

Creekwood Ranches Deed Restrictions Unit 4

RESTRICTIONS, COVENANTS, ASSESSMENTS AND EASEMENTS FOR CREEKWOOD RANCHES, UNIT 4

THIS DECLARATION is made on the date hereinafter set forth by VILLAGE CRAFTSMEN, INC., a Texas corporation, acting herein by and through its duly authorized officers, and DAVID F. REESE and wife, KATHY A. REESE, jointly hereafter referred to as Declarant;

WHEREAS, VILLAGE CRAFTSMEN, INC. is the owner of Creekwood Ranches, Unit 4, save and except Lot 49 thereof, a subdivision in Comal County, Texas, a plat of which is duly recorded in Volume 8, Pages 174-175, of the Map and Plat records of Comal County, Texas;

WHEREAS, DAVID F. REESE and wife, KATHY A. REESE, are the owners of lot 49 situated within the above described Creekwood Ranches, Unit 4; and

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed, subject to the following restrictions, covenants, assessments and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure of the benefit of each owner thereof.

I. DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

- 1.1 "Articles of Incorporation" – the Articles of Incorporation of the Association
- 1.2 "Assessment" – the annual maintenance charge made and levied by the Association against each Owner and his Tract in accordance with the provisions of these Restrictions.
- 1.3 "Association" – Creekwood Ranches Property Owners Association, Inc., a Texas Nonprofit Corporation.
- 1.4 "By-Laws" – the By-Laws of the Association
- 1.5 "Common Area" – the Land, save and except the Tracts.
- 1.6 "Declarant" – Village Craftsmen, Inc., a Texas Corporation, and David E. Reese and wife, Kathy A. Reese.
- 1.7 "Land" – that certain tract or parcel of land situated in Comal County, Texas, such tract or parcel of land being more particularly described on the Plat, and Exhibit "A" attached hereto.
- 1.8 "Member or Members" – a Member or Members of the Association.
- 1.9 "Owner or Owners" – any person or persons, firm, corporation, or other entity or any combination thereof that owns, of record, title to a Tract.
- 1.10 "Plat" – the map or maps, plat or plate recorded in volume 8, pages 174 – 175, in the Map and Plat records of Comal County, Texas, relative to the land, any replat thereof, if any.

1.11 "Restrictions" – these restrictions, covenants, conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all Tracts and common areas in the Subdivision as set out in this instrument or any amendment thereto.

1.12 "Tract or Tracts" – each of the Tracts shown by the Plat. Moreover "Tract" shall also mean a building site for a Unit designated pursuant to Section 3.1 herein below. The term "Tract" is used herein interchangeably with the term "Lot".

1.13 "Unit" – Single Family Residence and appurtenances constructed on a Tract.

II. GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

2.1 General. Each Owner shall use his Tract and his Unit, if any, thereon for single-family residential purposes only. As used herein, the term "Single Family Residential Purposes" shall be deemed to prohibit specifically, but without limitation, the use of lots for duplex apartments, garage apartments or other apartment or multifamily uses or for any business, professional or other commercial activity of any type.

2.2 Trailers and Mobile Homes. No trailers, mobile home trailers of any kind, old homes, modular homes, pre-built homes or prefabricated homes or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street (public or private) within the Subdivision; provided, however that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvements approved by the Association.

2.3 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Subdivision, and no odors shall be permitted to arise there from, so as to render any such property or portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance, offensive, unlawful or immoral use shall be made to exist or operate upon any such property within the Subdivision.

2.4 Trash Containers and Collection. No tracts shall be used or maintained as a dumping ground for rubbish. No garbage or trash shall be placed or kept on any part of the subdivision except in covered 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 kept on any tract.

2.5 Animals. Only a reasonable number of generally recognized house or yard pets and a maximum of two (2) horses or two (2) cattle, shall be maintained in any part of the subdivision and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Without limiting the generality of any of the foregoing provisions, no hogs or goats of any kind shall be raised, bred, or kept on any tract.

2.6 Restriction on Further Subdivision. No Tract shall be further subdivided, and no portion less than all of any such Tract, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Association.

2.7 Firearms and other Weapons. The use or firing of firearms or other weapons on any tract in the Subdivision is expressly prohibited. The hunting or trapping for birds and other wild game of any kind on any Tract in the Subdivision is expressly prohibited.

III. APPROVAL OF PLANS

3.1 Buildings and Improvements. No building or improvement of any kind will be erected, placed, constructed, maintained or altered on any portion of any Tract until the building plans, specifications, plat plans and external design for such building or improvement have been submitted in writing to and approved in writing by the Association. The building site shall be designated in the plans submitted to the Association. The determination of the Association shall be in its sole discretion.

IV. CONSTRUCTION REQUIREMENTS

4.1 Size of Residence. No Unit, except for servants' quarters or guest house, containing less than 2000 square feet, exclusive of open porches, breezeways, car ports and garages shall be erected or constructed on any Tract.

4.2 Foundation. All buildings erected or constructed on any Tract in the Subdivision must be built on a concrete slab foundation.

4.3 Driveways. All driveways or parkways appurtenant to any Tract in the subdivision must be paved.

4.4 Garages. No garage may be erected or constructed except contemporaneously with or subsequent to the erection of a Unit.

4.5 Materials. All buildings situated on any Tract shall have no less than seventy-five percent (75%) of its exterior walls constructed of masonry. Any structure, or any part thereof, constructed of lumber shall be finished with not less than two coats of paint.

4.6 Roofs. All roofs of buildings situated on any Tract must be constructed of asphalt composition shingle, wood shingle, or tile.

