

Amended Declaration of Restrictive Covenants of the Cedar Lake Acres Subdivision

Basic Information

Date: December 21, 2021 per restrictive covenant process, the Proposed Declaration of Restrictive Covenants Amendments from 2020 Annual meeting were accepted unanimously. Amended were Declaration of Restrictive Covenants Originally filed March 25, 2009 filed Matagorda County recording number 096082.

History:

Deeds to the park area lots of Cedar Lake Estates and Cedar Lake Estates II were given out as a sales promotion for people buying lots in the Cedar Lake Acres Subdivision. The owner of an Estate lot would have right-of-way access to the park lot through his Cedar Lake Acres lot. The Estate deeds have no right-of-way access to Cedar Lake Acres Subdivision or the park.

Through the years some people sold their Cedar Lake Acres lots but did not include the Estate lot deed. As a result, we have Estate deed owners who are not association members. The covenants did not provide clear direction on how to deal with the park lots. The two following addendums to the covenants addresses this issue.

Addendum 1

- In the Definitions section of the covenants, clarification is made in regard to “Owner” as follows:

"Owner" means every record Owner of a fee interest in a Cedar Lake Acres Lot, irrespective of whether owner resides at said lot. Common area Cedar Lake Estates and Cedar Lake Estates II lot deed holders do not qualify as “Owner” as they do not contain fee interest lots.

Addendum 2

- In the Common Area section of the covenants Item 1, subsection a. was added to address how deed holders in the common area who are not “Owners” could be granted access by the association.
 1. Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Association to –

a. allow a Cedar Lake Estate and Cedar Lake Estate II deed holder who is not an “Owner” apply to become an “Associate Member” and be accepted before they can access the common area. Cedar Lake Estate and Cedar Lake II lots have deeds that do not have easement right-of-ways or qualify holder of the deed as an “Owner”.

Declarant: Cedar Lake Property Owners Association

Declarant's Address:

P.O. Box 287
Cedar Lane, Texas 77415

Association: Cedar Lake Property Owners Association, Inc., a Texas nonprofit Corporation

Association's Address: P.O. Box 287
Cedar Lane, Texas 77415

Property: Cedar Lake Acres Subdivision

Definitions

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" mean the Bylaws of the Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has been accepted for maintenance by the Cedar Lakes Property Owners Association, Inc.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means those residents which own greater than fifty-one percent (51%) of the property in the subdivision and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Governing Documents" means this Declaration and the Bylaws as amended.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Cedar Lake Acres Lot, irrespective

of whether owner resides at said lot. Common area Cedar Lake Estates and Cedar Lake Estates II lot deed holders do not qualify as "Owner" as they do not contain fee interest Lots.

"Plat" means the Plat of the Property recorded in Vol. 131, Page 648 and Vol. 131, Page 679 of the real property records of Matagorda County, Texas. The Dedicatory Certificate of *Cedar Lake Acres Subdivision* is filed in the Matagorda County Clerk's office under plat file number 384-A. The Plat and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration and more particularly described in Exhibit "A".

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

Imposition of Covenants

1. Declarant imposes the Covenants on all property in the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose so long as that purpose does not interfere with the purpose of the Easement or damage any facilities and an Owner shall not install any obstruction in an Easement, including but not limited to fences. Owners do not own any utility facilities located in an Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

Firearms and Hunting

1. Members shall be allowed to hunt on their property. Hunting will be subject to the laws of the State of Texas and the following limitations:
 - a. No Shooting down the roads or any right-of-ways owned by the Association. This is a safety issue when vehicles or people could be around corners or out of the shooters field of vision. The association has the roads and right-of-ways owned by the Association posted and shooting within the confines will be considered poaching. This activity will be reported to the Matagorda County Sheriff's department for prosecution.
 - b. Members may hunt on their own property unless given explicit written permission by another Owner to hunt within that Owner's property boundaries.
 - c. There shall not be hunting with the use of dogs.
 - d. Deer hunting shall be done from a view point that allows clear views of shooting corridors.
 - e. Members exercising hunting rights should follow basic hunting safety guidelines. This includes but is not limited to firing rifle shots from sufficient elevation or with sufficient backstop that rounds will be directed towards the ground. Firing shots across property lines will be in violation of these Deed restrictions and subject to violations of Texas criminal law. It is advised that Members locate stands carefully.
 - f. No target shooting, sighting in scopes or hunting in the Park or Common Area. Accordingly, no targets should be found on trees or other Common Areas.
 - g. No unaccompanied guests are allowed to be hunting or roaming the roads with firearms. Guests with firearms and without written permission from an Association Member will be considered poachers. . An indemnification and hold harmless should be obtained by the Associate Member to release the Association and the Members of any liability.

2. As a courtesy, during deer season the following guideline shall be followed:
 - a. Clean and dispose of deer carcass on your own property or make provision to take it with you. There shall be **no** dumping in the Park, easements or other Owner's property.
3. Each Member is liable for his or her guests at all times. These responsibilities include but are not limited to:
 - a. Damages to facilities.
 - b. Trash removal.
 - c. Accidents that occur on the roads and/or Park or Common Area.

Assessments

1. *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.
4. *Commencement.* Assessments shall constitute liens that attach to the land no matter whether conveyed in the future or not.
5. *Regular Assessments*
 - a. *Rate.* Regular Annual Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$200.00.
 - b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - c. *Collections.* Regular Assessments will be collected annually in advance, payable on or before December 31st of each year.
6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members. Members shall be allowed to vote by proxy.
8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.
9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.
10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.
11. The association will also assess fees to non-Members who wish to use Association roads for access and boat launching. Trailers for continuous occupancy or subdivided tracts with different owners will be subject to Association jurisdiction and fees.

Association Property Use

1. The individual who has privilege to enter and has allowed others to enter the Association properties is personally responsible for any liabilities encountered by these guests or guests of guests. . An indemnification and hold harmless should be obtained by the Associate Member to release the Association and the Members of any liability.
2. In addition to the other penalties set forth herein, Members delinquent in assessment payments and guests will have the right to ingress and egress to their property. They will be considered trespassing on association property for:
 - a. Use of the roads for four wheelers or recreational activity.
 - b. Use of the park or right-of-ways for any activity.
 - c. Use of the boat ramp or fish from association property.
3. A lien for the delinquent dues shall be placed on the property of property owners which do not timely pay their annual dues.
4. There is no trash service. No litter, trash, garbage, or animal carcasses shall **be** dumped on any Common Area, easement, or other Owner's property, or left on roadways. If you pack it in, you pack it out!! Those who have excessive trash accumulation visible on the road right-of-way will be asked to correct the situation within a two month period as such condition will create a nuisance. If no progress is made in this period, the Association will contract for the cleanup and assess the charge to the Member or property owner.
5. Poachers and trespassers should be called into the sheriffs and game wardens office. **Sheriffs\Game Wardens Phone Number 979-245-5526**
6. No deer stands, trailers, or other personal property are allowed on association right-of-way

or properties.

7. There shall not be any trailer parks or RV parks in the Cedar Lake Acres Subdivision, which shall be defined as two or more units for commercial use.
8. *Prohibited Activities.* Prohibited activities are –
 - a. any activity that is otherwise prohibited by the Governing Documents;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity (**e.g. daily-frequent-loud noise from a business endeavor as one example**);
 - d. any dumping of rubbish;
 - e. any storage of –
 - i. Cluttered materials generating a visible nuisance to other Owners;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - f. unsightly objects unless completely shielded by a Structure or foliage if they become a nuisance to another Owner of reasonable sensibilities and after written notice by the Association;
 - g. any exploration for or extraction of minerals;
 - h. any unconfined raising of animals, livestock, or poultry, outside of owner's property. Common domesticated household pets, such as dogs and cats, should be confined to a fenced yard or within the Residence if they become a nuisance to another Owner of reasonable sensibilities and after written notice by the Association;
 - i. any commercial or professional activity that causes a nuisance or unreasonable road traffic;
 - j. the display of any sign greater than five square feet is not allowed; and
 - k. Interfering with a drainage pattern without Association approval.
9. There shall be no dumping facilities or temporary waste storage sites in the Cedar Lake Acres Subdivision.
10. There shall not be any salvage yards in the Cedar Lake Acres Subdivision.
11. There shall be no commercial earth moving or sand pit operations businesses in Cedar Lake Acres Subdivision.
12. There shall not be any encroachments on any right-of-ways, roads or other Common Areas.
13. Members shall allow ingress and egress to the drainage district to maintain drainage sloughs when fencing properties.
14. Installation of driveways across right-of-ways or roads shall require Association approval.
15. Members shall not engage or assist others in engaging in activities that interfere with the use and enjoyment of the other Members' use and enjoyment of their property or any Common

Area.

Traffic Rules

1. Speeds should be reasonable at all times but in no event shall a vehicle be driven at a speed over 35 mph within the subdivision, unless posted at a lower speed.
2. The roads are owned by the Association and the county has no jurisdiction in case of accidents.
3. Members shall not drive through water puddles at high rates of speed. Members causing damage to roads shall be assessed additional fines to repair the damages to the road.
4. Slow to 15 mph at all corners.
5. An annual Excessive Use Fee of \$500.00 will be assessed to any Member consistently bringing a greater than two (2) ton commercial vehicle onto the roads equal to or more than once a week. Excessive Use will also include activities that bring more than ten (10) vehicles equal to or more onto the roadways more than once a month.

Liabilities & Responsibilities

1. The Members are responsible for their families' and guest's safety. The Association assumes no liability for the actions of Members or individuals who are guests. . An indemnification and hold harmless should be obtained by the Associate Member to release the Association and the Members of any liability.
2. Individuals who are injured while looking at properties as guests of Members or Members' representatives, other than the Association, will be the responsibility of said Member representative. The sign at the entrance gate states the principle of entering the property at one's own risk.
3. The Members, not the Association, are solely responsible for damages caused by themselves or their guests.
4. ***A Member that contracts a company for excavation, logging, dirt removal or other activity that puts large heavy traffic repeatedly on the road will have to have the contractor provide proof of bonding or insurance to the Board for at least \$100,000. Said bonding or insurance shall be payable to the Association. The proof will be a copy of the company's present insurance policy plus a written indemnification and hold harmless to the Association stating responsibility for any damages to the roads or right of ways shall be that of the Member and/or the company.***
5. Property Association members have responsibility for:
 - a. Damages to common areas or any improvements thereon.
 - b. Trash removal.

- c. Accidents that occur on the roads and/or park area.

Associate Members

1. The landowners who are on properties that share Cedar Lake Property Owner's Association access or are on properties that are contiguous with association properties, access their properties, that can be given an associate membership which has the following limits and obligations as outlined within:
 - a. To use the roads and right of ways to access their property contiguous with the association properties. No heavy equipment or commercial activities that will continually subject the roadways to heavy use damage are permitted.
 - b. Any damage to roads, the park, or tight of ways caused an Associate Member or their guest's activities will be the Associate Member's sole responsibility to repair.
 - c. An Associate Member shall follow the rules and the by-laws of the Association while on association properties.
 - d. Guests of an Associate Member must be accompanied a Member or Associate Member while on any road or Common Property when hunting or fishing as is the rule for Member (Boat launching is not considered fishing).
 - e. The Association and the Members shall not be liable for injuries or losses incurred by an Associate Member or his or her guests. As is the case for Members, Associate Members are personally responsible for themselves and their guests. An indemnification and hold harmless should be obtained by the Associate Member to release the Association and the Members of any liability.
 - f. An Associate Member can participate in meetings and place items for discussion on the agenda but will not have a voting privilege.
2. *Associate Member Approval*—the Association will approve Associate Members by a majority vote of Members present. Absentee voting in writing is acceptable if signed.
3. *Associate Member Assessment*—The Associate Member assessment is set by the Association. The fee for Associate Members is \$200.00.
4. *Associate Member Violations*—No liens shall be placed on Associate Member's property for failure to pay any assessment or fine or otherwise in violation of any Restrictive Covenant found herein; however, that Association may terminate the right of an Associate Member to use the roads, right-of-ways or Common Property.

5. *Associate Member Removal*—if complaints are received about Associate Members or their guests, a meeting shall be called by the Association to consider the revocation of Associate Member’s rights as stated herein. Revocation shall require a vote of a majority of the Association’s board of directors. Notice of the complaints shall be forwarded to the Associate Member at their last known address.

Addition of new land tracts/rentals to the Association

1. *Property Designation*—A new land owner within the current boundaries of the Cedar Lake Acres Subdivision or a property contiguous to the road, in order to use the Association road and properties, must purchase right-of- way to his properties and have any subdivided tract within those properties pay a road maintenance fee. This would include rental properties such as trailers for continuous occupancy. The properties would be included as a part of Cedar Lake Acres Subdivision. These properties must be described in an official document which will be filed as an amendment to the Cedar Lake Acres Subdivision in the Matagorda County real property records. This document will list the properties and state that the properties are subject to the association's jurisdiction.
2. *Rights of new owner*—A New Member will have one vote in Association business where a vote is required. All other governing rules and rights for Association road and park use will apply. A New Member shall be considered a New Member for the first calendar of their membership.

Association

1. *Establishment and Governance.* The Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and the property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.
2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.
3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Each Owner shall be entitled to one vote for every acre that Owner owns. Voting procedures shall be controlled by the By-Laws.

Remedial Rights

1. *Late Charges and Interest.* The Board may establish late charges and the interest rates on delinquent payments.
2. *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.
3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.
4. *Judicial Foreclosure/Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.
5. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote on any Association matters, which require vote of the members.
6. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.
7. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to –
 - a. Allow a Cedar Lake Estate and Cedar Lake Estate II deed holder who is not an “Owner” to apply to become an “Associate Member” and be accepted before they can access the common area. Cedar Lake Estate and Cedar Lake II lots have deeds that do not have easement right-of-ways or qualify holder of the deed as an “Owner”.
 - b. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities; and
 - c. suspend an Owner's rights under the Governing Documents;
 - d. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the

Owner's family, guests, agents, and invitees, subject to the limitations found herein.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by vote of fifty-one percent (51%) of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.
5. *Conflict.* This Declaration controls over the other Governing Documents.
6. *Severability.* The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
8. *Annexation of Additional Property.* On written approval of the Board and not less than fifty-one percent (51%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
9. *Conflict With Other Documents.* These Deed Restrictions shall supersede any document that contains conflicting provisions.