rights of the Association, once it has obtained legal right to the Common Facilities, as provided in Article 3.13 above, to do the following:

(i) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;

(ii) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;

(iii) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;

(iv) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;

(v) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities;

(vi) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class;

(vii) to enforce a maximum speed limit of fifteen (15) miles per hour and to post and/or install such other traffic signs and controls, as it deems necessary; and

(viii) to enforce posted traffic regulations, including, without limitation the right to restrict vehicular access to the Common Facilities by persons who have violated posted traffic regulations or been cited for speeding or reckless driving on more than two occasions in a twelve-month (12) period.

17. **USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES.** The right of use of the Common Facilities shall be strictly subject to the following:

(a) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be permitted on any part of the drainage easements, sidewalks or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association and the Association may prohibit or limit the uses of any portion of the Common Facilities. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets. Each Owner must provide sufficient parking space on their property. This includes parking during the construction of improvements on the Lot.

(b) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.

(c) No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed, by Declarant or the Board of Directors of the Association.

(d) The Board of Directors is empowered to establish additional use regulations relating to the Common Facilities as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE

1. **COMPOSITION.** There is hereby created an Architectural Review Committee, of not less than three persons nor more than five persons, none of whom are required to be Members of The Enclave at Canyon Lake Community Association. Such ARC shall be selected and appointed by the Declarant, so long as Declarant holds title to one or more lots within the Property, and thereafter by the Board of Directors of the Association. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ARC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event the Board of Directors of the Association may appoint the members of the ARC.

2. **POWER AND AUTHORITY.** The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Review Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all costs reasonably expended in the performance of their responsibilities. The

Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association. If the Architectural Review Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Review Committee may retain an architect and/or engineer for assistance and advice; in this event, the reasonable costs of such architect and/or engineer shall be paid by the party requesting architectural approval. The Architectural Review Committee is empowered to promulgate Architectural Guidelines for the Subdivision and to modify, from time to time, the Architectural Guidelines containing additional standards, restrictions, limitations and guidelines governing the design and construction of improvements and landscaping, and the terms, conditions and provisions of such Architectural Guidelines shall be binding upon each Owner with the same force and effect as if set forth verbatim herein. The Architectural Guidelines shall be available to each Owner at the offices of the Architectural Review Committee.

3. **PROCEDURE.** No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations, structural detail, exterior colors and all exterior materials for such building, landscaping detail, fence or other structure and site plan showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Review Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. The Committee may disapprove the construction or design of a structure on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of The Enclave at Canyon Lake community and of other Owners or to preserve the serenity and natural beauty of the surroundings. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submission, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants or the "Architectural Guidelines." Construction, once approved (whether in writing or by "deemed" approval), must be completed within three hundred sixty five (365) days of approval. If the construction is not completed timely, the approval granted will be void. **APPROVAL BY THE COMMITTEE DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL OR PERMIT REQUIRED BY A MUNICIPALITY OR OTHER GOVERNMENTAL AGENCY. APPROVAL BY A MUNICIPALITY OR OTHER GOVERNMENT AGENCY DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL REQUIRED BY THE COMMITTEE.**

The address of the Committee as of the date hereof is:

The Enclave at Canyon Lake Architectural Review Committee
c/o Mr. Johnnie R. Long
24165 IH-10 West, Suite 217-305
San Antonio, Texas 78257

4. **DISCRETION.** It is the express intention of Declarant that the Architectural Review Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Review Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

5. **SEPARATE ACTIONS.** Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final, conclusive and binding, and there shall be no review of any actions of the Committee.

6. **LIMITATION OF LIABILITY.** There shall be no review of any action of the Architectural Review Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

7. **APPROVED ARCHITECTS, PRIMARY CONTRACTORS AND BUILDERS.** No engagement of an Architect to plan or design any improvement to be situated on a Lot shall be made by an Owner until the Architect to perform such planning and design shall have been approved in writing by the Architectural Review Committee, it being the intent hereof to assure quality designs by reputable and experienced architects as determined by the Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of an Architect to perform such design within thirty (30) days after such written request is submitted to it, such request shall be deemed approved.

No construction of any building, fence, wall, recreational facilities, landscaping or other structure or improvements shall be commenced within the Property until the Primary Contractor (the "Contractor") or Builder to perform such construction shall have been approved in writing by the Architectural Review Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by the Committee in its sole discretion. In the event the Committee fails to approve or disapprove a written request for the approval of a Contractor within ninety (90) days after such request is submitted to it, such approval will be deemed to have been given. The Committee will make every effort to address requests in a timely manner. The Committee reserves the right to prohibit the use by any Primary Contractor or Builder of a subcontractor who is not sensitive to environmental issues relating to its construction activities, and/or who repeatedly engages in conduct in violation of the letter and spirit of this Declaration.

8. **CONSTRUCTION.** Construction of any structure approved by the Committee shall commence within three (3) months of such approval; and the completion of such construction must be accomplished within twelve (12) months of the commencement of such construction. Certain fee's and deposits, as required by The Enclave at Canyon Lake Community Association, Inc. and the Architectural Review Committee, as described in the Architectural Guidelines, must be paid by the Owner prior to commencement of construction.

9. **CONSTRUCTION REGULATIONS.** In order to assure that the natural landscape of The Enclave at Canyon Lake is not unduly damaged during construction, the Architectural Guidelines for The Enclave at Canyon Lake shall be made a part of the construction contract documents for each residence or other improvements constructed on a Lot. All Contractors and Owners shall be bound by these Guidelines and any violation, regardless if by a Contractor or subcontractor shall be deemed to be a violation by the Owner of the Lot.

10. **MONITORING DURING CONSTRUCTION.** Building sites shall be monitored during the construction of any improvements to the Lot by the Architectural Review Committee and/or the Directors of the Association. Violations of the Architectural Guidelines will be reported to the Board of Directors of the Association but the ARC may enforce the Guidelines and assess penalties, by sending a letter to the Contractor and/or Owner involved. A copy of the letter will be sent to the Board of Directors.

11. **DURATION.** The Architectural Review Committee shall be duly constituted for the entire period of duration of this Declaration.

ARTICLE 5 **LAND USE REGULATIONS**

1. **RESIDENTIAL PURPOSES ONLY.** All land included within the Property shall be used for "residential purposes" only, either for the construction of private single-family residences, or as part of the Common Facilities; serving the Owners and residents thereof, as outlined in the Architectural Guidelines and approved by the Architectural Review Committee. Only one private single-family residence may be constructed or otherwise placed upon any one Lot. A private single-family residence may be comprised of several buildings, including, but not limited to, a garage, a pool, house, a gazebo, a guest house and/or any other out-buildings ancillary to the main house, subject to the approval of the Architectural Review Committee; provided, however, that the main house must be constructed prior to any ancillary buildings. No above ground swimming pools will be allowed unless approved by the Architectural Review Committee. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial or industrial use, apartment house, and hospital or clinic uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

2. **ARCHITECTURE.** The architectural restrictions and Architectural Guidelines for The Enclave at Canyon Lake utilize the very best of the Old-World Texas style. This architectural style achieves a perfect balance of modern luxury combined with the simplicity of the Texas Hill Country and the old-world charm of Tuscany. The custom homes are to be crafted from native Texas materials in combination with modern technology and superior craftsmanship to further enhance the natural beauty of The Enclave at Canyon Lake. Roofs shall be barrel tile, flat tile, slate or earth-tone color standing seam metal. Architectural designs should make every effort to be traditional in nature, utilizing stone and stucco that blend with the natural environment.

3. **EDWARDS AQUIFER CONTRIBUTING ZONE PLAN (CZP).** Each lot is subject to a **WATER POLLUTION ABATEMENT PLAN**, which was required under the **EDWARDS AQUIFER RULES** of the **TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY**. The Water Pollution Abatement Plan for The Enclave at Canyon Lake was approved on February 13th 2006.

