

CORRECTED RESTRICTIONS OF DEVIL'S BACKBONE HEIGHTS SUBDIVISION

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TO THE PUBLIC

THE STATE OF TEXAS

COUNTY OF COMAL

That, LEE R. ROPER, President of DEVIL'S BACKBONE HEIGHTS, INC., owner of DEVIL'S BACKBONE HEIGHTS SUBDIVISION, as shown on plat thereof recorded in Volume 6, page 107, of the Map and Plat Records of Comal County, Texas, said subdivision being previously impressed with restrictions recorded in Volume 312, pages 541-544 of the Deed Records of Comal County, Texas, does hereby correct the restrictions and assessments for DEVIL'S BACKBONE HEIGHTS as set forth in the attached Exhibit A.

Said correction is made to correct typographical error in restriction #2, and otherwise affirms and restates the restrictions of DEVIL'S BACKBONE HEIGHTS, INC. in their entirety.

IN TESTIMONY WHEREOF, LEE R. ROPER, President of DEVIL'S BACKBONE HEIGHTS, INC., owner of DEVIL'S BACKBONE HEIGHTS SUBDIVISION, has executed this instrument this 17 day of September, 1983.

DEVIL'S BACKBONE HEIGHTS, INC.

BY:

Lee R. Roper
LEE R. ROPER, President

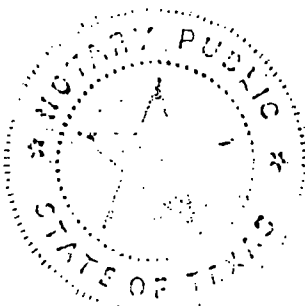
THE STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day personally appeared LEE R. ROPER, President of DEVIL'S BACKBONE HEIGHTS, INC., 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.

GIVEN under my hand and seal of office on this 17 day of September, 1983.

Annice Preece
Notary Public in and for
Comal County, Texas



RECORDED
BY Annice Preece
9.02 Pd

EXHIBIT "A"

CORRECTED RESTRICTIONS FOR DEVIL'S BACKBONE HEIGHTS

It is mutually agreed by and between the parties hereto that the property herein described, and all other property which may form a part of the recorded subdivision which includes the property herein described, shall be subject to the following restrictions, covenants, assessments, and reservations which shall be binding on the parties hereto and all persons claiming under them, to-wit:

1. The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot.

2. No building, fence, or structure of any kind shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Under ordinary topographical circumstances the building will be required to be set back 15 feet from roadways bordering the tract. Any deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of Lee Roper, Dewey Smith and Lois Roper. After June 1, 1982, a majority of the lot owners (with one vote per lot owner, regardless of number of lots owned) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Comal County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the committee or its designated representatives fail to approve or disapprove plans within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be fully complied with.

3. No building, other than a single family residence containing not less than 1000 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on any residential tract or lot, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not more than fourteen (14) months after laying foundations and no housetrailer of any kind may be moved onto the property. Servant's quarters and guest houses may be constructed to the rear of a permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. No material of any kind shall be placed or stored on any lot except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the lot by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the lot with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the lot by virtue of the exercise of such right to removal.

5. No mobile homes or housetrailerers shall be placed on any tract at any time. No tent, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
6. No outside toilet shall be installed or maintained on any lot and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Architectural Control Committee.
7. No noxious, offensive, unlawful or immoral use shall be made of any lot or tract.
8. No livestock of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
9. No lot 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 the 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 lot, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) any lot.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. All lots are subject to a five foot wide utility easement around all lot lines for the purpose of furnishing utilities to all lots in the subdivision, to all easements and restrictions now of record, and to any applicable rules and regulations of Comal County.
12. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) percent of the lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.
13. Failure to comply with any one of these covenants or restrictions or 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. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.

14. If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, 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 enjoin him or them from doing so or to recover damages, plus court costs and attorney's fees, or other dues for such violations.

15. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor, heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot owners therein.

16. In addition to the covenants, restrictions and reservations stated above, each lot shall be subject to a water assessment of \$600.00 for the purpose of installing a water system to bring water to the lot. Said water assessment shall be due and payable to DEVIL'S BACKBONE HEIGHTS, INC., or its assigns on or before six (6) months after the lot is conveyed by DEVIL'S BACKBONE HEIGHTS, INC.

In testimony whereof, DEVIL'S BACKBONE HEIGHTS, INC., by and through its President, LEE R. ROPER, has executed this instrument this 17 day of September, 1983.

DEVIL'S BACKBONE HEIGHTS, INC.

BY: Lee R. Roper
LEE R. ROPER

STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority on this day personally appeared LEE R. ROPER, President of DEVIL'S BACKBONE HEIGHTS, INC., 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.

GIVEN under my hand and seal of office on this 17 day of September, 1983.

Dennis P. ...
Notary Public in and for
Comal County, Texas



STATE OF TEXAS
COUNTY OF COMAL
This instrument was FILED IN FPO Number ...
... and was ...
... Public Records of Real Property of ...
SEP 30 1983
ROSE BOSSMANN
COUNTY CLERK
COMAL COUNTY, TEXAS
Willa Mae Sherwood
Deputy