

2354

THIRD AMENDED DEED RESTRICTIONS

C.K. BECKHAM, PRESIDENT  
CEDAR VALLEY PROPERTY OWNERS ASSOCIATION

TO THE PUBLIC:

THE STATE OF TEXAS &

COUNTY OF SAN JACINTO &

WHEREAS, the undersigned C.K. BECKHAM, is the President of the CEDAR VALLEY PROPERTY OWNERS ASSOCIATION, hereinafter called "Association", is the record owner of at least 66 and 2/3% of all the lots, tracts and parcels of land shown on that certain map or plat of a subdivision known and designated as Cedar Valley, a subdivision in San Jacinto County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of San Jacinto County, Texas, and recorded under County Clerk's File No. 539, and pages 1 and 2 of Plat Book #5, reference to which maps or plats being hereby made for all purposes; and,

That, on or about February 21, 1973, Uniform Deed Restrictions were filed with the Office of the County Clerk of San Jacinto County, Texas, and recorded under County Clerk's File No. 540, said restrictions being for the purpose; therein stated; and,

That, on or about September 7, 1976, Second Amended Deed Restrictions were filed with the Office of the County Clerk of San Jacinto County, Texas, under County Clerk's File No. 3813 and recorded in Volume 159 page 503 et seq. of the Deed Records, said restrictions being for the purposes therein stated; and,

That pursuant to Article 15 of said Second Amended Deed Restrictions, Association being the record owner of at least 66 and 2/3% of all the lots in said Cedar Valley Subdivision, and for the purpose of further insuring the continued uniform development of said subdivision has caused these Third Amended Deed Restrictions to be filed, which shall supersede the previous restrictions effective as of the recordation of the same.

NOW, THEREFORE, I, C.K. BECKHAM, PRESIDENT, do hereby rededicate said property in accordance with the dedication appearing on said maps, and agree that the land shown to be subdivided into numbered lots according to said maps is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter

set forth, for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision as a restricted residential subdivision. The following restrictions upon the use of said property are hereby established and adopted and shall be made a part, by appropriate reference to this instrument, of each and every contract for deed covering the numbered lots set forth on said plats, and same shall be considered a part of each such contract or deed as though fully incorporated therein. The said restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the lot owner, his heirs, executors, administrators, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns. Each such party, by virtue of executing a contract, deed or other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth:

(1) Architectural Control Committee. An Architectural Control Committee ("Committee") shall be appointed, from time to time, by the Association, whose purpose it shall be to review plans, to insure for all owners harmony of location, and harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. Until such time as the Committee has been constituted and appointed, the Association, or its nominee or representative, shall carry out all functions of the Committee relating to these restrictions.

(2) Improvements. No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. This includes Mobile Homes.

(3) Residential Purposes. No numbered lot or lots or portion of a lot or improvements erected thereon shall be used for anything other than private residential purposes. The use of any lot or part thereof or any improvements thereon for commercial, business or professional purposes is expressly prohibited, except those tracts shown as reserved.

(4) Building Setback Lines. No building or other structure, including fences, except entrance structures shall be located on any lot nearer to the street than the building setback line as set forth herein. The building setback lines on all lots shall be at least twenty feet (20') back from the street.

(5) Interior Lot Lines. No building shall be located nearer than five feet (5') to interior lot lines except when one building is considered on more than one lot. The combined lots shall then be considered one lot. In any determination of this clause, the building line shall include open porches and garages or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted upon such variations being ratified by all abutting property owners.

(6) Single Family Dwellings. Only one single family dwelling shall be erected on any homesite. Although there may be erected on any such homesite improvements other than the home, to be used in connection with the home, including, but not by way of limitation, a garage, servants' quarters and guest houses, but none of such improvements shall be used for rental purposes unless the entire homesite and all improvements thereon is rented for the purpose of a single family dwelling.

(7) Camping Equipment, Campers and Camper Trailers. Camping equipment, campers and camper trailers may be used by property owners on a temporary basis, but not when permanent quarters are constructed. The residence building shall not be less than 600 square feet of enclosed floor area and shall be of reasonable conventional construction. This 600 square foot minimum will be for Block 3 of Section 1, and a minimum of 850 square feet for Blocks 1 and 2. Resident buildings for all lots within Section 2 shall not be less than 800 square feet of enclosed floor area. Mobile homes will be allowed, but they must be skirted and meet all other restrictions of conventional construction, as set forth by the Architectural Control Committee. No vehicle will be left unattended for a period of more than 48 hours on any lot.

(8) Construction Completion. Outside construction of all residences and skirting of mobile homes shall be completed within four (4) months from the date of the beginning of the construction or the installation unless such period is extended in writing by the Architectural Committee.

(9) Animals. No horses, cows, poultry or livestock of any kind (other than normal house pets) may be kept on any lot in the Subdivision. Vicious or uncontrollable pets will not be permitted.

