

# DECLARATION OF RESTRICTIONS

OF

## CEDAR OAKS ESTATES, PHASE I AND PHASE II

### THE WOODS AT CEDAR OAKS, SECTION ONE AND SECTION TWO

#### A SUBDIVISION IN BELL COUNTY, TEXAS

CEDAR OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., referred to as "DECLARANT", declares that the land described below is held and will be conveyed subject to the covenants, conditions and other restrictions set forth in this instrument:

150.166 acres of land out of and a part of the JOHN HOBSON SURVEY, ABSTRACT NO. 381, in Bell County, Texas, also known as Cedar Oaks Estates Phases I and II, and the Woods of Cedar Oaks Sections One and Two.

#### **Purpose of Restrictions**

The purpose of these restrictions is to prevent the impairment of the value of the property and to maintain the desired character of the property, and thereby to secure to each owner the full benefit of and enjoyment of his or her property, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other surrounding owners.

#### **Restrictions**

Now, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, 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 shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

#### **ARTICLE ONE—DEFINITIONS**

##### **Owner**

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

##### **Properties**

1.02. "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarant.

##### **Lot**

1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map of the Plat Records of Bell County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area or any other reserves shown on the said map or plat.

## **Declarant**

1.04. "Declarant" shall refer to CEDAR OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

## **ARTICLE TWO—ARCHITECTURAL CONTROL**

### **Architectural Control Committee**

2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant.

### **Approval of Plans and Specifications**

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

### **Failure of Committee to Act**

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

## **ARTICLE THREE—EXTERIOR MAINTENANCE**

3.01. Owners of any Lot shall maintain the premises and the improvements situated thereon in a neat and orderly manner and shall not create or permit any condition to exist on the premises that may constitute a health or safety risk or nuisance to the owners of other properties in the subdivision.

## **ARTICLE FOUR—USE RESTRICTIONS**

### **Type of Building Permitted**

4.01. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) automobiles, and other non-commercial outbuildings which are approved prior to construction by the Architectural Control Committee. No garage, whether attached to or detached from the building, shall open to the street.

### **Minimum Floor Area and Exterior Walls**

4.02. Any residence constructed on said **Lots in Cedar Oaks Estates, Phases I and II must not contain less than 1,850 square feet of living area**, any residence constructed on said Lots in **The Woods at Cedar Oaks, Sections One and Two, must not contain less than 2,250 square feet of living area**, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. No dwelling, garage or outbuilding shall be constructed on any Lot in **Cedar Oaks Estates, Phases I and II and in the Woods at Cedar Oaks, Section One, unless at least eighty (80%) of the exterior of the ground floor of such dwelling, garage or outbuilding, shall be of brick, stone veneer, masonry** (not to include "Hardi plank" or similar siding material), and/or glass construction, unless written consent is obtained from the Architectural Control Committee. No dwelling in **The Woods at Cedar Oaks, Section Two, unless at least ninety (90%) of the exterior of the ground floor of such dwelling, garage or outbuilding, shall be of brick, stone veneer, masonry** (not to include "Hardi plank" or similar siding material), and/or glass construction, unless written consent is obtained from the Architectural Control Committee.

### **Roof Material**

4.03. The roofs of all dwellings, garages or outbuildings constructed on said lots shall be of composition or metal materials, unless consent is obtained from the Architectural Control Committee.

### **Setbacks**

4.04. No building shall be located on any Lot nearer than 75 feet to the front Lot line or nearer to the side line than the setback lines shown on the recorded plat. In no event shall any front or side setback line be less than 20 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original platted Lot.

### **Re-subdivision or Consolidation**

4.05. None of said Lots shall be re-subdivided in any fashion.

### **Utility Easements**

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.07. No fences or other improvements shall be constructed within the drainage and public utility easement located on the rear of each lot as reflected on the plat of the subdivision.

4.08. An easement for the installation and maintenance of utilities is reserved along the rear 30 feet of Lots 15 through 23 of Block 2 of The woods at Cedar Oaks, Section one, and no fence or other improvement shall be constructed within the rear 40 feet of such lots.

### **Landscaping Easements**

4.09. Easements for the installation and maintenance of landscaping, including fences, masonry columns, signage, irrigation systems, and lighting, are reserved as shown on the recorded plat. No owner shall construct any structures, fences or other improvements within such easements without the express consent of the Architectural Control Committee. However, a driveway providing access to a residential structure constructed on a lot may be constructed across the easement at a location approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to assess from the owners of each lot in the Subdivision amounts which may be reasonably necessary to provide upkeep, maintenance and repair of such landscaping and improvements.

### **Noxious or Offensive Activities Prohibited**

4.10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### **Prohibited Residential Uses**

4.11. No structure of a temporary character, trailer, trailer house, prefabricated house, tent, shack, garage, garage apartment, manufactured home, or mobile home shall be used as a dwelling except during construction of a dwelling, and then for a period not to exceed ninety (90) days.

### **Signs**

4.12. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

### **Fences for Dogs**

4.13. Dogs which may be kept on any lot shall be restrained at all times by a leash or kept inside a fence suitable for controlling such dogs, which fence shall be in compliance with the restrictions applicable to fences. No temporary fences, dog runs or pens of any type shall be allowed on the property.

### **Window Coverings**

4.14. Any windows on any structure constructed on a lot, which window is visible from any other lot or from any street shall be maintained with window coverings manufactured and designed for such purpose, and shall not be covered with bed sheets, plywood, cardboard or other materials not intended to be used as window coverings.

### **Yard Maintenance**

4.15. All portions of any lot in the subdivision which shall be visible from any other lot or from a street shall be kept at all times free and clear of debris, trash and materials which are offensive to a reasonable person. In addition, all grass, shrubbery, greenery and other landscaping material shall be kept in a good and orderly condition, and shall be reasonably mowed and free of weeds.

### **Trash Receptacles**

4.16. All trash and rubbish shall be kept in appropriate containers intended for temporary storage of trash and rubbish, and shall be placed adjacent to the house or any building structure on a lot, and shall be placed adjacent to, but not on the street, for purposes of trash pickup.

### **Rubbish, Trash and Garbage**

4.17. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

### **Oil Development and Mining Prohibited**

4.18. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

### **Sewage Disposal**

4.19. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Bell County Public Health Department and the State of Texas. Approval of the system as installed shall be obtained from that authority. No open or out-door privies shall be placed or permitted to be placed within the area.

### **Water Supply**

4.20. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of Bell County Public Health Department. Approval of the system as installed shall be obtained from that authority.

### **Underground Utilities**

4.21. All utility lines across any Lot, including electricity, telephone, cable television, water, sewer and natural gas, shall be placed underground at depths and locations which provide reasonable safety and do not interfere with reasonable use of the surface of any other Lot or common areas. Any utility lines which shall be required to be located above the surface of the ground shall be located or immediately adjacent to the lot line.

### **Animals**

4.22. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that of dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose. Domestic animals shall be kept within the confines of the Owner's Lot when not tended and shall be limited to not more than two (2) dogs and four (4) household pets.

### **Fences, Walls, Hedges and Utility Meters**

4.23. No fence, wall, or hedge which shall be located along the front lot line or within the area from the front lot line to the front of the home constructed or shall be constructed on the Lot. No fence or wall shall be constructed of sheet metal, barbed wire, or other materials not approved by the Architectural Control Committee.

### **Trucks, Buses and Trailers**

4.24. No truck of a size greater than one (1) ton, bus, trailer, or motor home shall be parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck, bus, trailer, or motor home shall be parked on any part of any lot that is closer to the street than the rear wall of the house constructed on said Lot.

### **Prohibited Activities**

4.25. No professional business or commercial activity to which the general public is invited shall be conducted on any Lot.

4.26. No satellite dishes, television antennas, or microwave dishes shall be permitted in the front yard or on the roofs of dwellings or any other area on the lot which is visible from the street.

### **Vehicles**

4.27. No Lot, nor any part thereof, shall be used for storage, temporary or otherwise, of any junk automobile, or automobile parts thereof, nor shall any Lot, or street, or driveway be used as a place to park, keep, or store any type of vehicle except those in good working order regularly used and driven by the occupants of such lot.

### **Burning Brush**

4.28. When burning brush, it shall be burned only on Owner's Lot, with water or County Fire Marshall immediately available at time of burning.

### **Driveways**

4.29 Any driveway constructed on a lot shall be of concrete or asphalt, and shall be maintained in a good condition at all times.

## **ARTICLE FIVE—EASEMENTS**

### **Reservation of Easements**

5.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in the Plat Records of Bell County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance,

repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

## **ARTICLE SIX—HOMEOWNERS’ ASSOCIATION**

### **Members**

6.01. Every record owner of a lot, whether one or more persons or entities, located in CEDAR OAKS ESTATES, Phases I and II, and THE WOODS AT CEDAR OAKS, Sections One and Two, a subdivision in Bell County, Texas, shall be a member of the CEDAR OAKS ESTATES HOMEOWNERS’ ASSOCIATION, INC. and shall be subject to the Articles of Incorporation and Bylaws of said non-profit corporation. The members of the Association will have the responsibility of administering and enforcing the covenants, conditions, and restrictions contained herein.

### **Assessments**

6.02. Each member jointly and severally, by the acceptance of a deed or other instrument of conveyance to a lot in CEDAR OAKS ESTATES, PHASES I AND II, and THE WOODS AT CEDAR OAKS, SECTIONS ONE AND TWO, shall be deemed to covenant and agree to pay to the CEDAR OAKS ESTATES HOMEOWNERS’ ASSOCIATION, INC. an annual and special assessments fee for capital improvements on said lot as determined by the Board of Directors. The annual and special assessments rate may be changed by the Directors of the Association from time to time, but not more often than once every six (6) months; provided that any change shall have the consent of two-thirds affirmative vote of the property owners with one (1) vote being allotted to each plot. Any member who has not paid in full all assessments levied by the Association shall not be eligible to vote. Written notice of assessments shall be sent to all members not less than fifteen (15) days or more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The assessments, together with interest costs, taxes and reasonable attorney fees, if any, shall be a charge on the land and shall be a continuing lien upon the lots against which each assessment is made. Each assessment shall also be the obligation of the person or entity who was the owner of such lot at the time when the assessment fell due, which is the first of each month.

### **Purposes**

6.03. The purposes for which the Association is organized are those which include, but are not limited to, the management of, owning, developing, and maintaining the common areas of CEDAR OAKS ESTATES, phases I and II and THE WOODS AT CEDAR OAKS, Sections One and Two, and the Landscaping Easements and the retention pond located in CEDAR OAKS ESTATES. It is the Association’s intention that all common areas be preserved for their intended purposes, which is to enhance the appearance of the common areas to the public, and to provide for the common benefit and welfare of the owners of Lots in the subdivisions.

### **Maintenance Fund**

6.04. Annual and special assessments collected shall be combined into a single “Maintenance Fund” to be expended for owning, developing, and maintenance and for the payment of taxes of common areas described herein. Additional common areas may be added at a later date provided that any such change shall have the consent of two-thirds affirmative vote of the property owners. The Homeowners’ Association’s Board of Directors will appoint a responsible person or persons who will act as the Custodian and Administrator of said Maintenance Fund, and shall have the right to collect, hold and expend any and all monies paid or to be paid into said Fund to carry out the provisions hereof.

Annual and special assessments shall not apply to Developer, as owner of or holder of title of any such lots, nor shall it apply to any lot purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on thereafter selling same, but upon any sale of any such lot, then such assessments charges shall become effective and accrue against such lot or lots. It is agreed and understood that the judgment of the board of Directors of CEDAR OAKS ESTATES HOMEOWNERS’ ASSOCIATION, INC. or its successors assigned as custodian and Administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof, shall be binding, final and conclusive on all parties at interest.

### **Assessments Due Date**

6.05. All assessments shall be due and made payable to the Association on the FIRST DAY OF JANUARY of each year. This assessment will be for dues for that calendar year. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The CEDAR OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC. may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the property. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of the lot. Assessments paid upon closing on a home or lot will apply to the year in which they are collected, and assessment for the following year will be due and payable on the first day of January the following calendar year.

### **Lien for Assessments**

6.06. The lien of the assessments provided for herein shall be subordinate and inferior to any lien upon the lot given to secure an obligation for purchase money, construction costs, or any subsequent improvements created by a mechanic's lien. Sale or transfer of any lot shall not affect the assessment lien and any purchaser of a lot shall take it subject to any such liens for assessments.

## **ARTICLE SEVEN—GENERAL PROVISIONS**

### **Enforcement**

7.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **Severability**

7.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

### **Duration and Amendment**

7.03. The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the lot owners and thereafter by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Public Records of Real Property of Bell County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

7.04. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

7.05. CEDAR OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC. does hereby certify that the land comprising CEDAR OAKS ESTATES Phases I and II and THE WOODS AT CEDAR OAKS, Sections One and Two subdivisions are indicated in the field notes and plat filed with Bell County, and is wholly within Bell County, Texas.