

RESTRICTIONS FOR
CAVE SPRING ADDITION
SECTION SEVEN, PHASE ONE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KERR §

That WALTER B. HAILEY, JR., being the owner of that certain 21.39 acres of land out of Original Survey No. 1621, T.W.N.G R.R. Co., Abstract No. 806, patented to Charles Schreiner by Patent No. 646, Volume 29, dated April 8, 1881; being out of that 730.3-acre tract which was conveyed from Ellis B. Colvin and wife, Amy J. Colvin, to Walter B. Hailey, Jr., and Kirby Albright, by deed of record in Volume 156, Page 821 of the Deed Records of Kerr County, Texas, which has heretofore been platted and subdivided into that certain subdivision known as CAVE SPRING ADDITION, SECTION SEVEN, PHASE ONE, according to the plat of said subdivision, recorded in Volume 6, Page 333 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 SEVEN, 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 SEVEN, 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 SEVEN, PHASE ONE, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions,

JAN 16 2015

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

JAN 16 2015

restrictions and as to location of the building with respect to topography and finished ground elevation, by an Architectural Control Committee ("Committee") comprised of one (1) to three (3) members appointed by the members of CAVE SPRING OWNERS, INC. In the event of death, resignation, or incapacity of any one (1) or all members of the Committee, the Board of Directors of CAVE SPRING OWNERS, INC., shall have full authority to appoint a new member or members with like authority. In the event said Committee fails to approve or disapprove such design and location within thirty days (30 days) after such plans and specifications have been submitted to it, the same shall be deemed approved. No Committee member shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of the Committee shall cease on and after ten years (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 Committee, no building shall be located nearer than thirty feet (30 feet) to the front lot line and no building shall be located on any residential building plot nearer than ten feet (10 feet) from such plot's side lines, nor nearer than thirty feet (30 feet) from any rear lot line, except a detached garage and/or a stable may be located within ten feet (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

JAN 16 2015

otherwise approved by the 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 twenty-seven thousand (27,000) square feet or a width of less than eighty (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 one thousand two hundred (1,200) square feet for a one story dwelling or one thousand one hundred (1,100) square feet on the ground floor for a dwelling of more than one (1) story.

(h) The exterior walls of any residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, but the 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.

(i) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on

JAN 16 2015

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 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

JAN 16 2015

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 SEVEN, PHASE ONE, are hereby subjected to an annual maintenance charge at the maximum rate of SIXTY AND NO/100 DOLLARS (\$60.00) per lot as determined by the recorded plat for the purpose of creating a maintenance fund to be administered by CAVE SPRING OWNERS, INC. Said maintenance charge is to be paid by each and every residential lot owner annually, in advance, on the first (1st) day of January of each year, beginning January 1, 2001. The foregoing charge shall not apply to the said CANYON SPRING 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, 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 SPRING 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 SPRING 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 SEVEN, and, unless altered as hereinafter provided, such charge shall not exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each lot. Any additional maintenance

JAN 16 2015

JAN 16 1965

charge over and above the annual charge of ONE HUNDRED AND NO/100 DOLLARS (\$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 percent (75%) 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 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 SEVEN; 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, 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 SPRING OWNERS, INC., in the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

CAVE SPRING 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, 2016, and shall be extended automatically for successive periods of ten years (10 years), unless prior to the commencement of any extended ten-year (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 (1) vote at any meeting of the members. CAVE SPRING OWNERS, INC., shall act through a Board of Trustees comprised of seven (7) persons, who shall be either the owners of a lot in the subdivision or an officer of a corporation owning one (1) or more lots in the subdivision. The Board of Trustees shall each serve one (1) three-year (3-year) term, each such term being staggered. The initial Board of Trustees shall be composed of (i) JAN REEVES of Hunt, Kerr County, Texas, who shall serve until January 1, 2003; (ii) GARY HILTON of Hunt, Kerr County, Texas, who shall serve until January 1, 2003; (iii) CHARLES KERNER of Hunt, Kerr County, Texas, who shall serve until January 1, 2001; (iv) BILL THOMAS of Hunt, Kerr County, Texas, who shall serve until January 1, 2003; (v) THOMAS PETERSEN of Hunt, Kerr County, Texas, who shall serve until January 1, 2001; (vi) PATRICIA STONE of Hunt, Kerr County, Texas, who shall serve until January 1, 2002; and, (vii) JOHN

JAN 16 2015

FATHEREE of Hunt, Kerr County, Texas, who shall serve until January 1, 2001, unless all seven (7) initial Trustees resign prior to that time. In case of the resignation, death or incapacity to serve of any one (1) of the initial Trustees, the six (6) 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 SPRING OWNERS, INC. After January 1, 2001, or sooner if all seven (7) initial Trustees resign, the owners of lots in the subdivision will elect the Board of Trustees from the membership of CAVE SPRING OWNERS, INC.

CAVE SPRING OWNERS, INC., 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 tract, or parts thereof, may be pooled, merged and combined by said CAVE SPRING OWNERS, INC., into a single maintenance fund, to be expended by said CAVE SPRING OWNERS, INC., for the general

JAN 10 2001

common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

(o) 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, WALTER B. HAILEY, JR., his heirs, executors, and 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 herein 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 WALTER B. HAILEY, JR., 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 WALTER B. HAILEY, JR., of such bona fide offer of sale; and the terms and conditions thereof (enclosing a copy of the sales contract, if any) and the name and address of the prospective purchaser. Not later than the tenth (10th) calendar day after receipt of such written notification, WALTER B. HAILEY, JR., shall *either* (1) notify such owner and the prospective purchaser that he or his designee will purchase the lot or lots to be sold on the same terms and conditions as the offer received, and he shall tender to such owner an executed written contract of sale to be consummated on or before thirty days (30 days) after his tender, together with an escrow deposit in the same amount as previously tendered by the owner's prospective purchaser, *or* (2) WALTER B. HAILEY, JR., shall give written notification in recordable form to

such owner that he does not elect to purchase such lot or lots or part thereof or interest therein. In the event WALTER B. HAILEY, JR., shall fail to notify such owner either of his 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 WALTER B. HAILEY, JR., does not elect to purchase. WALTER B. HAILEY, JR.'s election not to purchase or his failure to notify, as the case may be, shall terminate his right of re-purchase as to this one (1) sale, unless, for any reason, the proposed sale between owner and his purchaser shall not be consummated, in which event WALTER B. HAILEY, JR.'s right to re-purchase shall again attach. The prior right of acquisition of WALTER B. HAILEY, JR., on identical terms and conditions shall apply to each and every sale regardless of whether or not WALTER B. HAILEY, JR., has on a previous sale elected not to purchase or has waived his 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 WALTER B. HAILEY, JR., shall be addressed to WALTER B. HAILEY, JR., Post Office Box 345, Hunt, Texas 78024, or to such other person and/or address as said WALTER B. HAILEY, JR., 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

JAN 16 2015

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 WALTER B. HAILEY, JR.

(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 WALTER B. HAILEY, JR., his heirs, executors, and assigns, and all persons claiming by, through and under him, and shall be effective until January 1, 2016, and shall automatically be extended thereafter for successive periods of ten years (10 years); provided, however, that the owners of a majority of the square-foot area of the residential lots in CAVE SPRING ADDITION, SECTION SEVEN, PHASE ONE, may change or terminate the same on January 1, 2016, or at the end of any successive ten-year (10-year) period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Kerr County, Texas, as appropriate instrument or agreement in writing for such purpose, at any time between January 1, 2011, and January 1, 2016, if the same are to be changed or terminated as of January 1, 2016, or during the last five (5) years of any successive ten-year (10-year) period if said restrictions, covenants and

JAN 16 2015

conditions are to be changed or terminated at the end of any such ten year (10-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, SECTION SEVEN, PHASE ONE, to institute and prosecute any proceeding at law or in equity, to abate, prevent or enjoin any such violation or attempted violation.

(r) All roads in CAVE SPRING ADDITION, SECTION SEVEN, PHASE ONE, are dedicated to the public; however, at the time of the filing of these restrictions, the County of Kerr, Texas, has not accepted maintenance of the roads in said SECTION SEVEN, 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 of said SECTION SEVEN, PHASE ONE.

(s) No firearms shall be discharged in CAVE SPRING ADDITION, SECTION SEVEN, PHASE ONE, Kerr County, Texas, except when used in defense of life or property.

EXECUTED this the 16 day of May, A.D. 2000.



WALTER B. HAILEY, JR.

JAN 16 2005

STATE OF TEXAS §
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COUNTY OF KERR §

This instrument was acknowledged before me on the 16th day of May, 2000; by WALTER B. HAILEY, JR.



Mary B. Phares
Notary Public, State of Texas

JAN 16 2005

AFTER RECORDING, RETURN TO:

✓ LAVERN D. HARRIS,
ATTORNEY AT LAW, P. C.
815 Jefferson Street, Suite C
Kerrville, TX 78028-4558

FILED FOR RECORD
at 3:03 o'clock P.M.

MAY 16 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Cheryl Simpson Deputy

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS) COUNTY OF KERR) I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

RECORD Real Property
VOL. 1065 PG 411
RECORDING DATE

MAY 17 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

MAY 17 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS