

RESTRICTIONS TO CEDAR MOUNTAIN ESTATES

PART ONE

3634

THE STATE OF TEXAS:
COUNTY OF CORYELL:

KNOW ALL MEN BY THESE PRESENTS:

THAT Bobby Carothers, R.C. Byrd and Ronald Paul being the owners of all lots in all blocks of CEDAR MOUNTAIN ESTATES, a subdivision out of the S.J. Martin, J.T. Jones, Margret Gorum and B. Kelly Surveys in Coryell County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 11, of the Coryell County Deed Records; and such Owner desires to adopt a plan for the development of subject property which will be binding upon it, and its successors and assigns in title, to the land in said subdivision;

NOW, THEREFORE, for and in consideration of the mutual benefits to the Owners and future Owners of the above described property, herein called "Subject Property", Owner does hereby make Subject Property subject to the following restrictive covenants, to-wit:

I.

All lots in said subdivision shall be known and described as residential lots with the exception of Lots 6 and 2 in Block 1 and 2, which may be used for residential or commercial purposes at the option of Cedar Mountain Estates.

II.

No building shall be erected, altered, placed or permitted to remain on any tract other than one single family residence. Detached garages, work shops and barns may be constructed on the property so long as they are of new construction, kept in good repair, and are not used for residential purposes. All single family residences must have at least 1200 square feet of living area, excluding garage and storage areas. All residences in said subdivision shall have not less than 60% masonry over exterior walls or shall be of redwood or cedar construction or any combination of masonry and redwood or cedar. No prefabricated structure or manufactured housing shall be constructed on or

placed on any lot as the primary residence located on said lot.

III.

No building of any kind shall be located on any tract nearer than 35 feet from front and 25 feet to any side or back tract line. No building of any kind, with the exception of residence, shall be located nearer than 100 feet to any public road; provided, however, as to any tract, Owner may waive or alter any such set-back line if, in the exercise of Owner's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed Records of Coryell County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

IV.

In the event any livestock are kept on Subject Property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced; provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property except poultry for personal use of the owner. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; in this regard no more than four adult dogs or cats shall be allowed to be kept on any lot. This provision shall not prevent any individual owning dogs or cats from raising the offspring of animals allowed by this provision provided such offspring are removed from such lot within a reasonable time after weaning. Fences shall be constructed of all new materials and shall be kept in good repair.

V.

No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than (10) ten consecutive days.

VI.

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

VII.

No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be located to the back of a tract and shall be kept in a clean and sanitary condition.

VIII.

Owner has no obligation to maintain roads shown on the plat of said subdivision. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

IX.

No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

X.

The term "tract" as used herein shall mean a tract as shown on the plat, any such tract may be resubdivided into two or more smaller tracts after August 15th 1995, with payment in full of any deferred purchase price to Cedar Mountain Estates, or assigns. From and after such date, the term "tract" shall mean any tracts resulting from any such resubdivision. Nothing herein shall be construed to affect the duration of these restrictions.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years. After such time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owner(s) of the tract has been recorded, changing such covenants in whole or part.

XII.

Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

XIII.

Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

XIV.

These restrictions may be amended by written amendment executed by the owners of at least 66-2/3% of the owners of tracts in the subdivision.

DATED this the 15th day of August, 1985.

CEDAR MOUNTAIN ESTATES

Bobby Carothers
Bobby Carothers

R.C. Byrd
R.C. Byrd

Ronald Paul
Ronald Paul

THE STATE OF TEXAS:

COUNTY OF CORYELL: BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Bobby Carothers, R.C. Byrd and Ronald Paul known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 15th day of August, A.D., 1985.

Diana Buchanan
Notary Public, Coryell County, Texas



Filed for Record August 15, 1985 at 1:45 o'clock P M.
Recorded August 19, 1985 at 10:06 o'clock A M.
Tribble Shepherd
County Clerk, Coryell County, Texas By Ella Hollingworth Deputy
Ella Hollingworth