

DEED RESTRICTIONS FOR CYPRESS LAKE GARDENS AND
REBECCA CREEK PARK TAKEN FROM FILES OF COMAL COUNTY
VOL 156 PG 254, VOL 160 PG 159, VOL. 172 PG 509, VOL. 199 PG 345

1. LAND USE AND TYPE OF BUILDING OR DWELLING: No lot or tract shall be used except for residential purposes; other than in the commercial area designated. No building shall be erected, altered, or placed upon, or permitted to remain on any lot or tract other than a single detached family dwelling, except in the area designed for apartments, or by written permission of the Seller.

The Seller reserves the right to vary the use of any property notwithstanding the covenants, restrictions and reservations should it be deemed to be to the best interest of the property. To grant such variances to permit use of residential lots for business purposes. Any variance shall be specifically recorded and stated in the deed records.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed upon or altered on any lot or tract until the construction plans and specifications, and plot plan, showing the location of the structure, have been approved by the Seller, successors, assigns or designee, as to the exterior design and materials. NO TWO-STORY dwelling shall be erected on any lot except in designated areas.

3. COST, QUALITY AND SIZE: The minimum square feet of living area, exclusive of carports, porches, breezeways and garages, is 900 square feet, with each block having various minimum square feet requirements, as specified and agreed on with Seller at time of purchase and as shown on the contract for deed or the price list at time of sale. This is required to prevent mixing of low cost and higher cost homes.

4. BUILDING LOCATION: No building shall be located on any lot nearer than 30 feet to the front lot line and nearer than 10 feet to the side property line. On corner lots the set back is 20 feet from the lot line adjacent to the street. No garage may be erected except simultaneously with or subsequent to the erection of the dwelling. All buildings must be completed not later than six (6) months after laying foundation; this applies to servant's quarter and guest houses also.

5. TEMPORARY STRUCTURES: No structures of a temporary character, and no basement, tent, shack, garage or barn or other out-buildings shall be used at any time on any lot as a residence, either temporary or permanent.

6. SANITARY – HEALTH REGULATIONS: No outside toilet shall be installed or maintained on any premise and all plumbing shall be connected to a sanitary sewer or septic tank approved by the State and/or local Department of Health, before any work pertaining to location of utilities, building, etc., must be approved as to said location by the Seller and County or local Health Department.

7. REMOVAL OF TREES AND EXCAVATION: No removal of trees, nor excavation of any material other than for landscaping, construction of buildings and driveways will be permitted and with approval of Seller.

8. BUSINESS OR COMMERCIAL BUILDING: Motel and tourist court or home shall be deemed as business use. Lots or lots designated for business may be used either for residential or business purposes provided, if used for a business, the nature of the business must first be approved by the Seller in writing. No noxious, offensive, unlawful or immoral use shall be made of the business.

9. ADVERTISING: No property owner or agent shall place upon a lot or lots or tract a sign "FOR SALE" -without written consent of the Seller. All signs must have written consent of Seller.

10. EASEMENT FOR UTILITIES: An easement for the installation of utilities and drainage is reserved on each boundary line of each lot or tract for five (5) feet on either side including right to remove, or trim trees, shrubbery and plants. This reservation is for the purpose of installing utilities as and when any private authority or public utility company may do so and service same, with no obligation by the Seller to supply such services.

11. USE OF RECREATION AREA FACILITIES AND PRIVATE STREETS: Use of recreation area and facilities provided by the Seller, its successor or assigns, is confined to property owners and members, subject to the rules and regulations posted in a prominent place, office and clubhouse.

The Seller's custodians, representatives, the utilities company service personnel have the right to enter the recreational area and facilities. All streets are private for the use of property owners and invited guests: this rule applies to scenic drives and trails as well.

Anyone traversing the property, private streets, trails, scenic drives, park area, using or participating in any recreation or facilities, does so at his own risk.

The use of Canyon Lake and easement is subject to the rules and regulations of the U.S. Corps of Engineers.

12. SEVERABILITY: Invalidation of any of these covenants and restrictions by judgement of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. MAINTENANCE FUND: Each lot in Rebecca Creek Park and Cypress Lake Gardens shall be subjected to an annual maintenance charge of not more than \$60.00 per lot for the purpose of creating a fund to be known as the Rebecca Creek Park and Cypress Lake Maintenance Fund and which maintenance charge shall be paid by the owner of each lot in Rebecca Creek Park and Cypress Lake Gardens. This maintenance charge shall be secured by a vendor's lien on each lot as and when sold which said vendor's lien shall be subordinated, secondary and inferior to any improvements loan placed on said lot. Such maintenance charge shall be paid annually on the date of purchase, \$55.00 or \$5.00 per month if paid monthly. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and /or deed executed and delivered with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment of maintenance expenses for any or all of the following purposes: lighting, improving and maintaining roads, park areas, vacant lots, garbage and rubbish disposal and any other things necessary or desirable in the opinion of the management of the fund to maintain or improve the property or which it considers to be of general benefit to the owners or occupants of Rebecca Creek Park and Cypress Lake Gardens, it being understood that the judgement of the management, at its sole discretion, may elect to limit the collection of the annual charge in instances where a member owns more than one contiguous lot, to a sum consisting of the full current rate for the first lot. The maintenance charge shall remain effective until July 1, 1985, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of the majority of the lots in Rebecca Creek Park and Cypress Lake Gardens may revoke such maintenance charge on either July 1, 1985, or at the end of any successive 10-year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Comal County, Texas, at any time prior to July 1, 1985, or at any time prior to five years preceding the expiration of any successive 10-year period thereafter.

14. RIGHTS OF MORTGAGEES: Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

15. ENFORCEMENT: The covenants, reservations, easements, and restrictions set out herein are for the benefit of Cypress Lake Gardens, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Cypress Lake Gardens and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.

16. RESERVATIONS: The following reservations and easements shall be considered a part of and be so construed as being adopted in each and every contract, deed or other conveyance executed or to be executed or to be executed by or on behalf of Leisure Village Corporation, of Texas, in the conveyance of the various lots in Cypress Lake Gardens.

- A. The Development, its successors and assigns, shall have the right to construct, erect and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above – mentioned subdivision plats of Rebecca Creek Park and Cypress Lake Gardens, wires and poles for the purposes of construction and maintenance of a system of electric lights, power telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves, and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas beyond said subdivision connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.
- B. It is agreed and understood that the title conveyed by The Development, to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power or telegraph or telephone lines, poles or conduits or any other utility or appurtenances there to constructed by The Development, or any public utility companies through, along or upon any portion of the hereinabove -mentioned streets, drives, lands, roads, easements and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved in Cypress Lake Gardens.

CLGPOA Courtesy Copy
Original at Comal County
CLGPOA Courtesy Copy