

RESTRICTIONS GOVERNING THE USE OF AND CONSTRUCTION OF  
IMPROVEMENTS IN CANYON OAKS UNIT #4

STATE OF TEXAS

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COUNTY OF UVALDE

I. INTRODUCTION

1. WHEREAS, KENNETH ARTHUR, acting as DEVELOPER on behalf of a partnership dba Canyon Oaks Unit #4, did on August 26, 1981, establish, adopt, execute and file for record RESTRICTIONS (hereinafter called "original RESTRICTIONS") to be imposed upon each numbered TRACT in a subdivision known and designated as CANYON OAKS UNIT #4 (hereinafter referred COU4) according to the map or plat of such subdivision filed for record in the office of the County Clerk of Uvalde County, Texas on the 10<sup>th</sup> day of December 1979, and recorded in Volume 3, Page 125 of the Map Records of Uvalde County, Texas. Said RESTRICTIONS are recorded in Book 237, Pages 158-163. Said RESTRICTIONS have subsequently been added to in 1994 and 1998. These additional RESTRICTIONS are filed for record in the deed records of Uvalde County, Texas in Volume 0343, Page 476 and Volume 0402, Page 667, respectively.

2. This subdivision was and is intended to be a collection of numbered TRACTS developed and improved as single family RESIDENCES (either homesteads or VACATION HOMES). Improvements to property in the subdivision shall be implemented and maintained in a manner consistent with perpetuating the natural environment of the area and in a manner consistent with preserving and propagating the wildlife thereon for the social and recreational benefit of the OWNERS of property in this subdivision. While the RESTRICTIONS allow OWNERS to rent or lease their houses to single families FROM TIME-TO-TIME it is not now, nor was it ever intended, that the subdivision should be used as a tourist camp during the entire summer.

3. Each of the numbered TRACTS was originally part of an undivided 222.982 acres conveyed by Jerry W. Jones, and wife Mecky Jones, to Kenneth W. Arthur ("DEVELOPER") by Warranty Deed with Vendors Lien executed January 15, 1982, and recorded in Book 239, Page 176 of the Deed Records of Uvalde County, Texas. Such deed included the conveyance of a non-exclusive easement for ingress and egress to DEVELOPER, his heirs and assigns, for access to the Frio River across the 2.681-acre Reserve Area as shown on the plat of ConCan Oaks, Unit 1, a subdivision in Uvalde County, Texas, according to the map or plat of that subdivision recorded in Volume 3, Page 102, of the Plat Records of Uvalde County, Texas ("RIVER ACCESS").

Thereafter, each of the numbered TRACTS, when originally sold by DEVELOPER, included in the conveyance of a non-exclusive easement for ingress and egress by the Grantee, his heirs, successors and assigns, to RIVER ACCESS across the 2.681-acre Reserve Area. Unless expressly excluded by a particular deed, DEVELOPER through the chain of title

conveys, warrants and guarantees this easement for RIVER ACCESS to the OWNERS of the TRACTS, their heirs, successors and assigns.

4. The following RESTRICTIONS are established for the purpose of creating and carrying out a uniform plan for the sale and improvement of the property in COU4 and to provide for the use, maintenance and improvement of the COMMON AREAS in the subdivision. This document shall be made a part, by appropriate reference, of each and every contract, deed and lease covering the numbered TRACTS in this subdivision and same shall be considered a part of each such contract, deed and lease, as though fully incorporated herein. These RESTRICTIONS shall further constitute COVENANTS running with the land and shall be binding upon and shall inure to the benefit of OWNERS, their heirs, executors, administrators, successors and assigns.

5. The following statements and RESTRICTIONS have been altered, varied, deleted and added-to in accordance with the requirements of Paragraph 5 of the original RESTRICTIONS. The current document is established and adopted by the Board of Directors of the Canyon Oaks Unit for Homeowners' Association, Inc. in accordance with the best interests of the OWNERS of property in the subdivision.

## II. DEFINITIONS

1. APPURTENANT – means belonging as a part of.
2. ARCHITECTURAL CONTROL COMMITTEE (hereinafter called “ACC”) – means a committee composed of the members of the board of Directors of the ASSOCIATION with the authorities designated in these RESTRICTIONS.
3. ASSOCIATION – means the CANYON OAKS UNIT FOUR HOMEOWNERS' ASSOCIATION, INC., including its successors and assigns.
4. BY-LAWS – means the document governing the operation of the ASSOCIATION and filed in the Uvalde County Deed Records Volume 0527, Pages 597-614.
5. COMMON AREAS – means the designated RESERVED AREAS and the dedicated roads rights-of-way in COU4.
6. COMMERCIAL – means done with the sole or chief emphasis on salability, profit or success.
7. CONDITIONS – means PROVISIONS in a contract that some or all TERMS of the contract will be altered or cease to exist upon a certain event.
8. COU4 – means a restricted subdivision in Uvalde County, Texas called Canyon Oaks Unit #4.

9. COVENANTS – means promises written into or adopted by reference in deeds and other instruments agreeing to performance or nonperformance of certain acts, or requiring or preventing certain uses of the property.
10. DEVELOPER – means KENNETH ARTHUR, et al, a partnership dba Canyon Oaks #4 and its several successors and assigns.
11. FROM TIME-TO-TIME – means as frequently and for whatever length of time as the OWNER deems appropriate.
12. OWNER – means a person vested with the legal title to a TRACT or a contract purchaser of a TRACT or a lessee of a TRACT.
13. PROVISION – means a clause in a legal instrument.
14. RESERVED AREA – means all of the land area within the Canyon Oaks Unit #4 subdivision that is described as RESERVED AREA on the filed copy of the plat of Canyon Oaks Unit #4, specifically one section comprising 13.83 acres and another section comprising 7.829 acres.
15. RESIDENCE – means the place, especially the house, in which a person lives or resides.
16. RESTRICTION – means limitations placed on the use of property. The term RESTRICTION includes all limitations variously called CONDITIONS, COVENANTS, PROVISIONS, regulations, rules, or TERMS.
17. RIVER ACCESS AREA – means the area through which all OWNERS have non-exclusive easement for ingress and egress to the Frio River granted by the DEVELOPER.
18. TERM – means the CONDITION and arrangements specified in a contract.
19. TRACT – means each of the numbered TRACTS according to the map or plat of the CANYON OAKS UNIT #4 heretofore referred to and the two subsequently subdivided TRACTS now designated as TRACTS 85A and 45A and any other TRACT subsequently legally subdivided.
20. VACATION HOME – means a dwelling used by the owner occasionally for recreational or resort purposes.

### III. THE ASSOCIATION

1. The CANYON OAKS UNIT FOUR HOMEOWNERS' ASSOCIATION was incorporated as a Texas non-profit corporation on September 12, 2002.

2. Its initial Board of Directors held its organization meeting on December, 14, 2002, thereby becoming active and assuming the responsibilities and authorities of the DEVELOPER in accordance with the original RESTRICTIONS GOVERNING THE USE OF AND CONSTRUCTION OF IMPROVEMENTS IN CANYON OAKS UNIT #4.
3. The ASSOCIATION is expressly required to and authorized to:
  - a) Interpret and enforce any and all RESTRICTIONS contained in this document.
  - b) Improve and maintain the COMMON AREAS.
  - c) Determine the level of and impose dues and other fees and assessments on the OWNERS.
4. All dues, fees and assessments imposed by the ASSOCIATION shall be superior to any and all other liens created or permitted by the purchaser, his heirs, representatives and assigns (except for bona fide first mortgages executed and recorded).
5. All of the numbered TRACTS are sold or conveyed upon the understanding that the OWNER of the TRACT shall be required to become and remain a member in good standing of the ASSOCIATION.
6. Each OWNER by the acceptance of the deed or contract of sale or purchase agreement for any TRACT, binds himself, his heirs, executors, representatives and assigns to (1) all of the RESTRICTIONS now or hereafter imposed by this document and (2) by BY-LAWS of the said ASSOCIATION and any amendments thereof and (3) the rules and regulations promulgated from time to time by the ASSOCIATION, all of which shall constitute COVENANTS running with the land.

