

## Creekwood Ranches Deed Restrictions Unit 2

### RESTRICTIONS, RESERVATIONS, COVENANTS FOR CREEKWOOD RANCH, UNIT 2

THAT Village Craftsmen, Inc., a Texas Corporation acting herein and through its duly authorized officers, being the owner of Creekwood Ranches, Unit 2, a Subdivision in Comal County, Texas a plat of which is duly recorded in Volume 5, pages 198-203, of the Map and Plat records of Comal County, Texas, does hereby make and publish restrictions, reservations and covenants which are to apply to and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession of property in said subdivision is divested out of the present owner and vested in any other person or party. All property in said subdivision shall be conveyed, held and used subject to said limitations, restrictions, reservations and covenants all of which shall run with the land. Said restrictions and covenants shall be enforceable by all persons who shall own property in said subdivision.

THE limitations, restrictions, reservations and covenants hereby adopted and published are those set forth in Exhibit "A" attached hereto and made part hereof as though copied here in full.

#### EXHIBIT A

It is mutually agreed by and between the parties hereto that the property above described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. All tracts shall be used solely for residential purposes, Grantor expressly reserves the right until January 1, 1980, to amend these Restrictions which amendment may be accomplished by a written instrument filed of the record in the office of the County Clerk of Comal County, Texas.
2. No portion of a tract less than the whole thereof may be sold, and no tract may be re-subdivided, without the written approval of the Grantor, its successors, assigns or designees.
3. No building other than a single-family residence containing not less than 2000 square feet, exclusive of open porches, breezeways, carports, and garages, and having not less than 75% of its exterior walls constructed of masonry (brick or rock), shall be erected or constructed on any residential tract, and no garage can be erected other than simultaneously with or subsequent to the erection of the residence. All buildings must be completed no later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Servants' quarters or guesthouse may be constructed to the rear of a permanent residence. All buildings must be built on a concrete slab foundation. Exterior roof must be of asphalt composition shingle, wood shingle or tile only. All structures must be of new conventional construction. No house trailers, old homes, modular homes, pre-built homes or panelized homes may be moved into Creekwood subdivision.
4. No improvement shall be erected on any tract in CREEKWOOD nearer than seventy-five feet (75') to the front property line nor nearer than twenty feet (20') to the side of the property line, except that in the case of corner tracts no improvements shall be erected or constructed within twenty feet (20') of said property lined to the street. No materials of any kind shall be placed or stored on any tract unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on any tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of Grantor, in violation of the above stipulation and agreement.

Grantor may notify Grantee by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten days (10) after the mailing of such notice, Grantor may remove said material from the property, dispose of such material, and charge Grantee with removal and disposition costs, and Grantor shall have no liability to Grantee by virtue of the exercise of right of removal.

5. No building or structure shall be erected, constructed, or moved onto any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Grantor, or by such nominee or nominees as Grantor may designate.

6. No building or structure shall be occupied or used until all exterior portions thereof are completely finished in accordance with Paragraph 3 and 4 hereof, and any structure, or part thereof, constructed of lumber shall be finished with not less than two coats of paint. Permits must be obtained from Comal County for construction of the residence, septic tank and well.

7. An assessment of \$4.00 per month shall run against each tract for the use and maintenance of roads, park recreation areas and operation costs according to rules and regulations of Grantor. The decision of Grantor, its nominee or designee, with respect to the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be, and is hereby, secured by a lien on each tract respectively, and shall be payable to Grantor in Comal County, Texas, on the 1st day of June of each year, commencing June 1, 1978, or to such other persons as Grantor may designate by instrument filed of record in the office of the County Clerk of Comal County, Texas. In case where one owner owns more than one tract in CREEKWOOD, there will be only one assessment in the amount above stipulated; provided, however, that in the event said owner should sell one or more of his tracts to a party who therefore did not own property in the above Subdivision, then said tract so transferred shall thereafter be subject to the assessment and lien herein provided for. The title in fee simple to land designated as park-recreation areas on the plot or said Subdivision is to be retained by Grantor, its successors or assigns, and the Grantee, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park-recreation areas are subject to the approval of the user by Grantor, its successors or assigns, and to the rules or regulations of Grantor now in force, or which may from time to time be made by Grantor, its successors, which rules shall be binding upon the Grantee, its successors or assigns. All property owners in good standing, and their families, shall have ingress and egress to the park-recreation areas and shall be at user's own risk. The assessment provided for in this Paragraph, and the liens securing payment of same, shall, except as to accrued and unpaid assessments, expire and be of no further force and effect after January 1, 1994, or after Grantor, its successors or assigns, shall have filed for record in the office of the County Clerk, Comal County, Texas, a written statement to the effect that sixty percent (60%) or more, of the tracts in the aforesaid Subdivision have been conveyed to buyers, whichever event shall first occur; provided, however, that Grantor, its successors or assigns, shall have the right at any time prior to the termination of said assessments, and the liens securing payment of same, to a Texas Non-Profit Corporation membership of which shall be open to all owners of property in aforesaid Subdivision, and having as members at the time of said transfer at least twenty percent (20%) of the owners of property in said Subdivision, in which obligation in connection with said assessment, except the obligation to retain such an assessment and lien for the benefit of said Texas Non-Profit Corporation in all subsequent conveyances by Grantor of tracts in said Subdivision. In the event of such a transfer of said assessments, and the liens securing payment there, to such a Texas Non-Profit Corporation, said assessments, and the liens securing payments thereof shall remain in full force and

effect until the same may be terminated and released by said Texas Non-Profit Corporation. Further, from and after the transfer of said assessment and liens to such Texas Non-Profit Corporation, acting by and through its members aforesaid, shall have the right and authority to change the amount of said assessment as may be deemed advisable. Should said Texas Non-Profit Corporation terminate and release said assessments and liens while Grantor is still the owner of property in said Subdivision, Grantor shall not be obligated to retain such an assessment and lien in any subsequent conveyance of property in the Subdivision.

8. No noxious, offensive, unlawful or immoral use shall be made of any tract.

9. No hogs or goats of any kind shall be raised, bred, or kept in tract. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No more than two (2) horses or cattle shall be kept on any tract.

10. The covenants and restrictions herein contained shall be binding upon Grantee, his successors or assigns. Said Covenants and restrictions are for the benefit, and shall be enforceable by, Grantor and any other owner or owners of property in CREEKWOOD.

11. Grantor reserves to itself, its successors and assigns, an easement or right-of-way over a twenty (20') foot strip along the front and five (5') foot strip along the side and rear boundary lines of the tract or tracts herein described, for the purpose of installations or maintenance of public utilities, including, but not limited to, gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services. Should a utility pipeline be installed in the rear property easement as herein reserved. Grantee agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.

12. All tracts are subject to easements and restrictions now of record and are subject to applicable zoning rules and regulations.

13. In the event of transfer or assignment of this contract, which can be done only with the consent of Grantor in writing, the assignee shall succeed to all of the rights and liabilities of the Grantee. In the event Grantor should consent to such an assignment, a transfer fee of \$25.00 will be payable by Grantee to Grantor.

14. No tract shall be used as or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking, or auto storage yards shall be located on any tract.

15. Except as hereinafter provided, the restrictions herein contained shall run with the land until June 1, 1998, provided, however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these reservations for successive ten-year periods from and after the aforesaid date.

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

17. Shooting of fire arms or hunting for birds or wild game of any kind on any tract is strictly prohibited.

18. All fencing paralleling a street within seventy-five feet (75') of the street must be constructed in an identical manner, both in materials and workmanship, as the fencing at the FM 46 entrance to the Creekwood subdivision.