

Filed as Comal County Document No 80554, February 1, 1966
Original signed by Tom J Sheridan, President CLV, Inc
RESTRICTIONS OF CANYON LAKE VILLAGE, UNIT NO. 5
CANYON LAKE VILLAGE, INC.

TO
THE PUBLIC

THE STATE OF TEXAS }
 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL }

That, CANON LAKE VILLAGE, INC., a corporation, acting herein by and through its President, Tom J. Sheridan, owner of CANYON LAKE VILLAGE, Unit No. 5, a subdivision, in Comal Country, Texas, as shown on a plat recorded in Vol. 2, pp. 9, Map and Plat Record of Comal County, Texas, do hereby impress all of the property included in such subdivision with the following restrictions:

1. All lots shall be used solely for residential purposes.
2. No lot may be subdivided unless written approval is given by the corporation, its assignees or designees.
3. No building other than a single family residence containing not less than the number of square feet hereinafter shown, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in CANYON LAKE VILLAGE Unit No. 5 and no garage may be erected except simultaneous with or subsequent to erection of residence as follows:

On lots Nos. 1 and 2, 1200 square feet
On lots Nos. 3 through 11, 1000 square feet
On lots Nos. 18 through 27, 1000 square feet
On lot No. 56, 1000 square feet
On lots Nos. 22A through 22F, 800 square feet
On lots Nos. 57 and 58, 800 square feet
On lots Nos. 72 through 79, 800 square feet
On all other lots, 600 square feet

All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Servant quarters and guest house may be constructed on the rear one-third of said lots after completion of permanent residence.

4. No improvements shall be erected or constructed on any lot in CANYON LAKE VILLAGE, Unit No. 5, nearer than fifteen (15) feet to the front property line, not nearer than five (5) feet to the side property line and not nearer than twenty (20) feet to the rear property line, except that in the case of corner lots, no improvements shall be erected or constructed within ten (10) feet of said property lines adjacent to streets. In lots one hundred (100) feet or less in depth, the fifteen (15) feet set back may be ten (10) feet.

5. On lots nos. 1 through 6, 18 through 22F and 72 through 79 no roof on any building or structure shall exceed 3 ½ and 12 roof pitch and these lots are restricted to one story dwellings.

6. No building or structure shall be erected or constructed on any lots until the building plans, specifications, plot plans and external design have first been approved in writing by the corporation or by such nominee or nominees as it may designate in writing.

7. No advertising or "For Sale" signs shall be erected on any lot in CANYON LAKE VILLAGE, Unit No. 5 without written approval of the corporation.

8. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health.

9. An assessment of \$2.00 per month per lot (which may be paid monthly, semi-annually or annually), shall run against each lot in said subdivision for the maintenance of the park and recreation area, boat launching facilities and operating costs according to rules and regulations of the corporation. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to the corporation in New Braunfels, Texas, on the 1st day of January of each year or to such other persons or corporations as the corporation may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In cases where an owner owns more than one lot, there will be only one assessment for such owner. Provided, however, that if such an owner should sell one or more of his said lots to a party who theretofore did not own property in CANYON LAKE VILLAGE, Unit No. 5, then said lot or lots so transferred shall thereafter be subject to the lien provided for in Covenant 9. The title in fee simple to land designated as park and recreation area and boat launching facilities, etc., is to be retained by the corporation, its successors and assigns and the Grantee, his heirs, successors,

executors, administrators and assigns, further agrees that the use of the park and recreation area and boat launching facilities, etc., is subject to the approval of the use for membership in CANYON LAKE VILLAGE CLUB and to the corporation's rules or regulations now in force, or which may from time to time be made by the corporation, its successors or assigns.

10. No part of the said premises shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the CANYON LAKE VILLAGE CLUB.

11. All approved members of the CANYON LAKE VILLAGE CLUB and their families shall have ingress and egress to the lake, park and beach area and boat launching facilities, etc., as shown on plats of CANYON LAKE VILLAGE, subject to rules and regulations of the corporation, but all other must have written approval of said corporation. The lake, park and recreation areas and boat launching facilities, etc, shall be available for use to approved members and their families at their own risk. Use of the lake and easement area is also subject to the rules and regulations as set forth by the Army corps of Engineers, etc.

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

13. All covenants and restrictions shall be binding upon the Grantee or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.

14. The corporation reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots conveyed for the purposes of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to the corporation to supply such services.

15. The corporation agrees to build a water system and lay and install water mains within a period of six months from the date of the corporation's deed in order to make available to Grantee water for household and domestic purposes. Grantee agrees to pay the cost of connections to said water mains and understands and agrees that he will pay a monthly charge for water service on either a metered or flat rate, uniformly applicable to all residential property owners in CANYON LAKE VILLAGE, Unit No. 5.

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

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

18. Anyone purchasing a lot or lots in said subdivision must qualify for membership in CANYON LAKE VILLAGE CLUB and in the event such purchaser is not approved of such membership, then the corporation will return to the purchaser the monies paid by such purchaser for such lot or lots.

19. The term "Corporation" in the preceding restriction, being CANYON LAKE VILLAGE, Incorporated.

20. The term "Grantee" in the preceding restrictions meaning anyone purchasing a lot from the corporation, in this subdivision.

21. No water wells will be allowed to be drilled or dug on any part of the said premises without written approval of Corporation and Corporation reserves the right to reject any application to drill or dig water wells on said premises.

22. No building or structure shall be erected or constructed on said premise until such time as Grantee shall have contracted with SATTLER SUPPLY, INC., or their duly authorized agent, for the furnishing of water.

23. If and when a central sanitary sewerage system meeting the requirements of the State and County Sanitary Code and Health Regulations is installed, the Grantee shall be entitled to connect to said system upon payment of a sewer connection charge not to exceed Five Hundred Dollars (\$500.00)