

from her husband, and, having the same fully explained to her, she, the said Anita Vargas 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 17th day of April, A.D. 1964.

Seal

Jo Burleson  
Notary Public, Kerr County, Texas  
My Commission Expires June 1, 1965

Filed for record April 17, 1964 at 4:30 o'clock P. M.  
Recorded April 21, 1964 at 12:05 o'clock P. M. (1k)  
Volume 118, page 143  
EMMIE M. MÜENKER, County Clerk

By [Signature], Deputy

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RESTRICTIONS  
SECTION TWO

118144

THE STATE OF TEXAS |

COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: That CAVE SPRING DEVELOPMENT CO., a Texas corporation, being the owner of a certain tract of land out of the G. C. & S. F. Ry. Co. (John W. Snider, Assignee) Survey No. 1577, Kerr County, Texas, and the Cyrus Davis Survey No. 678, Kerr County, Texas, which has heretofore been platted and subdivided into that certain subdivision known as CAVE SPRING ADDITION, SECTION TWO, according to the plat of said subdivision recorded in Volume 3, Page 2, 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 TWO, for the benefit of the present and future owners of said lots, (the Cave Spring Development Co. together, with the undersigned Cave Spring Water Supply Corporation and the undersigned E. E. Rhoads, are all of the owners of the lands included in said Cave Spring Addition, Section Two) 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 TWO, 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 TWO, 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 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.

(b) No building shall be erected, placed, or altered on any building plot in this sub-

division until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, quality of workmanship and materials, conformity with these restrictions and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. W. Colvin, of Hunt, Kerr County, Texas, Ellis B. Colvin, of Houston, Harris County, Texas, and H. M. Waltemath of Houston, Harris County, Texas, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and <sup>location</sup> 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 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 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, brick veneer, stone, stone veneer, concrete or other masonry type construction, but the Architectural Control Committee, as outlined in Paragraph (b) above, shall have the power to

waive the masonry requirement so as to allow the erection of a residence of all wood panel walls. No residence shall have a roof of composition shingles.

(i) No spiritous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any of the said sites.

(j) No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

(k) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas /<sup>shall</sup> be erected, maintained, or permitted upon any lot.

(l) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot.

(m) The raising or keeping of hogs, cattle, sheep, goats or other livestock on any part of the subdivision is prohibited. Notwithstanding the foregoing, the raising and keeping of dogs, cats and the usual household pets is permitted in this subdivision and the raising and keeping of horses is permitted in this subdivision if the same are maintained behind the residential dwelling which is situated on the lot. The raising, keeping or selling of animals for commercial purposes on any lot in this subdivision is strictly prohibited.

-3-

(n) MAINTENANCE FUND.

All of the lots in Cave Spring Addition, Section Two, 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, 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 Two 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 policeman and/or watchmen; providing and maintaining recreational facilities and recreational / <sup>areas</sup> either within or without this Section Two 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 -4- 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 leading institution or agency.

Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 1, 1988, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten (10) year term the owners of the majority of the square foot area of the lots or property subject to such charge elect to discontinue such charges, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for record in the office of the County Clerk of Kerr County, Texas.

The Cave Spring Owners Committee shall be comprised of owners ----- of lots in the subdivision designated as Cave Spring Addition. Each lot owner in the subdivision shall be entitled to one vote at any meeting of the members. The Committee shall act through a Board of Trustees comprised of three (3) persons, who shall be either the owners of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision. The initial Board of Trustees shall be composed of J. W. Colvin, of Hunt, Kerr County, Texas, Ellis B. Colvin, of Houston, Harris County, Texas, and H. M. Waltemath, of Houston, Harris County, Texas, who shall serve until January 1, 1965, unless all three (3) initial Trustees resign prior to that time. In case of the resignation, death or incapacity to serve of any one of said initial Trustees, the two remaining Trustees may appoint a Substitute Trustee to serve the remainder of said period. No Trustee hereunder shall be required to furnish bond for any purpose, unless required by the majority vote of the Cave Spring Owners Committee. After January 1, 1965, or sooner if all three initial 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 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 <sup>areas</sup> paying into such maintenance fund in accordance with the purposes thereof.

-5-

(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 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 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 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 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 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 person and/or address as said company may hereafter direct by written instrument filed for record in the Deed Records of Kerr County, Texas.

-6- 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 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 Cave Spring Development Co.

(p) 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 be effective, until January 1, 1988, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the residential lots in Cave Spring Addition may change or terminate the same on January 1, 1988, or at the end of any successive ten year period thereafter, by executing acknowledging and filing for record in the office of the County Clerk of Kerr County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 1, 1983 and January 1, 1988, if the same are to be changed or terminated as of January 1, 1988, or during the last five (5) years of any successive ten year (10) period if said restrictions, covenants and conditions are to be changed or terminated at the end of any such ten year period.

(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) Cave Spring Development Co., the subdividing corporation, has heretofore platted and developed an adjoining tract of land known as Cave Spring Addition, Section One, the plat of said Cave Spring Addition Section One being of record in Volume 2 at page 98 of the Plat Records of Kerr County, Texas, to which plat and the record thereof reference is here made for all purposes, and has further adopted certain restrictions, covenants and conditions to apply uniformly in said Cave Spring Addition Section One, which said restrictions, covenants and conditions are of record in Volume 115 at page 1 and In Volume 116 at page 289 of the Deed Records of Kerr County, Texas, to which instruments and their records reference is here made for all purposes. The property owners of this Section Two are expressly authorized and empowered to enforce the restrictions, covenants and conditions of said Cave Spring Addition Section One. In the event that additional sections of Cave Spring Addition are developed and platted, the property owners of this Section Two are expressly authorized and empowered to enforce the restrictions, covenants and conditions on any such additional section or sections 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 Two.

(s) Cave Spring Development Co., the subdividing corporation, has caused its officers to organize a private water corporation, pursuant to Article 1434 (a), 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 Cave Spring Development Co. 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 9th day of April, A. D. 1964.

Corporate Seal  
ATTEST:  
  
/s/ Glenn Petsch  
Asst Secretary

CAVE SPRING DEVELOPMENT CO.  
By /s/ Ellis B. Colvin  
/t/ Ellis B. Colvin, President

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

CAVE SPRING WATER SUPPLY CORPORATION  
By: /s/ Ellis B. Colvin  
/t/ Ellis B. Colvin, President  
  
/s/ E. E. Rhoads  
/t/ E. E. Rhoads  
  
/s/ Pauline Rhoads  
/t/ Pauline Rhoads

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

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 9th day of April, A. D. 1964.

Seal

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

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

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 Water Supply Corporation 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 9th day of April, A. D. 1964.

Seal

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

THE STATE OF TEXAS |  
COUNTY OF KERR |

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared E. E. Rhoads, 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 13th day of April, A. D. 1964.

Seal

Margaret Blume  
Notary Public, Kerr County, Texas

THE STATE OF TEXAS |  
COUNTY OF KERR |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Pauline Rhoads, wife of E. E. Rhoads, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Pauline Rhoads, 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 13th day of April, a. D. 1964.

Seal

Margaret Blume  
Notary Public, Kerr County, Texas

-9-

Filed for record April 20, 1964 at 11:30 o'clock A. M.  
Recorded April 21, 1964 at 3:45 o'clock P. M. (lk)  
Volume 118, page 144  
EMMIE M. MUENKER, County Clerk

By \_\_\_\_\_, Deputy

0-0-0-0-0-0-0

WARRANTY DEED

THE STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR |

That we, R. L. SABINS and wife, MAVIS SABINS, of the County of Kerr, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and vaulable consideration to us in hand paid by W. F. WOOLDRIDGE, the receipt of which is hereby acknowledged and confessed and for which no lien, express or implied, does or shall exist, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said W. F. WOOLDRIDGE, of the County of Kerr, State of Texas, all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 4.55 acres of land, being approximately 0.95 acre out of Original Survey No. 685, Henry Kuckuck, Abstract No. 222, Patent No. 489, Volume 43, dated July 3, 1876, and approximately 3.60 acres of land out of Original Survey No. 1, B.S. & F. Certificate No. 67, patented to W. M. Eager by Patent No. 360, Volume 33, dated December 14, 1881, and the herein 4.55 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake in a fence previously set for the Northeast corner of that 25.16 acre tract which was conveyed by R. L. Sabins to W. F. Wooldridge by deed dated May 19, 1962 and recorded in Volume 112 at page 386 of the Deed Records of Kerr County, Texas, for the North corner of this tract, said corner being located approximately 3160 feet North and 10 feet West from a rock mound and iron stake marking the Southwest corner of aforesaid B.S. & F. Survey No. 1; THENCE South 46° 57' East 543.7 feet to an iron stake on a high hill; THENCE South 31° 58' East 97.3 feet to an iron stake located 47.3 feet Easterly from an existing television antenna; THENCE South 47° 45' West 84.6 feet to an iron stake; THENCE South 44° 32' West 224.2 feet to an iron stake; THENCE South 56° 50' West 129 feet to an iron stake; THENCE South 47° 45' West 123 feet to an iron stake; THENCE South 58° 42' West 280 feet to an iron stake at an existing angle in the East line of the aforesaid 25.16 acre tract; THENCE with the East side of the aforesaid 25.16 acre tract North 4° 15' East 133.3 feet to an iron stake, North 46° 15' East 99.3 feet to an iron stake, North 38° 14' East 218.5 feet to an iron stake, North 29° 09' East 145.7 feet to an iron stake, and North 15° 05' East 161.4 feet to the place of beginning.



TO OTHER PROPERTY

THE STATE OF TEXAS § 2.96 VOL 131 PAGE 711  
THE COUNTY OF KERR §

WHEREAS, Cave Spring Development Co., a corporation, filed for record a plat entitled "Plat of Cave Spring Addition Section Two", which said plat was approved by the Commissioners Court of Kerr County, Texas, on the 20th day of April, 1964, and the same was filed for record on the 21st day of April, 1964, at 3 o'clock P. M. and recorded on the 21st day of April, 1964, at 3:15 o'clock P. M. in Volume 3, at page 2 of the Plat Records of Kerr County, Texas; and,

WHEREAS, on April 20, 1964, the Cave Spring Development Co., and Cave Spring Water Supply Corporation, and E. E. Rhoads, et ux, prepared and filed for record certain reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in the said Cave Spring Addition Section Two, the same being recorded in Volume 118, at page 144 of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for a full and complete wording of the terms of said instrument, and the same is here incorporated by reference as fully as though written herein; and,

WHEREAS, J. W. Colvin, et ux, conveyed 0.64 acre of land out of Survey No. 1577, G. C. & S. F. R.R. Co., in Kerr County, Texas, to J. W. Colvin, Jr., by deed dated June 24, 1952, the same being recorded in Volume 93, at page 97 of the Deed Records of Kerr County, Texas, to which said deed and its record reference is here made for all material purposes and a perfect description of said lands; and,

WHEREAS, J. W. Colvin, et ux, conveyed 0.78 acre of land

out of Survey No. 1577, G. C. & S. F. R.R. Co., in Kerr County, Texas, to J. H. Benson and wife, Adele Benson, by deed dated February 28, 1953, the same being recorded in Volume 94, page 396 of the Deed Records of Kerr County, Texas, to which said deed and its record reference is here made for all material purposes and a perfect description of said lands; and,

WHEREAS, J. W. Colvin, et ux, conveyed 0.27 acre of land out of Survey No. 1577, G. C. & S. F. R.R. Co., in Kerr County, Texas, to J. W. Colvin, Jr., by deed dated March 24, 1953, the same being recorded in Volume 94, at page 422 of the Deed Records of Kerr County, Texas, to which said deed and its record reference is here made for all material purposes and a perfect description of said lands; and,

WHEREAS, J. W. Colvin, Sr., et ux, conveyed 0.645 acre of land out of Survey No. 1577, G. C. & S. F. R.R. Co., in Kerr County, Texas, to Ellis B. Colvin, by deed dated September 5, 1965, the same being recorded in Volume 122, page 264 of the Deed Records of Kerr County, Texas, to which said deed and its record reference is here made for all material purposes and a perfect description of said lands; and,

WHEREAS, J. W. Colvin, Sr., et ux, conveyed 0.65 acre of land out of Survey No. 1577, G. C. & S. F. R.R. Co., in Kerr County, Texas, to Andrew M. Colvin, by deed dated September 5, 1965, the same being recorded in Volume 122, page 272 of the Deed Records of Kerr County, Texas, to which said deed and its record reference is here made for all material purposes and a perfect description of said lands; and,

WHEREAS, the five (5) tracts of land hereinabove referred to are in the very near proximity of the Cave Spring Addition Section

Two; and,

WHEREAS, the undersigned, being all of the owners of the five (5) parcels of real property hereinabove referred to, do desire to adopt the reservations, restrictions, covenants and easements contained in the instrument recorded in Volume 118, at page 144 of the Deed Records of Kerr County, Texas, as reservations, restrictions, covenants and easements to their respective properties hereinabove referred to;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being the respective owners of the five (5) parcels of real estate hereinabove referred to, do by these presents declare that we have adopted, and do hereby adopt and establish all of the reservations, restrictions, covenants and easements of the Cave Spring Development Co. Section Two Subdivision which are fully set forth in an instrument of record in Volume 118, page 144 of the Deed Records of Kerr County, Texas, said instrument being dated April 20, 1964, and executed by Cave Spring Development Co., Cave Spring Water Supply Corporation, and E. E. Rhoads, et ux, and said instrument is made a part of this instrument by reference as fully as though the same were written herein verbatim. And each of the undersigned property owners does hereby declare for himself that from the date of this instrument forward that such reservations, restrictions, covenants and easements shall apply to his tract or parcel of land hereinabove referred to as fully and completely as though such tract or parcel of land had been conveyed to him out of the Cave Spring Development Co.

Section Two Subdivision subsequent to the filing and recording of such restrictions.

WITNESS our hands this 18<sup>th</sup> day of JAN. A. D. 1968.

J. W. Colvin, Jr.  
J. W. COLVIN, JR.  
Elaide L. Colvin  
ELAIDE L. COLVIN  
Adele Benson  
Adele Benson  
Ellis B. Colvin  
ELLIS B. COLVIN  
Amy J. Colvin  
AMY J. COLVIN  
Andrew M. Colvin  
ANDREW M. COLVIN  
Beryl M. Colvin  
BERYL M. COLVIN

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared J. W. COLVIN, JR. and ELAINE L. COLVIN, 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 Elaine L. Colvin, wife of the said J. W. Colvin, Jr., having been examined by me privily and apart from her husband, and having been examined by me explained to her, she, the said Elaine E. Colvin acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, A. D. 1968.

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



THE STATE OF TEXAS  
COUNTY OF KERR

VOL. 131 PAGE 715

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared J. H. BENSON and ADELE BENSON, 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 Adele Benson, wife of the J. H. Benson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Adele Benson 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 18th day of February, A. D. 1968.

*Walter J. Stettin*  
Notary Public, Kerr County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared ELLIS B. COLVIN and AMY J. COLVIN, 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 Amy J. Colvin, wife of the said Ellis B. Colvin, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Amy J. Colvin 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 January, A. D. 1968.

*Robert J. Gilbert*  
Notary Public, Harris County, Texas



THE STATE OF TEXAS  
COUNTY OF KERR

VOL. 131 PAGE 716

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared ANDREW M. COLVIN and BERYL M. COLVIN, 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 Beryl M. Colvin, wife of the said Andrew M. Colvin, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Beryl M. Colvin 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 22nd day of February, A. D. 1968.

*Paul Stone*  
Notary Public, Kerr County, Texas

FILED FOR RECORD

FEB 1 1968

*Charles M. Mendenhall*  
Notary Public, Kerr County, Texas

Recorded February 5, 1968  
EMILIE M. MOENNER, County Clerk

By \_\_\_\_\_ Deputy

9702

CAVE SPRING ADDITION, SECTION TWO  
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 6:00 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 Two 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 Two as recorded in Vol. 118, Page 144 of the Deed records of Kerr County, Texas are amended by the addition of a paragraph (t) as follows:

(t) No firearms shall be discharged in Cave Spring Addition, Section Two, 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 Two remain in full force and effect except as specifically amended hereby.

Executed this the 27<sup>th</sup> day of December, 1996.

Cave Springs Owners Association, Inc.

By: Steve Anderson  
Steve Anderson, President

Attest:

Janice A. Wininger  
Secretary

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

DEC 30 1996

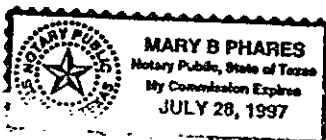
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
Patricia Dye Deputy

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 by hand and seal of office this the 27<sup>th</sup> day of December, 1996.

Mary B. Phares  
Notary Public, State of Texas



Return: Danny Edwards

VOL 0881 PAGE 564

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 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

DEC 31 1996



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*  
VOL *881* FB *563*

RECORDING DATE

DEC 31 1996



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY