

JAN 16 2015

794867

CORRECTED RESTRICTIONS
SECTION FOUR

VOL 224 PAGE 705

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 a certain tract of land out of the T.W.N.G. Ry. Co. Survey No. 1621, Kerr County, Texas, which has heretofore been platted and subdivided into that certain subdivision known as CAVE SPRING ADDITION, SECTION FOUR, according to the plat of said subdivision, recorded in Volume 4, Page 130, which plat was subsequently voided, corrected and refiled in Volume 4, Page 147, 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 FOUR, for the benefit of the present and future owners of said lots do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in said CAVE SPRING ADDITION, SECTION FOUR, 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 FOUR, shall conclusively be held to have been executed, delivered and accepted on the following 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 if the plans for the same are first approved 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 a 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 Elaine Vlasek 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

JAN 16 2015

(4)

JAN 16 2015

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 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 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 residential structure shall be erected or placed on any building plot having an area of less than

4

40,000 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.

(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 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, 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 by Committee in writing.

(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

JAN 16 2015

(4)

JAN 16 2005

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 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

4

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 Four, 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 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, 1979. 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 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.

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 Four of Cave Spring Addition and, unless altered as hereinafter provided,

JAN 16 2015

4

JAN 16 2015

VOL 224 PAGE 711

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 policeman and/or watchmen; providing and maintaining recreational facilities and recreational areas either within or without this Section Four 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 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 Spring Owners Committee in the expenditure of said funds, shall be final and conclusive so long as such judgment 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 lending institution or agency.

Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 1, 1996 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.

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 Walter B. Halley, Jr., of Hunt, Kerr County, Texas, Gil Phares, of Hunt, Kerr County, Texas, Barbara Turnham, of Dallas, Dallas County, Texas and Elaine Vlassek of Hunt, Kerr County, Texas, who shall serve until January 1, 1990, unless all four (4) 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 three remaining Trustees may appoint a Substitute Trustee to serve the remainder of said period. No Trustee

JAN 16 2015

4

JAN 16 2015

VOL 224 PAGE 713

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, 1990, or sooner if all four initial Trustees 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.

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 paving 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 term 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 said Company 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 said company shall tender to such owner an executed written contract of sale

JAN 16 2015

4

JAN 16 2015

VOL 224 PAGE 715
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) said company 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 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 said Company 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 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, 1996, 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, 1996, or at the end of any successive ten year period thereafter, by executing, acknowledging and filing for record in the office

JAN 16 2015

4

JAN 16 2016

VOL 224 PAGE 717

of the County Clerk of Kerr County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 1, 1991, and January 1, 1996, if the same are to be changed or terminated as of January 1, 1996, 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.

(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.

(r) Canyon Springs Ranch, Inc., the subdividing corporation, has caused its officers to organize a private water corporation, pursuant to Article 1434 (2), Texas Revised 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.

4

This Correction Restrictions for Section IV is made for the purpose of correcting a clerical error which occurred during the assembling and stapling of the pages of the restrictions recorded in Volume 214, Page 121, Deed Records of Kerr County, Texas, where inadvertently a large number of easements were stapled to the restrictions and through error were recorded and would appear to be a part of the restrictions when in fact the various easements and instruments which were inadvertently attached are not a part of the restrictions for Section IV.

EXECUTED this the 8th day of August, A.D.

1979.



Elaine Vlasek
Elaine Vlasek, Secretary

CANYON SPRINGS RANCH, INC.

By: *Walter B. Hailey, Jr.*
Walter B. Hailey, Jr., President

THE STATE OF TEXAS S
COUNTY OF KERR S

Filed 17 Day of Aug. A.D. 1979 at
EMMIE M. MUENKER 2:15 P.M.
Clerk County Court, Kerr County, Texas
By *Jamu Wolcott* Deputy

BEFORE ME, the undersigned authority, on this day personally appeared Walter B. Hailey, Jr., President of Canyon Springs Ranch, Inc., a corporation, 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 stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of August, A.D. 1979.



Nancy Carroll
Notary Public in and for
Kerr County, Texas

My Commission Expires: 9-8-79

NANCY CARROLL
NOTARY PUBLIC
(Printed Name of Notary)
MY COMMISSION EXPIRES 9-8-79

JAN 16 2015

4

794867

CANYON SPRINGS RANCH, INC.

TO

THE PUBLIC

CORRECTED RESTRICTIONS
CAVE SPRING ADDITION
SECTION FOUR

FILED FOR RECORD

2:15 o'clock P.M.

AUG 17 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By *Betty J. Seavey*

Return to:

LAVERN D. HARRIS & ASSOCIATES
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

JAN 16 2005

Filed for record August 17, 1979 at 2:15 o'clock P.M.

Recorded August 21, 1979
EMMIE M. MUENKER, Clerk

By *Betty J. Seavey* Deputy

4