

116316

SUBDIVISION RESTRICTIONS

SECTION II OF TAMARACK SHORES SUBDIVISION

THE STATE OF TEXAS )  
 )  
COUNTY OF COMAL ) KNOW ALL MEN BY THESE PRESENTS:

That AMER-TEX CONSTRUCTION COMPANY, a Texas corporation, the owner of Section II of Tamarack Shores Subdivision as shown by the plat thereof duly recorded in the Plat Records of Comal County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of lake areas; and, in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraph 10 hereof, and except on those lots designated as commercial lots, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private boathouse, a private storage building and a private garage for

the sole use of the owner or occupant. Lots 1 through 9, inclusive, are designated as commercial lots and shall be used only for residential purposes as set forth above and/or retail sales establishments so conducted that they do not unduly conflict with the residential character of the subdivision, and all provisions of these restrictions apply to lots designated as commercial lots unless commercial lots are specifically excluded from such provisions.

No septic tank or lateral lines are permitted on lots 32, 33, 34 and 35.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, and to the last sentence of this paragraph 3, no existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. All buildings other than bathhouses or residences erected on piers elevating the building at least 5 feet above ground level shall be completely underpinned, with no piers or pilings exposed to view. Without prior written consent of the Architectural Control Committee, no natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered. An existing building may be placed on a lot only if it and its plans have been approved by the Architectural Control Committee, and it has been recently constructed of new materials and has never been placed in use, and if it otherwise meets all of the requirements of these restrictions.

4. No building exceeding two stories in height shall be erected on any lot. Each residential building, subject to paragraph 9 and 10 hereof, shall have a minimum floor area of 550 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure or improvements shall be erected, placed or altered, on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the rear and front lot lines and to the side lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner or purchaser and not by the utility company.

7. No building or mobile home shall be located nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than six (6) feet, or nearer to the front lot line than twenty (20) feet; provided, however, that the Architectural Control Committee may allow lesser set-backs when unusual topography or design warrant it.

"Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum set-back requirements.

8. No animals or birds, other than household pets, shall be kept on any lot.

9. Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements:

(a) that the mobile home be no more than 5 years old at date of application, be in good repair and of attractive design and appearance, and underpinned within sixty (60) days with material approved by the Architectural Control Committee,

(b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise no mobile home shall be placed on any lot, and

(c) water service must be connected and an approved septic tank must be installed for each mobile home, each residence of any kind and each travel trailer and all sanitary plumbing and facilities must conform to the requirements of the health department of the County, the State of Texas and of the Texas Water Quality Board, prior to occupancy.

Camping on lots shall be limited to:

(1) use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair; no such camping shelter shall be placed on any lot for more than 14 days of any 30 day period and all campers, including tents, if they are to be left unattended on any lot for more than 48 hours must be collapsed to their road travel position, or

(2) use of mobile homes meeting the requirements (other than underpinning and connection to water lines and septic tanks) for mobile homes to be placed on lots, and such travel trailers or other mobile home shall remain on lots only so long as camping use or occupancy does not occur in more than 14 days in any 30 day period. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

10. Easements are reserved along and within six (6) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 7 and 9 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the County and the State of Texas. No septic tank or lateral line will be placed within ten (10) feet of any water line installed in any utility easement.

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot in this Subdivision, an assessment is hereby made of (i) \$1.75 per month per lot the owner of which owns only one lot in said Subdivision, and (ii) a pro-rata amount per month per lot in said Subdivision in respect to lots of which two or more are owned by the same person but not to exceed \$1.75 per month as to the total of all lots owned by one owner in said Subdivision, for the maintenance and construction of playgrounds, parks, and other improvements in Tamarack Shores Subdivision; "owner" as used in this sentence shall include also a purchaser from the undersigned of a lot. The assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as sellers to a purchaser or of the conveyance by the undersigned as grantors. Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to Tamarack Shores Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1973, at which date in the year 1973 and in successive years said assessment lien shall conclusively be deemed to have attached and there shall be no lien securing said assessment until June 30th of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from the undersigned under a contract to purchase then in force) of such lot, after having made written application for membership in said Tamarack Shores Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said playground, parks and recreational areas are for the sole use and benefit of the members of said Association and their families. No assessment shall be made against the undersigned at any time; assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such time as a contract to purchase said lots from the undersigned is then in force.

13. Any building, structure or improvement, commenced

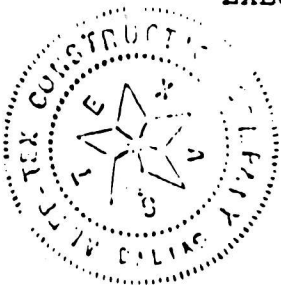
upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building or in approved storage buildings), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, their successors and assigns.

15. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for the above described Tamarack Shores Owners Association or any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

16. Invalidation of any one (1) or more of these covenants, and restrictions by judgment of any Court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 1<sup>ST</sup> day of MAY, 1972.



ATTEST:

AMER-TEX CONSTRUCTION COMPANY

By: [Signature]

President

Maria E. Thacker  
Assistant Secretary