(10) Weeds and High Grass. The owner of each lot shall keep the same clean and free of weeds and high grass such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Association may have the lot cleaned and the cost or expense thereof shall be payable on demand by the owner to the Association, as the case may be.

(11) Firearms. The use or discharge of firearms in the Subdivision is expressly prohibited.

(12) Improvements or Additions. All improvements or additions to the same shall be substantially and safely constructed and painted, and shall be kept in good repair, and without unsightly storage thereon. This shall be within the control of the Architectural Control Committee or its representative.

(13) Offensive Activities. No noxious or offensive activities shall be carried on upon any homesite, nor shall anything be done thereon which may be or may become a nuisance or any annoyance to the neighborhood.

(14) Cedar Valley Property Owners Association. The Cedar Valley Property Owners Association (hereinafter called the "Community Association" or "Association") is hereby created and the owner or owners of Cedar Valley lots shall be entitled to one voting membership in said Association. The purpose of said Association shall be for upkeep, promotion and maintenance of Cedar Valley, and it may promulgate rules from time to time for the betterment of the community.

(15) Maintenance Fees. The owner of each lot, by purchasing such lot, agrees to pay a monthly maintenance fee of \$3.00 per 1/4 acre lot, \$4.00 per 1/2 acre lot, and \$5.00 per 1 acre lot, to the Association. Fees shall be used to defray the overall cost of maintaining the roads, upkeep of the community pool, bathhouse, boat ramp, park, parking areas and any other community property as determined by the Association. Fees may be increased or decreased in proportion to the demands created by the Community Association with the consent of the majority of the owners present or voting by written proxy at a general meeting of all owners who are no more than 90 days delinquent on the current dues. Such fees thus imposed shall be and will constitute a lien on each and every lot. Said fees shall be enforceable in the same manner as provided in the statutes for the enforcement of a mechanic's lien. The Association will also have the option of collecting such delinquency in excess of 90 days through an action in Small Claims Court and may seek in addition to the delinquent fees all court costs and reasonable attorney's fees.

(16) Duration of Restrictions. Each and every restriction and condition contained herein shall continue and remain in full force for the longest period allowed by law, unless one or more of said restrictions and conditions are sooner modified or abrogated by joint agreement of a majority of record lot owners in said Cedar Valley Subdivision, referring to the individual owners of lots and not to the number of lots owned. Each individual lot owner, regardless of the number of lots he or she owns, will only be entitled

to one vote on any particular matter. A lot owner will not be entitled to vote in such a matter if his/her current dues are delinquent more than 90 days.

(17) Subdividing. Nothing contained herein shall be construed as to prevent an owner of a lot in Section One, Block One from subdividing into not more than four lots, with no lot being less than one-fourth the size of the originally numbered lot. For every lot in Section One, Block One which is subdivided into two or more lots, each lot bears the same restrictions as the originally numbered lot. Furthermore, each newly created lot owner will then be assessed the same maintenance and service fees as all other lots in the subdivision.

(18) Violation of Restrictions. Any violation or attempted violation of any of the above listed deed restrictions by a lot owner, his heirs, successors and assigns shall be reported immediately to the Association. It shall be the duty of the Association to investigate any reported violations or attempted violations of the deed restrictions. It shall be lawful for the Association in its representative and individual capacity as owners of real property situated in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant in order to prevent such person or persons from so violating such restrictions or covenants and/or to recover damages for such violation or attempted violation. If the Association fails in its duty to investigate and enforce violations of the deed restrictions then it shall be lawful for any person or persons owning any real property situated in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants in order to prevent such person or persons from so violating such restrictions or covenants and/or to recover damages for such violation or attempted violation with the only stipulation being that the lot owner bringing the action must not be delinquent more than 90 days on his/her current dues.

(19) Invalidation of Restrictions. Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

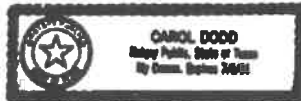
EXECUTED at Coldspring, San Jacinto County, Texas on this the 23rd day of February, 1990.

*C.K. Beckham*  
C.K. Beckham, President  
Cedar Valley Property  
Owners Association

THE STATE OF TEXAS &  
COUNTY OF SAN JACINTO &

BEFORE ME, the undersigned authority on this day personally appeared C.K. BECKHAM, PRESIDENT, CEDAR VALLEY PROPERTY OWNERS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, 1990.



*Carol Dodd*  
Notary Public in and for  
San Jacinto County, Texas.

*Ret. To: Cedar Valley Property Owners Assoc.  
P.O. 877  
Coldspring, Tex 77331*

FILED FOR  
RECORD  
90 JUN -5 AM 11:33

*Joyce Hogue*  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF SAN JACINTO  
I, Joyce Hogue, hereby certify that this instrument was FILED in its number sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the official public records of San Jacinto County, Texas as stamped herein by me on

JUN 5 1990



JOYCE HOGUE  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS