

THE STATE OF TEXAS |  
COUNTY OF BASTROP |

Reservations and Restrictions  
of Cedar Hills Section 2

9658  
DEED RECORDS.

WHEREAS, Mina Land Company, a Texas corporation maintaining its principal office and place of business in Elgin, Bastrop County, Texas, hereinafter referred to as developer, is the owner of the following described land situated in Bastrop County, Texas, to-wit:

All that certain property in Bastrop County, Texas, known as Cedar Hills Section #2, according to the map or plat thereof filed for record in the office of the County Clerk of Bastrop County, Texas, on the 13 day of August, 1973, under County Clerk's File No. 9658, hereinafter sometimes referred to as "the Subdivision." The plat is recorded in Volume 3 at page 36 of the Plat Records of Bastrop County.

WHEREAS, developer desires the development of its property to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing the reservations, restrictions and other provisions hereinafter set forth upon and against all lots and properties in said section.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the developer does hereby make, adopt and establish the reservations, restrictions and other provisions (including, without limitation, reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations) hereinafter set forth applicable to the parcels in Cedar Hills Section 2, a subdivision in Bastrop County, Texas, according to the map or plat filed in the office of the County Clerk of Bastrop County, Texas. Said map or plat has been duly authenticated with proper certificates subject to the reservations, restrictions and other provisions herein contained and said map or plat is subject only to such minor changes as, in the judgement of developer, are necessitated by the efficient installation of improvements.

Restrictions

(1) Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that the developer has the right to designate one or more lots for use as parks and lots or areas which will be unrestricted since they may be used for commercial purposes, at the option of the developer.

(2) Let area. No lot shall be re-subdivided without the specific approval of the Architectural Control Committee.

(3) Cedar Hills Civic Club. All property owners shall be members of the Civic Club. Such club shall exercise the following functions and any others set forth herein or that may from time to time be found beneficial by the membership.

- (a) The club shall advise developer regarding appointments to the Architectural Control Committee;
- (b) The club shall govern and administer the maintenance of all common areas throughout the subdivision; and
- (c) The club shall make rules concerning its membership and the performance of its functions.

(4) Maintenance charge. Each lot is subject to an annual maintenance charge of \$50.00 per lot payable to the Cedar Hills Civic Club by the owner of such lot on the first of January of each year beginning January 1, 1974. The Cedar Hills Civic Club may from time to time informally raise or lower the amount of such charge.

(5) Architectural Control Committee. An Architectural Control Committee shall be appointed, from time to time, by the developer, with the advice of the Civic Club. It shall be the purpose of such Committee, in reviewing plans, specifications and plat plans, to ensure for all owners, harmony of external and structural design and quality. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

(6) Structures.

- (a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 1,000 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages.
- (b) No improvements shall be placed or altered on any lot until the building plans, specifications and plat plans shewing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plat plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgement of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plat plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

- (c) No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph (b) above, and sanitary sewerage disposal facilities (complying with (17) below) are completely finished.
- (d) No structure shall be located on any lot nearer than fifty (50) feet to any exterior lot line (i. e., any street); nor nearer than fifteen (15) feet to any interior lot line; except that:
  - (i) These lots numbered 75-104 in Section 2, as recorded in the plat files of Bastrop County, Texas in Volume 3 Page 36 on August 13, 1973, shall have no structure located nearer than twenty-five (25) feet to any exterior lot line (i. e., any street) nor nearer than ten (10) feet to any interior lot line.
  - (ii) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered one lot.
  - (iii) The set-back lines may, in particular cases, be relaxed by decision of the Architectural Control Committee, if, in its sole opinion, the above prescribed distances are not feasible by virtue of the physical characteristics of the lot in question.
- (e) No trailer, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot.
- (f) With reasonable diligence, and in all events within six (6) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior.

(g) N fence, wall, hedge or radio or television  
aerials shall be built nearer to any street  
than the building setback line therefrom.

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Further, no fence, wall, or hedge or radio  
or television aerials shall be built at any  
other location on any lot prior to submitting  
a detailed drawing to the Architectural  
Control Committee and obtaining its written  
approval thereof.

(7) Signs. No "For Sale" or "For Rent" signs may be  
displayed without the prior written approval of developer; and  
no other type of sign or advertising may be displayed on any lot.  
Developer shall have the right to maintain an office within the  
subdivision and have the right to display signs for the purpose  
of promotion.

(8) Nuisances. No noxious or offensive activity shall  
be carried on or maintained on any lot in the Subdivision, nor  
shall anything be done or permitted to be done thereon which may  
be or become a nuisance in the neighborhood.

(9) Firearms. The use or discharge of firearms is  
expressly prohibited within the Subdivision.

