

BUILDING RESTRICTIONS AND RESERVATIONS
TWIN BLUFFS
W. J. GEBHARD, JR. AND C. M. MURPHY, JR., Owners, TO
THE PUBLIC

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS ()

THAT WE, W. J. GEBHARD, JR., and C. M. MURPHY, JR., of Harris
County, Texas, owners and developers of the following described property lying
partly in Hays County and partly in Comal County, Texas, to-wit:

IN COMAL COUNTY:

9.78 acres, part of the Wm. M. Carper Survey No. 14

4.50 acres, part of the Joseph D. Rice Survey No. 10

IN HAYS COUNTY:

20.42 acres, part of the Wm. M. Carper Survey No. 14

68.67 acres, part of the Joseph D. Rice Survey No. 10

BEGINNING at a point in the middle of the Blanco River located for the North corner of a 45.5 acre tract conveyed by Herman Sachtleben et al to Albert Sachtleben by deed dated October 9, 1964, and recorded in Volume 203, Pages 280-282 of the Hays County Deed Records and for the East corner of this tract;

THENCE, with the Northwest line of said Albert Sachtleben 45.5 acre tract, S. 26° 08' W., at 38 feet passing an iron stake on river bank, in all a distance of 1383.3 feet to a stake in the Northwest line of a third class county road; same being also the Northernmost Northeast corner of a 27.69 acre tract, a part of the Pauline Sachtleben Estate;

THENCE, with the Northwest line of said county road S. 79° 00' W. 112 feet to a stake;

THENCE, N. 44° 30' W. 415 feet to a stake located approximately in county line;

THENCE, S. 85° 13' W. 496.5 feet to a fence corner, same being the Northwest corner of said 27.69 acre tract;

THENCE, with fence, N. 89° 13' W. 674.3 feet to a corner post;

THENCE, with fence, N. 11° 30' W. 239.4 feet to a post; and N. 16° 40' E., at 726.4 feet passing county line marker and crossing county line from Comal County into Hays County, in all a distance of 993.4 feet to a post; and N. 35° 18' W. 469 feet to a stake;

THENCE, S. 75° 20' W. 77 feet; N. 50° 49' W. 68.2 feet; N. 8° 20' W. 131.1 feet and N. 13° 39' W. 170 feet; N. 27° 43' E. 48 feet; and N. 35° 00' E. at 85.3 feet passing stake on the South bank of the Blanco River, in all a distance of 181 feet to a point in the middle of said river;

THENCE, down the middle of said Blanco River with its meanders N. 79° 40' E. 95.4 feet; N. 36° 50' E. 545.7 feet; N. 48° 40' E. 228 feet; N. 84° 25' E. 209.4 feet; S. 55° 20' E. 376 feet; S. 35° 23' E. 130.8 feet; S. 52° 04' E. 217 feet; S. 44° 56' E. 284 feet; S. 41° 03' E. 287

feet; S. 36° 19' E. 278.7 feet; S. 44° 17' E. 124.3 feet; S. 26° 59' E. 364.4 feet; S. 18° 14' E. 71.2 feet; and S. 34° 48' E. 154 feet to the place of beginning containing 103.37 acres, according to a survey made on the ground July 14 and 22, 1964, and March 5, 1965, by A. M. Moellering, Registered Public Surveyor No. 1260.

in consideration of the premises, for themselves, their successors and assigns, and for their future grantees, hereby agree, acknowledge and declare that the restrictions, reservations and/or perpetual easements hereinafter set forth are to be binding on us, our heirs and assigns, executors and administrators, insofar as the same affects our property as herein provided, designated by and as TWIN BLUFFS, a subdivision lying partly in Hays County and partly in Comal County, Texas, according to an unrecorded map or plat thereof prepared from an actual survey made on the ground by A. M. MOELLERING, Registered Public Surveyor No. 1260, from November, 1965, to March, 1966, to which said plat reference is here made and incorporated herein for all purposes; provided, however, that the said restrictions relate solely to

Tracts on said plat numbered One (1) to and including Thirty (30) and none other, and that the reservations and/or perpetual easements shall be and are appurtenant to each and every part of said TWIN BLUFFS Subdivision for the free and uninterrupted use and benefit for and in favor of the present and future owners within said Subdivision.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Tracts One (1) through and including Thirty (30) the following covenants, reservations, restrictions and building requirements for said property are hereby established and shall be referred to, adopted and made a part of each contract and/or deed executed by or in behalf of the undersigned and others conveying said property or any part thereof either by the recording hereof in the records of the County Clerks of Comal and Hays County, Texas, or by reference to these restrictions and reservations making the same a part of such contract or deed for all intents and purposes as though fully copied therein; and said restrictions shall be and they are hereby imposed for the benefit of each and every such tract, and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated. If any of these restrictions or reservations shall be held unconstitutional, invalid or for any reason not enforceable by judgment or court order, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

I.

Each and every one of these covenants are to run with said land and be binding on all parties hereto and persons claiming under them until January 1, 1986, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners casting a majority vote, it is agreed to change said covenants in whole or in part.

II.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, reservations and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in TWIN BLUFFS Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

III.

Tracts numbered One (1) to and including Thirty (30) shall be used for

residence purposes only, and no business, professional or commercial use shall be subordinate to the use of the premises as a residence. It is further expressly provided that no activity shall be carried upon any of said tracts which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be interpreted to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. No structure shall be erected, placed, altered or permitted to remain on any of said tracts other than a one-story, one and one-half story, two story or split level dwelling and a garage, provided, however, that no garage or servants' quarters, storage room or utility room shall be constructed on said tracts until after or coincidental with the building of a dwelling thereon and except as herein provided.

IV.

For the purposes of maintaining property values on said tracts in TWIN BLUFFS a Control Committee shall be formed, hereinafter referred to as "CONTROL COMMITTEE", which committee shall consist of four (4) members, at least one of whom shall be one of the initial owners and developers of TWIN BLUFFS until all said tracts have been sold by said developers and initial owners, the other three (3) members being chosen by the property owners once every three (3) years. Such committee's authority or jurisdiction shall extend to tracts numbered 1 - 30 together with park areas, roadways and foot paths, inclusive, except insofar as may be necessary to receive the annual maintenance charge hereafter set, established and provided. It is expressly provided that the initial CONTROL COMMITTEE shall be composed of the owners and developers of TWIN BLUFFS. After ten (10) tracts have been sold, an election shall be held by the then property owners to elect three (3) members to the CONTROL COMMITTEE. No building or other improvements shall be erected or constructed upon any building site until the building plans and specifications shall have been approved by such committee, provided, however, approval or disapproval of such specifications shall not be construed or in any way interpreted to be or shall constitute a waiver of any restrictions herein. It shall be the duty of such committee to administer the TWIN BLUFFS' MAINTENANCE FUND, hereinafter created, and to expend monies collected for any and all of the following purposes:

1. Maintain and repair road easements common to all property owners;
2. Constructing, improving and maintaining recreational facilities;
3. Maintaining and improving parks, river front easements and other designated areas of common use;

4. Payment of legal and all other expenses in connection with the enforcement of all recorded or unrecorded covenants and restrictions, and conditions affecting said property to which the annual maintenance charge applies.

Said committee shall not be entitled to any compensation for services performed pursuant to this provision. Said committee's judgment so long as such judgment is expressed in good faith as to the expenditures of funds and enforcement of these covenants shall be final and conclusive. The CONTROL COMMITTEE shall exist perpetually except that its members shall be elected as herein provided and function as provided in these Restrictions.

V.

There is hereby imposed on each such tract an annual maintenance charge in a sum not to exceed \$100.00 for the purpose of creating a fund to be known as the TWIN BLUFFS' MAINTENANCE FUND to cover the expenses of maintenance as herein set forth. Such annual maintenance charge is to be paid annually on the first day of January of each year in advance, commencing January 1, 1968, and it is agreed that the same is and shall constitute a lien upon each such tracts in favor of said TWIN BLUFFS' MAINTENANCE FUND. Such annual charge may be adjusted from year to year by the CONTROL COMMITTEE as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$100.00 per building site. C. M. MURPHY, JR., and W. J. GEBHARD, JR., agree to pay their proper proportion of said fund for the unsold tracts fully developed as saleable building sites owned by them in said TWIN BLUFFS Subdivision.

VI.

All numbered tracts in the subdivision shall be known and described as residential sites. No structure shall be erected or permitted to remain on any such site other than:

- A. A single family dwelling containing at least 1200 square feet of living area, with at least 50% of the outside perimeter walls constructed of masonry facing; and/or a single family dwelling containing 1500 square feet of living area with no outside perimeter walls of masonry facing;
- B. A roofed, screened-in porch may be counted as 1/2 of 1 square foot in computing minimum footage requirements;
- C. A split-level dwelling may be counted as all on one floor;
- D. A two-story dwelling must have at least 2/3rds of the minimum footage (1200) on the ground floor excluding screened porches;
- E. A detached or semi-detached garage or car port, built of similar materials and of the same architectural style as the main house;
- F. A detached or semi-detached general purpose tool storage, utility or pump house, built of similar materials and style of the main house;

G. A guest house only on tracts 1 - 19 with expressed approval for the same in writing by CONTROL COMMITTEE. Such house shall be no less than 2/3rds the minimum footage herein provided for a single family dwelling, shall be constructed of the same materials, and shall be placed upon such tract at least 350 feet from the bluff line, or front building line;

H. House trailers, tents or movable buildings are expressly forbidden as permanent improvements, as are buildings constructed elsewhere and moved to a site in TWIN BLUFFS. Length of time trailers, etc., might be permitted to remain is left to the judgment of the committee, with the thought in mind that 30 minutes is too long if there are permanent improvements erected by another tract owner within sight.

I. No building or other improvements shall be erected, placed or altered or constructed on any tract in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing by the CONTROL COMMITTEE. Building lines shall be set as follows:

1. Front line--no more than 15 feet outward from or overhanging bluff;
2. Side lines--only one main family dwelling may be built for every one-hundred feet of bluff frontage on a plane parallel to said bluff frontage; and no structure shall be built closer than 15 feet to either side of tract boundary line.
3. Back line--no structure shall be built or placed closer than 50 feet to the edge of road right-of-way.

VII.

All grease and sewage disposals shall be so constructed as to dispose of such waste material through properly engineered grease traps, septic tanks, and field lines acceptable to the respective County Engineers, and it is strictly forbidden to dispose of sewage in any other manner.

VIII.

No owner shall dump trash, cans or garbage on any tract, easement, park or near and around said subdivision. And each owner will maintain each tract owned by him in a clean and sightly condition.

IX.

Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the flow of water without backwater, and shall be approved as to size by the County Engineer.

X.

No poultry, sheep or goats shall be kept on said residential tracts. Horses may be stabled or pastured as long as they are kept at least 350 feet away from a dwelling on any and all building sites. Erection of stables shall only be made with written approval of CONTROL COMMITTEE and shall be of the similar material and of the same architectural style as the main house.

XI.

No signs, except name plates of occupants shall be displayed to the public view on Tracts 1 - 30 except one (1) professional building sign of not more than two (2) square feet or one sign of not more than five (5) square feet advertising the property for sale or rent.

XII.

The failure of TWIN BLUFFS, or the owner of any such tract hereby restricted, or subsequently subjected hereto, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. TWIN BLUFFS may, by appropriate agreement, assign or convey to any person or corporation, all of the property, rights, restrictions and privileges herein described and reserved by it, and upon such agreement, assignment or conveyance being made, its assigns, or grantees may, at their option, exercise, transfer or assign said property and these rights or any one or more of them, at any time, or times, in the same way and manner as though directly reserved by them or it in this instrument.

The owners of the fee simple title to seventy-five (75%) per cent of the front footage of all tracts may amend or modify these restrictions, in whole or in part, by writing and filing a written instrument of amendment in the office of the County Clerks of Comal and Hays County, Texas, only insofar as they affect Tracts No. 1-30.

XIII.

One residence only excluding guest houses shall be constructed on each such tract 1 - 30; however, this shall not prohibit the construction of one residence excluding guest houses on a portion of two or more tracts, provided, such tract constitutes one homesite only.

XIV.

The owner or owners of any tract or tracts in said Subdivision hereby covenants with W. J. GEBHARD, JR., and C. M. MURPHY, JR., their heirs, executors and assigns, that in the event said owner should desire to sell his tract or tracts, either owned by him and on record in the Deed Records of Hays County, Texas, or which he has purchased under contract of sale from W. J. GEBHARD, JR., and C. M. MURPHY, JR., he will first submit said property for sale to W. J. GEBHARD, JR., and C. M. MURPHY, JR., giving said W. J. GEBHARD, JR., and C. M. MURPHY, JR., the first refusal to purchase said tract or tracts at the price which a prospective, bona fide purchaser is ready, willing and able to pay for said tract or tracts, and said offer to sell on the part of the tract owner shall be made

in writing, addressed to W. J. GEBHARD, JR., and C. M. MURPHY, JR., at their business address P. O. Box 6737, Houston, Texas, by registered mail, and said W. J. GEBHARD, JR., and C. M. MURPHY, JR., shall have fifteen (15) days from receipt thereof in which to exercise its option to purchase said tract or tracts at the bona fide offer made by any third person or persons, and, in the event such option is not exercised within the fifteen (15) day period, then the owner of said tract or tracts shall have the privilege of consummating the sale of said tract or tracts to the person or persons making such bona fide offer. In this connection, it is specifically understood and agreed that conveyance to such third party will be made by said owners or owner within ten (10) days of the expiration of the fifteen (15) day option to the said W. J. GEBHARD, JR., and C. M. MURPHY, JR., otherwise, the same procedure shall again be followed by said owner or owners.

XV.

The undersigned herein reserve unto themselves, their heirs and assigns, a utility easement, in, over and across the outer five (5) feet around the perimeter of each of said tracts 1 - 30 for utility purposes, with the right of ingress and egress in, on and over said easement, for the purpose of maintaining, repairing and erecting such utilities as are necessary in said subdivision.

XVI.

W. J. GEBHARD, JR., and C. M. MURPHY, JR., may make other restrictions or reservations applicable to specific tracts by appropriate provision in the contract or deed conveying such tract, without otherwise modifying the general plan above outlined, and such other restrictions or reservations shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

XVII.

Violations of any reservations, restrictions or covenants herein described by owners of said tracts shall give W. J. GEBHARD, JR., and C. M. MURPHY, JR., and/or TWIN BLUFFS' CONTROL COMMITTEE, the right to enter upon such property where such violation exists, and abate or remove the same at the expense of the owner or owners, and such entry, abatement or removal shall not be deemed a trespass; either W. J. GEBHARD, JR., and C. M. MURPHY, JR., or said TWIN BLUFFS' CONTROL COMMITTEE shall have the right to prevent and abate any violation by injunction or any appropriate remedy at law or in equity.

XVIII.

There is hereby reserved a perpetual easement appurtenant to each and every part of said TWIN BLUFFS Subdivision, the same being the entire survey reflected by the heretofore referenced unrecorded map or plat prepared by A. M. MOELLERING, for the use and benefit of and in favor of the present and future owners of said lands, a strip of land twenty (20) feet in width along the margin, or bank, of the Blanco River beginning at a point where the East line of Tract One (1) intersects the South bank of the Blanco River; thence continuing up river along the river's edge of Tracts One (1) to and including Twenty (20) to a point where the West line of Tract Twenty (20) extended in a Northerly direction intersects the Blanco River bank. Said easements, rights and privileges include but are not limited to:

- A. Entering upon and passing over said 20 foot strip of land to and from the Blanco River for pleasure purposes not inconsistent with the limitations herein contained.
- B. Using said 20 foot strip of land freely and filling up gullies and ditches therein and keeping the same smooth and free from brush and weeds.
- C. To remove obstructions from said strips of land and to keep the channel or bed of said river and springs where they are now and to remove from such channel and bed all brush, weeds, grass or other obstruction which may grow or accumulate thereon or therein.
- D. To use the said Blanco River and its springs for fishing, boating, swimming and other water sports or pleasures.
- E. To construct, repair and replace, wood, cement or concrete walks or bridges along, upon and across said 20 foot strip, and steps down to and into the water and to build, repair and rebuild retaining walls and rails along the banks of the river and its springs but not to obstruct the natural flow thereof.
- F. It is the expressed intention that the beneficiaries of said easements, rights and privileges shall have the full and uninterrupted use and benefit of the said 20 foot strip of land margined along said river as herein set forth for the purposes of walking and fishing.

Nothing herein shall be interpreted or construed to mean that such 20 foot strip of land along the margin or bank thereof shall be utilized for general park purposes or picnicing.

XIX.

There is hereby reserved a perpetual easement appurtenant to each and every part of TWIN BLUFFS Subdivision, which Subdivision covers the entire platted property known as TWIN BLUFFS according to the above referenced survey by A. M. MOELLERING, for the perpetual free and uninterrupted use for the benefit of and in favor of the present and future owners of said Subdivision and each part thereof to which the same shall be and is appurtenant and this

easement is also in favor of every person rightfully going on or coming from the following described area, to-wit:

BEING all that area lying and situated below the line of the natural bluff known and designated on the plat referenced above as PECAN ORCHARD, together with a 30 foot wide access easement running between Tract No. Thirty (30) and along the Western boundary of said TWIN BLUFFS Subdivision from the main access road designated upon the plat above referenced as the FIELD ROAD for a distance of approximately 595 feet between said FIELD ROAD and PECAN ORCHARD,

for the purposes of all park and pleasure use hereby reserving unto said present owners and future owners and/or the CONTROL COMMITTEE the full power to do such act and things with reference to said property which may be in any way beneficial or instrumental to such use for pleasure and park purposes. Picnicing shall be limited and restricted to the park area designated above as PECAN ORCHARD and on individually owned tracts, provided, however, no picnicing shall be permitted on the 20 foot easement along the bank of the Blanco River as hereinabove set forth and provided as a walkway easement.

XX.

The easement herein provided shall be appurtenant to the property and every part of the same herein described. The easements shall not be divided from the ownership of the respective tracts and neither shall the easements be sold in whole or in part, separate and apart from said tracts.

XXI.

No more than one (1) water well shall be permitted on each Tract Nos. One (1) through Thirty (30), without written consent of W. J. GEBHARD, JR., and C. M. MURPHY, JR., and/or the CONTROL COMMITTEE.

XXII.

Subdividing or re-subdividing of tracts No. One (1) through Thirty (30) shall not be permitted


XXIII.


Roadway easements designated on the above referenced plat as BLUFF ROAD and FIELD ROAD are hereby reserved as perpetual easements over, across and through said Subdivision and said roadway easements shall be for the perpetual free and uninterrupted use and benefit of and in favor of the present and future owners of tracts within said Subdivision and the said roadway easements are also in favor of every person rightfully going on or coming from said Subdivision.

XXIV.

The easements and rights-of-way herein provided shall apply to the whole of said Subdivision and nothing herein shall be construed so as to cause the restrictions to apply to any undeveloped area within TWIN BLUFFS Subdivision.

EXECUTED on this the 17th day of August, A.D. 1966.


W. J. GEBHARD, JR.


C. M. MURPHY, JR.

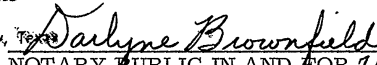
THE STATE OF TEXAS ()

COUNTY OF ()

BEFORE ME, the undersigned authority, on this day personally appeared W. J. GEBHARD, JR., 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 the 17th day of



DARLYNE BROWNFIELD
Notary Public
In and For Harris County, Texas

NOTARY PUBLIC IN AND FOR Harris
COUNTY, TEXAS

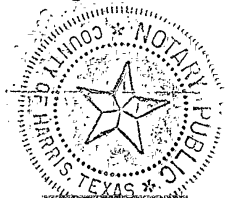
THE STATE OF TEXAS ()


COUNTY OF ()

BEFORE ME, the undersigned authority, on this day personally appeared C. M. MURPHY, Jr., 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 the 17th day of

August, 1966.



DARLYNE BROWNFIELD
Notary Public
In and For Harris County, Texas

NOTARY PUBLIC IN AND FOR Harris
COUNTY, TEXAS

FILED FOR RECORD THE 28th DAY OF July A.D., 1967, AT 11:50 O'CLOCK A.M.
RECORDED THE 31st DAY OF July A.D., 1967, AT 11:40 O'CLOCK A.M.


LYDELL B. CLAYTON, COUNTY CLERK, HARRIS COUNTY, TEXAS.