4.7 Servants Quarters. Servant's quarters or a guest house may be constructed to the rear of a Unit on any Tract in the Subdivision.

4.8 Setback Requirements. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed, and maintained in conformity with platted setback lines. Without limiting the generality of the foregoing provision, no improvement shall be erected on any tract in the Subdivision nearer than seventy-five feet (75') from the street line, nor nearer than twenty feet (20') from the adjacent property line. No structural improvements, except for mailboxes, exterior lighting, and sidewalks leading from the street to the Unit, shall be located on any Tract between building setback lines pertaining to such Tract and the street right-of-way on which each tract fronts.

4.9 Building Occupancy. No building or structure part of a Unit shall be occupied or used until all exterior portions thereof are completely finished.

4.10 Walls and Fences. No wire fencing, including, but not limited to, cyclone, barbed or mesh, shall be erected or maintained along the street line or adjacent property lines or within seventy-five feet (75') thereof. All fences and walls wherever located on a tract must be of ornamental iron, wood, or masonry construction and must be compatible with the finish of the structure and improvements.

4.11 All buildings must be completed not later than six (6) months after laying the foundation.

V. RESERVATIONS AND EASEMENTS

5.1 Streets. Title to all streets, dikes, boulevards and other roadways, and to all easements shown on the Plat, is hereby expressly reserved and retained by the Declarant subject only to the grants and dedications expressly made on the Plat.

5.2 Easements and Right-of-ways. Declarant reserves the utility easements, roads and Rights-of-way shown on the plat for the construction, addition, maintenance, and operation of all utility systems (which systems shall include systems for drainage purposes), now or hereinafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, water supply, and sewer services, including systems for utilization of utilization of services resulting in advances in science and technology, and including the right to remove and/or trim trees, shrubs and plants. There is hereby created an easement upon, across, over and under all the Subdivision ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supply services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the land within the drainage and utility easements now or from time to time existing and from the service line situated within such easements to the point of service on or in any structure.

5.3 Easements to Association. An easement is hereby granted to the Association in and to the Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone and television antenna, and similar services) to the Units and Common Areas.

5.4 Additional Easements. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway right-of-way, by instruments recorded in the Office of the County Clerk of Comal County or by express provisions in conveyances, with respect to tracts that have not been sold by declarant.

5.5 Applicable Zoning Statutes. All Tracts in the Subdivision are subject to easements and restrictions now of record, and are subject to any applicable statutes, zoning rules, and administrative regulations.

VI. MANAGEMENT AND OPERATION OF SUBDIVISION

6.1 Homeowner's Association. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power, and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, insuring and operation of the Subdivision as herein provided for and as provided for in the By-Laws and the Articles of Incorporation.

6.2 Membership. Every person or entity who is the Owner of a fee or of the equitable title, by contract for deed or otherwise, in a Tract of the Creekwood Ranches Subdivision, units 1, 2, 3 or 4, Comal County, Texas, shall be a member of the Association, subject to the condition in the By-Laws.

6.3 Voting Rights. Members shall be entitled to one vote. In cases where the one Owner owns more than one Tract, said owner will be entitled to one vote, provided, however, in the event said owner should sell one or more of the said tracts to a party who did not theretofore own property then the new owner shall thereafter be entitled to one vote. When more than one person holds such interest in any

Tract, all such persons shall be members and the vote for such a tract shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such tract.

VII. MAINTENANCE EXPENCE CHARGE

7.1 Assessment Charge. Each tract shall be subject to an annual maintenance charge of FORTY-EIGHT DOLLARS (\$48.00) per year for the use and maintenance of common areas and park-recreation areas and for the operation costs thereof. The amount of the annual maintenance fee charge for each tract may be increased or decreased by the Association from time to time, but not more often than once per year. The Assessment provided for in this paragraph shall be due and payable to the Association and shall be secured by a lien on each Tract.

7.2 Assessment Charge to the Village Craftsmen, Inc. All tracts held by Village Craftsmen, Inc. shall be subject to only one assessment, as if Village Craftsmen, Inc. were the owner of only one Tract and regardless of the number of tracts owned. Such Assessment shall be due and payable by Village Craftsmen, Inc. until ninety percent (90%) of all Tracts in Units 1, 2, 3, and 4 are sold, conveyed or transferred by Village Craftsmen, Inc., at which time the limitations of this paragraph shall cease.

VIII. MISCELLANEOUS

8.1 Duration. These Restrictions shall remain in full force and affect until November 1, 2000, 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.

8.2 Enforceability. The restrictions adopted and established for the Subdivision by these Restrictions are imposed upon and made applicable to the Subdivision and shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each purchaser, grantee, owner and lessee in the Subdivision, or any portion thereof, and the respective heirs, legal representatives, successors and assigns of the Subdivision, the Association and each such purchaser, grantee, owner, and lessee.

8.3 Severability. In the event of the invalidity of partial invalidity or partial unenforceability of any provision or a portion of these Restrictions, the remainder of the Restrictions shall remain in full force and effect.

8.4 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

8.5 Articles and Selection. Article and Selection headings in these Restrictions are for convenience of reference and shall not affect the construction of the interpretation of these Restrictions. Unless the context otherwise requires, references herein to Articles and Sections of these restrictions.

8.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, and directors, shall not be liable to any Owner or lessee of the land or any portion thereof or to any other party for any loss, claim

or demand in connection with a breach of any provision of these restrictions by any party other than the Declarant.

8.7 Remedies. In the event that any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the Association, each purchaser, grantee, owner or lessee of the Subdivision, or any portion thereof, may institute and prosecute and proceeding at law or in equity (i) to abate, preempt or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation.