

CAVE SPRING 1

RESTRICTIONS

Volume 115, Page 1, and Volume 116, Page 289, Deed Records of Kerr County, Texas; Volume 881, Page 561, Real Property Records of Kerr County, Texas; Volume 1650, Page 86, Official Public Records of Kerr County, Texas; Global Release of Right of First Refusal dated August 15, 2011, and filed with the Kerr County Clerk on August 16, 2011 under Clerk's File No. 11-05168, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement and Right of Way to Texas Power & Light Company, dated May 25, 1936, recorded in Volume 59, Page 417, Deed Records of Kerr County, Texas.
- Easement to L.C.R.A., dated September 28, 1940, recorded in Volume 67, Page 45, Deed Records of Kerr County, Texas.
- Road way and water agreement easements as reserved in deed dated June 25, 1949, recorded in Volume 86, Page 283, Deed Records of Kerr County, Texas.
- Easement to L.C.R.A., dated September 11, 1950, recorded in Volume 1, Page 270, Easement Records of Kerr County, Texas.
- Easement and Right Of Way to L.C.R.A., dated February 17, 1955, recorded in Volume 2, Page 338, Easement Records of Kerr County, Texas.
- Easement to L.C.R.A., dated October 26, 1953, recorded in Volume 2, Page 548, Easement Records of Kerr County, Texas.
- Easement to L.C.R.A., dated June 2, 1959, recorded in Volume 3, Page 195, Easement Records of Kerr County, Texas.
- Easement and right of way to L.C.R.A. dated July 18, 1973, recorded in Volume 7, Page 744, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement to Hill Country Telephone Cooperative, Inc., dated March 11, 1977, recorded in Volume 15, Page 829, Easement Records of Kerr County, Texas.
- Easements per plat recorded in Volume {PR,"Number/Letter of Volume of the Plat",ST1,1}, Page {PR,"insert the page number of the plat",IN1,18}, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated {PR,"insert the date of the restrictions",DT2,18}, recorded in Volume {PR,"insert volume number of the restrictions",IN1,18}, Page {PR,"insert page number of the restrictions",IN1,18}, Deed Records of Kerr County, Texas.
- Building Set Back Lines as reserved in the Restrictions dated {PR,"insert date of restrictions",DT2,18}, recorded in Volume {PR,"insert volume number of restrictions",IN1,18}, Page {PR,"insert page number of restrictions",IN1,18}, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

115/1

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RESTRICTIONS
CAVE SPRING ADDITION
Section One

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 C. 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 those restrictions and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. N. 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

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 spirituous, 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

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, ponies 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.

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

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, 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. M. Colvin, of Hunt, Kerr County, Texas, Ellis B. Colvin, of Houston, Harris County, Texas, and H. M. Waltham, 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 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.

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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

(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.

(c) 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.

(r) 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.

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 _____)

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
ETHEL M. WENKER, County Clerk

By Marjorie L. Smith Deputy

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WITNESS our hands at Kerrville, Texas, this 21st day of September, A. D. 1963.

(Revenue Stamps \$11.00 Cancelled)
(9-21-63 BS)

~~/s/ Baker Smith~~
~~/t/ Baker Smith~~

~~/s/ Dean Smith~~
~~/t/ Dean Smith~~

THE STATE OF TEXAS I
COUNTY OF KERR I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Baker Smith and Dean Smith, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Dean Smith, wife of the said Baker Smith, having been examined by me privily ^{and} apart from her husband, and having the same fully explained to her, she, the said Dean Smith, acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 21st day of September, A.D. 1963.

Seal

~~B. Ashby
Notary Public in and for
Kerr County, Texas~~

Filed for record September 23, 1963 at 9:20 o'clock A. M.
Recorded September 25, 1963 at 2:15 o'clock P. M. (ms)
Volume 116, page 287
EMMIE M. MUENKER, County Clerk

By Walter W. Smith Deputy

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AMENDED RESTRICTIONS

STATE OF TEXAS I
COUNTY OF KERR I

WHEREAS, Cave Spring Development Co., a Texas corporation, has heretofore subdivided a certain 22.5 acre tract, more or less, 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 said Addition is known as Cave Spring Addition, Section One, the map or plat of said Addition being of record in Volume 2, page 98 of the Plat Records of Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes; and,

WHEREAS, by written instrument dated April 3, 1963, the said Cave Spring Development Co. has heretofore adopted and established certain reservations, restrictions, covenants and easements to apply uniformity to the use, occupancy and conveyance of all of the lots in Cave Spring Addition, Section One, which said reservations, restrictions, covenants and easements so adopted by said corporation on the 3rd day of April, 1963, are of record in Volume 115, page 1 of the Deed Records of Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes; and,

WHEREAS, Cave Spring Development Co. is now the owner of all of the lots in said Cave Spring Addition, Section One, SAVE AND EXCEPT only Lot No. 1 which was heretofore conveyed by said Cave Spring Development Co. to George E. Carter by deed dated June 18, 1963, of record in Volume 115, page 382 of the Deed Records of Kerr County, Texas, and Lot No. 10 which was heretofore conveyed by said Cave Spring Development Co. to Henry P. Burney, Jr. by deed dated April 27, 1963, of record in Volume 115, page 131, of the Deed Records of Kerr County, Texas; and,

WHEREAS, Cave Spring Development Co., George E. Carter and Henry P. Burney, Jr. are all of the owners in Cave Spring Addition Section One, there being no lien holder or any other person or persons having an interest in and to any of the lots comprising Cave Spring Addition, Section

One; and,

WHEREAS, said Cave Spring Development Co., George E. Carter and Henry P. Burney, Jr. desire to amend the reservations, restrictions, covenants and easements heretofore established for said Cave Spring Addition, Section One, by adding an additional reservation and restriction therein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE E. CARTER as the owner of Lot No. 1 of Cave Spring Addition, Section One, HENRY P. BURNEY, JR. as the owner of Lot No. 10, Cave Spring Addition, Section One, and CAVE SPRING DEVELOPMENT CO., as the owner of all other lots in said Cave Spring Addition, Section One, for the benefit of the present and future owners of the lots comprising Cave Spring Addition, Section One, do hereby adopt and establish the following reservation and restriction to apply uniformly to the conveyance of all 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 in said Cave Spring Addition, Section One, shall conclusively be held to have been executed, delivered and accepted with the following additional reservation and restriction regardless of whether or not said additional reservation and restriction be set out in full or by reference in said contract ordered, such reservation and restriction being as follows:

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 Cave Spring Development Co. 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 Cave Spring Development Co. 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 Cave Spring Development Co. 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 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 Owners' 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 Cave Spring Development Co. 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 Cave Spring Development Co. 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 Cave Spring Development Co. 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

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the terms of this covenant, subject to its provisions. All notifications 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 Cave Spring Development Co. shall be addressed to Ellis B. Colvin, President, Cave Spring Development Co., 5319 Briar Drive, Houston 27, Texas, or to such other address as said company may hereafter direct by written instrument filed for record in the Deed Records of Kerr County, Texas.

4. 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, a nominal 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 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 Cave Spring Development Co.

EXECUTED this 4 day of September, A. D. 1963.

Corporate Seal
ATTEST:
/s/ Glenn Petsch
Its Secretary

CAVE SPRING DEVELOPMENT CO.

/s/ Ellis B. Colvin
Its President

/s/ George E. Carter
/t/ George E. Carter

/s/ Henry P. Burney, Jr.
/t/ Henry P. Burney, Jr.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

291 BEFORE ME, the undersigned authority, in and for Harris County, Texas, on this day personally appeared Ellis B. Colvin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Cave Spring Development Co. and as the President thereof, and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of September, A.D. 1963.

5. Seal

J. C. Gilbert
Notary Public, Harris County, Texas

THE STATE OF OHIO I
COUNTY OF CUYAHOGA I

BEFORE ME, the undersigned authority, a Notary Public in and for Cuyahoga County, Ohio, on this day personally appeared George E. Carter, 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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of September, A. D. 1963.

Seal

R. T. Holman
Notary Public, Cuyahoga County, Ohio
My Commission Expires Jan. 23, 1967

THE STATE OF TEXAS I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, a Notary Public in and for Bexar County, Texas, on

CAVE SPRING ADDITION, SECTION ONE
AMENDMENT TO RESTRICTION

STATE OF TEXAS §
 COUNTY OF KERR §

On the 6th day of February, 1995, a meeting of the Cave Springs Owners Association, Inc. was held beginning at 8:00 o'clock p.m. at the Hunt School in Kerr County, Texas, at which time a majority of the property owners in Cave Spring Addition, Section One was present in person or by proxy. After Motion duly made, seconded and carried, authorization was given for Counsel to prepare an amendment to all recorded Deed Restrictions for the Cave Spring Subdivision to include in such restrictions, the following restriction:

"No firearms shall be discharged within the boundaries of said land known as Canyon Springs Ranch Estates except when used in defense of life or property."

Accordingly, the Restrictions for Cave Spring Addition, Section One as recorded in Vol. 115, Page 1 of the Deed records of Kerr County, Texas are amended by the addition of a paragraph (s) as follows:

(s) No firearms shall be discharged in Cave Spring Addition, Section One, Kerr County, Texas, except when used in defense of life or property."

Such shall become effective on January 1, 1998. All other recorded Restrictions for said Section One remain in full force and effect except as specifically amended hereby.

Executed this the 27th day of December, 1996.

Cave Springs Owners Association, Inc.

By: Steve Anderson
 Steve Anderson, President

Attest:

Jane A. Winger
 Secretary

FILED FOR RECORD
 at 2:45 o'clock 1 M

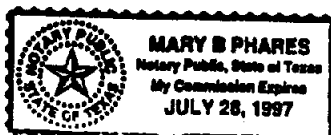
DEC 30 1996

PAULINE DYE
 Clerk County Court, Kerr County, Texas
Pauline Dye

STATE OF TEXAS §
 COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Anderson, President of Cave Springs Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument 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 this the 27th day of December, 1996.



Mary B Phares
 Notary Public, State of Texas

Return:
 Danny Edwards
 P.O. Box 379
 Hunt, Texas 78026

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

DEC 31 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 881 pg 561

RECORDING DATE

DEC 31 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

011213

VOL. 1650 PAGE 0086

CAVE SPRINGS ADDITION, SECTION ONE
AMENDMENT TO RESTRICTITONS

WHEREAS, Cave Springs Development Co. caused to be filed a certain document entitled Restrictions Cave Spring Addition, Section One dated April 3, 1963 and is recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas. Cave Springs Development Co. further caused to be filed a certain document entitled Amended Restrictions, dated September 4, 1963 and recorded in Volume 116, Page 289 of the Deed Records of Kerr County, Texas. Cave Springs Owners Association, Inc. did cause to be filed a certain document entitled Cave Spring Addition, Section One, Amendment to Restriction, dated December 27, 1996 and recorded in Volume 881, Page 561 of the Real Property Records of Kerr County, Texas.

WHEREAS, upon the written approved by the owners of a majority of the square foot area of the residential lots within Cave Spring Addition in accordance with Section (o) of the Restrictions for Cave Springs Addition, Section One as recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas, Cave Springs Owners Association, Inc., by Corporate Resolution, authorized the following Amendments to Cave Spring Addition, Section One.

NOW THEREFORE, the following provisions of the Restrictions are hereby amended as follows:

1. Section (c) Restrictions for Cave Springs Addition, Section One as recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas is amended to read as follows:

"(c) Unless otherwise approved by the Architectural Control Committee, no building shall be located neared than thirty (30) feet to the front line and no building shall be located on any residential building plot nearer than then (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 stable which shall be located at least ten (10) feet from 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."

2. Section (g) Restrictions for Cave Springs Addition, Section One as recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas is amended to read as follows:

"(g) No residential structure shall be placed on any lot unless it has at least 1,800 square feet of heated living area, exclusive of open porches and garages with no less than 1,100 square feet of heated living area on the ground floor of a dwelling of more than one story. All primary residences constructed in this Section shall contain a two car garage.

(3)

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The garage may be either closed in or open. All open carports and garages must match the architectural style of the residence."

3. Section (h) Restrictions for Cave Springs Addition, Section One as recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas is amended to read as follows:

"(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 with Hardiboard and similar wood substitutes covering no more than forty-nine percent (49%) of the exterior walls, but the Architectural Control Committee, as outlines 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. All new roofing materials must meet or exceed Class B Underwriter's Laboratory fire prevention standards. Composite shingles may be used on all structures. The composite shingles must be UL Class B or higher.


4. Section (o) Restrictions for Cave Springs Addition, Section One as recorded in Volume 115, Page 1 of the Deed Records of Kerr County, Texas is amended to read as follows:

"(o) The foregoing restrictions, covenants, and conditions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Cave Springs Development Co., its successors and assigns, and all persons claiming by, through and under it, and shall be effective, until January 1, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that a vote of two thirds of the entire membership of owners of the residential lots in Cave Springs Addition Section One, may change or terminate the same 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."

Such shall become effective on January 1, 2008. All other recorded Restrictions for said Section One remain in full force and effect except as specifically amended hereby. In the event of conflict between the terms, conditions and provisions of this Amendment and Restrictions or Previous Amendments to the Restrictions, the terms, conditions and provisions of this Second Amendment shall control.

Executed this the 19 day of December, 2007.

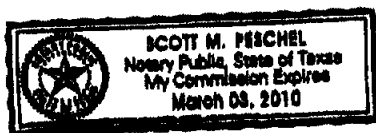
Cave Springs Owners Association, Inc.


Brooks William Booker III, President

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THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 19th day of December, 2007 by Brooks William Booker III, President of Cave Springs Owners Association, Inc., on behalf of said corporation.




Notary Public, State of Texas

Filed By and Return To:
Scott M. Peschel ✓
820 Main St., Suite 100
Kerrville, Texas 78028

FILED FOR RECORD
at 4:35 o'clock.....1 M

DEC 19 2007

JANNETT PIEPER
Clark County Court, Kerr County, Texas
Deputy


Provisions herein which respect 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 herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

DEC 20 2007




COUNTY CLERK, KERR COUNTY, TEXAS

11-05168

Global Release of Right of First Refusal

Date: August 15, 2011

Holder: Barbara D. Hailey, Successor Independent Administrator of the Estate of Walter B. Hailey, Jr., successor-in-interest to Canyon Springs Ranch, Inc. (formerly known as Cave Springs Development Co.), a dissolved Texas corporation

Holder's Mailing Address: P.O. Box 345, Hunt, Kerr County, Texas 78024


Rights of First Refusal as Described in the Following Documents:

1. Restrictions Cave Spring Addition Section One, recorded in Volume 115, Page 1, and subsequently amended in the Amended Restrictions, recorded in Volume 116, Page 289, Deed Records of Kerr County, Texas.
2. Restrictions Section Two, recorded in Volume 118, Page 144, Deed Records of Kerr County, Texas.
3. Restrictions Section Three, recorded in Volume 168, Page 37, Deed Records of Kerr County, Texas.
4. Restrictions for Cave Spring Addition Section Four, recorded in Volume 214, Page 121, and in the Corrected Restrictions Section Four, recorded in Volume 224, Page 705, Deed Records of Kerr County, Texas.
5. Restrictions Cave Spring Addition Section Five Phase One, recorded in Volume 281, Page 518, Deed Records of Kerr County, Texas.
6. Restrictions Cave Spring Addition Section Five Phase 2, recorded in Volume 335, Page 289, Deed Records of Kerr County, Texas.
7. Restrictions Cave Spring Addition Section Six, recorded in Volume 265, Page 349, Deed Records of Kerr County, Texas.

Holder is the owner and holder of the Rights of First Refusal described above. Holder releases the Rights of First Refusal described in the various Restrictions (as amended) on all lots in the Cave Spring Addition, Sections One through Six.

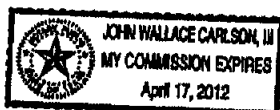
When the context requires, singular nouns and pronouns include the plural.

Executed as of the date first set forth above.


Barbara D. Hailey, Successor Independent
Administrator of the Estate of Walter B. Hailey, Jr.,
successor-in-interest to Canyon Springs Ranch, Inc.
(formerly known as Cave Springs Development Co.),
a dissolved Texas corporation

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on this 15th day of August, 2011, by
Barbara D. Hailey, Successor Independent Administrator of the Estate of Walter B. Hailey, Jr.,
successor-in-interest to Canyon Springs Ranch, Inc. (formerly known as Cave Springs Development
Co.), a dissolved Texas corporation.



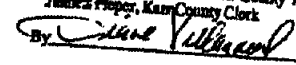

Notary Public, State of Texas

✓ After recording return to:
John W. Carlson, P.C.
Attorney at Law
260 Thompson Drive, Suite 7
Kerrville, Texas 78028

FILED AND RECORDED
At 2:55 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



AUG 16 2011

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein by me and was
recorded in the Official Public Records of Kerr County Texas
Jesse P. Papp, Kerr County Clerk
By  Deputy