

## Creekwood Ranches Deed Restrictions Unit 3

### RESTRICTIONS, RESERVATIONS, COVENANTS FOR CREEKWOOD RANCH, UNIT 3

That VILLAGE CRAFTSMEN, INC., a Texas corporation acting herein by and through its duly authorized officers, being the owner of Creekwood Ranches, Unit 3, a subdivision in Comal County, Texas, a plat of which is duly recorded in Volume 7, pages 75/76, of the Map and Plat records of Comal County, does hereby impress all the property included in such subdivision with the following restrictions, assessments, and easements, which are to apply to and become a part of all contract 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 restrictions, assessments and easements shall be enforceable by all persons who shall own property in said subdivision.

1. All tracts shall be used solely by single-family residential purposes.
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 Village Craftsmen, Inc., its successors, assigns or designees.
3. No residence, except for servant's quarters or guest house, containing less than 2000 square feet, exclusive of open porches, breezeways, carports and garages shall be erected or constructed on any tract. No garage may be erected except contemporaneously with or subsequent to the erection of a residence. All buildings must be completed no later than six (6) months after laying the foundation. All buildings must be built on a concrete slab foundation. All buildings must have no less than 75% of its exterior walls constructed of masonry (brick or rock). All roofs must be of asphalt composition shingle, wood shingle or tile. Servants quarters or guesthouse may be constructed to the rear of a permanent residence. No building or structure shall be used or occupied or used until all exterior portions thereof are completely finished, and any structure, or part thereof, constructed of lumber shall be finished with not less than two coats of paint.
4. No improvement shall be erected on any tract in Creekwood Ranches, Unit 3, nearer than seventy-five feet (75') from the street line nor nearer than twenty feet (20') from the adjacent property line. No material 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.
5. All driveways must be paved.
6. No building or structure shall be erected, constructed or moved onto any tract until the building plans, specifications, or plot plans and external design have first been approved in writing by Village Craftsmen, Inc., or by such nominee or nominees as Village Craftsmen, Inc. may designate. All structures must be made of new conventional construction. No house trailers, old homes, modular homes, pre-build homes or panelized homes may be moved into Creekwood Ranches, Unit 3.
7. No noxious, offensive, unlawful or immoral use shall be made of any tract.
8. No hogs or goats of any kind shall be raised, bred, or kept on any 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.

9. No tract shall be used 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 and sanitary condition. No junk, wrecking, or auto storage yards shall be located on any tract.

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

11. No wire fencing, including, but not limited to, cyclone, barbed or mesh, may be constructed along the street line or adjacent property lines within seventy-five feet (75') thereof.

12. Village Craftsmen, Inc, reserves itself, its successors and assigns, an easement or right-of-way over a twenty foot (20') strip along the street and a ten foot (10') strip along the side of a rear boundaries 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 thereof, including the right to remove and/or trim trees shrubs or plants.

13. The title in fee simple to land designated as park-recreation areas on plat of said Subdivision is to be retained be Village Craftsmen, Inc., its successors and assigns. An assessment of \$4.00 per month shall run against each tract for the use and maintenance of roads and park-recreation areas and for the operational costs thereof. Said assessment shall be due and payable to Village Craftsmen, Inc., its successors or assigns and shall be secured by a lien by each tract. The assessment provided for in this paragraph, and the liens securing payment of same, shall, except as accrued and unpaid assessments, expire and be of no further force and effect after January 1, 1994 or after Village Craftsmen, Inc., 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.

14. All tracts are subject to easements and restrictions now of record, and are subject to any applicable statutes, zoning rules, and administrative regulations.

15. These restrictions, assessments and easements are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in running with the land and shall be fully binding upon all persons acquiring property in Creekwood Ranches, Unit 3, whether by decent, devise, purchase or otherwise: and any person by the acceptance of title to any tract of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing covenants.

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 wise effect any of the other provisions, which shall remain in full force and effect.