

SECTION FIVE
PHASE I

JAN 16 2015

VOL 281 PAGE 518

RESTRICTIONS
CAVE SPRING ADDITION SECTION FIVE
PHASE ONE

836424

THE STATE OF TEXAS |
COUNTY OF KERR |

KNOW ALL MEN BY THESE PRESENTS:

That CANYON SPRINGS RANCH, INC., a Texas corporation, being the owner of that certain 57.7 acres of land out of Original Survey No. 1621, T.W.N.G. R.R. Co., Certificate No. 0/531, Abstract No. 806, Kerr County, Texas, which has heretofore been platted and subdivided into that certain subdivision known as CAVE SPRING ADDITION SECTION FIVE, PHASE ONE, according to the plat of said subdivision, recorded in Volume 5, Page 19, of the Plat Records of Kerr County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said CAVE SPRING ADDITION SECTION FIVE, PHASE ONE, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all of the lots in said CAVE SPRING ADDITION SECTION FIVE, PHASE ONE, and each and every contract or deed which may be hereafter executed with regard to any of the lots in said CAVE SPRING ADDITION SECTION FIVE, PHASE ONE, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed:

(a) No lot shall be used except for residential purposes; provided, however, that one (1) vacant lot in this section of the subdivision may be used for sales and construction offices for sales and construction of homes during the development of this section of the subdivision. The term "residential purposes" as used herein shall be held and construed to exclude hospitals,

clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height, together with a private garage for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; provided, however, that any such dwelling may not exceed two (2) stories in height and any such private garage may provide for no more than three (3) cars unless the plans for the same are first approved in writing by the Architectural Control Committee as hereinafter provided.

(b) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, quality of workmanship and materials, conformity with these restrictions and as to location of the building with respect to topography and finished ground elevation, by an Architectural Control Committee composed of Walter B. Hailey, Jr., of Hunt, Kerr County, Texas; Gil Phares of Hunt, Kerr County, Texas; Barbara Turnham, of Dallas, Dallas County, Texas; and James Neal of Hunt, Kerr County, Texas, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to

approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, the same shall be deemed approved. Neither the members of such committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) Unless otherwise approved by the Architectural Control Committee, no building shall be located nearer than thirty (30) feet to the front lot line and no building shall be located on any residential building plot nearer than ten (10) feet from such plot's side lines, nor nearer than thirty (30) feet from any rear lot line, except a detached garage and/or a stable may be located within ten (10) feet of any side or rear lot line if situated at the rear of the main residence building. The term "detached garage" shall mean a separate building having no common wall with the main residence building. Unless otherwise approved by the Architectural Control Committee, all improvements shall be constructed to front on the street on which the building plot faces.

(d) No building plot shall have an area of less than 27,000 square feet or a width of less than 80 feet at the front building setback line; except in the case of any shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or lesser minimum width at the front building setback line.

JAN 16 2015

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, 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 a residence.

(g) No residential structure shall be placed on any lot unless its ground floor heated living area, exclusive of open porches and garage, has a minimum of 1200 square feet for a one-story dwelling or 1100 square feet on the ground floor for a dwelling of more than one story.

(h) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, but the Architectural Control Committee, as outlined in Paragraph (b) above, shall have the power to waive the masonry requirement so as to allow the erection of a residence of all wood panel walls. No residence shall have a roof of composition shingles unless first approved in writing by the Architectural Control Committee.

(i) No spiritous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any of the said sites.

(j) No sign of any kind shall be displayed to the public view 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.

JAN 16 2005

(k) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(l) 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 and sanitary condition. No outside clothes lines shall be constructed or maintained on any lot within sight of the street or any adjacent lot.

(m) The raising or keeping of hogs, cattle, sheep, goats, or other livestock on any part of the subdivision is prohibited. Notwithstanding the foregoing, the raising and keeping of dogs, cats and usual household pets is permitted in this subdivision and the raising and keeping of horses is permitted in this subdivision if the same are maintained behind the residential dwelling which is situated on the lot. The raising, keeping or selling of animals for commercial purposes on any lot in this subdivision is strictly prohibited.

(n) MAINTENANCE FUND.

All of the lots in Cave Spring Addition Section Five, Phase One are hereby subjected to an annual maintenance charge at the maximum rate of One Hundred and No/100 (\$100.00) Dollars per lot as determined by the recorded plat for the purpose of creating a maintenance fund to be administered by Cave Springs Owners, Inc. Said maintenance charge is to be paid by each and every residential lot owner annually, in advance, on the first day of January of each year, beginning January 1, 1984. The foregoing charge shall not apply to the said Canyon Springs Ranch, Inc., as owner of any of said lots.

Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained upon each and every lot in said subdivision which is subject to these restrictions and shall be paid by each and every lot owner annually as above stated to Cave Springs Owners, Inc., such organization to be the custodian and administrator of said fund, and said vendor's lien is hereby transferred and assigned to said Cave Springs Owners, Inc., such charges being payable to said organization in Kerr County, Texas, at such address as it may at any time and from time to time designate.

