

105994

RESTRICTIONS GOVERNING THE USE OF AND CONSTRUCTION OF  
IMPROVEMENTS IN CANYON OAKS SUBDIVISION UNITS # 1, 2 & 3

The following restrictions shall supersede the previously recorded restrictions governing Canyon Oaks Subdivision Unit #1.

STATE OF TEXAS  
COUNTY OF UVALDE

WHEREAS, SLEEPY OAKS, INC., being the sole owner, hereinafter called "Developer" is the record owner of all of the lots, tracts and parcels of land shown upon those certain maps or plats of a subdivision known and designated as Canyon Oaks Units One (1), Two (2) and Three (3), a subdivision in Uvalde County, Texas, according to the maps or plats of such subdivision filed for record in the office of the County Clerk and recorded as follows. Canyon Oaks Unit #1, recorded in Volume 3 page 85, Canyon Oaks Unit #2, recorded in Volume 3 page 94, and Canyon Oaks Unit #3 recorded in Volume 3 page 111, all of the Map Records of Uvalde County, Texas, reference to which maps or plats and the said record thereof being hereby made for all purposes.

NOW, THEREFORE, that SLEEPY OAKS INC., does hereby dedicate said property in accordance with the dedication appearing upon said maps and agree that the land shown to be subdivided into numbered tracts according to said maps is held and shall hereafter be conveyed subject to the covenants, stipulations and restrictions as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the sale and improvement of said property in said subdivision, as a restricted subdivision, and to provide for the use, maintenance and improvement of the reserved areas in such subdivision designated as such according to said maps in a manner consistent with perpetuating the natural environment of such areas and preserving and propagating the wildlife thereon for the social and recreational benefit of the owners of property in the subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered tracts as shown on said maps, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered tract in said subdivision, and upon the reserved areas as shown on said maps and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, its successors and assigns and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by the following restrictions, covenants and conditions as hereinafter set forth.

1. In these restrictions, the following words shall have the following meanings:

a) Developer - Sleepy Oaks Inc., dba Canyon Oaks Subdivision Units One (1), Two (2) and Three (3).

b) Association - Canyon Oaks Association, a property owners association to be organized as a non-profit corporation under the laws of this state, its successors and assigns.

c) Tracts - Each of the numbered tracts according to the maps or plats of the Canyon Oaks Subdivision Units 1, 2 and 3 heretofore referred to.

d) Reserved Area- All of the land area within the Canyon Oaks Subdivision Units 1, 2 and 3 so designated on said plats as reserve area. Also tracts 4, 9 and 10, Creek Area A and Creek Area B of Canyon Oaks Unit #1 all roadways according to plats, Tract #9 of the Avant Camp Subdivision and a portion of Tract #10 of the Ellis Camp Subdivision, being re-surveyed and recorded as Tract 10C and designated as reserve area.

f) By-Laws - The By-Laws of Canyon Oaks Association as created and as the same may be amended from time to time by proper action of its shareholders

g) Architectural Control Committee - The Committee composed of the individual members herein designated or their successors including the members of the Board of Trustees of the Association at such time as eighty percent (80%) of the tracts have been sold by the Developer.

2. None of said tracts or improvements erected thereon, unless otherwise designated on the plat or maps shall be used for any commercial purposes, except that private residences may be rented or leased to single families from time to time as the Owner may determine and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of a commercial use thereof.

3. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of said tracts. No building or structure shall be erected, constructed, maintained or permitted on any tract other than a single family residence and private garage, garden house, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structure shall be placed on any of said tracts. Mobile homes may be permitted on the tract during the period of construction of a residence, however, only with the written approval of the Architectural Control Committee and not to exceed a time limit of six (6) months.

4. No building or other structure, except a small building adequate enough to enclose a water pump and tanks, shall be erected or altered on any tract nearer than fifteen (15) feet from any property line, except in the case where a property line adjoins a reserved area in which case the building or structure may be within ten (10) feet from the property line. No construction may begin until the construction plans and specifications, and a plan showing the location of the structure, have been approved in writing by the Architectural Control Committee as herein provided. For the purpose of perpetuating the natural environment and propagating the wildlife, only certain areas around owner's buildings may be fenced as may be desirable, but that no fence will be allowed until and unless approved as to the design, type and location by the Architectural Control Committee. The building exterior of any approved structure must be completed within six (6) months of commencement of construction.

5. There is hereby established an Architectural Control Committee to which each owner will submit construction plans and specifications and a plot plan in connection with any improvements on any tract and which committee shall have the authority to determine if the same meet the requirements of these restrictions and to determine if the appearance of the structure and the quality of workmanship and materials and external design are all in harmony with other structures in the immediate vicinity of the proposed structure and elsewhere in the subdivision to which these restrictions apply and in harmony with such proposed scheme of plan of development as such committee shall establish.

The Architectural Control Committee shall be composed of the directors of Sleepy Oaks, Inc. dba Canyon Oaks until such time as the Developer has sold eighty percent (80%) of the tracts in the subdivision. When the title to eighty percent (80%) of the tracts is vested in Owners, said individuals herein before designated shall immediately cease to function as such committee and such committee shall then be composed of the members of the Board of Trustees of the Association, and they shall thereupon be vested with all of the rights, powers and authority herein granted to the committee. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument the then recorded owners of a majority of the tracts shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

It is recognized, that in view of the unusual nature of the subdivision herein contemplated, it is particularly important that rules and regulations be revised from time to time in order to maintain and preserve the subdivision in accordance with the best interests of the owners of property herein. The Architectural Control Committee is therefore authorized to make additional rules and regulations with respect to such tracts, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof, not inconsistent with the provisions hereof, as it may deem appropriate, and the same shall be enforced in the same manner as provided herein. The said Committee is also authorized when it deems it appropriate and for the best interest of the owners of such property to alter or vary the provisions hereof by an instrument duly executed and acknowledged by the members of the Committee, but should the owners of a majority of the property covered hereby, computed on a square foot basis, deem any such change not in the best interests of the owners of such property, they may nullify and veto such proposed change by an instrument executed and acknowledged by the owners of such a majority of such property an instrument filed in the Deed Records of Uvalde County, Texas within thirty (30) days of the time such instrument altering these restrictions is filed by said Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Construction plans and specifications and plot plans shall be considered to be properly submitted to the committee if delivered in person or forwarded by United States Mail, postage prepaid, addressed to the committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated. Construction plans and specifications shall, as a minimum, include plans of all floors involved along with elevations of all sides of the proposed structure, along with notes and/or specifications that describe the materials to be used on the exteriors.

6. No animal of any kind shall be kept at any time on any tract which may by their presence be a nuisance to any other owner nor shall any animal of any kind be permitted on any reserved area without the approval of the Developer or Association.

7. No firearms, pellet guns or B.B. guns will be permitted to be discharged on any of the tracts or on the reserved area, except in certain designated places and certain designated times as may be provided by the Developer or Association. There will be certain species of game animals classified as protected by the Developer or Association and the hunting of the so classified game will be prohibited on both Owners tracts and reserved area.

8. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result, in the opinion of the Architectural Control Committee, in raw or untreated sewage being carried into water bodies or the reserved area. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as recommended by the state Health Department.

9. No sign or any other advertising device may be displayed on any numbered tract except one sign of not more than five (5) square feet in size advertising the property for sale or rent.

10. No building having any exterior frame construction of any kind shall be erected on any tract unless same, at the time of construction, shall receive at least two coats of paint, except in case the approved plans and specifications thereof shall provide for natural cedar or redwood, or for staining or other means of coloring the same.

11. No trash, garbage, used lumber or other material, unsightly items, or other refuse may be thrown, dumped or otherwise disposed of on any tract, vacant or otherwise. No noxious or undesirable thing or undesirable use of the tract whatsoever shall be permitted or maintained upon said tracts. If the Board of Trustees of the Association, or their representative, or the Architectural Control Committee, determines that anything or any use of such property is undesirable or noxious, such determination shall be conclusive on all parties.

12. All of the tracts are sold or conveyed upon the understanding that the owner of contract purchased will be required to become and remain a shareholder in good standing of the Association, chartered for the purpose, among others, of taking title to, maintaining and improving the reserved area as a park and recreational area for the use and benefit of the owners and their guests. Each of the tracts are sold or conveyed subject to the provisions of the By-Laws of the Association and the rules and regulations promulgated from time to time by the Association including any obligation thereby imposed for the payment of any dues or assessments in connection with the maintenance or improvement of the Association properties. One share of stock in said Association shall be issued or transferred to any owner or purchaser of a tract in said subdivision, which share shall be inseparably appurtenant to the tract so sold or conveyed and said tract, and each portion thereof, shall be subject to the lien of such assessment and the owner or contract purchaser thereof liable therefore, shall be levied from time to time by said association under and in accordance with its By-Laws and any amendments thereof, which assessments shall be superior to any and all other liens created or permitted by the purchaser, his heirs, representatives or assigns (except bona fide first mortgage executed and recorded), and the purchaser by the acceptance of said deed or contract of sale or purchase agreement, binds himself, his heirs, representatives and assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by the By-Laws of the said Association and any amendments thereof, all of which shall constitute covenants running with the land. However, under no circumstances may the total dues and/or assessments exceed \$60.00 per year per member or shareholder, until such time as

there are forty member shareholders and then only through a vote of 2/3 of the total membership to increase said dues.

13. No tract in this subdivision shall be further subdivided into smaller tracts or lots, except that part of a tract may be purchased by owners of tracts adjoining on either side of the tract to be sold.

14. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, its successors or assigns, and upon the purchasers of said tracts for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the office the County Clerk of Uvalde County, Texas, and shall automatically be extended thereafter for successive periods of ten (10.) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the tracts as shown by the records of Uvalde County, Texas, may release all of the tracts hereby restricted from any one or more of said restrictions and covenants, and may release any tract shown on said plat from any restrictions or covenant at the end of the first twenty-five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filling the same for record in the manner then required for the recording of such instruments.

15. The terms and provisions hereof shall be binding upon Developer, its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said subdivision each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable except in respect to breaches committed during his or their ownership of said property.

16. The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court orders or otherwise, shall in no-wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

17. If the parties hereto, or any of them, or their heirs, representatives, successors or assigns, shall violate or attempt to violate any of the provisions of these restrictions it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

The right is expressly reserved to the Developer, and its successors and assigns, to interpret and enforce any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice to the right of any owner of property in said subdivision to enforce the same.

Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, or its agents, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner or contract purchaser thereof, any erection thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer or its agents shall not thereby be deemed guilty of any Manner of trespass for such entry, abatement or removal.

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such on any subsequent breach or default.

18. The Developer retains an easement ten (10) wide along the perimeter of the lot to be used for purposes of utilities. More fully described on separate page Exhibit A.

EXHIBIT A to the Restrictions Governing the use of and construction of  
Improvements in Canyon Oaks Subdivision Units 1, 2 and 3

It is understood and agreed that out of the property hereby conveyed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front and sidelines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of the subdivision, and ten (10') feet along the outer boundaries of all streets, boulevards, lanes, drives and roads where property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

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The above document is a retyped copy of the original deed restrictions signed by Kenneth Arthur (President Sleepy Oaks, Inc) and Barbara Arthur (Secretary Sleepy Oaks, Inc) and notarized by Patricia Van Pelt, on August 26, 1981.

The restrictions were recorded in the Uvalde County Deed Records in Volume 237, Pages 170 through 175 on August 28, 1981 by Eileen Carlisle, Uvalde County Clerk.