

THE STATE OF TEXAS

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COUNTY OF COMAL

Whereas, Nubee Company, a corporation created under the laws of Texas, is the owner of a certain tract of land situated in Comal County Texas, which has been subdivided into lots and blocks, said subdivision being known and described Canyon Lake Estates, Sec. One (1) plat of said subdivision being recorded in the records of the County Clerk of Comal County, Texas, reference being here made thereto for more detail, and the said Nubee Company, a corporation, desires to dedicate the streets, alleys, drives, parkways and easements thereon for use by the public and by public service corporations reserving the right to itself, its successors and assigns at any time hereafter to use such streets, alleys, drives, parkways and easements for installation maintenance, repairs and renewal of any and all public utilities does hereby dedicate the streets, alleys, drives, parkways and easements to public use, and does hereby agree, and that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed subject to the following covenants, conditions, stipulations, easements and restrictions:

(a) No sign or advertising display of any kind shall be erected or shown on any lot in the subdivision, except one sign not more than five feet long and two feet high advertising an individual lot for sale or for rent, or a sign used by a builder to advertise the property for sale during the construction and sales' period.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, including keeping or breeding them for sale.

(c) No noxious or offensive trade or activity shall be carried on upon any of the property in said subdivision, nor shall anything be done thereon which is, may be or may become an annoyance or nuisance to any of the property owners in said subdivision.

(d) No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 26 feet; nor shall any dwelling be erected in said subdivision containing a dwelling area of less than 800 square feet, exclusive of porches and garages.

(e) All lots in said subdivision, except those marked "reserved" on the plat of said subdivision shall be residential lots exclusively and shall be used for residential purposes only; and not more than two families or constituents of two families shall reside on any one lot. If two families or constituents of two families live on any one lot, their dwelling places shall be erected as one building as a duplex; and no structure shall be erected on any lot in the subdivision other than a single family dwelling, or a duplex, not exceeding two stories in height.

(f) No trailer, basement, tent, shack, garage, barn, or other out-building erected on any portion of the subdivision shall be used as a residence, except as provided below; nor shall any residence of temporary character be permitted. No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon: and then such temporary building must be on the lot on which construction is in progress and not on any adjoining lot, street or easement. On completion of construction of the dwelling, the temporary building shall be removed, except that such buildings may be used as detached garages in connection with the dwellings. No temporary building or structure shall be used for residential during construction; provided that such temporary buildings may be used during construction for a period not exceeding 90 days.

(g) No garage apartment for rental purposes will be permitted. Living quarters on property other than in the main dwelling house may be used for bona fide servants only, and such servants' quarters shall not contain kitchen facilities.

(h) No fence, wall or hedge shall be erected, grown or maintained of a height of more than five feet.

(i) No garage, servants' house or other out building of any kind shall be erected on any lot nearer than five feet from either side property line, or from the easement line on the rear or side property line of said lot where easements are shown thereon; but this restriction shall not apply to garage or servants' quarters which are a part of the main dwelling. All of such garages or servants' quarters shall be equipped with doors completely inclosing them. No outside toilets will be permitted.

(j) No building of frame construction on the exterior shall be constructed in the subdivision unless it, or immediately following construction, receives at least two coats of paint.

(k) No building materials of any kind or character shall be placed or stored upon any part of the subdivision except such temporary storage as is necessary to carry on construction of the improvements; and then such materials shall be placed within the property lines of the lot upon which the improvements are to be erected.

(l) No refuse, stumps, trees, underbrush, trash or scrap material of any kind shall be permitted to remain on any lot in the subdivision except temporarily during the construction of improvements, or while the lot is being graded or cleared. All such material must be disposed of immediately; and if accumulated during construction of improvements, must be immediately removed upon completion.

(m) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavation shafts or similar structures be permitted upon any lot or portion thereof, other than that necessary to store fuel for domestic use.

(n) No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the architectural control committee as to quality of workmanship and materials, as to compliance with these restrictions and as to location with respect to topography and finish grade elevation. The architectural control committee shall be composed of S. M. Fuller, Ernest A. Knipp and Mayes E. Fuller,

and a majority of the committee may designate a representative to act for it. In the event of death, resignation or inability to act of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the committee nor any member of it shall be entitled to any compensation or fees for any services performed as a member of the committee. After 50% of the lots in said subdivision have been sold, the then record owners of a majority of the lots in the subdivision shall have the power to change the membership of the committee or its powers and duties. Evidence of the determination of any such changes shall be by a written instrument recorded in the Deed Records and signed by a majority of the then record owners of lots. The committee's approval or disapproval shall be in writing and shall be made promptly after submission of plans and specifications by the applicant. If the committee or its representative fails to approve or disapprove plans and specifications within 30 days after submission thereof in writing, approval will not be required, provided that no suit to enjoin the proposed construction has been commenced by any property owner within such 30 day period.

(o) After more than 50% of the lots in said subdivision have been sold, the architectural committee shall assess against each lot owner annually, a sufficient sum per square foot of area to provide for maintenance of water service and for disposition of garbage and sewage; and any such annual assessment shall constitute a lien upon the land upon the filing of a written statement of the amount of such assessment in the office of the County Clerk; provided that the then record owners of the majority of the lots shall have the power to revoke or change the annual assessment for such purposes; and a majority of such record owners may likewise enlarge the purposes for which the fund may be used. Such assessment shall be limited to an amount sufficient to pay the actual and reasonable necessary expenses involved without profit.

The restrictions above set forth shall not apply to any lots or tracts designated "reserved" upon the plat of said subdivision; and all of such restrictions shall be binding as to the lots covered thereby upon the company, its successors and assigns and all subsequent property owners in said subdivision and all dwellers therein, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions. The company, its successors and assigns and any property owner in the subdivision may enforce the restrictions, covenants and conditions above provided in any manner permitted by law, and in addition to all other remedies, the company, its successors and assigns and any property owner in the subdivision shall have the right to maintain a suit for an injunction, either prohibitive or mandatory; and the waiver of any such right in any instance shall not deprive the company, its successors or assigns or any property owner in the subdivision from asserting such rights at any later date. Any person, firm or corporation supplying or furnishing any utility, such as water, sewers, electric lights and telephones shall have the right of access in, on or along any street or any easement across any portion of such property, without liability to the owner for any damages to bushes, shrubs or other obstructions.

In testimony whereof, the Nubee Company has caused this instrument to be executed by its officers thereunto duly authorized and to be recorded in the Deed Records of Comal County, Texas this _____ day of _____, 19 _____

NUBEE COMPANY

By _____
President

ATTEST:

Secretary

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Now, therefore, For and In Consideration of the Premises, the undersigned hereby alters the architectural control committee which for Canyon Lake Estates situated in Comal County, Texas, shall be composed of E. A. Jaksa, B. W. Taylor and S. M. Fuller, of which any two may approve or disapprove submitted plans by prospective purchasers together with all of the other rights and powers as set out in the restrictions as they now exist.

EXECUTED this 18 day of May, 1971.

NUBEE COMPANY

By: *A M Fuller*