4. **STORM WATER POLLUTION PREVENTION PLAN.** Prior to beginning any phase of construction on any lot in The Enclave at Canyon Lake a P.U.D., the builder or Lot Owner shall comply with the provisions of the Storm Water Pollution Prevention Plan mandated by the Environmental Protection Agency.

5. **STORAGE OF BUILDING MATERIALS.** No Building materials may be placed or stored on Lots prior to commencement of improvements. During the construction phase all building materials must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

6. **CONSTRUCTION AND SALES PERIOD.** During the construction and sales period of the Living Units, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to a business office, storage areas, sign, model units, and sales office. All temporary construction and sales structures shall be aesthetically compatible with the subdivision development as determined by the Committee, and may only be located within the Property for a period not exceeding two (2) years, unless written approval of the ARC is obtained, which approval will not unreasonably be withheld.

7. **BUILDING MATERIALS.** Architectural Guidelines have been established to create a harmonious residential community. The Guidelines have been established for items including but not limited to, exterior construction, finishes, roofing materials, roof pitch, driveways, windows, porches, paving materials and building massing. All construction must be in accordance with the Architectural Guidelines, unless otherwise approved in writing by the Committee. The exterior walls of all residential buildings shall be constructed with rock, stucco or architecturally acceptable masonry veneer for 100% of the total exterior wall area. Brick may be used for accent purposes only. Chimneys shall be rock or stucco. Window and door openings shall be included as masonry. Detached garages shall be 100% masonry. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Review Committee. Airplane Hangars built on any Lot, which adjoins Canyon Lake Airport, must have 75% masonry and only the side facing the airport where the door is installed may be built out of other material approved by the Architectural Review Committee.

8. **ROOFING MATERIALS.** Roofing shall be clay tile, slate, or earth-tone colored

standing seam roof (24 gauge minimum). No asphalt shingles will be permitted. The Architectural Review Committee shall have the discretion to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole.

9. **FENCES.** Fences may be constructed along and adjacent to the property line with the exception that no fence shall be constructed within the limits of the Lot's front setback line. All fences shall be constructed of stone, concrete, wood, wrought iron or a combination of the foregoing, however, no fences described as cyclone, chain link or metal cloth fencing shall be permitted in the Subdivision. Any wood fences shall be constructed with finish side out. The design and material of construction for any fencing must be submitted to and approved by the Architectural Review Committee prior to start of construction. All perimeter lots shall have fences constructed at rear of property line prior to completion of construction.

(a) The Architectural Review Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(b) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3 ½') tall shall be allowed in this inscribed triangle.

(c) All fences must be installed by a professional fence contractor.

(d) No "deer-proof" fencing or any fencing above the height of 56 inches shall be permitted.

(e) Privacy fencing is allowed in a particular situations such as screening for swimming pools, but it shall not encroach upon the back or side set-back lines.

10. **DRIVEWAYS, SIDEWALKS, DECKS AND PATIO'S.** Driveways and entry walks on each residential Lot must be constructed of concrete, stone, flagstone, concrete or brick pavers and designed to follow the existing contours of the site, with minimal excavation. Any other finish must be approved by the ARC. The driveway turnout shall be constructed to specifications of the ARC and in such manner as to provide an attractive transition from the curb into the driveway entrance and shall prevent escape of drainage water from the street onto any Lot. Driveways and entry walks must be shown on the site plan submitted for approval of the Architectural Review Committee. Asphalt driveways and entry walks are specifically prohibited. All entry walks, crossways, and driveway approaches shall comply with ARC specifications, including handicapped access. Any concrete spilled, poured or washed on a street must be

immediately removed leaving the street clean and unstained. The Owner or Owners of each Lot shall also be the Owner or Owners of the portion of a sidewalk which traverses their Lot, and shall, by acceptance of a deed to the Lot or Lots, covenant to keep such portion in good repair. Each Owner shall execute any and all instruments necessary to grant an easement to the public for the use of the sidewalks. No access to any lot will be allowed from any street or property, which adjoins the development. Access to each Lot in The Enclave at Canyon Lake must be from the private roads within the development.

11. **TEMPORARY STRUCTURES.** No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn, airplane hangar or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached. Sales offices and construction offices used by the Declarant or Builder Members are permitted but are subject to ARC approval as to number, type, location and ultimate use.

12. **NECESSARY TEMPORARY FACILITIES.** Notwithstanding the other provisions of this Article 5, Declarant reserves unto itself the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as it, in its sole discretion, may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. In addition, temporary facilities as may be necessary or convenient for construction of a residence must be approved by the ARC. Any temporary facilities used for purposes of storage of building materials or construction debris shall be placed or located in such manner that they are not visible from the Common Facilities or any part thereof and shall be allowed only during the period of residential construction. All residential construction debris shall be placed in a dumpster during construction and removed at completion of the residential construction.

13. **RESTRICTIONS ON LOTS.** All Lots in the subdivision shall be used for residential purposes or as part of the Common Area. No residential building shall remain incomplete for more than twelve (12) months after commencement of construction. Temporary use may be made of a house for a Builder Member's sales office, which shall be permitted until such house is sold, not to exceed twenty-four (24) months in total from time of completion, provided such use is approved in writing by the ARC.

14. **GARAGES.** A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit and shall be side loading to the main structure. Garages on corner Lots must be set back at least thirty feet (30') from the side Lot line and all garages must be set back at least fifty feet (50') from the front Lot line. No garage may be forward of the front wall of the main residence and each driveway must accommodate two vehicles

for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the Architectural Guidelines. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee.

15. **MAXIMUM HEIGHT.** No building or structure erected, altered or placed on, with or in the Properties shall exceed thirty feet (30') in height (measured from the top of the native soil, adjacent to the foundation to the topmost part of the roof) nor be more than two and one-half (2 1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

16. **MINIMUM AREA.** The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

(a) If single story - 2,800 square feet of living area, except Lots 28-32 shall have a minimum of 3,200 square feet of living area.

(b) If two story - 3,400 square feet of living area, with 2,400 square feet living area on the ground floor; except Lots 28-32 shall have a minimum of 3,800 Square feet of living area, with a minimum of 2,800 square feet living area on the ground floor.

17. **BUILDING SETBACKS.** All improvements shall be constructed only in accordance with the greater of the building set back lines indicated on the Subdivision Plat for The Enclave at Canyon Lake, a P.U.D. or this Article 5.17 and 5.14, however, in no case shall any improvement other than landscaping plant materials, walkways and irrigation systems be constructed within 50 feet of any street on which a Lot fronts, 30 feet on any street on which a Lot Sides, or within 20 feet of a side line and 50 feet of a rear lot line. The 50' rear setback line does not apply to Lots 14-27 in Phase 1 for airplane hangars placed upon the rear portion of the lot, adjoining Canyon Lake Airport. The exact location of any airplane hanger on any of the aforementioned lots must be approved by the Architectural Review Committee, The Canyon Lake Airport Council of Co-Owners, and the Corps of Engineers (if any portion of the hangar is below the 948' elevation).

No structures of any type, including, but not limited to, patios, decks, gazebos, or swimming pools shall be constructed within the building setback line indicated on the Subdivision Plat of The Enclave at Canyon Lake a P.U.D. or in these Restrictive Covenants, whichever is greater. These set-back lines may be adjusted by the ARC, if, in its sole discretion, the prescribed distances are not feasible and the set-back lines may be reduced without adversely affecting the neighbors or the integrity of The Enclave at Canyon Lake a P.U.D. Likewise, they may be increased by the Committee for the protection of environmental features because of geographical or topographical features.

The Architectural Review Committee may grant a variance to the foregoing setback restrictions in cases where necessary to permit a unique architectural design or to attempt to conserve native trees.

18. **LOT CONSOLIDATION.** Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Review Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. On application by any Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots, which are not consolidated.

19. **LOT SUBDIVISION.** No Lot may be subdivided or conveyed or encumbered in a size less than the full dimensions shown on the originally recorded Subdivision Plat for the unit in which the Lot is located. In the event two or more Lots are consolidated into one home site, such consolidated home site may not be subdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Lots on the Subdivision Plat.

20. **OUTBUILDING REQUIREMENTS.** Every outbuilding, inclusive of such structures as a storage building, airplane hangar, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Review Committee. The construction of airplane hangars shall only be permitted on Lots 14-27 in Phase 1 and shall be subject to approval of the Architectural Review Committee, the Canyon Lake Airport Council of Co-Owners and shall conform to the requirements of the Corps of Engineers. No metal hanger buildings will be permitted. Hangars must be constructed of similar materials to those used in the construction of the Residence.

21. **SIGNS.** No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot without the prior written approval of the Architectural Review Committee, which shall have control over the wording, design, appearance, size, quantity, and location of all signs. Signs used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, however, only one sign will be permitted and it shall be a standard Enclave sign face, produced and installed by a sign company approved by the ARC. Signs advertising subcontractors or suppliers are specifically prohibited. This provision shall not be deemed to prohibit the posting of any signage required or recommended by the Texas Commission on Environment Quality, any such signage to be subject to the approval of the Architectural Review Committee as to size, appearance, design and location. Nor shall this provision be deemed to prohibit the posting of any safety, advisory or warning signage or traffic control signage recommended by the Declarant of the Association; however, any such signage shall be subject to the approval of the Architectural Review Committee as to size, appearance, design and location.

22. **LOT MAINTENANCE.** Grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants, which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without being obligated to do so and without liability to Owner or any occupants, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

23. **LANDSCAPING.** All yard areas must be included in a landscape plan that must be approved by the ARC prior to construction. The distinct character of the natural landscape of the properties and use of native landscaping materials and Xeriscape is encouraged. All yards must be maintained with grass or landscaping in a neat and well-mown condition, free of unsightly weeds and overgrowth. No trees larger than three inches (3') in diameter may be removed without written ARC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES. Standards for preservation of the natural environment at The Enclave at Canyon Lake will apply not only to trees and brush, but also to ground cover. Native wild grasses and wild flowers shall be preserved as the predominant ground cover. Only South Texas and Central Texas native plants will be allowed as described in subparagraph (b) below.

(a) **Landscaping.** Landscaping is required along the front elevation of the residence at time of completion. This work shall include the restoration of all disturbed areas in front of the residence. Landscape plans shall include an irrigation system where needed and must be submitted for approval.

(b) **Approved Plants.** The approved plants for the Lot shall be the "Recommended Species for South Texas" and the "Recommended Species for Central Texas," both as published by the National Wildflower Research Center of Austin, Texas.

(c) **Protecting and Preserving Plants.** Care should be taken to protect all plants within the Properties; therefore, all improvements should be sited to avoid existing trees if at all possible.

(d) Site Work. Each Owner is encouraged to be creative in the design process and to plan to alter the site as little as possible from its original native condition, protecting existing watershed and drainage ways where practical. Structures should be limited to the area on the site where drainage, soil and geological conditions will provide a safe foundation.

(e) Equipment. Track-mounted equipment may not be used within the Lot, as the natural appearance of the Lot would be severely damaged.

(f) Damaged Vegetation. Damaged vegetation (which includes the ground surface) shall be immediately replaced and/or repaired at the expense of the Owner. Damaged vegetation that is not replaced in a timely manner may be installed by the directive and action of the Architectural Review Committee at the expense of the Owner.

(g) Harmonious View. All landscaping, foundations, statuary, mailboxes, house numbers, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot and from the streets and other Common Facilities, must be harmonious and in keeping with the overall character and aesthetics of the Properties.

(h) Approvals. All landscape plans and plans submitted to the Architectural Review Committee for its approval, or disapproval, prior to the construction, alteration and/or placement of such items.

The Architectural Review Committee is empowered to establish additional landscaping guidelines, consistent with these Restrictions as authorized by Article 4.2.

24. **WATER**. No individual water supply system shall be permitted on any Lot, including, but not limited to, water wells.

25. **SEWAGE**. No outside toilets shall be used, constructed or permitted except during the construction of a single-family residence, during which time there must be a portable toilet on site. No installation of any kind for disposal of sewage shall be constructed or maintained which would result in untreated sewage or septic tank drainage being drained onto or into the surface of any part of the Property, or onto or into any body of water located on the Property. No means of sewage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Article 5.25 is not meant to prohibit any "gray water" systems, which are approved by the Architectural Review Committee and all applicable governmental authorities.

26. **HUNTING and FIREARMS.** No hunting, including, but not limited to, bow hunting, shall take place within the Property. No rifles, shotguns, pistols or other firearms may be discharged thereon at any time.

27. **VEHICLES.** No trailer, motor home, boat, recreational vehicle, travel trailer, or any truck larger than a three-quarter (3/4) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the Lot unless they are in an enclosed structure. No exterior storage of recreational vehicles or boats will be permitted on any lot. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway, street or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose serving such Lot. No parking of any vehicles shall be permitted in the right-of-way or on the paved streets.

28. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. No burning of trash or brush shall be permitted within the P.U.D., except by the Declarant.

29. **ANIMALS.** No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Property, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. All pets must be restricted to the Lots of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Lot shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Lot's property lines.

30. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or fluids may be maintained on any Lots above the surface of the ground.

31. **COMMUNICATIONS ANTENNAE.** No radio, citizen band or otherwise, or television aerial wires or antennae shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Review Committee which shall have the authority to establish guidelines for the placement of satellite dishes and solar collectors. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Lots or portions thereof, and must be approved by the Architectural Review Committee before erection.

32. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

33. **ADVERSE CONDITIONS.** No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist, which will adversely affect the other Living Units or their Owners or residents.

34. **EXTERIOR LIGHTING.** No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property. Exterior site lighting should be included in the landscaping plan and submitted for review and approval by the ARC prior to installation.

35. **EXTERIOR NOISE.** No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot without the approval of the Architectural Review Committee. Excess noise, noxious, offensive or undesirable activity shall not be permitted, which may be or become a nuisance or annoyance to the Owners of adjacent Lots or to the PUD as a whole

36. **ATHLETIC FACILITIES.** Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Review Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision or where same would be visible from an adjoining street or Lot, without the prior written consent of the Architectural Review Committee. The Architectural Review Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

37. **OUTSIDE PARKING AND STORAGE.** The following rules shall apply to all vehicles, watercraft and towable equipment:

(a) No boat, trailer, camping unit, recreational vehicle or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed

garage or in an area adequately screened by planting or fencing, so that such item cannot be viewed from any other Lot or Common Facility, nor shall any truck, camper, recreational vehicle, boat, trailer, equipment, or machinery be parked in front of any residence for a period in excess of twenty four (24) consecutive hours. Both the Architectural Review Committee and the Board of Directors are empowered to establish such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Lots and the Common Facilities, as either may from time to time deem necessary to ensure the preservation and appearance of the Property; and such rules and regulations shall be in all respects binding on and enforceable against Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in use set forth in this Article 5.37.

(b) During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity, subject to and in accordance with the terms of this Declaration and the Architectural Guidelines.

38. **BURGLAR AND FIRE ALARMS.** Each residence constructed on a Lot within the Subdivision shall include, as part of the initial construction, a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes then in effect.

39. **HOME AUTOMATION.** Each residence constructed on a Lot within the Subdivision shall include, as part of the initial construction, pre-wiring for a home automation system to take full advantage of the technology provided by GVTC Fiber-to-the-Home, with conduits placed from a central control panel (Distribution Box) in a "technology closet" to component locations, allowing for future technological enhancements. All pre-wiring shall be completed according to "Structured Wiring Standards for New Homes" for Fiber to the Home published by Guadalupe Valley Telecommunications Cooperative.

39. **HOUSE NUMBERING.** House numbers identifying the address of each house must be placed as close as possible to the front entry and shall be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house. The Enclave stone address monuments are acceptable and in compliance with this requirement.

40. **AIRPORT LOTS.** Lots 14-27 are eligible for the construction of Airplane Hangars. Hangars built on the above mentioned lots will be used only for storage of a private aircraft belonging to the property owner. No Rental hangars will be allowed for third party rentals. All plans for construction must be approved by the ARC, the Canyon Lake Airport Council of Co-Owners, Inc. and the Corps of Engineers (if any portion of the hangar is below the 948' elevation). Starting construction of a hangar on any lot shall automatically provide the owner membership in the "Council of Co-Owners" and ownership in an "Undivided Interest in the Common Elements and Non-Exclusive Right and Easement to use and enjoy the Common Elements". Membership in the "Council of Co-Owners" shall automatically follow the ownership of said property thereafter, and upon transfer of ownership, however caused or brought about; the new owner shall automatically be and become a member of the "Council". Membership and the Sharing of

Common Expenses are mandatory once construction of a Hanger is commenced on any lot, according to the "Condominium Declaration for Canyon Lake Airport, Phase 1," as amended. The annual "Assessment" will be prorated to the start date of construction of the Hanger. All requirements of the "Canyon Lake Airport Council of Co-Owners, Inc.", the "Architectural Review Committee" and "The Corps of Engineers" (if any portion of the hangar is below the 948' elevation) must be met. Rental Hangars are available at the airport, on a first-come first served basis, for property owners of lots within The Enclave at Canyon Lake and additional hangars may be constructed for lease or purchased as condominiums from the developer, however, the construction of any additional units will be based upon demand and is not guaranteed. Use of a rental hangar, will not obligate an Owner to join the Canyon Lake Airport Council of Co-Owners. Airplane Hangars will not be allowed on any other Lot in the development. Hangars may only be built on Lots 14-27, Phase 1 in The Enclave at Canyon Lake.

The use of Canyon Lake Airport is restricted for use by licensed pilots who are Property Owners of The Enclave at Canyon Lake and Members of Canyon Lake Airport Council of Co-Owners, Inc. or licensed pilots who are tenants of Canyon Lake Airport Hangars. Use of the airport is restricted to Small Airplane Category with a maximum takeoff weight of 12,500 pounds. All aircraft and pilots must comply with the rules and regulations established by Canyon Lake Airport and the Canyon Lake Airport Council of Co-Owners, Inc.

41. LAKEFRONT LOTS. Encroachments into the Flowage Easement are strictly prohibited. Specifically, the following structures may not be constructed in the Flowage Easement: Houses, trailer homes, or any other structure used for human habitation or Septic tanks or septic lateral drainage fields or systems. The following structures may be constructed within the Flowage Easement if an Easement Construction Permit is secured in advance from the U.S. Corp of Army Engineers: Decks/gazebos, Driveways, Utilities, Ditches/channels, Tennis courts, Swimming pools, Fences, Outbuildings, and Animal housing/barns. Any Owner of a lakefront lot may, contact the Canyon Lake Project Office at (830) 964-3341 or in writing at Canyon Lake Office, U.S. Army Corps of Engineers, 601 C.O.E. Road, Canyon Lake, TX 78133-4129 to schedule a field visit appointment with a Corps ranger to assist in locating the boundary of the Flowage Easement, or in answering any other questions concerning encroachments and the permit program.

42. ADDITIONAL LAND USE REGULATIONS. The Association is empowered to establish additional land use regulations relating to the Property, both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Article.

ARTICLE 6
EASEMENTS

1. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All drainage on Lots must comply with the area grading plans attached as Exhibit "A" and any subsequent grading plans approved by Comal County and the ARC.

2. SUBDIVISION WALLS AND MONUMENTS. An easement for construction, reconstruction, repair, and maintenance of any subdivision entry walls, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a subdivision entry wall which borders the rear of any Lot in The Enclave at Canyon Lake a P.U.D., shall be maintained by the Association and the Association may landscape the strip of land outside the wall as it deems appropriate. Vegetation growing between the subdivision entry wall and the adjoining street along the side of any corner Lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner.

3. MAINTENANCE AND ACCESS EASEMENTS. There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

4. WAIVER OF LIABILITY. Neither the Declarant nor the Architectural Review Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

5. DRAINAGE EASEMENTS. Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements are depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform any act which would alter or change the course of such drainage easements and original grading of Lots as shown on Exhibit "A" in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (b) alter, change or modify the existing contour of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee and the Comal County Drainage Engineer;
- (c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;
- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) place, store or permit to accumulate any type of debris, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

6. COMPLIANCE BY OWNER. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE 7
ON SITE INSPECTION AND DISCLOSURE

1. **CAVES AND SINKHOLES.** Natural caves and sinkholes may occur on some of the Lots in the Property. Prior to Closing the purchase of the Lot, each prospective Lot Owner should personally inspect the Lot in which he is interested and/or obtain the services and advice of a professional inspector to assure himself of the location of any such caves and/or sinkholes. If he completes the purchase of a Lot, such Lot Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

2. **SITE IMPROVEMENTS.**

(a) Each prospective Lot Owner is hereby notified that the streets in the Property are not public streets, but are private streets within a Planned Unit Development. After they have been completed and approved by Comal County the streets shall be conveyed to the Association. The Association shall have the responsibility for maintaining the streets. Although there is a fifty foot (50') street right-of-way indicated on the Subdivision Plat, the paved area is of variable width and generally is limited to twenty four feet (24') and the shoulders or concrete curbs generally are one and one half foot (1-1/2') in width. In order to maintain the aesthetics of a rural subdivision and the ambience of country lanes, the Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Lot Owner should carefully note the width of the paved portion of the streets and the proximity of trees to pavement. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement of the nature of the streets within the P.U.D.;

(ii) his acknowledgement of the proximity of the trees to the pavement;

(iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of driving on streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(iv) his agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules and regulations of the State of Texas (the same as if they pertained to private streets), in accordance with all posted traffic signs and warnings and rules and regulations of the Association, and in accordance with the terms of the Declaration, as it may be amended from time to time; and

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might

otherwise incur to the Owner and/or the Owner's family, guests and other invitees arising out of or in connection with the streets of the P.U.D. or the location of trees within the unpaved portion of the street rights-of-way.

(b). Each prospective Lot Owner also is notified that drainage ditches, culverts and other drainage facilities within the street rights-of-way in the Property, are not publicly owned, but are privately owned. Once they have been completed, the drainage facilities located within the road rights-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. Each prospective Lot Owner should carefully note the location of the drainage facilities and of any creek beds and 100-year flood plain areas. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement that the bridges, drainage ditches, culverts and other drainage features located within the street rights-of-way of the P.U.D. are not owned by a public entity, but shall be owned and maintained by the Association;

(ii) his acknowledgment that he has carefully checked the Plat of the Lot to determine if any of the Lot is affected by a creek bed or a 100-year flood plain area or is within the Flowage Easement of the Corps of Engineers for Canyon Lake;

(iii) his agreement to hire a professional engineer to evaluate the siting of improvements and to design adequate surface water drainage improvements to prevent flooding;

(iv) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such airport, bridges, drainage facilities, creek beds, 100-year flood plain areas and Flowage Easements and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(v) his agreement to refrain from unsafe conduct in the proximity of such airport, bridges, drainage facilities, creek beds and 100-year flood plain areas and to carefully supervise the conduct of any children for whom he is responsible who may be in or near such bridges, drainage facilities, creek beds, 100-year flood plain areas and Flowage Easements; and

(vi) his release, to the fullest extent permitted by law, of Declarant, Declarant's officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees to the Lot arising out of or in connection with his or their unsafe conduct in the proximity of such airport, bridges, drainage facilities, creek beds, 100-year flood plain areas or Flowage Easements.