(10) Garbage and trash disposal. No lot shall be used  
as a dumping ground or rubbish. Trash, garbage, and other waste  
shall be kept in sanitary containers. Any incinerator or other  
equipment for the storage or disposal of such material shall be  
kept in a clean, sanitary, and sightly condition. During the  
construction of improvements, no trash shall be burned on any  
lot except in a safe incinerator; and, unless so burned, shall  
be removed by the lot owner to a location designated by the developer.

(11) Storage of materials. No building material of any  
kind shall be placed or stored upon any lot except during construc-  
tion; and then, such material shall be placed within the property  
lines of the lot on which the improvements are to be erected.

(12) Animals. No horses, cows, poultry, or livestock  
of any kind (other than house pets) may be kept on any lot.

(13) Drainage structures. Drainage structures under private driveways must be approved by the Architectural Control Committee and shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

(14) Unsightly storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, or unsightly vehicles shall be kept for the purpose of repair on any lots or drives, except in garages, carports or storage facilities.

(15) Off-street parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for his vehicle or vehicles.

(16) Condition of lots. In order to ensure that the subdivision is maintained in an attractive manner, the owner of each lot shall preserve all trees on his lot and keep grass, weeds and vegetation trimmed or cut except where the cutting of trees or the growth of such vegetation is a part of a building or landscaping plan approved by the Architectural Control Committee. Upon failure of the owner to so maintain his property within thirty (30) days after notice to said owner of such condition, then developer or its agent may enter upon said lot to remedy the condition at the expense of the owner--provided that the expense shall not exceed Fifteen Dollars (\$15.00) per lot annually.

(17) Sewerage. No outside toilets will be permitted. No means of sewerage disposal may be installed or used except a septic tank or similar improved sanitary method of sewerage disposal meeting the requirements and approval of the proper governmental authorities having jurisdiction with respect thereto, and if there is no exercise of governmental authority such disposal system shall be approved by a registered sanitary engineer. The drainage of septic tanks or other sewerage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.

(18) Easements, etc. Perpetual easements are reserved over and across the lots in the subdivision for the purpose of installing, repairing, and maintaining, or conveying to proper parties so that they may install, repair, and maintain, electric power, water, sewerage, cable TV, drainage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the subdivision as follows:

- (a) There shall be a 10-foot utility easement running the length of each property line, and in instances in which lot owner's surrounding terrain may necessitate the location of lines outside these precise areas, access may be had at all reasonable times thereto, for maintenance, repair and replacement purposes, without the lot owners being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. However, where one owner has two or more contiguous lots and wishes to construct improvements crossing a property line or lines, the easement herein reserved is automatically voided as to that property line, and no utility company shall have the right to claim such easement.

- (b) Bridle path easements shown on the recorded plat are hereby adopted in these restrictions.

(19) Oil, gas and mineral development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derrick or other structure designed for use in boring or drilling

for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the subdivision at any time while these restrictions remain in force and effect.

(20) Subdivision of larger tracts. No property shall be subdivided without the prior approval of the developer and the Architectural Control Committee. A property owner purchasing acreage of two acres or more may not subdivide that property prior to July 14, 1976. Any such future subdivision shall include lots of not less than  $3/4$  of an acre and shall be subject to all Cedar Hills restrictions as filed and consistent with the general scheme of the subdivision. There shall be no subdivision of lots of two acres or less.

(21) Covenants running with the land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

(22) Partial invalidity. Invalidity of any covenant, restriction, etc. (by court judgment or otherwise), shall not affect, in any, the validity of all other such covenants, restrictions, etc.--all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.



(23) Duration of restrictions.

- (a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until October 16, 2003.
- (b) At the end of the terms provided in (23) (a) above, and at the end of each ten (10) years extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the lots in the subdivision of the lots in the subdivision and shall have been recorded in the office of the County Clerk of Bastrop County, Texas, agreeing to change said restrictions and covenants, in whole or in part.

1973.

Executed as of this the 4th day of December

Mina Land, Inc.

By: William P. Webster  
President

CORPORATE SEAL

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THE STATE OF TEXAS

COUNTY OF Bastrop

BEFORE ME, the undersigned, on this day personally appeared WILLIAM P. WEBSTER, President of MINA LAND, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said MINA LAND, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 4th day of December, 1973.

NOTARY SEAL

Ray L. Lusk  
Notary Public in and for  
Bastrop County, Texas

My commission expires:  
6-1-75

STATE OF TEXAS                      COUNTY OF BASTROP  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Bastrop County, Texas, as Stamped hereon by me, on

DEC 13 1973



Lusille McCullough  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

FILED DEC 5 1973  
2:45 P.M.  
Lusille McCullough  
COUNTY CLERK  
BASTROP COUNTY, TEXAS