

# CIELO SPRINGS

## *Hideaway*

13.36± Acres | Blanco County

Blanco, Texas



*Anders*  *Realty*  
PURVEYORS OF FINE TEXAS RANCHES



# CIELO SPRINGS HIDEAWAY

13.36± AC • BLANCO, TEXAS

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*GORGEOUS GATED COMMUNITY TRACT  
WITH LIVE WATER & TOWERING TREES*

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## LOCATION & ACCESS

The gated entrance to Cielo Springs is located 2-miles south of charming Blanco, at the intersection of US-281 and RM 32. The property sits 1-hour north of San Antonio via US-281 and 1-hour west of Austin via US-281 and US-290. This property consists of Lots 111,112, and 113 and sit at the back of El Nopal Dr.

**Property Address: 127 El Nopal Dr., Blanco, TX 78606.**





















## LAND, WATER & WILDLIFE



These tracts are among the most beautiful and desirable lots within Cielo Springs with tall towering trees and a live water creek. Koch Branch, a year-round live water creek runs along the northern boundary of Lots 111 & 112 for 815'. There is a secondary, seasonal creek which flows into Koch Branch that runs for 810' along the west boundaries of Lots 111 & 113.







There are about 5.50 acres of high-ground that sit at 1,400' in elevation and is dotted with large, mature Live oak trees. This portion of the property provides numerous building locations. From the high ground, the elevation falls to 1,320' into a beautiful, grassy creek bottom shaded with towering Pecan trees. There are also gorgeous rocky outcroppings that separate the higher elevation areas and the creek bottom. White-tailed deer, Rio Grande turkey, and Axis deer are numerous.





















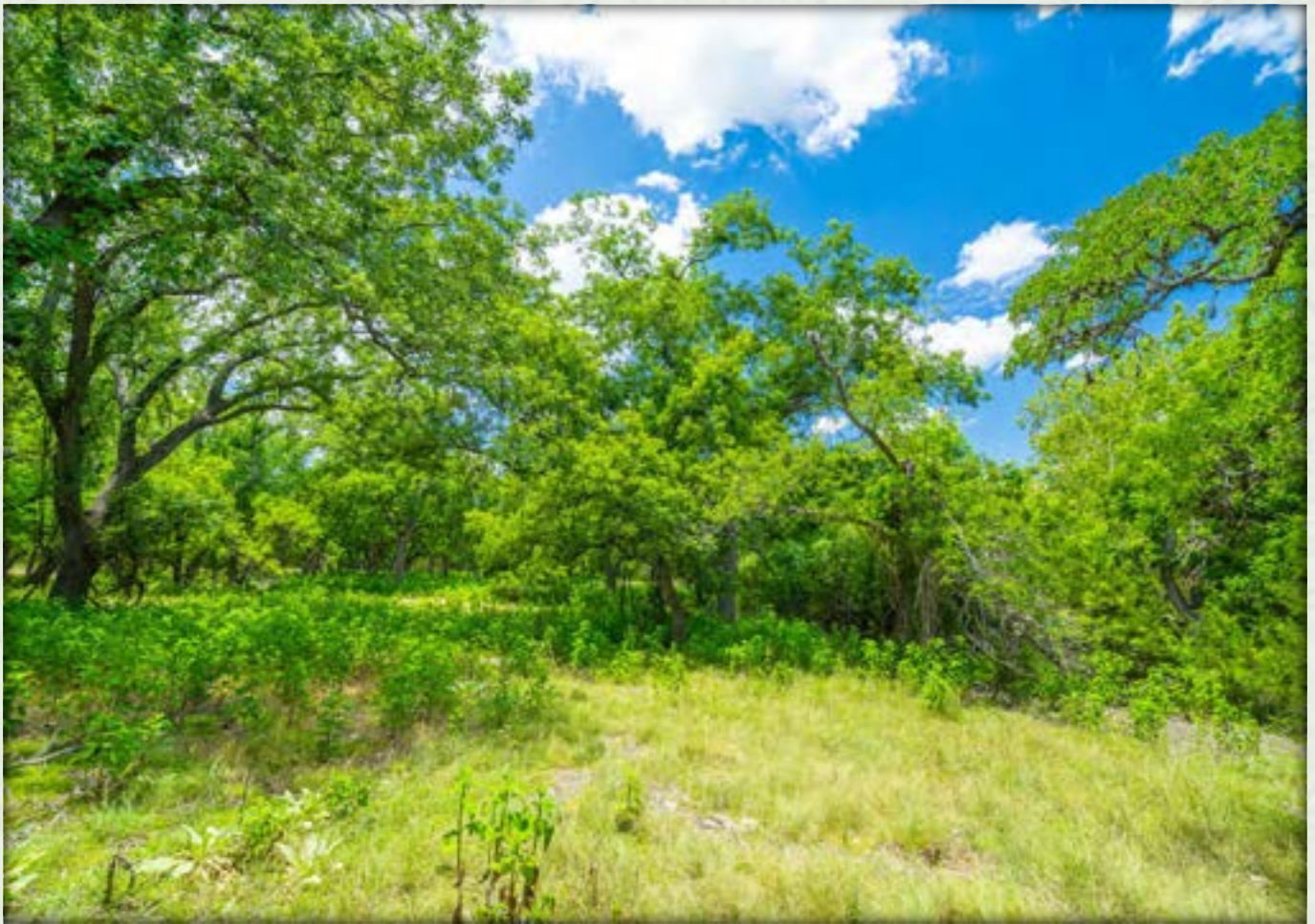


## SUMMARY

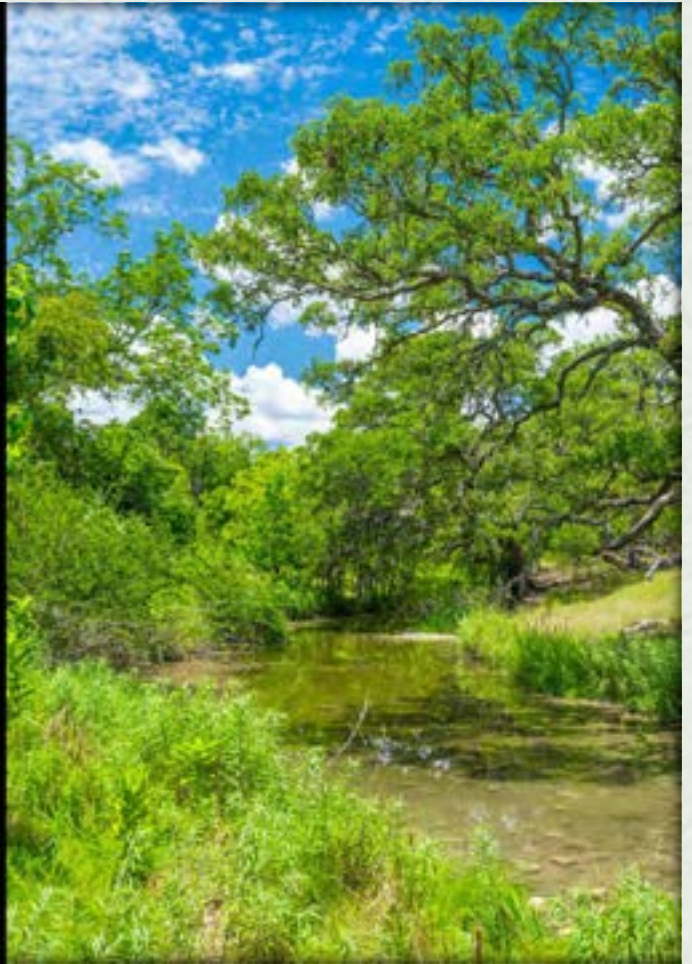
These three (3) lots (#s 111, 112 & 113) within Cielo Springs are among the most picturesque and desirable lots within Cielo Springs. With healthy, gorgeous Live Oaks on the high ground, tall, towering Pecan trees in the bottom, and year-round flowing live water from Koch Branch, these lots offer the perfect canvas for a spectacular, forever home.













## FINANCIAL / TITLE

CIELO SRINGS HIDEAWAY, as described herein (13.36± ac), is offered at \$895,000 in Cash or at Terms acceptable solely at the discretion of the Sellers.

1. Offers to purchase or letters of intent must be in writing and accompanied by 1.00% of the purchase price to the escrow account at Hill Country Titles of Blanco, TX.
2. The Sellers will provide and pay for a standard owner's title insurance policy. Title to the real property will be conveyed by a general or special warranty deed.
3. The Sellers will provide an existing survey.
4. The property lies in the Blanco ISD.
5. The 2024 property taxes were \$8,613.22.
6. There are community deed restrictions that affect the property, which are included at the end of this packet.



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This entire Offering is subject to errors, omissions, prior sale, change or withdrawal without notice and approval of purchase by the Sellers. Information regarding land classifications and acreages are intended only as general guidelines and have been obtained from sources deemed reliable; however, accuracy is not warranted or guaranteed by the Seller or Anders Realty. Prospective Buyers should verify all information to their sole and complete satisfaction. ***SHOWN BY APPOINTMENT ONLY – DO NOT TRESPASS.***

Buyer's brokers/agents must be identified on first contact and must accompany buying prospect on first showing to be allocated full fee participation. If this condition is not met, fee participation will be at the sole discretion of Anders Ranch Realty.

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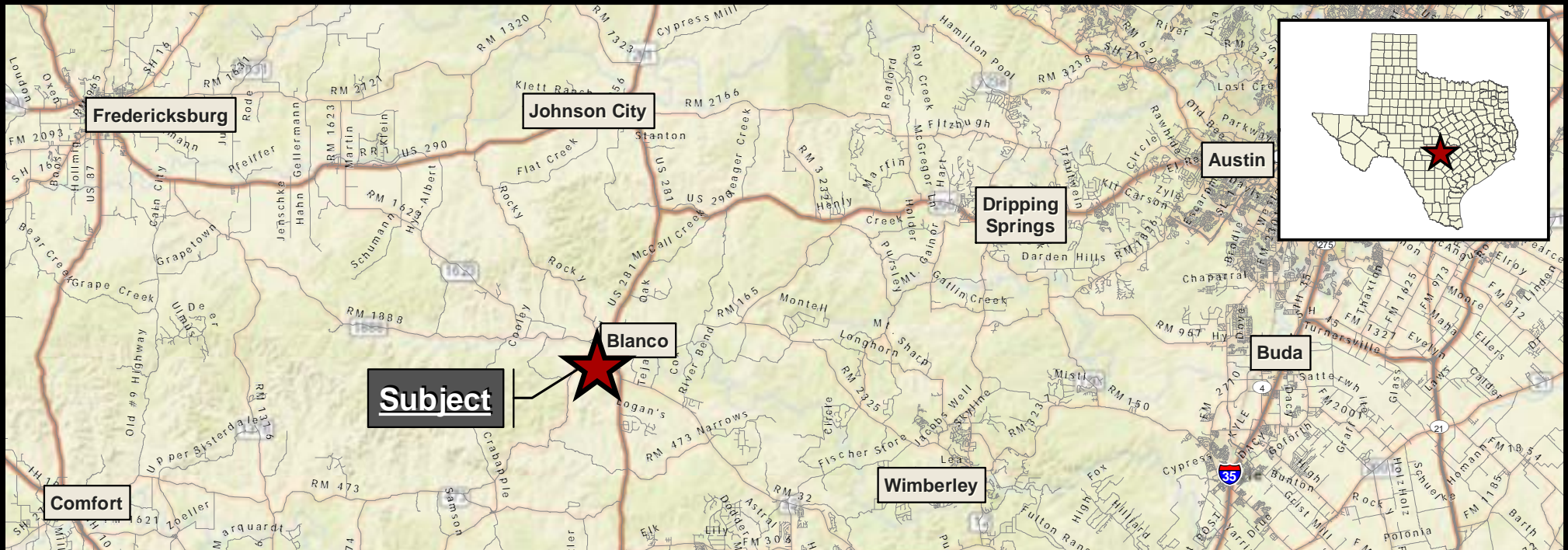
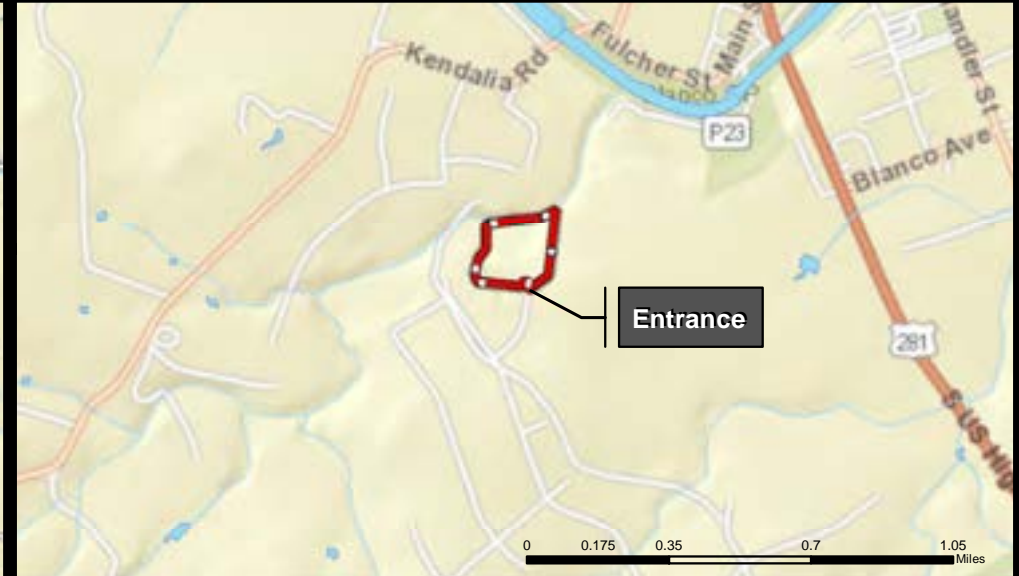








# CIELO SPRINGS HIDEAWAY | 13.36 ± AC | BLANCO



1 inch = 2,500 feet

0 0.3 0.6 0.9 Miles

112 N. Edison St., Fredericksburg, TX 78624  
Jeremy Lacy (830) 225-0595  
[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)



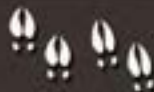
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PURVEYORS OF FINE TEXAS RANCHES



# CIELO SPRINGS HIDEAWAY | 13.36 ± AC | BLANCO



1 inch = 200 feet  
0 0.025 0.05 0.075 Miles



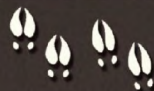
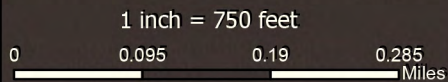
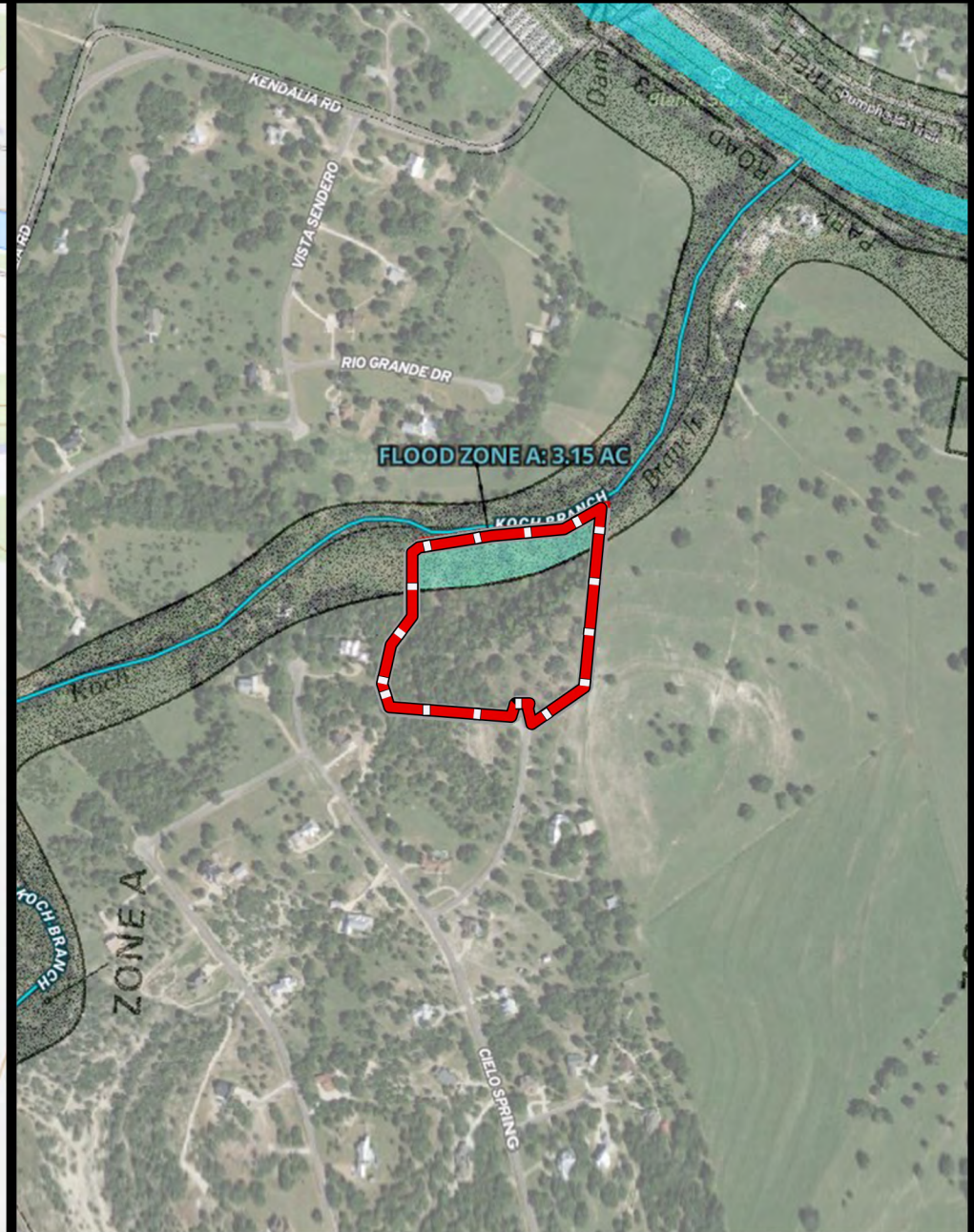
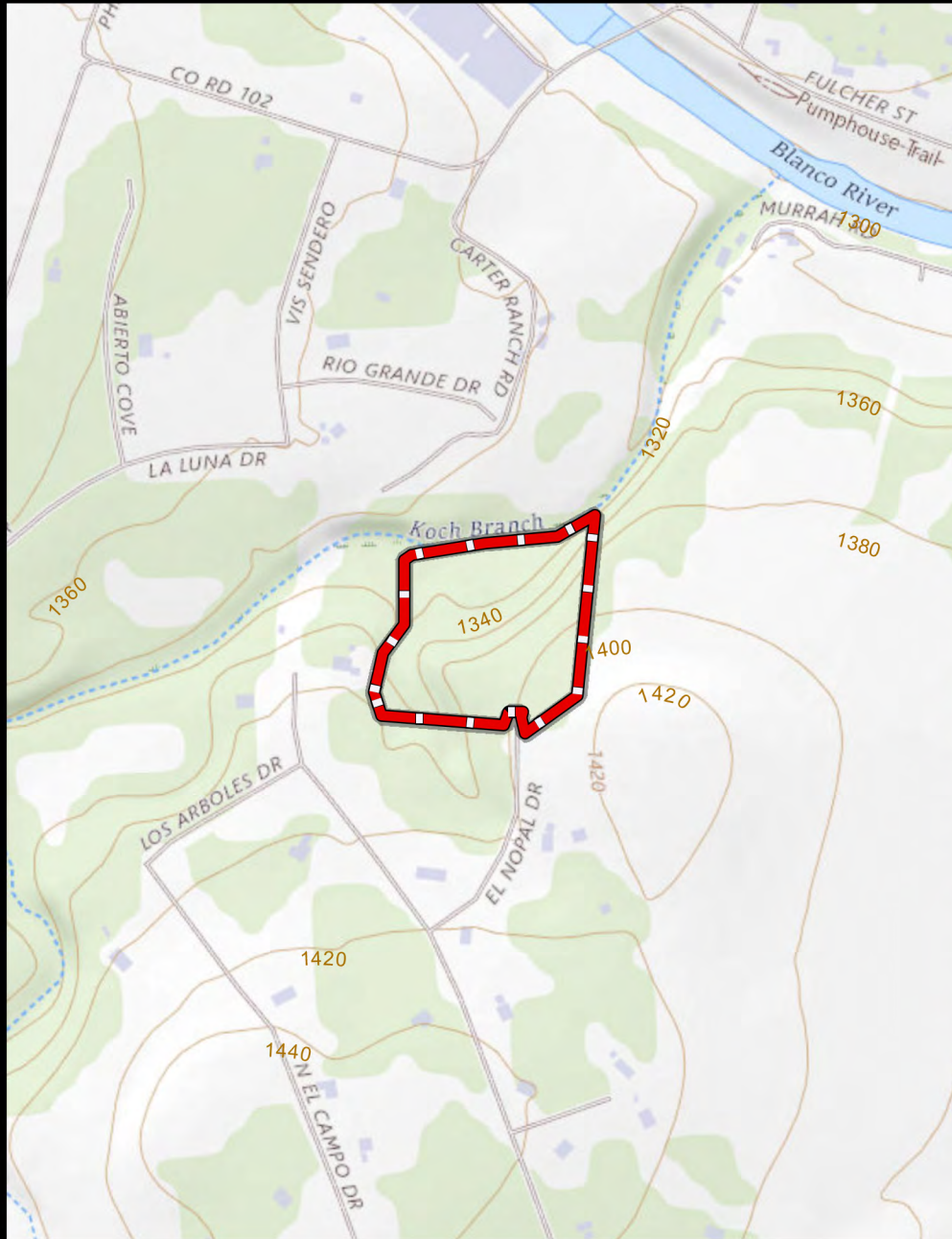
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*Anders Realty*  
FINE TEXAS PROPERTIES



# CIELO SPRINGS HIDEAWAY | 13.36 ± AC | BLANCO



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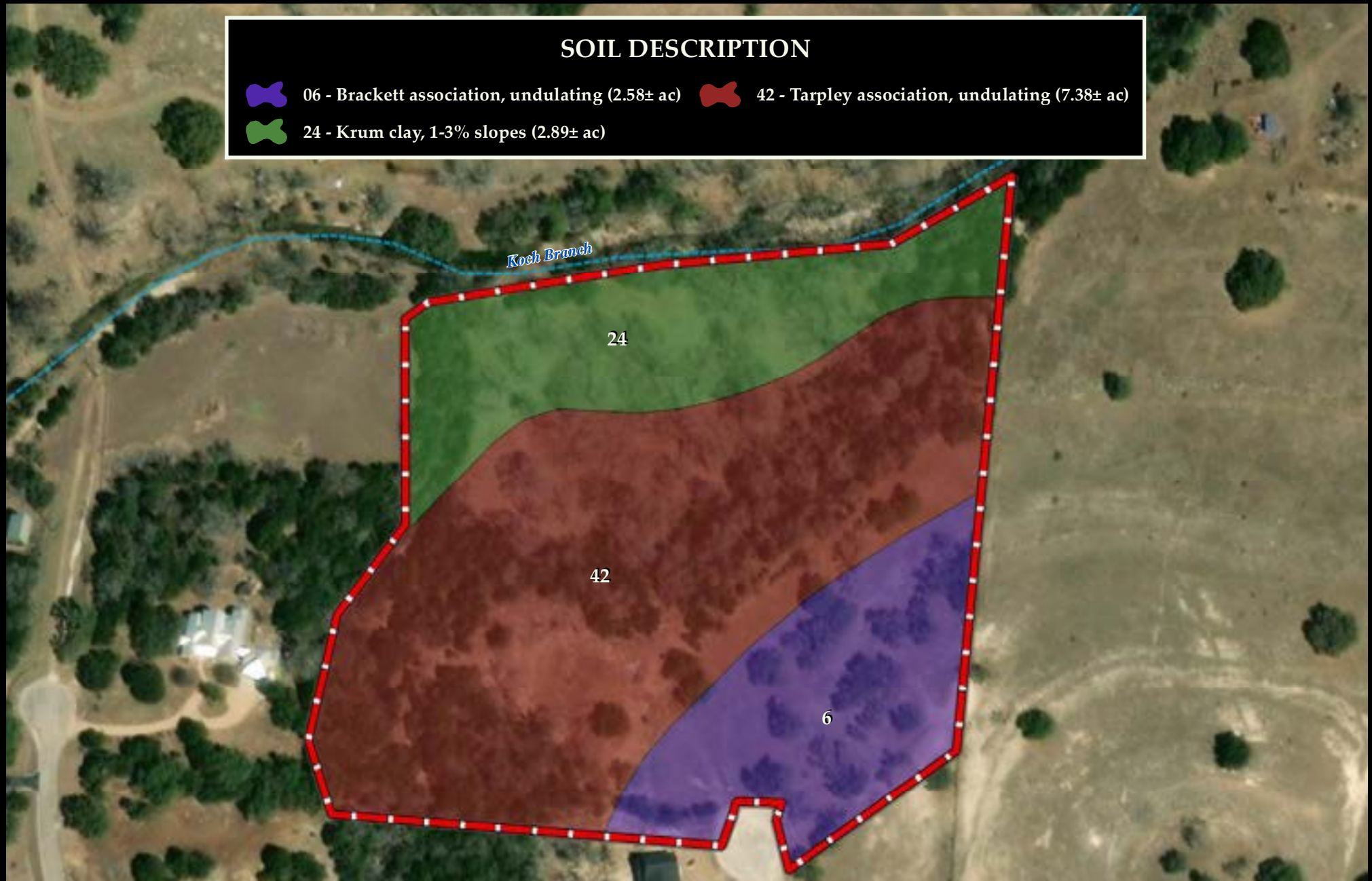
**Anders Realty**  
FINE TEXAS PROPERTIES



# CIELO SPRINGS HIDEAWAY | 13.36 ± AC | BLANCO

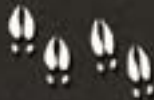
## SOIL DESCRIPTION

- 06 - Brackett association, undulating (2.58± ac)
- 24 - Krum clay, 1-3% slopes (2.89± ac)
- 42 - Tarpley association, undulating (7.38± ac)



1 inch = 166.67 feet

0 0.02 0.04 0.06 Miles



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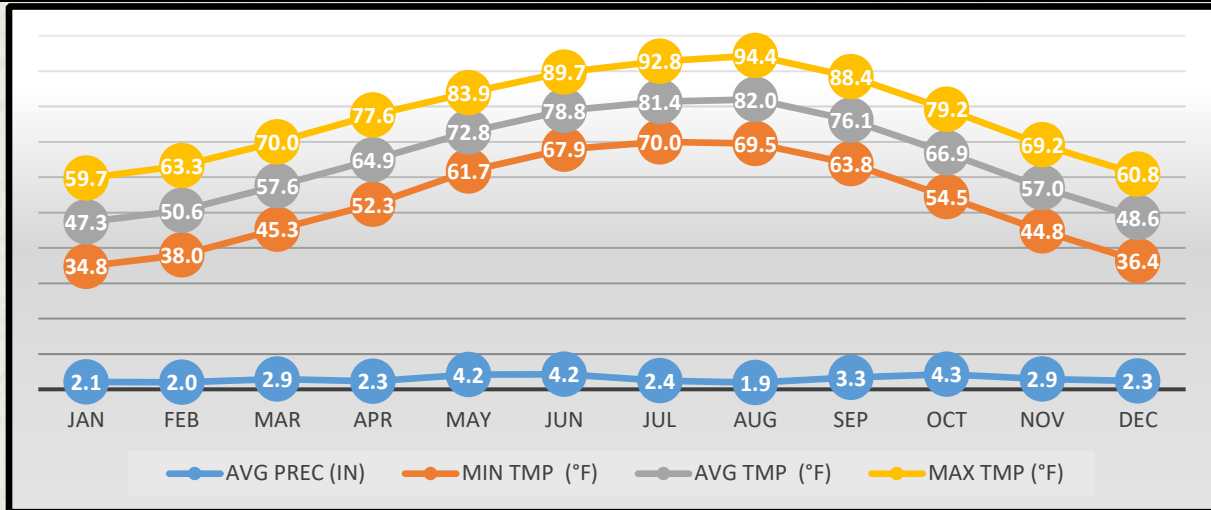
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## CLIMATE DATA

Three-decade averages of climatological variables (1991-2010)  
Climate Normals for **Blanco, Texas** from the National Climate Data Center (NCDC)

MONTH (1991-2010)	AVG PREC (IN)	MIN TMP (°F)	AVG TMP (°F)	MAX TMP (°F)
Jan	2.1	34.8	47.3	59.7
Feb	2.0	38.0	50.6	63.3
Mar	2.9	45.3	57.6	70.0
Apr	2.3	52.3	64.9	77.6
May	4.2	61.7	72.8	83.9
Jun	4.2	67.9	78.8	89.7
Jul	2.4	70.0	81.4	92.8
Aug	1.9	69.5	82.0	94.4
Sep	3.3	63.8	76.1	88.4
Oct	4.3	54.5	66.9	79.2
Nov	2.9	44.8	57.0	69.2
Dec	2.3	36.4	48.6	60.8
<b>Ann</b>	<b>33.2</b>	<b>54.3</b>	<b>66.1</b>	<b>78.0</b>



Zip: 78606	Days Where Temp Exceeds 86°F:	121 - 150 Days
	Freeze Date (Avg First Frost):	Nov 11th – 20th
	Freeze Date (Avg Last Frost):	Mar 21st – 31st
	USDA Hardiness Zone:	Zone 8a: 10F to 15F
	Koppen-Geiger Climate Zone:	Cfa – Humid Subtropical Climate
	Ecogregion:	30c – Balcones Canyonlands
	Palmer Drought Index:	Moderately Moist



# BROKERAGE INFORMATION



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

11-2-2015



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Anders Ranch Realty</b>	<b>514096</b>	<b>Brady@AndersRanchRealty.com</b>	<b>512-791-9961</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Brady P. Anders</b>	<b>514096</b>	<b>Brady@AndersRanchRealty.com</b>	<b>512-791-9961</b>
Designated Broker of Firm	License No.	Email	Phone
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>Jeremy N. Lacy</b>	<b>603524</b>	<b>Jeremy@AndersRanchRealty.com</b>	<b>830-225-0595</b>
Sales Agent/Associate's Name	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date



# Anders Realty

PURVEYORS OF FINE TEXAS RANCHES

112 N. Edison Street | Fredericksburg, TX 78624

[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)



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Anders Realty  
PURVEYORS OF FINE TEXAS RANCHES



022448

AMENDED  
RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
CIELO SPRINGS, UNITS 1 and 2  
STALLION ESTATES, INC., a Texas Corporation  
TO THE PUBLIC

STATE OF TEXAS            )  
                                  ) KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BLANCO        )

WHEREAS, STALLION ESTATES, INC., a Texas corporation owner of Cielo Springs, filed as record Restrictive Covenants for Cielo Springs Unit One (1) in Vol. 214, Page 979, and Unit Two (2) in Vol. 227, Page 724 of the Official Public Records of Real Property of Blanco County, Texas; and

WHEREAS, the undersigned are record owners of legal title of fifty-one percent (51%) or more of the lots as shown by the Official Records of Blanco County, Texas located in Cielo Springs, Units 1 and 2 thereof and in full and complete compliance with Paragraph Thirteen (13) of the Original Restrictive Covenants of Units 1 and 2 as recorded and referenced hereinbefore; and

WHEREAS, the undersigned record owners do wish to amend and vary said Restrictive Covenants and to further consolidate all three separate sets of Restrictive Covenants into one set of Amended Restrictive Covenants for all purposes as expressed in said Original Restrictive Covenants.

NOW THEREFORE, the Restrictive Covenants for Cielo Springs Units 1 and 2 heretofore filed of record are hereby amended and consolidated into these Amended Restrictive Covenants for Cielo Springs Subdivision, Units One (1) and Two (2), and shall hereafter read as follows:

1. The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot. No tract in the subdivision may be further subdivided, provided however, that when the Developer is the owner thereof, Developer may further subdivide any tract so long as Developer subdivides in accordance with County and/or City subdivision regulations.
2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been submitted in writing and have been approved in writing by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requesting approval. Under ordinary topographical circumstances the minimum setback lines for each tract will be as follows: fifty feet (50') front setback, twenty-five feet (25') side setbacks from tract lines or side streets, and fifty feet (50') back setback. Any deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR. and CLINTON D. MCKINNEY. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee.
3. No building, single family residential or improvement on any tract in the Property shall exceed thirty-five feet (35') in height (as measured from the ground at the lowest portion of the foundation visible above the ground.) The primary residential building of any single story residence shall contain not less than one thousand eight hundred (1800) square feet of living area, and the primary residential building of any two-story residence shall contain not less than two thousand two hundred (2200) square feet of living area,



exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence but in no case shall more than one such structure be permitted. All buildings must be completed not more than fourteen (14) months after laying foundations and no house trailers or mobile homes of any kind may be moved onto the property. Any servants' quarters structure or guest houses will not exceed the main dwelling in height or number of stories and may be detached from the main residence but will not have a floor area greater than fifty percent (50%) of the floor area of the main residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. The outer walls of all single family residences in subdivision Units 1 and 2 shall be at least forty (60%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.
5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.
6. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated 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.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind shall be placed on any tract at any time. No tent, 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 residence, except that camping trailers, motor homes and recreational vehicles with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
8. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings and driveways, will be permitted without the written permission of the Architectural Control Committee.
9. No noxious, offensive, unlawful or immoral use shall be made of the tract.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except one horse per acre, or except for those approved by The Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by The Architectural Control Committee. The Architectural



Control Committee reserves the right, to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from The Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserve absolutely the right to deny approval for any pet.

11. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.
12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single family residence.
13. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.
14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Blanco County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Blanco County, Texas.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.
16. If the parties hereto or any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, 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 enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.
17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.
18. A violation of the restrictive covenants of CIELO SPRINGS, Units 1 and 2 as determined by the majority of the members of the CIELO SPRINGS ARCHITECTURAL CONTROL COMMITTEE shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.
19. Maintenance dues (initially \$200.00 per year) shall be due and payable to the Cielo Springs Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before December 31st of each year for that year's assessment,



beginning with the year 2003. Beginning year 2004 the amount of said dues shall be determined by the Cielo Springs Maintenance Corporation at said annual meeting with one vote for each lot owned. Said Corporation is incorporated for the express purpose of representing the interest of all lot owners in the Cielo Springs Subdivision including all units located in Blanco County, Texas and the dues herein provided for shall be used to maintain the private roads and gated entrance of the Cielo Springs Subdivision. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest. Costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.

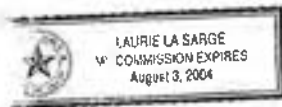
- 20 All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will continue to be maintained by the developer until such time as said roads are approved by the county and all bonds or sureties have been released, at that time and only in such event, said roads will be dedicated to and maintained by the Cielo Springs Maintenance Corporation thereafter
- 21 In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of \$1,500.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to STALLION ESTATES INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by STALLION ESTATES, INC., a Texas Corporation

IN TESTIMONY WHEREOF, STALLION ESTATES, INC., a Texas corporation, by and through its President Lee R. Roper, as owner of (51%) or more of the lots in Unit One (1) and Unit Two (2) of Cielo Springs located in Blanco County, Texas, has executed this instrument on this the 2<sup>nd</sup> day of August, 2002

By: Lee R. Roper  
Lee R. Roper, President  
Stallion Estates, Inc

State of Texas                    §  
County of Blanco               §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of August, 2002 by Lee R. Roper, President of Stallion Estates, Inc., a Texas corporation, on behalf of said corporation.



Laurie La Sarge  
Notary Public, State of Texas

Filed this 2 day of August, 2002

11:45 A.M.

KAREN NEWMAN  
County Clerk, Blanco County, Texas

By Robert L. Roper Deputy

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Any provision herein which purports to give, hold or use of the recorded property because of order of 1991 is void and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in this number sequence on the date and the time stamped herein by me and was duly RECORDED in Office Public records of said Property of Blanco County, Texas on

AUG 1 9 2002



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS



032208

RESTRICTIONS, ASSESSMENTS, AND EASEMENTS OF  
CIELO SPRINGS, SECTION 3  
STALLION ESTATES, INC., A Texas Corporation  
TO THE PUBLIC

Filed this 12 day of July 2003  
9:16 A.M.

KAREN NEWMAN

County Clerk, Blanco County, Texas

State of Texas )  
County of Blanco )

Know all men by these presents:

*[Signature]*

Whereas, Stallion Estates, Inc., A Texas Corporation owner of Cielo Springs, filed as record Restrictive Covenants for Cielo Springs Section 3 in Vol. 1 Page 312-316 of the Official Public Records of Blanco County, Texas; and

Now therefore, the Restrictive Covenants for Cielo Springs Section 3 shall hereafter read as follows:

1. The property herein described shall be used solely for new single-family residential purposes, and only one single-family residence may be constructed on each lot. No tract in the subdivision may be further subdivided, provided however, that when the developer is the owner thereof, Developer may further subdivide any tract so long as developer subdivides in accordance with county and/or city subdivision regulations.
2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been submitted in writing and have been approved in writing by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requiring approval. Under ordinary topographical circumstances the minimum setback lines for each tract will be as follows: Fifty feet (50') front setback, Twenty-five feet (25') side setbacks from tract lines or side streets, and fifty feet (50') back setback. And deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR., and CLINTON D. MCKINNEY. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining member shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee.
3. No building, single family residential or improvement on any tract in the property shall exceed thirty-five feet (35') in height (as measured from the ground at the lowest portion of the foundation visible above the ground.) The primary residential building of any single story residence shall contain not less than one thousand eight hundred (1800) square feet of living area, and the primary residential building of any two-story residence shall contain not less than two thousand two hundred (2200) square feet of living area exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence but in no case shall more than one structure be permitted. All buildings must be completed not more than fourteen (14) months after laying foundation and no house trailers or mobile homes of any kind may be moved onto the property. Any servants' quarters structure or guest houses will not exceed the main dwelling in height or number of stories and may be detached from the main residence but will not have a floor area greater than fifty percent (50%) of the floor area of the main residence. All



buildings must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. The outer walls of all single residences in subdivision section 3 shall be at least (60%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.
5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by certified U.S. mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing out of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have liability to said owner of the tract by virtue of the exercise of such right to removal.
6. No lot shall be used for any business and no professional or commercial use shall be made of any of side lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by the way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist, or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repair man or building contractor's business. Provided, however, developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated 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.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind shall be placed on any tract at any time. No tent, 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, except that camping trailers, motor homes and recreational vehicles with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
8. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings and driveways, will be permitted without the written permission of the Architectural Control Committee.
9. No noxious, offensive, unlawful or immoral use shall be made of the tract.
10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except one horse per acre, or except for those approved by the Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by the Architectural Control Committee. The Architectural Control Committee reserves the right to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days notice from the Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal



or bird shall be considered a household pet, for purposes of this restriction, and reserves absolutely the right to deny approval for any pet.

11. The tract shall not be used or maintained as a dumping ground for rubbish and not trash other than brush cleared from the tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.
12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single-family residence.
13. All lots are subject to easement and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.
14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the deed records of Blanco County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of Ten years each. The record owner of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Blanco County, Texas.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.
16. If the parties hereto or any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estates restricted in the same way, to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.
17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.
18. A violation of the restrictive covenants of CIELO SPRINGS, section 3 as determined by the majority of the members of the CIELO SPRINGS ARCHITECTURAL CONTROL COMMITTEE shall constitute a default of any deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including Acceleration of the note secured and foreclosure.
19. Maintenance dues (initially \$200.00 per year) shall be due and payable to the Cielo Springs Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before December 31<sup>st</sup> of each year for that year's assessment beginning with the year 2003. Beginning year 2004 the amount



of said dues shall be determined by the Cielo Springs Maintenance Corporation at said annual meeting with one vote for each lot owner. Said corporation is incorporated for the express purpose of representing the interest of all owners in the Cielo Springs Subdivision including all units located in Blanco County, Texas and the Dues herein provided for shall be used to maintain the private roads and gated entrance of the Cielo Springs Subdivision. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from date due at the rate of eighteen percent (18%) per annum, and the corporation may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest. Costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.

20. All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will continue to be maintained by the developer until such time as said roads are approved by the county and all bonds or sureties have been released, at that time and only in such event, said roads will be dedicated and maintained by Cielo Springs Maintenance Corporation thereafter.

21. In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of \$1,500.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to STALLION ESTATES, INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by STALLION ESTATES, INC., A Texas Corporation.

IN TESTIMONY WHEREOF, STALLION ESTATES, INC., A Texas Corporation, by and through its President Lee R. Roper, as owner of (51%) or more of the lots in Unit 3 of Cielo Springs located in Blanco County, Texas, has executed this instrument on this the 7<sup>th</sup> day of July, 2003

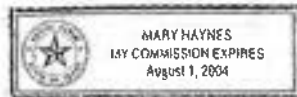
By:

Lee R. Roper

Lee R. Roper, President  
Stallion Estates, Inc.

STATE OF TEXAS  
COUNTY OF BLANCO

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2003. By Lee R. Roper, President of Stallion Estates, Inc., A Texas Corporation, on behalf of said corporation.



Mary Haynes  
Notary Public, State of Texas

RINCO OF TEXAS INC.  
P.O. BOX 2202  
CANYON LAKE, TX 78133-0009



RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
CIELO SPRINGS, SECTION 4  
STALLION ESTATES, INC., a Texas Corporation  
TO THE PUBLIC

STATE OF TEXAS            )  
                                  ) KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BLANCO        )

THAT STALLION ESTATES, INC., a Texas Corporation, owner of CIELO SPRINGS, filed as record Restrictive Covenants for Cielo Springs, Section 4 in VOL. 1, PAGE 367-372 of the Official Public Records of Blanco County, Texas; and

Now therefore, the Restrictive Covenants for Cielo Springs, Section 4 shall hereafter read as follows:

1. The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot. No tract in the subdivision may be further subdivided, provided however, that when the developer is the owner thereof, Developer may further subdivide any tract so long as developer subdivides in accordance with county and/or city subdivision regulations.
2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been submitted in writing and have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requiring approval. Under ordinary topographical circumstances the minimum setback lines for each tract will be as follows: Fifty feet (50') front set back, Twenty-five feet (25') side setbacks from tract lines or side streets, and Fifty feet (50') back set back. And deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR. and CLINTON D. MCKINNEY. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee.
3. No building, single family residential or improvement on any tract in the property shall exceed thirty five feet in heights (as measured from the ground at the lowest portion of the foundation visible above the ground.) The primary residential building of any single story residence shall contain not less than 1800 square feet of living area, and the primary residential building of any two story residence shall contain not less than 2200 square feet of living area exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence but in no case shall more than one structure be permitted. All buildings must be completed not more than 14 months after laying foundation and no house trailers or mobile homes of any kind may be moved onto the property. Any servants' quarters structure or guest houses will not exceed the main dwelling in height or number of stories and may be detached from the main residence but will not have a floor area greater than 50% of the floor area of the main residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.
4. The outer walls of all single family residences in the subdivision, section 4 shall be at least sixty (60%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.



5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.
6. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated 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.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind shall be placed on any tract at any time. No tent, 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 residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
8. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings and driveways, will be permitted without the written permission of the Architectural Control Committee.
9. No noxious, offensive, unlawful or immoral use shall be made of the tract.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except one horse per acre, or except for those approved by The Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by The Architectural Control Committee. The Architectural Control Committee reserves the right, to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from The Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserve absolutely the right to deny approval for any pet.
11. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.



12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single family residence.
13. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.
14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Blanco County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Blanco County, Texas.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.
16. If the parties hereto or any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, 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 enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.
17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.
18. A violation of the restrictive covenants of CIELO SPRINGS, SECTION 4 as determined by the majority of the members of the CIELO SPRINGS, SECTION 4 Architectural Control Committee shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.
19. In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of \$1,500.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to STALLION ESTATES INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by STALLION ESTATES, INC., a Texas Corporation.
20. All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will continue to be maintained by the developer until such time as said road are approved by the county and all bonds or sureties have been released, at that time and only in such event, said roads will be dedicated and maintained by Cielo Springs Maintenance Corporation thereafter.
21. Maintenance dues (initially \$200.00 per year) shall be due and payable to the Cielo Springs Maintenance Corporation, a Texas non-profit corporation, on or before January 15<sup>th</sup> of each year, beginning January 15<sup>th</sup>, 2007. After January 15, 2008 the amount of said dues shall be determined by the Cielo Springs Maintenance Corporation at said annual meeting with one vote for each lot owned. Said dues shall be used to maintain the private roads, equestrian arena and gated entrance of the Cielo Springs Subdivision.



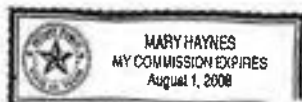
IN TESTIMONY WHEREOF, STALLION ESTATES, INC., a Texas corporation, by and through its President, Lee R. Roper as owner of (51%) or more of the lots in Section 4 of Cielo Springs located in Blanco County, Texas, has executed this instrument on this the 14<sup>th</sup> day of February 2006.

By: Lee R Roper  
LEE R. ROPER, President

STATE OF TEXAS     )  
COUNTY OF BLANCO    )

BEFORE ME, the undersigned authority on this day personally appeared LEE R. ROPER, PRESIDENT OF STALLION ESTATES, INC, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 14<sup>th</sup> day the February 2006.



Mary Haynes  
NOTARY PUBLIC, STATE OF TEXAS

Filed this 14 day of Feb. 20 06  
9:48 A.M.  
KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By: [Signature] Deputy

Any provision herein which restricts the sale, rental or use of the described property shall be null and void insofar as it purports to restrict the use of the described property in accordance with the provisions of the Texas Constitution, Article XVI, Section 50.1.  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in the Public Records on the date and the time stamped herein by me and was duly RECORDED in Office. Public Records of Real Property of Blanco County, Texas on:

FEB 21, 2006



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

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