3. "AS IS, WHERE IS". Each prospective Lot Owner acknowledges that, other than those warranties expressly stated herein, Declarant, its officers, employees, brokers, agents and salesmen, make no warranties, express or implied, as to the condition of any Lot, the Common Facilities, nor the Property itself. Each prospective Lot Owner is responsible for thoroughly

inspecting and examining the Lot in which he is interested and for conducting such investigations, either personally or through professional inspectors, of the Lot and the Property as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each Lot Owner is acknowledging that he is purchasing the Lot on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis and is further acknowledging the following:

(a) Each Lot Owner is responsible for extending a water line into his Lot from the water service line located next to his Lot and for paying the Canyon Lake Water required fees (or the fees of any other water purveyor providing water to the Lot) at the time of installation;

(b) Each Lot Owner is responsible for installing and maintaining his own septic tank system pursuant to all applicable land use regulations, including, but not limited to, those promulgated by Comal County and the Texas Commission on Environmental Quality. Declarant has no obligation with respect to sewage disposal facilities;

(c) Each Lot Owner is responsible for extending electricity into his Lot from a transformer or a pull-box located at or near the property line of his Lot;

(d) GVTC shall provide a Fiber Optic Network to the community and all services for telephone, cable TV, internet service, etc. shall be provided by GVTC; and

(e) The Association will have full responsibility for maintaining those portions of the private streets within the Property, which have been completed; such responsibility to include landscaping and to commence one year after each portion of a street has been completed. The Association also shall maintain commercial general liability insurance with coverage sufficient to adequately protect the Association, its officers, directors, employees and any Members acting on its behalf, as well as the Declarant, the members of its Board of Directors and its officers, agents, and employees from liability arising out of the construction, maintenance and/or ownership of the Common Facilities.

4. AGREEMENT. If he completes the purchase of a Lot, the Owner specifically agrees that such purchase also shall evidence the following:

(a) his acknowledgement of the existence in the Property of trees in close proximity to streets, airport, creek beds, 100-year flood plain areas, Flowage Easements, bridges, culverts, drainage facilities, caves and/or sinkholes;

(b) his agreement to accept the risk of such features for himself and his family, guests and other invitees, only to the extent, however, that the law makes such acceptance binding on his invitees without subjecting himself to the claims of invitees as third-party beneficiaries of such agreement;

(c) his agreement to waive any claim that he may have, now or in the future, whether known or unknown, against Declarant, Declarant's officers, directors, contractors, employees and agents arising out of the existence within the Property of trees within the unpaved

portion of street rights-of-way, airport, creek beds, 100-year flood plain areas, Flowage Easements, bridges, drainage facilities, caves and/or sinkholes; and

(d) his agreement to indemnify and hold harmless Declarant, Declarant's officers, directors, contractors, employees, brokers, agents and salesmen from and against any claim that such Lot Owner or any heir or assign of such Lot Owner might bring against any of them in contravention of his agreements contained in this Article 7.4.

ARTICLE 8
ANNEXATION AND AMENDMENTS

1. **ADDITION TO PROPERTY.** Additional lands may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions lie within the area outlined on Exhibit "B" attached hereto and incorporated herein by reference. Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Property. In the event Declarant annexes additional property into the Association, any property shown as a detention pond, common area, easement or similar designation on the recorded plat, which is subsequently conveyed to the Association, shall be accepted and maintained by the Association

(b) Other Additions. The owner of any property, who desires to add the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefor to the Association together with the following:

(i) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(ii) The proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt, which he seeks the Association to assume;

(iii) The proponent shall state that the proposed additions, if made, will be subject to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of the total votes of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

2. DURATION. This Declaration shall remain in full force and effect until January 1, 2025, at which time, and on each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of seventy-five percent (75%) of the Lots shall file a written agreement to abandon same.

3. AMENDMENT BY DECLARANT. Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interests of the Owners, as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy.

4. AMENDMENT BY OWNERS. This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2025, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Comal County, Texas.

ARTICLE 9 ENFORCEMENT

1. BREACH BY OWNER. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or

specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. **REMEDIES.** In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment thereto, or Rules and Regulations promulgated by the Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

(a) The imposition of a special charge not to exceed Five Hundred Dollars (\$500.00) per violation, or

(b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to attorney's fees and court costs.

3. **WRITTEN NOTICE.** Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

4. **LIEN AGAINST OWNER.** All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

5. **LIMITATIONS OF LIABILITY.** Neither the Declarant, nor the Architectural Review Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications, and/or plot plans for approval or to any Owner of a Lot in the P.U.D. by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to

disapprove any plans, specifications, plot plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

ARTICLE 10
MISCELLANEOUS

1. **TITLES.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

2. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN COMAL COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN COMAL COUNTY, TEXAS.

3. **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4. **OMISSIONS.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5. **GENDER AND GRAMMAR.** The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

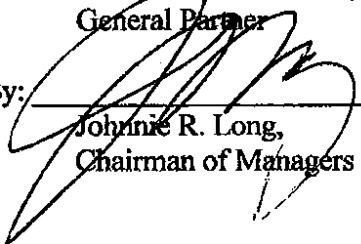
6. **DURATION.** These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the P.U.D. until January 1, 2025, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of not less than seventy-five percent (75%) of the Lots has been recorded agreeing to change said covenants in whole or in part.

7. ADDITIONAL INFORMATION. Architectural Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ARC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

EXECUTED effective the 7th day of April, 2006.

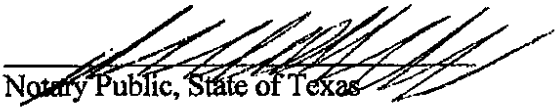
THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership

By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

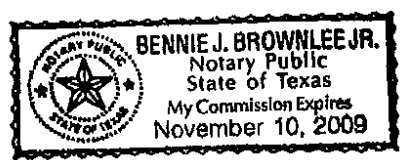
STATE OF TEXAS §
 §
COUNTY OF COMAL §

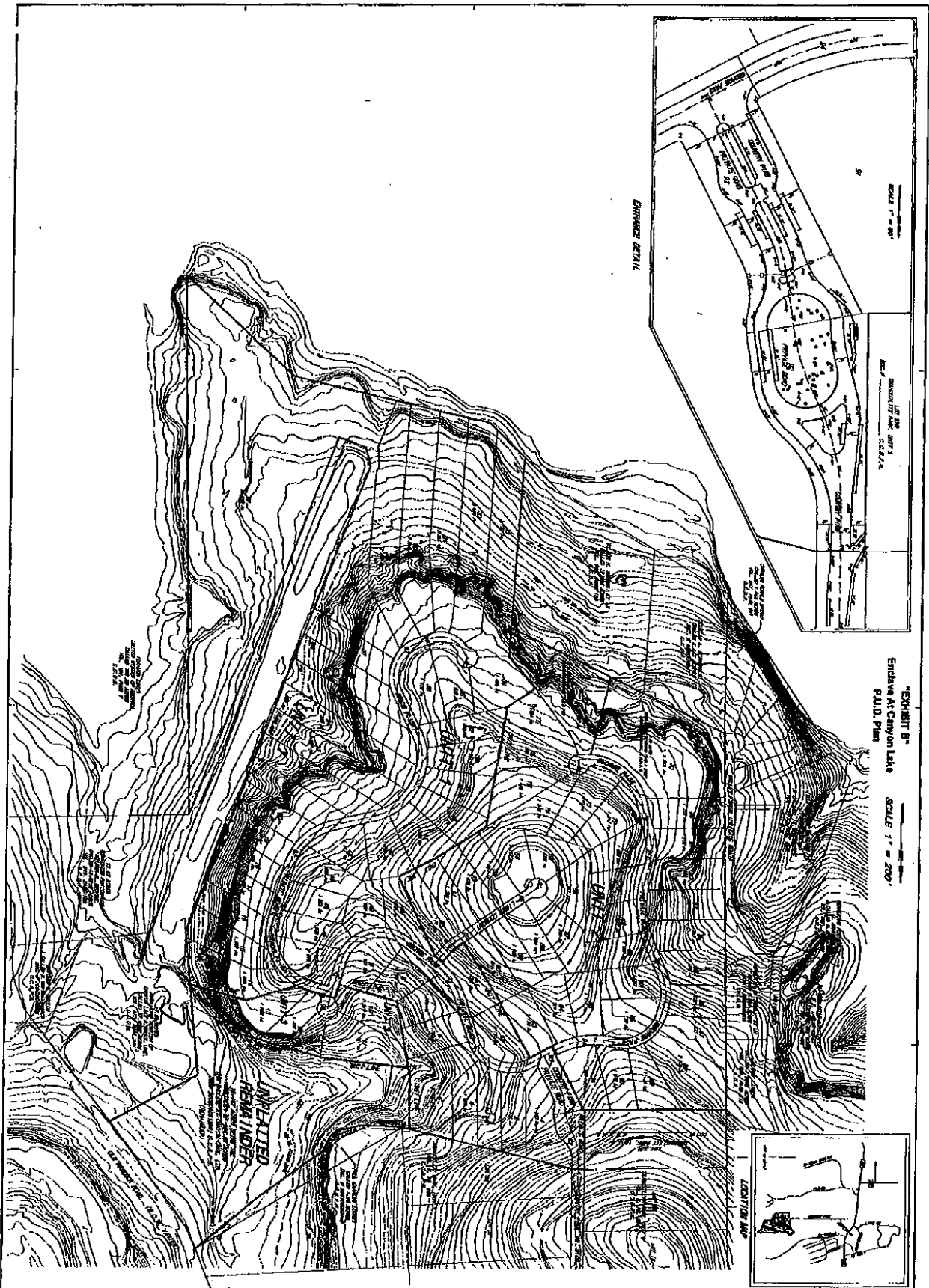
This instrument was acknowledged before me on the 7th day of April, 2006, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851





THE ENCLAVE AT CANYON LAKE, LTD.
THE ENCLAVE AT CANYON LAKE
MASTER DEVELOPMENT PLAN

BROWN ENGINEERING CO.

1000 CENTRAL EXPRESSWAY N. SUITE 200
 BOULDER, COLORADO 80502-1000
 PHONE (303) 440-8800

NO.	DATE	REVISIONS	BY
2	03/28/2014	REVISED PER OWNER CLARIFY COMMENTS	CAF
1	02/15/2014	REVISED FOR OWNER CLARIFY COMMENTS	CAF



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Doc# 200606014121
Pages 39
04/07/2006 11:38AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$168.00



Joy Streater

7
c/w

③

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF COMAL

WITNESSETH

WHEREAS, reference is made to that certain Declaration of Restrictive Covenants, Conditions and Restrictions for THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, dated April 7, 2006 recorded under Clerk's File No. 200606014121 of the Official Records of Comal County, Texas, (hereinafter referred to as the "Declaration");

WHEREAS, Article 8, Section 3 of the Declaration provides that the Declaration may be amended by the Declarant so long as Class B membership exists and Article 8, Section 4 of the Declaration provides that the Declaration may be amended by the vote of seventy-five percent (75%) of the Lots within THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT;

WHEREAS, the undersigned owner of one hundred percent (100%) of the Lots in THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, as a Class B member desires to make certain amendments to the Declaration, as more particularly hereinafter set forth;

WHEREAS, all initially capitalized, undefined terms used herein shall have the meanings set forth in the Declaration.

NOW, THEREFORE, pursuant to the applicable provisions of the Declaration, the undersigned does hereby amend the Declaration as follows, all of which amendments shall constitute covenants running with the real property and shall be binding upon all parties having any right, title or interest in the properties described in the Declaration, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Amendment to Article 3, Section 5. The undersigned does hereby agree that Article 3, Section 5 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 5 for all purposes:

5. **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.**
The annual assessment for all Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment for Lots may be increased by vote of the Members as provided herein. As provided in Article 5.18, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

2. Amendment to Article 3, Section 6. The undersigned does hereby agree that Article 3, Section 6 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 6 for all purposes:

6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on Lots, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

3. Amendment to Article 3, Section 9. The undersigned does hereby agree that Article 3, Section 9 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 9 for all purposes:

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. All Common Facilities shall be exempt from the Assessments and liens created herein. Notwithstanding any other provision contained in this Declaration to the contrary, in no event shall Declarant be obligated to pay any Assessments attributable to any Lots owned by Declarant unless and until a completed Dwelling is situated thereupon.

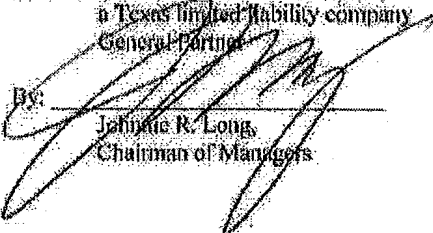
4. No Further Amendment. Except as expressly amended hereby, the Declaration remains in full force and effect in accordance with its original terms.

5. Counterparts. This agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

EXECUTED effective the 10th day of April, 2006.

THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership

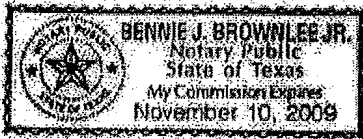
By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

STATE OF TEXAS

COUNTY OF COMAL §

This instrument was acknowledged before me on the 10th day of April, 2006, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

Doc# 200606014816
Pages 3
04/13/2006 11:45AM
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COMAL COUNTY
JOY STREETER
COUNTY CLERK
Fees \$24.00





Doc# 200606014816

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT

2
c/w

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

WITNESSETH

WHEREAS, reference is made to that certain Declaration of Restrictive Covenants, Conditions and Restrictions for THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, dated March 28, 2006 recorded under Clerk’s File No. 200606014121 of the Official Records of Comal County, Texas, (hereinafter referred to as the “**Declaration**”); and

WHEREAS, Article 8, Section 3 of the Declaration provides that the Declaration may be amended by the Declarant so long as Class B membership exists; and

WHEREAS, the undersigned owner in THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, is the Declarant and a Class B member and desires to make certain amendments to the Declaration, as more particularly hereinafter set forth; and

WHEREAS, all initially capitalized, undefined terms used herein shall have the meanings set forth in the Declaration.

NOW, THEREFORE, pursuant to the applicable provisions of the Declaration, the undersigned does hereby amend the Declaration as follows, all of which amendments shall constitute covenants running with the real property and shall be binding upon all parties having any right, title or interest in the properties described in the Declaration, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Amendment to Article 1, Section 6. The undersigned does hereby agree that Article 1, Section 6 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 1, Section 6 for all purposes:

1. Declarant declares that the property above described as constituting THE ENCLAVE AT CANYON LAKE, A P.U.D. shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of The Enclave at Canyon Lake Community Association, Inc. IT SHOULD BE NOTED, HOWEVER, THAT MANY OF THE PERIMETER LOTS ARE ADJACENT TO UNRESTRICTED OR LESS RESTRICTED PROPERTY.

2. Amendment to Article 5, Section 16. The undersigned does hereby agree that Article 5, Section 16 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 5, Section 16 for all purposes:

16. MINIMUM AREA. The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

(a) If single story - 2,800 square feet of living area, except Lots 29-33 shall have a minimum of 3,200 square feet of living area.

(b) If two story - 3,400 square feet of living area, with 2,400 square feet living area on the ground floor; except Lots 29-33 shall have a minimum of 3,800 Square feet of living area, with a minimum of 2,800 square feet living area on the ground floor.

3. No Further Amendment. Except as expressly amended hereby, the Declaration remains in full force and effect in accordance with its original terms.

4. Counterparts. This agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

EXECUTED on the dates set forth below in the acknowledgments, to be effective as of March 28, 2006.

THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership

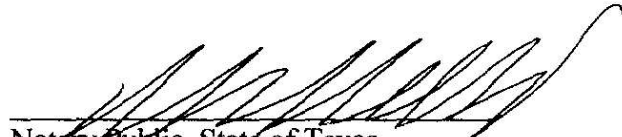
By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: _____

Johnnie R. Long,
Chairman of Managers

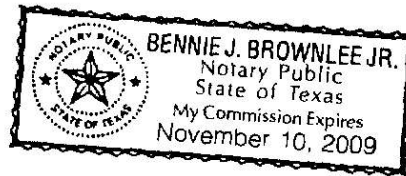
STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 30 day of July, 2006, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851



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Pages 3
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Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$24.00

 *Joy Streater*

Doc# 200606034062

CERTIFICATE OF ANNEXATION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE ENCLAVE AT CANYON LAKE
(Unit 3)

2
CS

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for The Enclave at Canyon Lake recorded in Document # 200606014121 of the Real Property Records of Comal County, Texas, reference to which record is here made for all purposes (the "Declaration") and The Enclave at Canyon Lake Architectural Guidelines recorded in Document # 200606014817 (the "Guidelines"), The Enclave at Canyon Lake, Ltd., a Texas limited partnership ("Declarant"), subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and

WHEREAS, Declarant, as set forth in Article 8, Section 1, of the Declaration, retained the right to annex and bring within the purview of the Declaration additional property as designated by Declarant out of property more particularly described by metes and bounds on Exhibit "B" of the Declaration; and

WHEREAS, Declarant now desires to designate and annex certain portions of such additional property described in Exhibit B of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the following described platted property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Declaration and Guidelines and any amendments thereto, to-wit:

- (a) Each of the following platted lots is hereby annexed as an additional "Lot" as that term is defined in the Declaration:

Lots 10 through 13, in The Enclave at Canyon Lake, a P.U.D., Unit 3, Comal County, Texas according to plat thereof recorded in Document #200706025107, of the Map and Plat Records of Comal County, Texas.

- (b) The following property is hereby annexed as additional "Common Area" as that term is defined in the Declaration:

Lot 96, in The Enclave at Canyon Lake, a P.U.D., Unit 3, Comal County, Texas according to plat thereof recorded in Document #200706025107, of the Map and Plat Records of Comal County, Texas, which lots is a private road.

Notwithstanding the foregoing, the minimum square footage of living area for each residence constructed in Unit 3 shall be 2800 square feet of living area for a single story residence and 3400 square feet of living area for a two-story, with 2400 square feet living

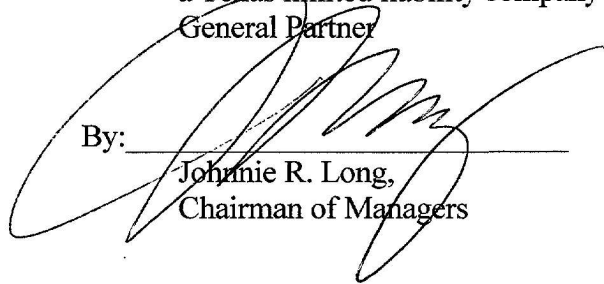
area on the ground floor. The Declaration, as amended, shall in all other respects remain in full force and effect.

EXECUTED effective as of the 25th day of June, 2007.

DECLARANT:

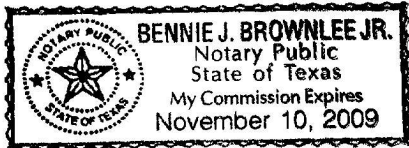
THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership

By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

STATE OF TEXAS §
 §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 25th day of June, 2007, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

Doc# 200706028371
Pages 2
07/09/2007 3:22PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$20.00





13009147 RAA #3200

CERTIFICATE OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE ENCLAVE AT CANYON LAKE (Unit 1)

5/2 T

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for The Enclave at Canyon Lake recorded in Document # 200606014121 of the Real Property Records of Comal County, Texas, reference to which record is here made for all purposes (the "Declaration") and The Enclave at Canyon Lake Architectural Guidelines recorded in Document # 200606014817 (the "Guidelines"), The Enclave at Canyon Lake, Ltd., a Texas limited partnership ("Declarant"), subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and

WHEREAS, Declarant, as set forth in Article 8, Section 1, of the Declaration, retained the right to annex and bring within the purview of the Declaration additional property as designated by Declarant out of property more particularly described by metes and bounds on Exhibit "B" of the Declaration; and

WHEREAS, Declarant now desires to designate and annex certain portions of such additional property described in Exhibit "B" of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the following described property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Declaration and Guidelines and any amendments thereto, to-wit:

- (a) A 19.336 acre tract (the "Tract") more particularly described by a metes and bounds description attached hereto as Exhibit "A" is hereby annexed as an additional "Lot" as that term is defined in the Declaration.

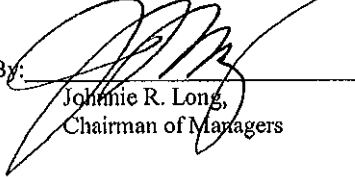
Notwithstanding the foregoing, the Tract shall be entitled to the construction of one hangar, that is otherwise in compliance with the Declaration and may utilize deer-proof fencing, provided that it is otherwise in compliance with the Declaration. The Declaration, as amended, shall in all other respects remain in full force and effect.

EXECUTED effective as of the 11th day of April, 2008.

[Handwritten signature]

DECLARANT:

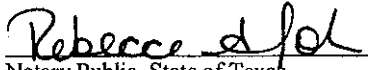
THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership
By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 11 day of ^{April} ~~March~~, 2008, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

Exhibit "A"

BROWN ENGINEERING CO.

ENGINEERING CONSULTANTS
1000 CENTRAL PARKWAY N., 8-100
SAN ANTONIO, TEXAS 78232
PHONE (810) 484-5311

A METES AND BOUNDS
DESCRIPTION OF A
19.336 ACRE TRACT OF LAND

A Metes and Bounds description of a 19.336 acre (842,261 square feet) tract of land situated in the James Eadens Survey No. 36, Abstract No. 140, Comal County, Texas; being a portion of that certain 184.30 acre tract described in instrument to the Enclave at Canyon Lake, LTD recorded as Document No. 200506031396 of the Comal County Real Property Records; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found situated in the southwesterly right-of-way line of Old Hancock Road marking the eastern-most corner of Lot 36 of Tranquility Park Unit 2, plat of which is recorded in Volume 5, Page 385 of the Comal County Map and Plat Records; marking the northeastern-most corner of that certain 1.90 acre tract described in instrument to Paul Charles Looney recorded as Document No. 200106032440 of the Comal County Real Property Records; and marking the northern-most corner of said 184.30 acre tract;

THENCE, along the southwesterly right-of-way line of said Old Hancock Road the following two(2) courses and distances:

1. South 22°51'29" East, 108.91 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") set at an angle point;
2. South 35°51'44" East, 670.31 feet to a 1/2-inch iron rod found marking the northern-most corner of that certain 21.85 acre tract described in instrument to The Enclave Airport at Canyon Lake, LLC recorded as Document No. 200506031223 of the Comal County Real Property Records;

THENCE, along the northwesterly and westerly boundary of said 21.85 acre tract the following two(2) courses and distances:

1. South 81°42'38" West, 495.66 feet to a "PK" nail (with shiner stamped "BROWN ENG") found for corner;
2. South 05°19'24" East, 277.01 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found marking the northeastern-most corner of Lot 13 of The Enclave at Canyon Lake Unit 3, plat of which is recorded as Document No. 200708025107 of the Comal County Map and Plat Records;

THENCE, along the boundary of Lots 13 and 12 of said The Enclave at Canyon Lake Unit 3 the following three(3) courses and distances:

1. North 73°41'22" West, 628.05 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found for corner;

Long, Johnnie, Sr.
Enclave at Canyon Lake, Phase IV Tract
19.336 Acres - Job No. 423-001-00, BG-20
February 20, 2008 - Page 1 of 3

Recorder's Memorandum- Comal County
At the time of recordation, this
instrument was found to be inadequate
for the best photographic reproduction
because of illegibility

2-20-2008 *WR*

2. In a southerly direction, along the arc of a non-tangent curve to the left having a radius of 475.00 feet, a central angle of $20^{\circ}42'35''$, a long chord bearing South $10^{\circ}02'02''$ West, 170.76 feet, a total arc length of 171.89 feet to a "PK" nail (with shiner stamped "BROWN ENG") found at a point of reverse curvature;
3. along the arc of a tangent curve to the right having a radius of 625.00 feet, a central angle of $13^{\circ}01'01''$, a long chord bearing South $08^{\circ}11'14''$ West, 119.02 feet, a total arc length of 119.27 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found for corner in the northerly right-of-way line of Brads Flight (50 foot wide private street right-of-way);

THENCE, in a westerly direction, with said northerly right-of-way line, along the arc of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of $80^{\circ}00'01''$, a long chord bearing North $77^{\circ}11'18''$ West, 50.00 feet, a total arc length of 52.36 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found marking the southeast-most corner of Lot 11 of said The Enclave at Canyon Lake Unit 3;

THENCE, along the boundary of said Lot 11 and Lot 10 of The Enclave at Canyon Lake Unit 3 the following four(4) courses and distances:

1. In a northerly direction, along the arc of a non-tangent curve to the left having a radius of 475.00 feet, a central angle of $13^{\circ}00'17''$, a long chord bearing North $00^{\circ}10'52''$ East, 107.58 feet, a total arc length of 107.81 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found at a point of reverse curvature;
2. along the arc of a tangent curve to the right having a radius of 525.00 feet, a central angle of $20^{\circ}01'21''$, a long chord bearing North $09^{\circ}41'25''$ East, 182.53 feet, a total arc length of 183.47 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") set for corner;
3. North $83^{\circ}20'15''$ West, 308.24 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") set at an angle point;
4. South $75^{\circ}02'45''$ West, 104.81 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") set marking the southeast-most corner of Lot 5 of The Enclave at Canyon Lake Unit 1, plat of which is recorded as Document No. 200606014077 of the Comal County Map and Plat Records;

THENCE, along the easterly boundary of said Lot 5 the following two(2) courses and distances:

1. North $10^{\circ}05'07''$ West, 82.97 feet to a "PK" nail (with shiner stamped "BROWN ENG") found at an angle point;
2. North $00^{\circ}18'39''$ West, 267.39 feet to a 1/2-inch iron rod (with cap stamped "BROWN ENG") found situated in southerly boundary of Lot 28 of aforementioned Tranquility Park Unit 2;

THENCE, South $75^{\circ}58'31''$ East, 36.17 feet along the southerly boundary of said Lot 28 to a 1/2-inch iron rod found marking the southern-most corner of Lot 38 of said Tranquility Park Unit 2 and the western-most corner of the aforementioned 1.90 acre Paul Charles Looney tract;

THENCE, along the southeasterly boundary of said 1.90 acre tract the following six(6) courses and distances:

Long, Johnnie, Sr.
 Enclave at Canyon Lake, Phase IV Tract
 19.336 Acres - Job No. 423-001-00, 80-20
 February 20, 2008 - Page 2 of 3

2-20-2008 MR

1. South 87°02'05" East, 188.62 feet to a 1/2-inch iron rod found at an angle point;
2. North 77°41'07" East, 118.43 feet to a 1/2-inch iron rod found at an angle point;
3. North 39°14'55" East, 82.25 feet to a 1/2-inch iron rod found at an angle point;
4. North 19°09'41" East, 33.03 feet to a 1/2-inch iron rod found at an angle point;
5. North 53°38'48" East, 400.52 feet to a 1/2-inch iron rod found at an angle point;
6. North 48°48'06" East, 404.15 feet to the POINT OF BEGINNING, containing 19.336 acres of land in Comal County, Texas as shown on drawing filed under Job No. 423-001-00 (BG 29) in the office of Brown Engineering Company, San Antonio, Texas.

Note: All bearings and distances referenced herein are Texas State Plane Coordinate System grid, South Central Zone (NAD83) as established by Global Positioning System (GPS).
The grid to surface scale factor is: 1.000132.

BROWN ENGINEERING CO.



Michael A. Romans
 Michael A. Romans
 Registered Professional Land Surveyor #4657
 Signature Date: 2-20-2008

Filed and Recorded
 Official Public Records
 Joy Streater, County Clerk
 Comal County, Texas
 04/13/2010 09:21:16 AM
 CASHTHREE
 201006011630

 Joy Streater

CERTIFICATE OF ANNEXATION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE ENCLAVE AT CANYON LAKE
(Unit 2)

2/2

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for The Enclave at Canyon Lake recorded in Document # 200606014121 of the Real Property Records of Comal County, Texas, reference to which record is here made for all purposes (the "Declaration") and The Enclave at Canyon Lake Architectural Guidelines recorded in Document # 200606014817 (the "Guidelines"), The Enclave at Canyon Lake, Ltd., a Texas limited partnership ("Declarant"), subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and

WHEREAS, Declarant, as set forth in Article 8, Section 1, of the Declaration, retained the right to annex and bring within the purview of the Declaration additional property as designated by Declarant out of property more particularly described by metes and bounds on Exhibit "B" of the Declaration; and

WHEREAS, Declarant now desires to designate and annex certain portions of such additional property described in Exhibit B of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the following described platted property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Declaration and Guidelines and any amendments thereto, to-wit:

- (a) Each of the following platted lots is hereby annexed as an additional "Lot" as that term is defined in the Declaration:

Lots 50 through 60, Lots 63 through 77 and Lots 80 through 91, in The Enclave at Canyon Lake, a P.U.D., Unit 2, Comal County, Texas according to plat thereof recorded in Document #200606033662, of the Map and Plat Records of Comal County, Texas.

- (b) The following property is hereby annexed as additional "Common Area" as that term is defined in the Declaration:

Lots 94 and 95, in The Enclave at Canyon Lake, a P.U.D., Unit 2, Comal County, Texas according to plat thereof recorded in Document #200606033662, of the Map and Plat Records of Comal County, Texas, which lots are private roads.

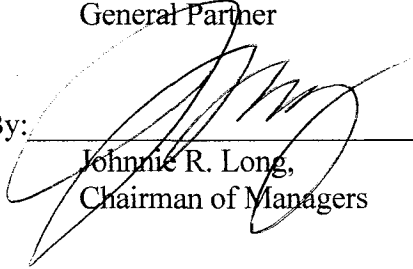
- (c) Lot 78 is not annexed and is unrestricted.

Notwithstanding the foregoing, the minimum square footage of living area for each residence constructed in Unit 2 shall be 2400 square feet of living area for a single story residence and 2800 square feet of living area for a two-story, with 2000 square feet living area on the ground floor. The Declaration, as amended, shall in all other respects remain in full force and effect.

EXECUTED effective as of the 14th day of August, 2006.


DECLARANT:

THE ENCLAVE AT CANYON LAKE LTD.,
a Texas limited partnership
By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

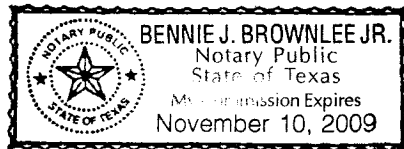
STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 14th day of August, 2006, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.

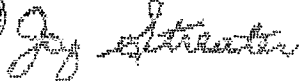

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851



Doc# 200606034063
Pages 2
08/14/2006 4:12PM
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COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$20.00



Doc# 200606034063