

DOC. NO.  
89023609

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
WESTCAVE ESTATES SUBDIVISION,  
SECTION FOUR

250  
FILM CODE  
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THIS DECLARATION is made on the date hereinafter set forth by the Tortuga Land Company, a Texas corporation, acting herein by and through its duly authorized officer, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of all the property (i.e. all of the lots, tracts and parcels of land) which comprises WestCave Estates, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Pages 170B through 172A, of the Plat Records of Travis County, Texas; and

WHEREAS, Developer desires to create on such property a residential community with a permanent park for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said park; and to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a Homeowner's Association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, Developer hereby declares that all of the property located in the subdivision described above shall be held, soled and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" shall mean the committee created pursuant to Article V of this Declaration.

2. "Association" shall mean and refer to WestCave Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contact Sellers, but excluding those having such interest merely as security for the performance of any obligation.

4. "Property" shall mean and refer to all of WestCave Estates including all of the designated lots therein, a subdivision located in Travis County and Hays County, Texas, according to the map or plat of record in Volume 86, Pages 170B through 172A, of the Plat Records of Travis County, Texas.

5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as the

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I, Dana DeBeauvoir, County Clerk of Travis County, certify this to be a true and correct copy as the same appears of record in my office. Witness my hand and seal of office on this date.

Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: Y. CORTEZ Deputy Clerk

picnic and park area adjacent to and abutting the Entrance Road to the subdivision from Brook Ranch Road, FM 12.

6. "Lot" shall mean and refer to any of the lots shown upon the recorded subdivision map of the Property, including all improvements thereon, with the exception of the Common Area.

7. "Developer" shall mean and refer to Tortuga Land Company, its successors and assigns, provided such successors and assigns shall acquire all interest of Tortuga Land Company, in WestCave Estates.

8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

#### ARTICLE II

##### PROPERTY RIGHTS IN THE COMMON AREAS

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Use of the Common Area and Lots is subject to the provisions of the Articles herein regarding Lot Restrictions and all other applicable Articles herein.

2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3. Right of Enjoyment. Any Owner's right of enjoyment of the Common Area shall be subject to the following provisions:

(a) the right of the Association to suspend the rights of a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of members agreeing to such dedication, sale or transfer has been recorded.

(c) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area.

(d) the right of the Board of Directors of the Association to adopt and enforce rules and regulations regarding the use of the Common Area.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

1. Membership in Homeowners Association. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2. Classes of Membership. The Association shall have two classes of voting membership, which shall be:

Class A: Class A Members (1) shall be the Owners, with the exception of the Developer; and (2) shall be entitled to one vote

2

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Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

Y. CORTEZ

for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast in person or by proxy with respect to any one Lot.

Class B: The Class B Member (1) shall be the Developer; and (2) shall be entitled to three votes for each Lot owned. the Class B Membership shall cease and be converted to Class A Membership at such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Developer to owners.

#### ARTICLE IV

##### ASSESSMENTS, INSURANCE AND UTILITIES

1. Creation of the Lien and Personal Obligation of Assessments. The Developer and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) monthly assessments or charges, (2) capital improvements assessments, and (3) special assessments. All assessments are to be established and collected as hereinafter provided. All assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law, be a charge on the land and a continuing lien upon the property against which each such assessment is made. Such lien shall be superior to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose of Monthly Assessments. The monthly assessments levied by the Association shall be used exclusively for the improvement, maintenance and payment of taxes of and upon the Common Area; for payment of the expenses of the Association; and for other purposes consistent with this Declaration.

3. Monthly Assessment. The Board of Directors of the Association shall establish the monthly assessment for the balance of the year following the recording of this Declaration. The monthly assessment for each Lot shall commence and shall be due on the first day of the month immediately following the conveyance of such Lot to the first Owner by Developer. The monthly assessment shall be due and payable on the first day of each month thereafter. Beginning with January 1st of the year immediately following the conveyance of the first Lot to an Owner by Developer, the Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days before each January 1st. Written notice of the amount of the applicable monthly assessment for the coming year shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

4. Capital Improvement Assessments. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a capital improvement assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; PROVIDED that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

3

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Dana DeBeauvoir, Travis County Clerk

By: Y. Cortez Deputy Clerk

Y. CORTEZ

5. Rate of Monthly and Capital Improvement Assessments. Both monthly and capital improvement assessments shall be fixed at a uniform rate for all Lots; provided, however, that the Developer shall not be required to pay the monthly assessments on Lots owned by it.

6. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 15 days nor more than 50 days in advance of the meeting. At the first such called meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Nonpayment of Assessments. Any assessment not paid on the date when due, shall be immediately delinquent and shall, together with such interest and costs of collection as is hereinafter provided, immediately become a continuing lien on the Lot which shall, to the full extent permitted by law, bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose the lien against the Lot, or (3) both, and, in either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the Common Area or abandonment of his Lot.

8. Subordination of Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the line shall relieve the delinquent Owner from his personal obligation and liability therefor.

9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein;

- (a) all property dedicated and accepted by any local governmental authority and devoted to public use;
- (b) all Common Area as defined by Article I, Section 4 hereof;
- (c) all additional Common Area which may be acquired through annexation.

10. Insurance on Common Area and Improvements on Lots. The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure any improvements which may be constructed in the Common Area against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, which insurance may include coverage against vandalism. The premium for such insurance may be included within the monthly assessments set by the Board of Directors, or

4

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Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

*[Signature]*  
Y. CORTEZ



may be the subject of a special assessment set by the Board of Directors.

The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area. The cost of such coverage shall be included as part of the monthly assessments levied by the Association.

11. Insurance by Owners. Each Owner shall be responsible at his own expense and cost for (1) fire and extended coverage insurance (i) on his Lot and any improvements thereon, (ii) on the contents of his own residence; and (iii) on any of his personal property which may be stored elsewhere on the Property, and (2) for his own personal liability insurance which is not covered by the liability insurance on the Common Area, obtained by the Association.

12. Utility Services.

(a) Underground Electric Service. The electric distribution system to each Lot shall be installed underground. All electric service lines on Each Lot shall also be installed underground.

(b) Underground Telephone Service. The telephone service connected to each Lot, shall be installed underground. All telephone service lines on each Lot shall also be installed underground.

(c) Variances. Any Owner desiring a variance from these restrictions may request such variance from the Architectural Control Committee in accordance with the terms of Article IV, Section 10, of this Declaration.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

1. Members. The Architectural Control Committee shall consist of three members designated by the Developer until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Developer to Owners. Upon the sale of said number of residential Lots, the members of the committee shall be designated by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvement of any kind, including but not limited to, residences, accessory building, swimming pools, wells, septic systems, antennae (on a structure or on a Lot) flag poles, fences, walls, mail boxes, exterior lighting, patios, tennis courts, roof overhangs, sidewalks, driveways, or any other improvement shall be constructed, placed, or maintained upon any Lot and no alteration of the exterior of any improvement shall be made until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvements plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the well, the septic system, the residence, the driveway, the landscaping, the grading plan, any fencing, and any walls, and (3) the name of the Builder, have been submitted to and approved in

5

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Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

*[Signature]*  
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writing by the Architectural Control Committee. All Builders who are members of either the National Association of Home Builders or the HOW builders Program shall automatically be approved by the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alterations on Lot within the Property conform to and harmonize with the surrounding improvements, environment, topography, and finished grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider request for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners, (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. Non-liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

#### ARTICLE VI

#### RESTRICTIONS ON LOTS

The following restrictions are imposed as a common scheme upon each Lot and the Common Area, for the benefit of every other Lot and the Common Area, and may be enforced by any Owner or the Association.

1. Resubdivision. No Lot shall be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision is expressly approved in writing by a majority vote of the Homeowners Association. Notwithstanding anything to the contrary herein, under no circumstances shall any resubdivision be approved unless (1) all Lots resulting from such resubdivision are one (1) acre in size and have adequate access, and (2) adequate utility easements are created.

2. Residential Use. Each Lot shall be used for single family residential purposes only and no part of any Lot shall be used for any business or commercial purpose or for carrying on a trade or profession; provided, however, that (1) a home office incidental to a Lot Owner's business may be maintained within the Owner's residence, and (2) Developer may construct, occupy and maintain a temporary sales office on any unsold Lot.

6

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Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

*[Signature]*  
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3. Single Family Dwellings. No more than one single family dwelling shall be erected on a Lot.

4. Size and Construction of Residences. Each permanent residence constructed on a Lot shall have a living area of no less than one thousand six hundred square feet (1600 square feet) exclusive of garages, carports and porches. Separate garage building, storage facilities, servants' quarters and guest houses shall be of all new material and shall be of equivalent and harmonious construction, design and color to the main residence. No garage entrance shall face the same direction as the front of the main residence. All construction shall have the prior written approval of the Architectural Control Committee. The location and specifications of the well and the septic system shall be expressly approved in writing by the Architectural Control Committee prior to the beginning of the construction of the primary residence.

5. Set-Back Lines. All improvements except fences shall be set back a minimum of 35 feet from the front property line adjacent to the street and 20 feet from the side and rear property lines, except that any barn shall be a minimum of 45 feet from any property line. Any Lot Owner desiring a variance from these setback lines may request such variance from the Architectural Control Committee in accordance with the terms of Article IV, Section 10, of this Declaration. No improvement shall be placed or permitted to remain in these reserved setback areas. For the purpose of this covenant, eaves, steps, and open porches shall be considered improvements. Fences may be constructed to the Lot property lines, but must be of a type approved by the Architectural Control Committee, and must be of wood and/or masonry construction if placed across the front of the lot, or partially across the front of the lot facing the street. Within designated easements no improvement shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change or retard the flow of water through drainage channels in any easement.

6. Restrictions on Trailers and Mobile and Manufactured Homes. No residence trailers or mobile homes shall be allowed on any Lot. No old houses shall be moved on, and no prefabricated homes or manufactured homes shall be allowed on any Lot without the prior written consent of the Architectural Control Committee. Used lumber may be used for construction only after the prior written consent of the Architectural Control Committee is obtained.

7. Order of Construction. Permanent residences must be built before any other construction may commence on a Lot. The exterior of any residence (1) shall be completed within eight (8) months after commencement of construction, and (2) shall be completed before occupancy may commence.

8. Driveways. All driveways shall be paved with (1) asphalt, (2) concrete, or (3) other material which has been approved by the Architectural Control Committee, and such paving shall be completed within two years after the completion of construction of the exterior of the primary residence.

9. Construction Site Must be Mowed. No construction of any improvements may be commenced until the construction site area and the access area to the construction site have been mowed.

10. Septic Tank Systems. If a septic-tank soil-absorption sewage-disposal system is installed, such system shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and shall be inspected by the appropriate duly authorized agent of either the Travis or Hays County Health Department, depending on the location of the Lot. Written certification by the inspecting agency that

7

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Date: 10/04/2021

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Dana DeBeauvoir, Travis County Clerk

Deputy Clerk

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such installation is within said recommendations shall be presented to Developer by Owner prior to Owner's occupancy of any improvements constructed on Owner's Lot.

11. Mail Boxes. All mail boxes shall be of a type and design and place in a location approved by the Architectural Control Committee and shall meet the requirements of the postal authorities.

12. Drainage Structures. Drainage structures under private driveways (1) shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and (2) shall be constructed and maintained in accordance with all applicable city, county, state, etc., and any other controlling governmental authority's specifications and regulations.

13. Toxic Substances. The Architectural Control Committee shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including but not limited to herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property, or the environment.

14. Diseased Trees and Plants. The WestCave Homeowners Association may enter upon any part of WestCave Estates at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost of any such action taken on a individual Lot Owner's Lot may be levied by the Association as a specific assessment against such Lot pursuant to Article IV of this Declaration.

15. Outside Toilets. No outside toilets shall be permitted on any Lot at any time except temporarily during the construction of improvements on such Lot for the benefit of the construction workers.

16. Animals. No poultry, cattle or other animals may be kept or maintained on any Lot, except (1) ordinary household pets, (2) animals for 4-H or Future Farmers purposes as specified in #17 below, and (3) one horse for each full acre owned and one horse for any portion of an acre owned over a full acre, provided that fencing of an approved manner is provided; i.e. if a Lot Owner owns one (1) acre, he may keep one (1) horse on his Lot, if he owns 1.1 acres he may keep two (2) horses on his Lot, if he owns 2.1 acres he may keep three (3) horses on his Lot, etc.

17. Animals for 4-H or Future Farmers Purposes. If any member of an Owner's family is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmer of America, then one animal per each such member (but not in excess of three) shall be permitted for the purposes of raising such animal for competition or as part of a club project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosures, (2) the Lot shall be kept clean and in a sanitary and odorless condition and (3) the animal shall be removed from the Lot upon the completion of the competition or the club project.

18. Nuisance. No part of any Lot shall be used (1) for the sale, display, or storage of junk, or used automobiles, or (2) for any activity that shall constitute a public or private nuisance. The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectional, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of the WestCave Estates Subdivision, the State of Texas, or the United States.

19. Annoyance. No activity shall be carried on upon any Lot or the Common Area which might reasonably be considered as giving



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By: \_\_\_\_\_

Deputy Clerk

Y. CORTEZ



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 may be in the nature of a hobby and not carried on for profit.

20. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise therefrom so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. The Architectural Control Committee may control the location and type of refuse, garbage, and trash containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any Lot. Material of any kind which is stored on a Lot shall be arranged in an orderly manner on the rear one-third of such Lot, shall be properly covered, and shall be allowed only so long as the Architectural Control Committee in its best and sole judgment deems such storage to be in the best interest of the Property.

21. Vehicles, Unsightly Articles, Screening of Certain Items. No articles deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or property or public or private streets. Without limiting the generality of the foregoing, trailers, recreational vehicles, campers, trucks (other than pickups), boats, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks, with the exception of water well tanks, shall be kept within an enclosed structure or permanently screened from view. Water well tanks shall be painted to match the surrounding environment. All air conditioning compressors shall be permanently screened from view by a fence.

22. Trucks and Machinery. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvements on such Lot.

23. Vehicle Parking on road Forbidden. No vehicles of any type shall be parked upon the roads or rights-of-way within the WestCave Estates.

24. Aircraft. No aircraft other than helicopters shall be launched from or may land on any portion of a Lot. Helicopters shall only be launched from and shall only land on helipads which have been constructed with the prior written approval of the Architectural Committee.

25. Antenna, Electronic Interference and Clotheslines. No exterior radio or television antenna, aerial, or dish and no permanent (erected for a period longer than six (6) consecutive days) clotheslines shall be erected or maintained on any Lot without the prior written approval of the Architectural Control Committee. No Lot Owner shall engage in any activity which interferes with any other Lot Owner's television, radio or home computer use.

26. Signs. No signs of any kind shall be displayed for public view on any Lot except signs which have been approved by the



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Dana DeBeauvoir, Travis County Clerk

Deputy Clerk

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Architectural Control Committee. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

27. Firearms, Explosives, and Fires. No firearms (except firearms for the protection of the Owner's family and property) may be maintained or discharged on any Lot or the Common Area. No other explosives, including but not limited to firecrackers and fireworks of any kind, shall be discharged on any Lot or the Common Area. No open fires shall be lighted or permitted on the Property except (a) in a contained barbecue unit while attended and in use for cooking purposes or (b) within a safe and well-designed interior fireplace.

28. Non-Discrimination. No action shall at any time be taken by (1) the Association, (2) the Association's Board of Directors or (3) the Architectural Control Committee which in any manner would discriminate against Owner or Owners in favor of the other Owners.

29. Common Area. No planting or gardening shall be done by any Owner in the Common Area. All planting, installation, maintenance, upkeep and repairs of the Common Area shall be the responsibility of the Homeowners Association.

#### ARTICLE VII

##### MAINTENANCE AND REPAIRS

1. Maintenance by the Association. The Association shall provide all maintenance upon the Common Area.

In the event the Association determines that a need for Common Area maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner's Lot is subject.

2. Maintenance by Owner. The Owner shall maintain and keep in repair the following: all exterior maintenance upon each Lot including, but not limited to, maintenance of roofs, gutters and downspouts, if any, exterior building surfaces, fences, trees, shrubs, grass, landscaping, walks, glass surfaces, window and door fixtures, light fixtures, the septic system, and the well.

An Owner shall not do any act or perform any work which will impair any easement. Nor shall an Owner do any act, perform any work or allow any condition to exist which will adversely affect any other residences or their Owners.

#### ARTICLE VIII

##### EASEMENTS

1. Construction Easements. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the owners so affected agree that minor encroachments of parts of the adjacent residential units on Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

2. Utility and Emergency Easements. There is hereby created a blanket easement upon, across, over and under all Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, telephones, TV cable, and electricity. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to

10

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

10900 1142



I, Dana DeBeauvoir, County Clerk of Travis County, certify this to be a true and correct copy as the same appears of record in my office. Witness my hand and seal of office on this date.

Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

*[Signature]*  
Y CORTEZ

enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided herein. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said Property without conflicting the terms hereof.

#### ARTICLE IX

##### LIABILITY OF BOARD OF DIRECTORS

The members of the Board of Directors of and the officers of the Association shall not be liable to any Owner or any person claiming by or through any Owner for any act or omission of such Director or officer in the performance of his duties unless such act or omission involves gross negligence, bad faith or reckless disregard to his duties. The Association shall have the power to indemnify all such Directors and officers from all claims, demands, actions and proceedings and any expenses in connection therewith, unless such Director or officer is judicially declared to have acted in a grossly negligent manner, with bad faith, or in reckless disregard of his duties.

#### ARTICLE X

##### GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorneys' fees and other expenses incurred in such enforcement. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the covenant or restriction, or of the right to enforce same thereafter.

2. Conveyances Subject To. Conveyances of each Lot and tract contained in the Property shall be made subject to each and every valid and existing mineral and/or royalty reservation, right of way, easement, condition, exception, restriction and covenant of whatsoever nature of record whether or not the same is expressly stated or contained in a deed or deeds conveying such Lot or tract.

3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1991, after which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the subdivision cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision; provided however, that the Developer, its successors or assigns reserves the right to alter and amend this Declaration to promote aesthetic development and to avoid hardship. To be valid, any such amendment must be recorded.

5. Bylaws and Regulations. All Owners agree to abide by the Bylaws of WestCave Estates Homeowners Association, Inc., and the Rules and Regulations promulgated by the Board of Directors pursuant to said Bylaws.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

11

10900 1143



I, Dana DeBeauvoir, County Clerk of Travis County, certify this to be a true and correct copy as the same appears of record in my office. Witness my hand and seal of office on this date.

Date: 10/04/2021

Dana DeBeauvoir, Travis County Clerk

By: \_\_\_\_\_

Deputy Clerk

Y. CORTEZ

ARTICLE XI

DRILLING AND MINING OF HYDRO CARBON MINERALS

Drilling and Mining. Under these restrictions no Owner, his heirs, successors, or assigns shall drill on his property or any of the Common Area included in the property Owner's Association for oil, gas, or other Hydro Carbon related minerals nor shall there be any strip mining conducted on any such property.

This restriction does not apply to the drilling of water wells nor the installation of septic systems, swimming pools or any other excavation necessary for the construction of a residence, such to be approved under the above provisions by the Architectural Control Board.

ARTICLE XII

NOTICE

All notices given or required to be given by the Homeowners Association or the Board of Directors to Association Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Homeowners Association, and shall be deemed given when mailed.

Executed this 22nd day of MARCH, 1989.

DEVELOPER:

TORTUGA LAND COMPANY

By: [Signature]  
Vice President and Secretary

STATE OF TEXAS      §  
COUNTY OF TRAVIS   §  
                                 §

This instrument was acknowledged before me on the 22nd day of March, 1989, by William D. Cromwell, III, Vice President and Secretary of the Tortuga Land Company, on behalf of said corporation.



[Signature]  
Notary Public

Harland Falkenberg  
Printed name of Notary

My Commission Expires: 10-20-89

STATE OF TEXAS      COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me, and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

MAR 22 1989



[Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
10900 1144

FILED

1989 MAR 22 PM 4:42

DANA E. DEBEVOIR, JR.  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

12

return  
Thomas Butler  
650 Misk Tower  
221 W. 6th St.  
Austin, TX 78701



I, Dana DeBeauvoir, County Clerk of Travis County, certify this to be a true and correct copy as the same appears of record in my office. Witness my hand and seal of office on this date.

Date: 10/04/2021

[Signature] Dana DeBeauvoir, Travis County Clerk

By: [Signature] Deputy Clerk

Y. CORTEZ