First Amendment to Revised Deed Restrictions and Easements of the Canyon Lake Island Subdivision

STATE OF TEXAS

COUNTY OF COMAL **KNOW ALL PERSONS BY THESE PRESENTS THAT:**

We, the undersigned, represent a majority of the owners of properties in CANYON LAKE ISLAND SUBDIVISION, a subdivision of Comal County, Texas, as shown on map or plat of said subdivision in Volume 3, pages 38-40, of the Map and Plat Records of Comal County, Texas, and

WHEREAS:

The said subdivision is presently restricted and subject to those covenants, easements, restrictions and conditions set out and recorded in Volume 189, page 663, Comal County Deed Records, and

NOW THEREFORE:

The undersigned hereby impress on all of the property included within said subdivision the following revised covenants which replace all existing easements, restrictions and conditions, as follows:

Section I : Definition of Terms

1. **Subdivision:** Refers to Canyon Lake Island subdivision located in Comal County in the State of Texas.
2. **Owner:** A person or a combination of persons who own one or more lots in Canyon Lake Island.
3. **Voting Rights:** Each grouping of owners that represents a unique combination of individuals has one vote. For example, if Owner A owns two lots as a sole owner, he/she is entitled to one vote. If Owner A is also a co-owner of five additional lots jointly with Owner B, they, as a group, are also entitled to one and only one vote for these five lots. If, in addition, Owners A, B and C jointly own another lot, they, as a group, are entitled to one and only one vote for this one lot.
4. **Majority of Owners:** Greater than fifty percent of the owners of lots in Canyon Lake Island.
5. **Business:** The term "business" shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and/or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required from such activity.
6. **Association:** refers to the "Canyon Lake Island Property Owners Association."

Section II : General Provisions

1. The restrictions herein set out are to run with the land forever unless, at any point in time, by a vote of the majority of the owners of lots in said subdivision, it is agreed to change said covenants in whole or in part. Voting rights as applied to any decision by the property owners to amend or rewrite the existing deed restrictions are established as one vote per each unique combination of owners of property, regardless of how many properties are owned or how may persons are included in that ownership.

2. All covenants and restrictions shall be binding on the owners, his successors, heirs and assigns and on any persons renting or leasing from the owners, and are to inure to the benefit of the entire Subdivision.

3. Invalidation of any one of these covenants or restrictions by judgment of any court having jurisdiction in said matters shall in no wise affect any of the other provisions which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more owners of the subdivision shall not invalidate restrictions with respect to future violations of that restriction.

4. Notwithstanding any of the above provisions, the Canyon Lake Island Property Owners Association is hereby given the authority to grant variances in writing to any restriction or covenant herein contained, when in the reasonable opinion of said Association the proposed variances will add to the appearance and value of the subject property and to the Subdivision as a whole, and will not detract from the appearance or value of other properties in the Subdivision. Procedures for the granting of variances are contained in the Bylaws of the above-mentioned Association. Applications for variances must be submitted in writing to that Association.

Section III : Property Use

1. No building or lot shall ever be used or occupied for any purpose except that of a private residence, with the exception of any commonly held property to be used for the benefit of all Property Owners. An owner or other resident of the residential unit may conduct business activities within a residential unit so long as:
    a. the existence or operation of the business activity is not detectable by sight, sound or smell from outside the residential unit;
    b. the business activity does not involve persons coming onto a neighbor's lot or door-to-door solicitation of any Owners or residents in the subdivision;
    c. the business activity does not constitute a nuisance or a hazardous or offensive use which would threaten the security of other residents in the subdivision.

2. No mobile habitable units such as tents, trailers or camping units shall be placed on any lot except those with a permanent residential structure on the property. No mobile habitable unit, basement, garage, or other out-buildings placed or erected on any of the heretofore described lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. The one exception to the above is the use self-contained recreational vehicles as guest quarters for a limited time of up to ten consecutive days.

3. No business-related sign of any kind shall be displayed to the public view on any lot except one sign, professionally made, of not more than five (5) square feet, advertising the property for sale or rent, including signs used by the builder during the construction and sales period.

4. No noxious or offensive use shall be made of the premises, nor shall anything be done thereon which may be or become a nuisance to a part of or to the entire neighborhood.

5. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats or household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

6. No lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept except in a closed non-disposable container. No burning of trash or refuse will be permitted, with the exception of plant material.

7. No inoperable vehicles or machinery nor vehicles or machinery on blocks shall be left on any lot for more than ten (10) consecutive days. No machine parts or household appliances or other unsightly items incompatible with residential usage may be kept on any lot in an exposed manner. All such materials shall be kept in an enclosed workshop, storage building or garage.

8. ***Notwithstanding Section III, Subsection 1 above, no building or lot shall ever be such rented out in whole or in part for periods of less than six consecutive months in length or advertised as available for such use, except for leases between buyers and sellers incident to the sale of a lot.***

Section IV : Residence and Outbuilding Design

1. No structure shall be constructed or permitted to remain on any lot in said Canyon Lake Island Subdivision other than one detached single family dwelling not to exceed the maximum height restrictions listed below, and a private garage for not more than three (3) cars, and other out-buildings incidental to residential use. The maximum height of the highest point on any roof line above the highest point on the lot on which it is built shall be less than:

    - Lots #1 through #30: 17 feet
    - Lots #32 through #60: 20 feet
    - All other Lots: 27 feet

2. Said residence shall contain not less than 1200 square feet, all being exclusive of open porches, breezeways, carports or garages.

3. No building or structure shall be erected or constructed on any lot until the Owner has provided information or assurances in writing to the Canyon Lake Island Property Owners Association that the residence design and construction restrictions will be met.

4. No initial construction of or modifications to existing septic disposal systems shall be made without complying with applicable federal, state and county laws.

5. Any residential out-buildings placed closer to the road than the residence shall be similar in design and appearance to the residence itself.

Section V : Residence Construction and Maintenance

1. All buildings must be completed not later than nine months after laying foundations.

2. No residence, garage or carport shall be erected or constructed on any lot in Canyon Lake Island Subdivision nearer than thirty (30) feet to the front property line nor nearer than five (5) feet to the side and rear property lines, except that in the case of corner lots no residence, garage or carport shall be erected or constructed within ten (10) feet from the side property lines adjacent to streets.

3. An easement or right-of-way five (5) feet wide along the side, front and rear property lines of the lots hereby conveyed shall be maintained for the purpose of installation or maintenance of public utilities, including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts.

4. No building structure shall be occupied or used until the entire exterior thereof is completely finished. No outside toilet may be installed or maintained on any premises with the exception of portable toilets during construction, and all plumbing shall be connected with a septic tank approved by the State and local entities, or to a sewage disposal system, if available.

5. No buildings or structures constructed outside the Subdivision shall be moved into the subdivision for use as a residence.

6. All buildings shall be maintained in such a manner as to preclude unsafe, unsanitary, or unsightly condition of the property. Burned out or abandoned homes must be taken care of by the owner within six months of the event.

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First Amendment to Revised Deed Restrictions and Easements

Of the Canyon Lake Island Subdivision

September 22, 2022

This First Amendment to Revised Deed Restrictions and Easements of the Canyon Lake Island Subdivision evidences and effectuates the amendment of the terms of the Revised Deed Restrictions and Easements of the Canyon Lake Island Subdivision filed as Doc# 9906032639 in the Real Property Records of Comal County, Texas ("1999 Restrictions").

Recitals

A. A majority of owners of properties in the Canyon Lake Island Subdivision held their properties with the understanding that the existing 1999 Restrictions prohibited all owners from using their properties as business operations in the form of short-term vacation rentals, the type of rentals now commonly booked with online services such as VRBO.

B. Property owners are amending the 1999 Restrictions to eliminate short-term vacation rentals in the subdivision and clarify both: a) the intent of the 1999 Restrictions to prohibit property owners from operating such vacation rental businesses in the subdivision, and b) the intent of the 1999 Restrictions to only allow long-term leases in the subdivision, the type of leases that might in 1999 have happened from advertising of the rental with a "For Rent" sign in the owner's yard.

C. The Canyon Lake Island Property Owners Association has voluntary membership and is not authorized to collect regular or special assessments from anyone.

Amendment

1. This First Amendment to Revised Deed Restrictions and Easements of the Canyon Lake Island Subdivision, including the incorporated attached Exhibit "A" voting documents, evidences and effectuates the amendment of the 1999 Restrictions according to the requirements for amendment stated in the 1999 Restrictions and Texas law.

2. In compliance with such requirements for amendment a majority of owners with voting rights (55 out of 103 unique property owners) voted to amend the 1999 Restrictions, and the owners in such majority executed documents attached hereto as Exhibit "A" to evidence such votes to amend.

3. The 1999 Restrictions for the subdivision are amended to add a Subsection 8 to Section III. The added Section III, Subsection 8 reads:

8. Notwithstanding Section III, Subsection 1 above, no building or lot shall ever be such rented out in whole or in part for periods of less than six consecutive months in length or advertised as available for such use, except for leases between buyers and sellers incident to the sale of a lot.

4. This Amendment takes effect immediately.

Richard Conley, Owner of Lots in Canyon Lake Island Subdivision, and
for the Majority of Property Owners of Canyon Lake Island Subdivision

State of Texas
County of Comal

This instrument was acknowledged before me on September 22, 2022 by Richard Conley.

Carol L. Merada
Notary Public, State of Texas

CAROL LYNN MERADA
My Notary ID # 588812
Expires April 19, 2023