

AMENDED, RESTATED AND CONSOLIDATED
RESTRICTIONS, ASSESSMENTS, AND EASEMENTS OF
CIELO SPRINGS, SECTIONS 1, 2, 3 and 4

henceforth known as

Covenants, Conditions, and Restrictions of Cielo Springs

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STATE OF TEXAS)
)
COUNTY OF BLANCO)

KNOW ALL MEN BY THE PRESENTS:

WHEREAS, the undersigned are record owners of legal title of fifty-one percent (51%) or more of the lots shown by Deed of Records of Blanco County, Texas in each of the following subdivisions:

- (1) Cielo Springs, Sections 1, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Page 285, Plat Records, Blanco County, Texas
- (2) Cielo Springs, Section 2, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Page 288, Plat Records, Blanco County, Texas
- (3) Cielo Springs Section 3, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Page 312, Plat Records, Blanco County, Texas, Cielo Springs and
- (4) Cielo Springs, Section 4, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Page 367, Plat Records, Blanco County, Texas, Cielo Springs

WHEREAS, pursuant to paragraph fourteen (14) of the Amended Restrictions, Assessments and Easements of Cielo Springs, Units 1 and 2, recorded in Volume 262, Page 356, Official Public Records, Blanco County, Texas, paragraph fourteen (14) of the Original Restrictions, Assessments and Easements of Cielo Springs, Section 3, recorded in Volume 281, Page 93, Official Public Records, Blanco County, Texas, and paragraph fourteen (14) of the Original Restrictions, Assessments and Easements of Cielo Springs, Section 4, recorded in Volume 336, Page 274, Official Public Records, Blanco County, Texas, (the "Restrictions"), said Restrictions may be amended in whole or in part by a vote of at least 51% of the record owners of legal title of the lots as shown by Deed of Records of Blanco County, Texas ("Undersigned Record Owners"); and

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WHEREAS, under ordinary topographical circumstances the minimum side setback lines for all building and structures as defined in this document shall take precedent over any other information recorded elsewhere, and

WHEREAS, the Undersigned Record Owners have determined that in order to promote health, safety, general welfare and quality of life of the present and future residents, the Covenants, Conditions, and Restrictions (CCR) should be amended, restated and consolidated into one set of comprehensive Covenants, Conditions, and Restrictions (CCR) as set forth herein.

NOW THEREFORE, the CCR of Cielo Springs Sections 1, 2, 3 and 4, shall hereafter read as follows:

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Amended, restated, and consolidated Restrictions, Assessments and Easements of
Cielo Springs; henceforth known as Cielo Springs Covenants, Conditions and
Restrictions

(Cielo Springs CCR; CCR)

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. No tract in the subdivision may be further subdivided.
2. No building, fence or structure of any type 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 submitted in writing and have been approved in writing by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requesting approval. Under ordinary topographical circumstances the minimum setback lines for each tract shall be as follows: fifty feet (50') front setback, twenty five feet (25') side setbacks from tract lines or side streets, and fifty feet (50') back setback. Any deviation from this must first be approved in writing by the ACC.
3. No building, single family residential or improvement on any tract in the Property shall exceed thirty-five feet (35') in height (as measured from the ground at the lowest portion of the foundation visible above the ground). The primary residential building of any single-story residence shall contain not less than one thousand eight hundred square feet (1800 sqft) of living area, and the primary residential building of any two-story residence shall contain not less than two thousand two hundred square feet (2200 sqft) of living area, exclusive of open or screen porches, breezeways, carports, garages, and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously or subsequent to erection of a residence but in no case shall more than one structure be permitted. All buildings must be completed not more than fourteen (14) months after laying foundations, and no house trailers or mobile homes of any kind may be moved onto the property. Any servants' quarters structure or guest house will not exceed the main dwelling in height or number of stories and may be detached from the main residence but will not have a floor area greater than fifty percent (50%) of the floor area of the main residence. All buildings must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts and piers (except those supporting raised porches) from outside view.

4. The outer walls of all single-family residences in the Property shall be at least sixty percent (60%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.
5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The ACC may notify the record owner of the tract by certified US mail of such violation and if the violation is not corrected and the subject materials not removed within ten (10) days after the mailing of such notice, the ACC may remove said materials from the property, dispose of such materials, and charge the record owner of the tract with removal and disposition costs, and the ACC shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.
6. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicist, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind 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 a residence, except that camping trailers, motor homes and recreational vehicles 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.
8. No outside toilet shall be installed or maintained on the tract 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 and driveways, will be permitted without the written permission of the ACC.
9. No noxious, offensive, unlawful, or immoral use shall be made of the tract.

10. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except one horse per acre, or except for those approved by the ACC. The ACC hereby approves in advance a maximum of two (2) dogs or two (2) cats per lot. All other animals and pets must be approved in writing in advance by the ACC. The ACC reserves the right to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days notice from the ACC. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The ACC specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of these CCRs, and reserves absolutely the right to deny approval for any pet.

11. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage, or other waste shall be kept in sanitary containers. No junk, wreckage or auto storage yards shall be located on the tract, 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) the tract.

12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single-family residence.

13. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.

14. These CCRs shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Blanco County, Texas, unless changed or amended as provided herein. Said CCRs shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty one percent (51%) or more of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said CCRs in whole or in 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 Blanco County, Texas.

15. Failure to comply with any one of these covenants or restrictions or invalidation of any of these covenants or restrictions by judgement of any Court shall in no way 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.

16. If the parties hereto or their heirs or assigns shall violate any other 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 attorneys' fees, or other dues for such violation.

17. All covenants and restrictions 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 and tract owners therein.


18. A violation of the CCRs, as determined by the majority of the members of the ACC, shall result in a fine or possible legal action as determined by the Board of Directors of the Cielo Springs Maintenance Corporation, unless said violation is corrected within thirty (30) days of receipt of written notification of said violation.

19. Maintenance dues shall be due and payable to the Cielo Springs Maintenance Corporation (CSMC; a non-profit corporation) on or before January 15th of each year for that year's assessment. The amount of said dues shall be determined by the CSMC at said annual meeting with one (1) vote for each lot owned. Said Corporation is incorporated for the express purpose of representing the interest of all lot owners in the Cielo Springs Subdivision including all units located in Blanco County, Texas and the dues herein provided for shall be used to maintain the private roads and gated entrances of the Cielo Springs Subdivision. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest. Costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.

20. All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will be maintained by the CSMC.

21. In addition to the Cielo Springs Covenants, Conditions and Restrictions stated above, each tract shall be subject to a water assessment of one thousand five hundred US Dollars (\$1,500.00) for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to Stallion Estates, Inc., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by Stallion Estates, Inc., a Texas Corporation.

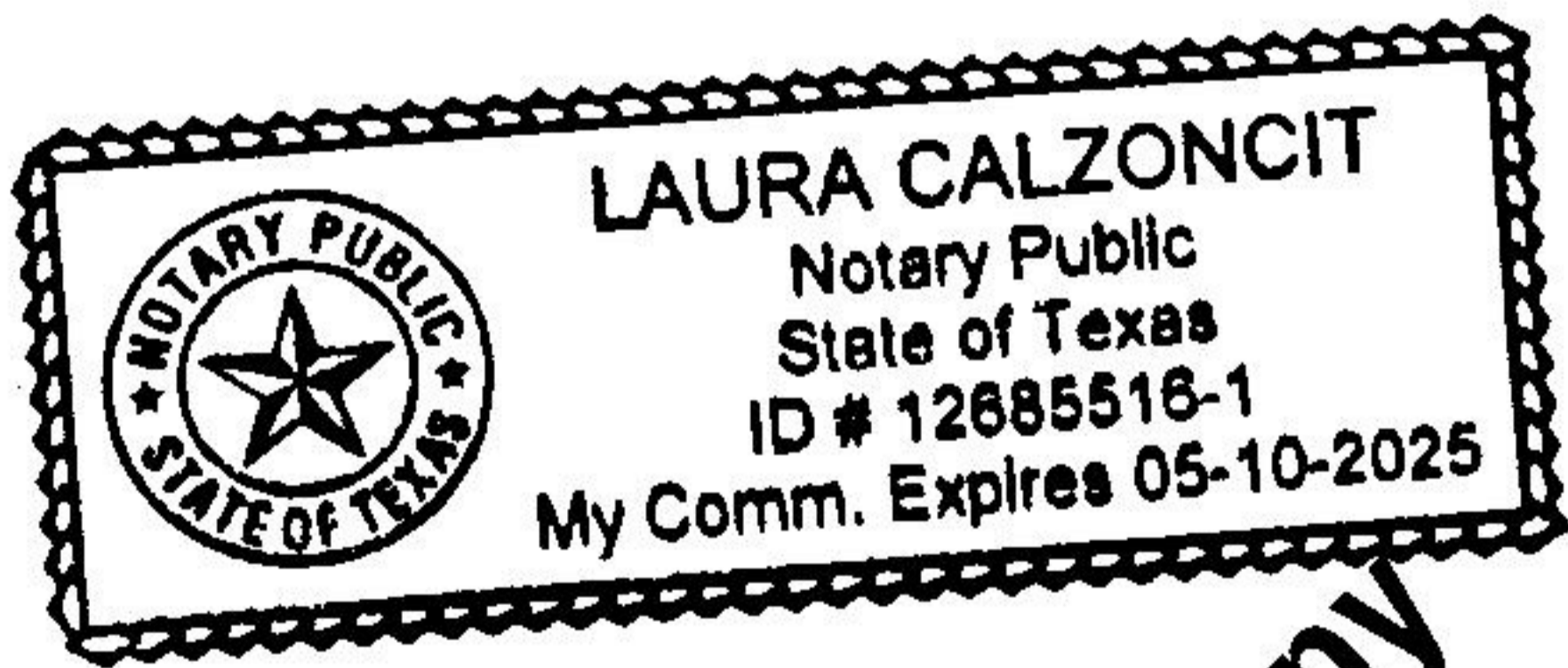
IN TESTIMONY WHEREOF, ON BEHALF OF THE PROPERTY OWNERS OF CIELO SPRINGS SECTIONS 1, 2, 3 AND SECTION 4, as owners of 51% or more of the lots in Cielo Springs Units 1 and 2, Section 3 and Section 4 located in Blanco County, Texas, Heinz Roesch, President of Cielo Springs Maintenance Corporation, has executed this instrument on this the 24th day of NOV 2021.


By: 

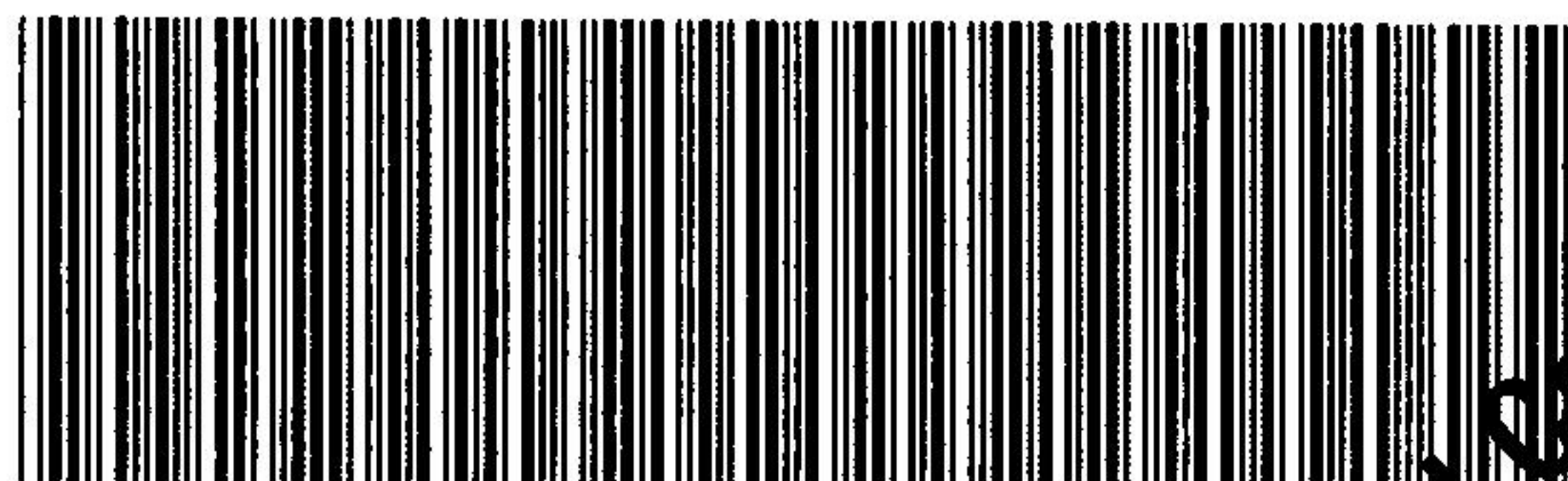
Heinz Roesch, President
Cielo Springs Maintenance Corporation

State of Texas \$
County of Blanco \$

This instrument was acknowledged before me on the 24 day of November, 2021 by Heinz Roesch, President of Cielo Springs Maintenance Corporation, a Texas Corporation, on behalf of said corporation.




Notary Public, State of Texas



VG-195-2021-216864

Blanco County
Laura Walla
Blanco County Clerk

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Instrument Number: 216864

Real Property Recordings

Recorded On: November 24, 2021 11:34 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$45.00

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***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 216864
Receipt Number: 20211124000018
Recorded Date/Time: November 24, 2021 11:34 AM
User: Melody E
Station: cclerk01

Record and Return To:

HEINZ ROESCH



STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

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Laura Walla