Said Cave Springs Owners, Inc., shall have authority to adjust said maintenance charge from year to year as it may deem proper; provided, however, that such charge shall be uniform as to all lots in this Phase One of Cave Spring Addition Section Five and, unless altered as hereinafter provided, such charge shall not exceed \$100.00 for each lot. Any additional maintenance charge over and above the annual charge of \$100.00 per lot may be authorized only if a special election is called by the Cave Spring Owners, Inc., for the purpose of raising these limits and seventy-five (75%) percent of the lot owners voting in said election vote to authorize the increase.

All funds collected from said charge shall be applied insofar as the same may be sufficient toward the payment of construction costs or maintenance expenses for any or all of the following purposes: safety and/or health projects, beautification and/or other aesthetic purposes; lighting, improving and maintaining streets, parks, parkways, esplanades and other public areas; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like, caring for vacant lots; employing policemen and/or watchmen; providing and maintaining recreational facilities and recreational areas either within or without this Phase One of Cave Spring Addition Section Five; payment of legal and all other expenses incurred in connection with the enforcement of all covenants and restrictions

for the subdivision; and doing any other thing necessary or desirable in the opinion of the Trustees of Cave Springs Owners, Inc., to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of Cave Springs Owners, Inc. in the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

Cave Springs Owners, Inc. shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage or encumber the monies paid and to be paid into said maintenance fund to finance the construction of improvements on any recreational or public area in the subdivision, or in repayment thereof to the developing company or any lending institution or agency.

Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 1, 2000, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten (10) year term the owners of the majority of the square foot area of the lots or property subject to charge elect to discontinue such charges, which election shall be evidenced by a written instrument and acknowledged by such majority owners and filed for record in the office of the County Clerk of Kerr County, Texas.

Cave Spring Owners, Inc. shall be comprised of owners of lots in the several sections of the subdivision designated as Cave Spring Addition. Each lot owner in the subdivision shall be entitled to one vote at any meeting of the members. Cave Springs Owners, Inc. shall act through a Board of Trustees comprised of three (3) persons, who shall be either the owners of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision. The initial Board of Trustees shall be

composed of Walter B. Hailey, Jr., of Hunt, Kerr County, Texas; Gil Phares, of Hunt, Kerr County, Texas, and Barbara Turnham of Dallas, Dallas County, Texas, who shall serve until January 1, 2000, unless all three (3) initial Trustees resign prior to that time. In case of the resignation, death or incapacity to serve of any one of the initial Trustees, the two (2) remaining Trustees may appoint a Substitute Trustee to serve the remainder of said period. No Trustee hereunder shall be required to furnish bond for any purpose, unless required by the majority vote of Cave Springs Owners, Inc. After January 1, 2000, or sooner if all three initial Trustees resign, the owners of lots in the subdivision will elect the Board of Trustees from the membership of Cave Springs Owners, Inc.

Cave Spring Owners, Inc. shall have the right, but shall never be obligated, to render inferior and subordinate the afore-said vendor's lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens which the owner or purchaser of any such lot may desire to place thereon to finance the construction of improvements on or the purchase of any such lot or lots.

In the event other sections of Cave Spring Addition are platted and developed and a like maintenance charge for similar purposes is placed and imposed on the residential lots therein, or in the event acreage tracts, or any part thereof, adjoining or contiguous to any section of Cave Spring Addition shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from the several sections of Cave Spring Addition as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said Cave Springs Owners, Inc. into a single maintenance fund, to be expended by said Cave Springs Owners, Inc. for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

(c) In the event that any owner of a lot or lots or part thereof or interest therein, whether such lot or lots be improved or unimproved, desires to sell such lot or lots or a part thereof or interest therein, as the case may be, the Canyon Springs Ranch, Inc. and its successors or assigns shall have a preferential right to purchase such lot or lots or part thereof or interest therein which said preferential right shall be exercised as is here provided. At such time as any owner of a lot or lots or interest therein shall desire to sell such lot or lots or part thereof or interest therein, he shall notify the Canyon Springs Ranch, Inc. of his intention, such notification to include his mailing address, a description of the property or the interest therein he desires to sell and the total sales price he desires to receive. At such time as the owner shall have a prospective purchaser ready, willing and able to purchase upon mutually agreeable terms the owner and prospective purchaser shall promptly notify the Canyon Springs Ranch, Inc. of such bona fide offer of sale; and the terms and condition thereof (enclosing a copy of the sales contract, if any) and the name and address of the prospective purchaser. Not later than the tenth calendar day after receipt of such written notification Canyon Springs Ranch, Inc. shall EITHER (1) notify such owner and the prospective purchaser that it or its designee will purchase the lot or lots to be sold on the same terms and conditions as the offer received and it shall tender to such owner an executed written contract of sale to be consummated on or before thirty days after its tender, together with an escrow deposit in the same amount as previously tendered by the owner's prospective purchaser, OR (2) Canyon Springs Ranch, Inc. shall give written notification in recordable form to such owner that it does not elect to purchase such lot or lots or part thereof or interest therein. In the event Canyon Springs Ranch, Inc. shall fail to notify such owner either of its desire to purchase or not to

JAN 16 2015

purchase the lot or lots or part thereof or interest therein to be sold, then it shall be conclusively presumed that the Canyon Springs Ranch, Inc. does not elect to purchase. The Company's election not to purchase or its failure to notify, as the case may be, shall terminate its right of re-purchase as to this one sale, unless, for any reason, the proposed sale between owner and his purchaser shall not be consummated, in which event the Company's right to re-purchase shall again attach. The prior right of acquisition of the Canyon Springs Ranch, Inc. on identical terms and conditions shall apply to each and every sale regardless of whether or not Canyon Springs Ranch, Inc. has on a previous sale elected not to purchase or has waived its right to purchase or a previous sale has not been, by the terms of this covenant, subject to its provisions. All notification herein provided for shall be in writing, shall be by registered mail, return receipt requested, and any required notification post marked prior to midnight of the last day shall be notification within the terms of this covenant; all notifications to Canyon Springs Ranch, Inc. shall be addressed to Walter B. Hailey, Jr., P.O. Box 345, Hunt, Texas 78024, or to such other person and/or address as said Company may hereafter direct by written instrument filed for record in the Deed Records of Kerr County, Texas.

The provisions of this covenant shall not apply to (1) the conveyance of any lot or lots or parts thereof or interest therein (whether for a valuable consideration or gift) to any person or persons related to the owner by blood or marriage; (2) a conveyance by any owner of a lot or lots or parts thereof or interest therein (whether for a valuable consideration a nominal consideration or gift) to a corporation the controlling interest of which is owned either singularly or collectively by such owner or any person or persons related to such owner or owners by blood or marriage; (3) to any conveyance of a lot or lots or parts

thereof or interest therein made pursuant to and in accordance with any order issued by or judgment of any Court, either State or Federal (4) to any mortgage made by the owner or owners of any lot or lots or parts thereof or interest therein nor to any sale made pursuant to and in accordance with a mortgage of such lot or lots or part thereof or interest therein; (5) to any conveyance made by or to Canyon Springs Ranch, Inc.

(p) The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Canyon Springs Ranch, Inc., its successors and assigns, and all persons claiming by, through and under it, and shall be effective until January 1, 2000, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the residential lots in Cave Spring Addition may change or terminate the same on January 1, 2000, or at the end of any successive ten year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Kerr County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 1, 1995, and January 1, 2000, if the same are to be changed or terminated as of January 1, 2000, or during the last five (5) years of any successive ten (10) year period if said restrictions, covenants and conditions are to be changed or terminated at the end of any such ten year period.

(q) In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, it shall be lawful for any person owning or having an interest in any residential lot in Cave Spring Addition to institute and prosecute any proceeding at law or in equity, to abate, prevent or enjoin any such violation or attempted violation.

JAN 16 2015

JAN 16 2015

VOL 281 PAGE 529

(r) Canyon Springs Ranch, Inc., the subdividing corporation, has caused its officers to organize a private water corporation, pursuant to Article 1434a, Vernon's Texas Civil Statutes. The beneficial and equitable interest in one (1) share of stock of such private water corporation will be transferred to and vest in the grantee of each lot in the subdivision conveyed by Canyon Springs Ranch, Inc. at the time each lot is conveyed. Legal title to each such share, and all voting rights pertaining thereto will be reserved in and held by one of the original organizers and shareholders of such corporation until such time as such original organizers elect to transfer legal title to such shares of stock and the rights pertaining thereto, to the grantees of such lots.

(s) All roads in Cave Spring Addition Section Five, Phase One are dedicated to the public; however, at the time of the filing of these restrictions, the County of Kerr has not accepted maintenance of the roads in said Section Five, Phase One. Therefore, until such time as the maintenance of the roads has been assumed by the County of Kerr, the costs of said maintenance shall be borne by the lot owners in said Section Five, Phase One.

EXECUTED this the 11th day of August, A.D.

1983.

CANYON SPRINGS RANCH, INC.

ATTEST:

Barbara Turnham
Barbara Turnham,
Secretary

BY: Walter B. Hailey, Jr.
Walter B. Hailey, Jr., President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on August 11, 1983, by WALTER B. HAILEY, JR., President of Canyon Springs Ranch, Inc., a Texas corporation, on behalf of said corporation.



Janet R. Beavers
Notary Public in and for
The State of Texas
My Commission Expires: 4-04-87
Janet R. Beavers
Stamped or Printed Name of Notary

836424

Restrictions

Cave Spring Addition
Section Five Phase One
to
The Public

FILED FOR RECORD
at 3:12 o'clock P.M.

AUG 16 1983

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lisa Nielsen Deputy

Filed by & Return to:

Harris, Harris & Childers
Attorneys at Law
631 Water St.,
Kerrville, Texas 78028

Filed for record August 16, 1983 at 3:12 O'clock P.M.
Recorded August 18, 1983
PATRICIA DYE, Clerk

By Mary C. Hanson Deputy

JAN 16 2015