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FILED FOR RECORD

RESTRICTIONS, ASSESSMENTS AND EASEMENTS

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VOL 366 PAGE 632

CREEKWOOD RANCHES, UNIT 3

COUNTY OF COMAL COUNTY

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS: \$ 5.00 Pd.

BY Charles W. Nott

COUNTY OF COMAL

VILLAGE CRAFTSMEN, INC.
TO
THE PUBLIC

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, Texas, 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 of 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 all of which shall run with the land. 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 for single family residential purposes.
2. No portion of a tract less than the whole thereof may be sold, and no tract may be resubdivided 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, car ports 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 not later than six (6) months after laying foundations. 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 either asphalt composition shingle, wood shingle or tile. Servants quarters or guest house may be constructed to the rear of a permanent residence. No building or structure shall be 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, 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 of new conventional construction. No house trailers, old homes, modular homes, pre-built homes or panitized 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 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 or within seventy-five feet (75') thereof.
12. Village Craftsmen, Inc. reserves to 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 and rear boundary lines 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 the plat of said Subdivision is to be retained by Village Craftsmen, Inc., its successors or 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 on each tract. The assessment provided for in this Paragraph, and the liens securing payment of same, shall, except as to 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 Creekwood Ranches, Unit 3, whether by descent, 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 affect any of the other provisions which shall remain in full force and effect.

In testimony whereof, VILLAGE CRAFTSMEN, INC., acting by and through its Vice-President, AURELIO D. GUTIERREZ, has executed this instrument this 24 day of January, 1984.

VILLAGE CRAFTSMEN, INC.

By: Aurelio D. Gutierrez
AURELIO D. GUTIERREZ
Vice-President

STATE OF TEXAS

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X
X

COUNTY OF COMAL

This instrument was acknowledged before me on the 24 day of January, 1984, by AURELIO D. GUTIERREZ, Vice-President of VILLAGE CRAFTSMEN, INC., a Texas corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

My commission expires:

March 30, 1986

Dora R. Garza
Notary Public, State of Texas
Notary's printed name:

