

SECTION ONE

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RESTRICTIONS CAVE SPRING ADDITION Section One

JAN 16 2015

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS: That CAVE SPRING DEVELOPMENT CO., a Texas corporation, being the owner of that certain 22.5 acre, more or less, tract of land out of the G. C. & S. F. Ry. Co. (John W. Snider, Assignee) Survey No. 1577, Kerr County, Texas, and the Cyrus Davis Survey No. 678, Kerr County, Texas, which has heretofore been platted and subdivided into that certain subdivision known as CAVE SPRING ADDITION, SECTION ONE, according to the plat of said subdivision recorded in Volume 2, Page 98, of the Map 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 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 all of lots in said CAVE SPRING ADDITION, SECTION ONE, and each and every contract or deed which may be hereafter executed with regard to any of the lots of said CAVE SPRING ADDITION, SECTION ONE, shall conclusively be held to have been executed, delivered and accepted on 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 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 exceed two (2) stories in height and any such private garage may provide for more than three (3) cars if the plans for the same are first approved by the Architectural Control Committee as hereinafter provided.

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(b) No Building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot 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 a committee composed of J. W. Colvin, of Hunt, Kerr County, Texas, Ellis B. Colvin, of Houston, Harris County, Texas, and H. M. Waltemath of Houston, Harris 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 said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed

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to have been complied with. Neither the members of such committee, nor its designated representative, 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 with five (5) 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 residential structure shall be erected or placed on any building plot having an area of less than 40,000 square feet or a width of less than 80 feet at the front building setback line; except in the case of any lot 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.

(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 out-building 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 1500 square feet for a one story dwelling or 1100 square feet for a dwelling of more than one story.

(h) The exterior walls of all residences shall be at least fifty-one per cent (51%) brick, Page 3
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.

(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.

(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

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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 line 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 the 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 One, are hereby subject to an annual maintenance charge at the maximum rate of One Hundred and 00/100 (\$100.00) Dollars per lot as determined by the recorded plat for the purpose of creating a fund to be known as Cave Spring Addition Maintenance Fund 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, 1964. The foregoing charge shall not apply to the said Cave Spring Development Co., 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 Spring Owners Committee, such committee to be the custodian and administrator of said fund, and said vendor's lien is hereby transferred and assigned to said Cave Spring Owners Committee, such charges being payable to said committee in Kerr County, Texas, at such address as it may at any time and from time to time designate.

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Said Cave Spring Owners Committee 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 Section One of Cave Spring Addition 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 can be authorized only if a special election is called by the Cave Spring Owners Committee for the purpose of raising these limits and seventy-five (75%) per cent 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 Section One of Cave Spring Addition; 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 Spring Owners Committee to keep the property in Cave Spring Addition 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

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Cave Spring Owners Committee in the expenditure of said funds, shall be final and conclusive so long as such judgement is exercised in good faith.

Cave Spring Owners Committee 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 leading institution or agency.

Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 1, 1988, 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 such charge elect to discontinue such charges, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for record in the office of the County Clerk of Kerr County, Texas.

The Cave Spring Owners Committee shall be comprised of owners of lots in 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. The Committee 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 J. W. Colvin, of Hunt, Kerr County, Texas, Ellis B. Colvin, of Houston, Harris County, Texas, and H. M. Waltemath, of Houston, Harris County, Texas, who shall serve until January 1, 1965, 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 said initial Trustees, the two 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 the Cave Spring Owners Committee. After January 1, 1965, or sooner if all three initial Trustee resign, the owners of lots in the subdivision will elect the Board of Trustees from the members; or the owners of lots in said subdivision may organize a non-profit corporation to take over the duties and functions of the Cave Spring Owners Committee and thereafter all benefits, liens and rights hereunder shall vest in said corporation.

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Cave Spring Owners Committee shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid 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 Spring Owners Committee into a single maintenance fund, to be expended by said Cave Spring Owners Committee for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

(c) The foregoing restrictions, covenants, and conditions shall constitute covenants running with the land and shall be binding upon inure to the benefit of Cave Spring Development Co., its successors and assigns, and all persons claiming by, through and under it, and shall

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be effective, until January 1, 1988, 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, 1988, 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, 1983 and January 1, 1988, if the same are to be changed or terminated as of January 1, 1988, or during the last five (5) years of any successive ten year (10) period if said restrictions, covenants and conditions are to be changed or terminated at the end of any such ten year period.

(p) 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.

(q) In the event that additional sections of Cave Spring Addition are developed and platted, the property owners of this Section One are expressly authorized and empowered to enforce the restrictions, covenants and conditions on any such additional sections or section and the property owners in such additional section or sections are hereby expressly authorized and empowered to enforce the restrictions, covenants and conditions applicable to this Section One.

(F) Cave Spring Development Co., the subdividing corporation, intends to cause its officers to organize a private water corporation under Article 1434 (a) of the Texas Civil Statutes. In the event that such private water corporation is organized, 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 Cave Spring Development Company 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.

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EXECUTED this the 3rd day of April, 1963.

Corporate Seal
ATTEST:
/s/ Henry J. Colvin
Its Secretary

CAVE SPRING DEVELOPMENT CO.
BY: /s/ Ellis B. Colvin
Its President

THE STATE OF TEXAS }
COUNTY OF _____ I

BEFORE ME, the undersigned authority on this day personally appeared Ellis B. Colvin, President of CAVE SPRING DEVELOPMENT CO., known to me to be the person and officer 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 this the 3rd day of April, 1963.

Seal

Michael R. Pickering
Notary Public in and for Harris
County, Texas,

Filed for record April 8, 1963 at 10:15 o'clock A. M.
Recorded April 9, 1963 at 4:05 o'clock P. M. (ms)
Volume 115, page 1
EMMIE M. MUENKER, County Clerk

By Maxwell Smith Deputy

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