#### IV. RESTRICTIONS

1. No TRACT or improvements erected thereon shall be used for any COMMERCIAL purposes, except that (1) RESIDENCES may be rented or leased to single families from time to time as the OWNER may determine and (2) professional services of a purely personal nature may be rendered that do not attribute to the property any appearance of a COMMERCIAL use thereof and (3) TRACTS and/or portions thereof may be used to site facilities necessary to the provisions of state regulated public water supplies.
2. Any RESIDENCE or VACATION HOME to be constructed strictly for rental purposes will be deemed COMMERCIAL and will not be approved for construction.
3. The ConCan Water Supply Corporation, its assigns and successors, shall be allowed to construct and operate facilities, in accordance with federal, state and local regulations, specifically on COU4, TRACT 62 and generally on other TRACTS as approved, from time to time, in writing by the ASSOCIATION, its assigns and successors.

Further, OWNERS shall be allowed to sell to the ConCan Water Supply Corporation, its assigns and successors, portions of TRACTS smaller than one-acre as necessary to construct and operate facilities necessary to provide public water supply.

4. No building or structure shall be erected, constructed, maintained or permitted on any TRACT other than: (1) a single family RESIDENCE; (2) no more than two additional structures, consisting of the following only: a garage, carport, storage facility, garden house, green house, or guest cottage. Any such additional structures must be of a permanent design and construction, and must be designed and constructed as APPURTENANT to the use and enjoyment of the primary RESIDENCE building; and (3) buildings and/or other structures necessary for the provision of state-regulated public utilities.

5. No building or other structure, except (1) a small building used to enclose a water pump and tanks, and (2) structures necessary for the provision of state public utilities 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 a building or structure may be sited no nearer than ten (10) feet from the property line. The sole exception to this RESTRICTION is COU4, TRACT 46; the north side of which was exempt from the roadway, utility and building easements requirements by an amendment dated September 8, 1998 and filed in the Uvalde County Deed Records, Vol. 0402, Page 667.

6. Each TRACT includes a utility easement ten-feet (10') wide along the side and back perimeters of the TRACT to be used for purposes of installing, constructing and maintaining public utilities. This easement is more fully described on Exhibit A of this document.

7. Each TRACT also includes a 25 or 50 foot wide dedicated roadway easement, the outer 10-feet of which is also a utility easement. This easement is more fully described on Exhibit A of this document.

8. The building exterior of any approved structure must be completed within six (6) months of commencement of construction.

9. Recreational vehicles may be permitted on the TRACT during the period of construction of a RESIDENCE, however, only with the written approval of the ACC and in no case to exceed a time limit of six (6) months.

10. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of said TRACTS.

11. No domesticated animals of any kind that may by its presence be a nuisance to any other OWNER shall be kept at any time on any TRACT nor shall any domesticated animal of any kind be permitted on the RESERVED AREA without the written approval of the ASSOCIATION.

12. No fireworks or firearms, including pellet guns or B. B. guns, shall be permitted to be discharged.

13. The killing, harvesting and hunting of any wild animals or birds is prohibited.
14. No open fires or outside burning of any kind shall be allowed, except in structures/appliances designed to control the spread of fire and/or except as permitted in writing by the Association's Board of Directors.
15. All individual sewage disposal systems shall be permitted, located, constructed, and equipped in accordance with standards and requirements of the Uvalde County-City Health Department.
16. No outside toilets shall be permitted at any time.
17. No sign of other advertising device may be displayed on any TRACT, unless authorized in writing by the ASSOCIATION, except one (1) sign of not more than five (5) square feet in size may be placed on a numbered tract either by a REALTOR advertising the property for sale or by the OWNER advertising the property for sale, lease or rent. Other than the realtor's sign, there shall be no sign of a commercial nature placed on any numbered tract. An exception to this paragraph would be a sign or notice requirement by either a federal, state or county law or regulation.
18. No trash, garbage, used lumber or other material, unsightly items, or other refuse may be thrown, dumped, stored or otherwise disposed of on any TRACT, vacant or otherwise. All tree cuttings, tree trimmings and any other debris by any name shall be removed from COU4 except as permitted in writing by the Association's Board of Directors. Debris will be removed by the Association at owner's expense if not in compliance within 15 days of notification.
19. No noxious or undesirable thing or undesirable use of any TRACT shall be permitted or maintained upon said TRACTS.
20. 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. A smaller than one (1) acre portion of any TRACT may be subdivided and sold to a state regulated utility for the purpose of providing public utilities so long as the remaining portion of the TRACT is at least one (1) acre in area.  
  
In the event a TRACT is divided by the OWNERS of the two TRACTS adjoining the divided TRACT, the resulting TRACTS, smaller than one (1) acre in size shall become APPURTENANT to the adjoining TRACTS, respectively, and may not be sold separately.
21. All of the dedicated roads, paved or otherwise, in the subdivision are private roads for the use of the OWNERS of TRACTS in the subdivision and their guests, lessees and renters.
  - a) The speed limit on all roads is 15 miles per hour, except speed shall be limited to 10 miles per hour when proceeding downhill.
  - b) No unlicensed, motorized vehicles are permitted to use these roads.

- c) All traffic laws of the State of Texas are to be obeyed while using these roads.
- 22. No access or entrance to any COU4 roadway from any TRACT not included in COU4 shall be allowed without written approval by the ACC.
- 23. Any outdoor light fixture must be fully shielded or recessed under soffits or porch roofs such that the lamp itself is not directly visible from any other TRACT and must not be pointed at more than 45 degrees from the vertical. Outdoor lights should comply with the guidelines of the International Dark Sky Association.
- 24. The ASSOCIATION shall not be responsible for any expenditure incurred for the maintenance or improvement of the COMMON AREAS unless such expenditure shall have been approved in advance by the Board of Directors of the ASSOCIATION.

#### V. ARCHITECTURAL CONTROL COMMITTEE

- 1. The ACC shall consist of the directors of the ASSOCIATION and they shall there upon be vested with all of the rights, powers and authority herein granted to the ACC.
- 2. A majority of the directors may designate one or more directors to act for it in exercising the responsibilities and authorities of the ACC.
- 3. The ACC shall have the responsibility and authority to:
  - a) Make additional RESTRICTIONS with respect to TRACTS within COU4, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof.
  - b) Alter or vary the PROVISIONS of the original RESTRICTIONS.
  - c) Develop and promulgate GUIDELINES FOR PROPOSED ORIGINAL CONSTRUCTION OR MODIFICATION OF EXISTING IMPROVEMENTS for the purpose of communicating the detailed requirements for obtaining approval of construction plans and specifications and implementing the proposed construction to prospective OWNERS, OWNERS applying for plan approval, and contractors/subcontractors doing work in the subdivision.
  - d) Review and approve or disapprove, in writing, the plans and specifications for all construction submitted by any OWNER.
  - e) Determine if anything or any use of any TRACT is undesirable or noxious and its determination shall be conclusive for all OWNERS.
- 4. The OWNERS of a majority of the TRACTS shall have the power, through a duly executed and recorded written instrument (1) to change the membership of the ACC or (2) to withdraw from the ACC or restore to it any of its powers and duties.

5. All additions, alterations and variations of these RESTRICTIONS established by the ACC shall be in the form of an instrument duly executed, acknowledged, and filed in the office of the County Clerk of Uvalde County, Texas.

6. The ACC must inform the OWNERS of any additions, alterations and variations of these RESTRICTIONS approved by the ACC at least thirty (30) days prior to filing the changes.

7. The OWNERS of a majority of the TRACTS, computed on a square-foot basis [111.491/222.982] may nullify and veto any change to these RESTRICTIONS authorized by the ACC by an instrument executed and acknowledged by the OWNERS of such a majority of such property and filed in the Deed Records of Uvalde County, Texas within ninety (90) days of the time such instrument altering these RESTRICTIONS is filed by the ACC.

8. No construction may begin until:

- a) Construction plans and specifications, including as a minimum: plans of all floors involved; elevations of all sides of the proposed structure; and notes and/or specifications that describe the materials and finishes to be used on the exteriors, have been submitted by the OWNER and approved in writing by the ACC, and
- b) A plot plan showing the location, with dimensions of offset from the various property lines, of the RESIDENCE/VACATION HOME, APPURTENANCES, fences, septic system, utilities, driveways and parking areas has been submitted by the OWNER and approved in writing by the ACC.

9. 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 ACC at the business office of the ASSOCIATION.

10. In exercising its responsibility and the authority to review and approve or disapprove, in writing, the plans and specifications for all construction submitted by any OWNER:

- a) The ACC shall ensure the proposed structure is in harmony with the scheme or plan of development as has been established with these RESTRICTIONS and further enhanced by the Board of Directors.
- b) The ACC shall ensure, at a minimum, that the proposed size, appearance, external design, materials, and quality of workmanship described by the plans and specifications submitted for any structure are in harmony with other structures in the subdivision.

11. In the event the ACC, 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 RESTRICTIONS shall be deemed to have been fully complied with.



## VII. EFFECTIVE TERM OF RESTRICTIONS

1. These RESTRICTIONS shall continue and be binding upon the ASSOCIATION, its successors or assigns, and upon the OWNERS of all TRACTS, their successors and assigns, until at least August 26, 2006.
2. The effective term of these RESTRICTIONS shall automatically be extended thereafter for successive periods of ten (10) years.

## VIII. REVISION OF RESTRICTIONS

1. Only the ACC is authorized to (1) make additional RESTRICTIONS with respect to TRACTS within COU4, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof and (2) alter or vary the PROVISIONS of these RESTRICTIONS prior to August 26, 2006.
2. After August 26, 2006, in addition to the authorities and responsibilities delegated to the ACC, the OWNERS of seventy-five percent (75%) of the TRACTS as shown by the Deed Records of Uvalde County, Texas, may release all or any, of the TRACTS hereby restricted from any one or more of said RESTRICTIONS by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the Deed Records of Uvalde County, Texas.

## IX. OTHER PROVISIONS

1. The waiver or invalidation of any one or more of these RESTRICTIONS by judgment, court orders or otherwise, shall in no-wise constitute a waiver of or invalidate any other RESTRICTION, but all such other RESTRICTIONS shall continue to remain in full force and effect.
2. 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 the ASSOCIATION and any other OWNER 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, her or them from so doing or to recover damages for such violations.
3. Violation of any RESTRICTION or breach of any covenant herein contained shall give the ASSOCIATION 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 thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the PROVISIONS hereof, and the ASSOCIATION or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

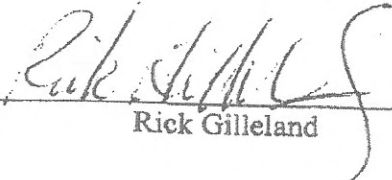
4. Forbearance by any of the parties entitled to take advantage of any breach of said RESTRICTIONS shall not constitute or be construed as a waiver of their rights by reason of such on any subsequent breach or default.

As authorized by the original RESTRICTIONS, the Board serving as the ARCHITECTURAL CONTROL COMMITTEE adopted these amended RESTRICTIONS on April 17, 2004.

  
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Gary Bielat

  
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Steve Dillard

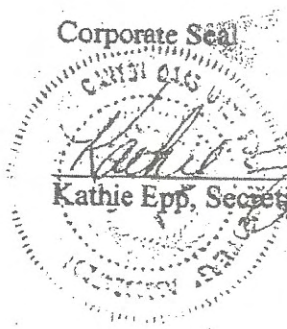

  
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Kathie Epp

  
\_\_\_\_\_  
Rick Gilleland

  
\_\_\_\_\_  
Mike McGehee

The foregoing By-Laws were approved by the Board of Directors on April 17, 2004.

Attested to, and certified by:

Corporate Seal  
  
  
\_\_\_\_\_  
Kathie Epp, Secretary/Treasurer

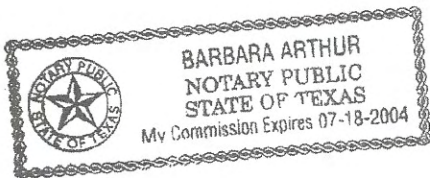
THE STATE OF TEXAS

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COUNTY OF UVALDE

BEFORE ME, a Notary Public, on this day personally appeared KATHIE EPP known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of May, 2004.



Barbara Arthur  
Notary Public, State of Texas

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Lucille C. Hutcherson

2004 AUG 18 03:40 PM 2004002847  
GARCIA \$34.00  
Lucille C. Hutcherson, CO CLERK  
UVALDE COUNTY, TEXAS