

Inst Bk Vol Pg  
7 OR 339 315

Edwards County  
Olga Lydia Reyes  
Edwards County District Clerk  
Rocksprings, Tx 78880



70 2015 0000747

Instrument Number: 2015-747

As

Recorded On: July 28, 2015

Recording Fee

Parties: CAVE CREEK COMANCHE HILLS POA

Billable Pages: 5

To PUBLIC THE

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recording Fee 42.00  
Total Recording: 42.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Record and Return To:**

Document Number: 2015-747

Receipt Number: 36791

Recorded Date/Time: July 28, 2015 11:12:00A

Book-Vol/Pg: BK-OR VL-339 PG-315

User / Station: S Montoya - Cash Station Counter

CCCH POA

P.O. BOX 1024

ROCKSPRINGS TX 78880



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records of Edwards County, Texas.

Olga Lydia Reyes, County Clerk  
Edwards County, Texas

**Cave Creek Comanche Hills Property Owners Association Deed Restrictions**  
revised March 2015

**ACCESS:**

Most of the CCCH properties are behind locked private gates. Other than CCCH property owners, access by visitors is only allowed by landowners' permission or if routine access is required by authorized service and maintenance contractors and utility organizations.

**RESTRICTIONS:**

Below are the general deed restrictions that are in effect by the CCCH POA (as grandfathered and updated from the original Ranch Enterprises organization) and are subsequently required for use by all landowners on all CCCH affiliated ranch properties.

1. That these covenants are to run with the land and shall be binding on the landowner and all persons claiming under him. Landowner understands that these restrictions and covenants are filed in the Real Property Records of Edwards County, Texas.
2. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in both Cave Creek and Comanche Hills Ranch properties.
3. That the above property herein shall not be used for any commercial purpose including seasonal, day or yearly lease hunting or any manufacturing purposes. Specifically, 'commercial purpose' pertains to the fact that the landowner, on which the commercial activity would be conducted and from which the landowner would be deriving a monetary lease, rent or royalty payment from the sponsored enterprise is in direct violation of the intent of this deed restriction. Furthermore for clarification, commercial activities that are restricted under this deed restriction include installation of cell phone towers, wind farm generator systems and, large bank solar arrays. In addition, 'manufacturing purpose' pertains to any fabrication endeavor that results in a commercial monetary or 'in-kind' return.
4. Regarding potential 'temporary commercial' activities. Some allowance will be made to reflect limited approval by the CCCH POA only on a case-by-case review basis of certain potential temporary commercial activities such as, the conduct of limited period geologic seismic activities, pipe-line construction, and oil/gas drilling operations - with the caveat that the CCCH POA will receive from the affected landowner(s) an annual assessment fee of 5% of the "right-of-way" fee granted to the specific landowner or landowners by the appropriate commercial operator. (Reason: These temporary commercial entities would be using the CCCH POA private roads to access the construction sites with their heavy equipment and the indicated one-time assessment would then be allocated to the annual road maintenance budget.)
5. There exists a grazing lease on this property. Landowner understands that livestock may be present on his land and that sources of water on his land that existed when the property was purchased may be used for said livestock. Landowner has no obligation to continue this lease and may cancel the lease on his property by constructing fencing that meets local standards and is adequate to keep Lessee's livestock off his property and then giving Lessee 30 days advance notice that he wishes to not participate in the lease. If landowner desires to remove or alter any existing fences on his property Lessee shall be notified in advance in order to maintain control of the livestock.

6. That no automobile(s), truck(s), trailer(s), camping or travel trailer(s), equipment or other vehicle(s) shall be abandoned on the landowner's property, including adjacent to or on any CCCH POA road easements nor shall there be any dumping or placing of unsightly objects of any kind on the property. Vehicles, trailers or equipment of any sort that has been parked and not removed within a period of 6 months from the above described property shall be considered as abandoned and will be the responsibility of the owner to immediately remove it.

7. That no structure(s) of any kind, including hunting blinds and/or deer feeders over 60-feet tall from ground level, shall be permitted within 300 feet of any public road, 200 feet of any roadway easement or 100 feet of any property line.

8. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. Any permanent large structures that would adversely affect the line-of-sight of adjoining landowners would be considered an offensive and nuisance 'visual pollution' factor. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Edwards, if applicable, or any other governmental agency having jurisdiction thereof. Specific consideration shall be given to any activity that could affect the natural environment and health and well being of any Texas state or Federal government identified endangered or protected species of wildlife.

9. Not more than one residence shall be permitted on any tract. No communal or multi-residences shall be permitted.

10. That no commercial swine operation shall be permitted.

11. Landowner agrees not to impede the flow of water in existing CCCH community-service water lines, tanks, or troughs that are on his property and grants ingress and egress to responsible CCCH persons who need to maintain said improvements and wells which furnish water to the lines, tanks or troughs. "Water Well A" as shown on the Comanche Hills Ranch plat (recorded in the Plat Records of Edwards County) will be partially owned by the CCCH POA. In the event that the CCCH POA fails to maintain the well and the related tanks, troughs, and water lines, any property owner who receives water from the well has the right of ingress and egress to the well and related tanks, troughs, and water lines for maintenance and repair purposes.

12. That no tract may be subdivided without the express written consent of the CCCH POA Board. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.

13. The CCCH POA shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment fee. The CCCH POA will charge each property owner a maintenance fee of \$1.00 per acre, per year, not to exceed \$300.00 to improve and maintain the highway entrances, roads, wells, water lines, storage tanks and any other maintenance deemed necessary in the Cave Creek and Comanche Hills Ranch Subdivision. For those tracts of land which front exclusively on a state or county maintained road will be charged a maintenance fee of \$0.50 per acre, per year, not to exceed \$150.00. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed along with a \$10 per month late fee charge to

be added, permitting CCCH POA such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

In addition, the CCCH POA shall establish an independent acreage assessment fee (separate from the current \$1.00/.50 acre road maintenance assessment) that would be solely held in escrow (to be held by the Rocksprings Bank) and for use only in the support of potential CCCH POA legal matters. The CCCH POA will charge each property owner \$0.25 per acre per year to establish a reasonable and viable separate fund source to enable legal action be taken by the CCCH POA to enforce deed restrictions as necessary.

14. That at such time as the CCCH POA Board may determine, the CCCH POA shall have the authority to notify each tract owner of the time, date, and a place of an annual meeting of all tract owners to be held for the primary purpose of reviewing and discussing both old and new business as well as voting for the organization of a CCCH POA management board (President, Vice President, Treasurer and Secretary). In addition, a majority of the votes of the tract owners in physical attendance at such meetings or by prior submitted written proxy shall be sufficient to transact business and for approvals or rejections of motions brought forward at such meeting. Each tract or multi-tract owner attending or represented by written proxy at such meetings shall have one vote by such owner on all business to come before the meeting.

15. Any and all overdue fee assessments upon any tract in the Cave Creek or Comanche Hills Ranch development shall become the personal obligation of the owners of such tract and as such, the CCCH POA is hereby granted a lien upon each tract to secure the due payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. In the event an overdue fee lien has been placed on property, to secure release of the lien from the CCCH POA, the payment of all back due fee assessments need to be paid in full.

16. That all property owners are considered "Advisors" and have a responsibility to report any violations of these deed restrictions to the CCCH POA Board immediately.

17. No deviation or waiver of any kind shall be permitted from these deed restrictions unless permission is granted in writing upon review and approval of the specific variance appeal by the CCCH POA board.

I, MICHAEL BETTS, acknowledge these revised Deed Restrictions for Cave Creek Comanche Hills Property Owners Association.

Michael Betts

Michael Betts, President  
Cave Creek Comanche Hills POA

7/15/2015

Date

Certificate of Acknowledgment of Notary Public

State of Texas )

County of Comal )

On July 15, 2015, before me, Kimberly Ann Boren, a notary public in and for said state, personally appeared Michael Betts, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

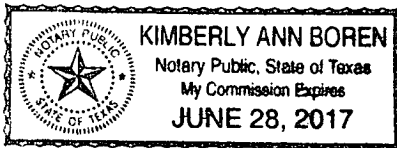
WITNESS my hand and official seal.

*Kimberly Ann Boren*

Notary Public for the State of Texas

My commission expires 6-28-2017

[NOTARY SEAL]



FILED FOR RECORD  
At 8:25 O'clock AM

JUL 17 2015

OLGA LYDIA REYES  
COUNTY CLERK  
EDWARDS COUNTY, TEXAS  
By: *[Signature]* Deputy