FIFTH AMENDED PROTECTIVE COVENANTS AND CONDITIONS OF CEDAR HILLS

THE STATE OF TEXAS
COUNTY OF GILLESPIE.

WHEREAS, by instrument dated July 1, 1994, entitled First Amended Protective Covenants and Conditions of Cedar Hills, which is recorded in Volume 269, Page 251, et seq. of the Official Public Records of Real Property of Gillespie County, Texas, the owners of Cedar Hills Subdivision did place restrictive covenants running with the land upon the Tracts within such subdivision certain which is more particularly therein described; and

WHEREAS, by instrument dated July 12, 2004, entitled Second Amended Protective Covenants and Conditions of Cedar Hills, which is recorded in Volume 562, Page 368 et seq., Official Public Records of Gillespie County, Texas, and re-recorded as Instrument No. 20102068 of the Official Public Records of Gillespie County, Texas ("Second Amendment"), by Third Amendment of the Protective Covenants and Conditions of Cedar Hills Subdivision recorded as Instrument No. 20230879 of the Official Public Records of Gillespie County, Texas ("Third Amendment"), and by Fourth Amendment of the Protective Covenants and Conditions of Cedar Hills Subdivision recorded as Instrument No. 20234818 of the Official Public Records of Gillespie County, Texas ("Fourth Amendment")(collectively, the "Protective Covenants"), the Tract Owners of Cedar Hills Subdivision did amend and/or restate such restrictive covenants running with the land upon the Tracts within such subdivision certain which is more particularly therein described; and

WHEREAS, Section 11 of such Second Amendment provides that amendments or changes to the Protective Covenants may be made by the record owners of legal title of sixty-six percent (66%) of the Tracts as shown by the Deed Records of Gillespie County, Texas in whole or in part at any time; and

WHEREAS, the Second Amendment was a complete restatement of the Protective Covenants and the Third Amendment and Fourth Amendment were each partial amendments which did not restate the Protective Covenants, and

WHEREAS, the undersigned, who each warrant that they are the Owners of at least sixty-six percent (66%) of the record owners of the Tracts in Cedar Hills Subdivision, desire to amend and restate the Protective Covenants so that all applicable Protective Covenants will be reflected in a single instrument as hereinafter set forth;

1. PURPOSE AND EXTENT OF RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS.

These restrictions, covenants and conditions are established for the purposes of: 1) creating and carrying out a uniform plan of development and use for the ownership, improvement, development and sale of the Tracts of Cedar Hills Subdivision, 2) preserving the nature and beauty of, and propagating and managing the wildlife on, the

land, all for the mutual benefit of the Owners of same, and 3) preserving Cedar Hills Subdivision as a highly desirable residential subdivision. Said Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with the said land and binding upon all Owners or purchasers of said property, or any part thereof, their heirs, successors, executors, administrators, and assign, as provided herein.

2. DEFINITIONS.

In construing these Restrictions, Covenants and Conditions the following words shall have the following meaning:

2.1. "Plat" shall mean and refer to the aforesaid Plat of Cedar Hills Subdivision filed for record in Volume 1, Page 60 of the Map and Plat Records of Gillespie County, Texas, and the re-subdivision plat of Lots 15 and 16 as recorded in Volume 1, 69, Plat Records, and the re-subdivision Plat of Lots 1 and 2 as recorded in Volume 1, Page 159, Plat Records, Gillespie County, Texas and any other re-subdivision or re-plat, if any, which has been recorded in the Official Public Records of Gillespie County, Texas as of the date hereof.

2.2. "Owner" shall mean and refer to the person or persons, entity or entities, who either own record title to a tract, according to the Official Public Records of the County Clerk of Gillespie County, Texas or have entered as an original party, or successor or assign, into a Contract of Purchase and Sale for a tract with the Owner of record; the term "Owner" shall exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation.

2.3. "Residence" shall mean and refer to a permanent structure which is designed and intended for occupancy and use as a living unit by a person, single family or other persons, related or unrelated who are maintaining a single common household composed of common dining, living and cooking facilities and the like that is a single dwelling unit, or two single dwelling units built as a duplex as described below. This definition shall not be interpreted to prohibit occupancy by a temporary guest of the occupants.

2.4. "Tracts" shall mean and refer to lots and/or Tracts set out on the original plat or any re-plat or amendment approved as set out herein and recorded in the Plat Records of Gillespie County, Texas.

3. USE OF TRACTS.

All tracts as shown on the Plat, or the improvements erected thereon, shall be used for residential purposes only and related or accessory uses as limited herein.

3.1. Structures: Structures/improvements which may be erected on a Tract shall be limited to the following:

A. One primary Residence or one duplex that contains two residences (dwelling units) as described in the definition of Residence above. A duplex

shall be one structure with a common wall, and each shall contain the minimum number of square feet as set out in number 4 below, and

B. Any number of accessory buildings including but not limited to barns and storage units which shall not be used as a dwelling in any manner.

C. One detached accessory residence, for use as a guest cottage, mother-in-law unit or servants' quarters.

3.2. Commercial or business use: Any business, commercial, industrial, trade or professional (business) use that is conducted on a Tract shall comply with the following requirements:

A. No person other than a family member or resident who resides on a Tract shall participate in the business.

B. No evidence of the business, or business use, shall be visible from the exterior of Tract upon which such business is being conducted. By way of illustration only, this restriction prohibits outdoor sales (except occasional garage sales), outdoor storage of materials, goods or merchandise, commercial waste receptacles, business signs, visible display windows and the like.

3.3. Signs: No sign, which is visible from any road within the subdivision or from any public road, or other private road serving the subdivision, shall name the business, advertise it or indicate business use in any manner. This restriction shall not prohibit signs identifying the property name.

3.4. Rentals

A. **Definitions:**

1. Rental: A Tract, and/or any improvements thereon, is defined to be rented, and the occupant(s) deemed to be renters when any of the buildings or dwelling units thereon are occupied by persons *other* than when (a) the owner and/or a person or persons related to the owner by blood, marriage, adoption or other legal arrangement, or a person or persons unrelated to the owner but who are living with the owner, are the occupants, (b) the home is vacant, (c) the home is subject to a sale and leaseback agreement or legal arrangement providing for "possession before closing" and the like, (d) title to the home is held by any entity the purpose of which is to provide permanent housing to all of the occupants, or (e) a barn or other outbuilding is used in connection with agricultural operations not involving the residency of the renter. These definitions apply regardless of whether rent or other expenses are being paid by such the occupants.

2. Owner's Representative: An Owner's Representative is a person designated by the owner of a Tract to be physically present on, and

occupying, a Tract during rentals of fewer than 90 days. A rental agency, if any, is responsible for determining that an Owner, if not physically occupying a Tract, has duly designated a representative who is physically occupying such Tract during the term of any rental, and that such Owner's Representative is available at all times to the agency, any other Owner in Cedar Hills Subdivision, or to law enforcement, to take care of any concerns related to the Tract or the occupancy thereof. An Owner's Representative cannot be a person who is renting or occupying the Tract for the relevant temporary rental period.

B. **Rental limitation**. Only one Rental shall be permitted on any Tract regardless of the number of structures are located thereon. One rental shall mean Rental of: all OR a part of the main residence, OR all or a part of one of the duplex residences, OR all or a part of a guess cottage structure.

C. **Additional Requirements if Rental is less than ninety (90) days.**

1. A tract, or any improvements thereon, may not be rented or occupied for an initial term of fewer than ninety (90) days unless, during such rental or occupation, an owner, or an Owner's Representative is physically present on the Tract, and occupying and residing in the main residence on a Tract, even if temporarily, during rentals of fewer than 90 days. That is, the Owner or Owner's Representative may not occupy another building on the Tract, and allow the main residence, or any part thereof, to be used as a rental for fewer than 90 days. Temporary absences from the Tract of an Owner's Representative during the day are acceptable, however, the Owner's Representative shall be present on the Tract overnight except in the case of emergency. If two or more persons own a Tract, the presence of any of them will comply with this requirement. A trust or an entity which owns a Tract shall designate an Owner's Representative.

2. Occupancy, for the one permitted Rental, is limited to 4 persons.

3. All property owners are required to inform rental agencies or agents of the restrictive covenants for Cedar Hills Subdivision, and shall require such agent or agent to abide by them.

4. Property Owners renting for less than a ninety (90) day term shall obtain prior any rental, maintain and keep in force and effect during the term of any rental a policy or policies of public liability and property damage insurance (Commercial General Liability Insurance) with an aggregate occurrence limit of at least $1,000,000.00 each for Personal Injury and Broad Form Property Damage for the specific location of the rented property, to include liquor liability, in companies which are good and responsible and doing insurance business in the State of Texas. A copy of

such policy shall be provided for inspection at any reasonable time by the property owner, Owner's Representative, or leasing agent.

D. **No Rental For Uncompleted Term.** If a tenant under a rental agreement for 90 days or more fails to fulfill the rental term for any reason, the Tract may not be re-occupied or re-rented for the remainder of the 90 days of that rental term.

E. Property Owners renting for less than a ninety (90) day terms shall ensure that any Hotel-Motel Taxes imposed by The State of Texas and any other governmental jurisdiction are timely paid. Additionally, they shall ensure full compliance with all other requirements, such as permitting, health and safety requirements for rentals, of any governmental entity with jurisdiction.

4. SIZE OF BUILDING AND STRUCTURES.

4.1. No Residence may be erected upon any Tract that contains less than 1400 square feet of living area, exclusive of garage, carports and porches. Each duplex unit shall contain no less than 1400 square feet. Guest cottages or other accessory residences shall contain no more than 1900 square feet.

4.2 The exterior of all buildings shall be completed not later than twelve (12) months after laying the foundation of the buildings. No building shall be occupied or used until the exterior thereof shall be completely finished, nor shall any such building be occupied or used until connected to a septic tank or other disposal system approved by the County and/or State Health Department.

5. MOBLE HOMES, MANUFACTURED HOMES, MODULAR HOMES, TRAVEL TRALERS AND MOTOR HOMES.

No mobile home, manufactured home, modular home, travel trailer, motor home or trailer house of any description shall be placed upon any tract within the subdivision nor used as a dwelling at any time. This restriction shall not prohibit the use of building components manufactured offsite from being utilized in the construction of any building on a Tract. Individual Owners, or other residents of the Tract, may store upon his or her property any travel trailer or motor home owned by such owner or occupant, so long as it is not used for dwelling purposes, and provided that there is a completed permanent residence in existence upon the lot prior to such placement or storage. This restriction shall not prohibit the parking and utilization of travel trailers or motor homes or other recreational vehicles for guests remain no longer than eight (8) consecutive weeks duration in any calendar year on Tracts upon which there is a completed permanent residence. The use of a travel trailer, motor home or other recreational vehicle as a dwelling may be permitted during the period of construction of a permanent residence not to exceed twelve (12) months in duration providing approval of fifty-one (51%) percent of all tract Owners is obtained.

6. SET BACK REQUIREMENTS AND FENCING

6.1. No building or other structure shall be erected on any tract nearer than thirty feet from any street, nor within ten feet of any side property line, nor closer than ten feet from any rear property line.

6.2. Perimeter fences along individual Tract lines shall be erected so as not to be view restrictive from any public road or road within the subdivision, and shall not exceed 48" in height, except for: I) the deer proof fence which surrounds the entire Cedar Hills Subdivision, and 2) the frontage along Highway US 290. Owners along Hwy 290 may at their own expense install and maintain tasteful noise barriers (such as landscaping), including fencing, to abate road noise. For the purposes of this restriction, fences of solid or offset wood, solid masonry, or solid metal are declared to be view restrictive. Decorative fencing not exceeding 3' in height is declared not to be view restrictive. View restrictive screening made of living plant materials shall be permitted. Any other type of fencing must be approved of by a majority of Tract Owners prior to placement of the same. Small fence enclosures such as those confining dogs or surrounding gardens are exempt from the provisions of this Section 6.

6.3. Notwithstanding anything in the foregoing to the contrary, height and view restrictions shall not apply to interior fencing but only upon the conditions that: 1) such interior fencing is not reasonably viewable from a road within the subdivision, and 2) all adjoining tract Owners agree in writing to the interior fencing to be erected.

7. ANIMALS AND HUNTING

7.1. No swine or other noxious or offensive animals shall be kept upon any tract. Except that no more than 2 Pot Bellied Vietnamese-Pygmy Pigs may be kept as pets. No commercial livestock feeding or feedlot operations shall be permitted. All premises shall be kept in neat and clean condition.

7.2. Hunting shall be by the use of shotguns only and only for fowl provided, however, that no shotgun shell slugs or single ball shot shell shall be used. Personal safety and preservation of wildlife and the safety of Owners of the neighboring Tracts shall be of prime consideration. Leasing for hunting is specifically forbidden.

7.3. Notwithstanding anything in the foregoing to the contrary, the Owners of the Subdivision understand that, to maintain a healthy deer herd, it is necessary to manage the population of the deer herd. Owners of tracts ten acres or larger are allowed to harvest deer in accordance with Texas Parks & Wildlife Department rules and the recommendation of a T.P.W.D biologist. Such Owner shall be responsible for promptly removing or otherwise disposing of the deer carcasses. Annual harvests will be based on the recommendation of the T.P.W.D.

7.4. Barking dogs are declared to be a nuisance to neighbors if the barking is prolonged and are prohibited. It is the responsibility of the owners of barking dogs to quiet

any such prolonged barking when requested, and the dog owner shall take the necessary steps to see that such barking is reasonably abated.

7.5. Loose dogs shall not be allowed to roam in the Subdivision at any time. Dogs must be confined by leash or behind fencing, or otherwise contained as necessary to avoid their running loose. When walking dogs along streets in the Subdivision, owners shall maintain the dogs on a leash.

8. SANITATION AND SEWERAGE.

No outside toilets will be permitted and no installation of any kind of sewage disposal shall be allowed which would permit raw, treated or untreated sewage or septic tank drainage to escape onto the surface of any lot or into the ditches or gullies or into wells and/or other water bodies. All sewage systems must be constructed an installed in accordance with State, County and Municipal (if any) health and sanitation statutes, rules and regulations. Lateral drain lines or tanks shall be no closer than 10 feet to adjacent property lines. No trash shall be dumped onto lots, tracts, into creeks, roadways and/or gullies or ditches or be placed in the proximity thereto so that any such debris would wash into the lake areas or adjacent lots or other property. Owners are to keep said property clean and neat in appearance at all times and shall not carry on any noxious or offensive activity or do anything which may become an annoyance or nuisance to the neighborhood.

9. RE-SUBDIVIDNG.

No existing Tract or lot may be subdivided or re-platted.

10. MINERALS.

No mineral exploration of any type that will damage the surface shall be permitted on any Tract.

11. COVENANTS RUNNING WITH THE LAND.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any tract, or parcel of land or entering into a contract for the purchase or lease of same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants and conditions. These Fifth Amended Protective Covenants and Conditions shall be binding for a period of ten (10) years from the date they are filed for record in the Official Public Records of Gillespie County, Texas, and shall be automatically extended, upon the expiration of such term for successive period of ten years each unless repealed or amended as described below.

The record Owners of legal title of sixty six (66%) percent of the Tracts as shown by the Official Records of Gillespie County, Texas, may amend or change these covenants in

whole or part at any time. Any provisions requiring consent of Owners shall be determined in accordance with the provisions of this paragraph. The Owner(s) of each Tract or lot as shown on the present recorded plats of the sub-division shall be entitled to one vote for each Tract owned. Multiple Owners of Tracts shall be entitled to only collective one vote per tract. Any change or amendment shall be set forth evidenced by a successor instrument or instruments bearing the signatures of the requisite number of record Owners and shall be recorded in the office of the County clerk of Gillespie County, Texas.

A copy of any change or amendment to the Fifth Amended Protective Covenants and Conditions shall be forwarded by prepaid mail to all Owners. Failure to furnish said copy shall not affect the validity of such change or amendment.

12. SEVERABILITY OF TERMS AND PROVISIONS.

If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of a lot or Tract Owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

13. ENFORCEMENT.

Every person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and attorney fees incurred in the enforcement thereof, as well as any other reasonable, out-of-pocket expenses incurred for proving such violation.

14. INTERPRETATIONS.

The right is expressly reserved to a majority of Tract Owners, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in Section No. 13 above.

15. ABATEMENT AND REMOVAL OF VIOLATION.

Violation of any restriction or condition or breach of any covenant herein contained shall give the Tract Owners, acting pursuant to majority vote, or their agent in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the violating Tract Owner and the Tract Owners or agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

16. MANTENANCE OF DEER PROOF FENCING.

The perimeter deer-proof fence that presently surrounds the entire Cedar Hills Subdivision shall be maintained in a deer-proof condition. The Owner of each tract that borders such

deer-proof fence shall have the obligation to repair the fence to deer proof quality and maintain as deer proof the portion of such fence that borders his land at his own expense.

17. UTILITY EASEMENTS.

There shall be reserved for utility easement purposes a utility easement of ten feet in width parallel with and adjacent to all property lines which front on Cedar Hills Drive as such Drive is shown on the Plat and Re-plats of this Subdivision, including the right to remove all trees, fences and other obstructions for the purposes of installing and maintaining all utilities such as electrical lines, telephone lines, water, gas and sewer lines which may in the future be installed for the benefit of property Owners of the Subdivision.

This document is executed in multiple originals for the convenience of obtaining the requisite signatures but shall be interpreted and construed as one instrument.

The effective date hereof and of the amendments herein made shall be the 1st day of February 2024.

AFTER RECORDING RETURN TO:

PARKER LAW FIRM
905 S. Adams St.
Fredericksburg, Texas 78624

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGES TO FOLLOW]

30 pgs
AMEND

20240666

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Rodger Glenn, Affiant, known to me to be the person who subscribed his name below, who, after being duly sworn by me, on oath, swears that the following statements are true and correct:

1. That he is an owner of Tract No. 9 within Cedar Hills Subdivision, a subdivision in Gillespie County, Texas, according to the plat thereof recorded in Volume 1, Page 60 of the Plat Records of Gillespie County, Texas, and the re-subdivision of Tracts 15 and 16 as recorded in Volume 1 Page 69 of the Plat Records of Gillespie County, Texas and the re-subdivision of Tracts 1 and 2 as recorded in Volume 1 Page 159, of the Plat Records of Gillespie County, Texas and any other re-plats of Tracts, if any, recorded in the Official Public Records or Plat Records of Gillespie County, Texas, and this affidavit is being made to evidence of record the adoption of an amendment to the protective covenants of said subdivision.

2. That the FIFTH AMENDMENT OF PROTECTIVE COVENANTS AND CONDITIONS OF CEDAR HILL SUBDIVISION, as set forth above, was made, approved, and adopted by the above record owners of legal title of at least sixty-six percent (66%) of the Tracts as shown by the Official Public Records of Gillespie County, Texas.

Executed this the 12 day of February, 2024.

Rodger Glenn
RODGER GLENN

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 12 day of February, 2024, by Rodger Glenn.

MARGO C. HENDERSON
Notary Public, State of Texas
Comm. Expires 05-31-2026
Notary ID 133786946

Margo C. Henderson
NOTARY PUBLIC, STATE OF TEXAS