

CEDAR CLIFF RESTRICTIONS

Volume 265, Page 550, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated August 14, 1947 to L.C.R.A., recorded in Volume 1, Page 99, Easement Records of Kerr County, Texas.
- Easement dated February 3, 1948 to L.C.R.A., recorded in Volume 1, Page 100, Easement Records of Kerr County, Texas.
- Easement dated February 16, 1950 to L.C.R.A., recorded in Volume 1, Page 233, Easement Records of Kerr County, Texas.
- Easement dated June 19, 1950 to L.C.R.A., recorded in Volume 1, Page 259, Easement Records of Kerr County, Texas.
- Easements as shown on the plats recorded in Volume 3, Page 4 and Volume 3, Page 41, Plat Records of Kerr County, Texas.
- Right to lay water lines and maintain the same, as well as the right to grant utility easements reserved in deed dated {PR,"INSERT DATE OF FIRST DEED FROM DEVELOPER",DT2,1}, recorded in Volume {PR,"INSERT VOLUME NUMBER OF FIRST DEED FROM DEVELOPER",ST1,2}, Page {PR,"INSERT PAGE NUMBER OF FIRST DEED FROM DEVELOPER",ST1,3}, Deed Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 265, Page 550, Deed Records of Kerr County, Texas.
- Amended By-Laws filed on May 27, 2009 and recorded in Volume 1736, Page 79, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER'S POLICY ONLY)

THIS AGREEMENT, ENTERED INTO, EFFECTIVE THE DAY AND YEAR HEREINAFTER WRITTEN, BY AND BETWEEN THE FOLLOWING OWNERS OF PROPERTY LOCATED AT CEDAR CLIFFS, HUNT, TEXAS: J. W. ANDERSON, E. J. BARTELS, FRED BARTELS, E. J. EFFENBERGER, LILLIAN KOHLER, L. A. PAYNE, A. L. PRICE, PAUL ROCHS, DON R. SORENSEN, JAMES SORENSEN, JOHN SPENCER, H. L. STOCKWELL, R. C. TANNER, E. E. WAGNER, TRUSTEE FOR W. D. WALEN ESTATE, AND J. C. ZERBY;

W I T N E S S E T H :



THE PARTIES HERETO AGREE TO ASSOCIATE THEMSELVES TOGETHER FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER WELL AND IMPROVEMENTS TO THE RIVER FRONTAGE, FOR THE USE AND ENJOYMENT OF THE OWNERS (AND THEIR GUESTS) OF PROPERTY ON THE HILL KNOWN AS CEDAR CLIFFS, SAID ASSOCIATION TO BE CARRIED ON UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. THE NAME OF THE ASSOCIATION SHALL BE CEDAR CLIFFS IMPROVEMENT ASSN.
2. AN INITIATION FEE OF \$436.00 WILL BE CHARGED TO JOIN THE ASSOCIATION WHICH ENTITLED THE MEMBER TO CONNECT TO THE WATER SYSTEM SUPPLIED BY THE WELL OWNED BY THE ASSOCIATION, AND TO USE THE RIVER FRONT FACILITIES.
3. ALL MEMBERS WILL BE ASSESSED EQUALLY FROM TIME TO TIME WHEN THE TREASURY NEEDS FUNDS TO HELP PAY THE NECESSARY REPAIRS AND EXPENSES OF MAINTAINING THE WELL AND WATER FRONT. ALL ASSESSMENTS MUST BE PAID WITHIN A REASONABLE TIME AND FAILURE OF ANY MEMBER TO PAY HIS ASSESSMENT WILL NECESSITATE DISCONTINUANCE OF WATER SERVICE.
4. A GENERAL MEETING OF THE ASSOCIATION SHALL BE HELD EACH YEAR AND WRITTEN NOTICE OF SUCH MEETING SHALL BE MAILED TO EACH MEMBER PRIOR THERETO. A PRESIDENT, VICE-PRESIDENT AND SECRETARY-TREASURER SHALL BE ELECTED AT THIS MEETING TO SERVE UNTIL THEIR SUCCESSORS ARE NAMED. A MAJORITY OF OWNERS WILL CONSTITUTE A QUORUM.
5. IT WILL BE THE DUTY OF THE PRESIDENT TO CALL THE GENERAL MEETING AND CONDUCT THE BUSINESS OF THE ASSOCIATION. THE VICE-PRESIDENT SHALL ACT IN THE ABSENCE OF THE PRESIDENT AND SHALL BE IN CHARGE OF THE RIVER FRONT IMPROVEMENTS, ASSESS THE MEMBERS FOR THE EXPENSES THEREFOR AND SUBMIT A REPORT TO THE GENERAL MEETING OF MONIES RECEIVED AND EXPENDED. THE SECRETARY-TREASURER SHALL KEEP THE MINUTES OF THE BUSINESS MEETINGS, ATTEND TO ALL CORRESPONDENCE AND ASSESS THE MEMBERS FOR THE EXPENSES OF THE WATER WELL. HE SHALL SUBMIT A REPORT EACH YEAR AT THE GENERAL MEETING OF ALL MONIES RECEIVED.

AND EXPENDED.

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6. ALL MAJOR IMPROVEMENTS MUST BE AGREED UPON BY THE MAJORITY OF THE MEMBERS, BUT ANY APPROVED MOTION FOR EXPENDITURES SHALL BE EQUALLY SHARED BY ALL MEMBERS.
 7. IN CASE OF LARGE EMERGENCY REPAIRS, THE PRESIDENT OF THE ASSOCIATION AND ONE OTHER MEMBER SHALL BE CONTACTED FOR AUTHORIZATION OF REPAIRS.
 8. THE COST OF CONNECTING TO THE EXISTING WATER LINES ALREADY ON THE PROPERTY WILL BE THE EXPENSE OF THE NEW MEMBER DESIRING WATER.
 9. WITH THE EXCEPTION OF HOMES ALREADY BUILT IN CEDAR CLIFFS, WATER WILL BE FURNISHED TO NEW HOMES OF A PERMANENT NATURE ONLY, WHICH BY DEFINITION OF THIS AGREEMENT EXCLUDES TRAILERS OR MOBILE HOMES, UPON THE PAYMENT OF THE INITIATION FEE OF \$436.00 WHICH ENTITLES THE NEW OWNER TO MEMBERSHIP IN THIS ASSOCIATION.
 10. IT IS THE OBLIGATION OF EACH MEMBER TO COOPERATE IN KEEPING THE WATER FRONT FREE OF ALL LITTER AND TO KEEP HIS LOT FREE OF ANY FIRE HAZARDS.
 11. IT IS UNDERSTOOD AND AGREED AMONG THE MEMBERS OF THE ASSOCIATION THAT BECAUSE OF THE PROXIMITY OF THE HOUSES ON THE HILL KNOWN AS CEDAR CLIFFS, THERE WILL BE NO DISCHARGE OF FIREARMS OF ANY TYPE ON THIS PROPERTY.
 12. IN THE EVENT A MEMBER OWNS MORE THAN ONE HOUSE IN CEDAR CLIFFS, HE MUST PAY A FEE OF \$436.00 PER HOUSE AND WILL BE ASSESSED FOR EACH HOUSE WHEN ASSESSMENTS ARE DUE.
 13. SHOULD A MEMBER OF THE ASSOCIATION SELL OR TRANSFER HIS HOUSE IN CEDAR CLIFFS, THE NEW OWNER WOULD BE ENTITLED TO THE MEMBERSHIP VACATED WITHOUT AN ADDITIONAL MEMBERSHIP FEE BEING CHARGED, ALTHOUGH THE NEW MEMBER WOULD BE LIABLE AND REQUIRED TO PAY UP ANY BACK ASSESSMENTS LEFT UNPAID BY THE PREVIOUS OWNER.
 14. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE MEMBERS JOIN THIS ASSOCIATION AT THEIR OWN RISK AND CANNOT HOLD THE ASSOCIATION RESPONSIBLE OR LIABLE FOR ANY ACCIDENTS OR INJURIES RECEIVED ON THE PREMISES, OR BECAUSE OF ANY INEFFICIENCIES OR FAILURES OF THE WATER SYSTEM.
 15. THE TERMS AND PROVISIONS HEREOF SHALL BE BINDING UPON THE PARTIES HERETO, THEIR HEIRS AND LEGAL REPRESENTATIVES.
- EXECUTED ON THE ____ DAY OF _____, 1974.


J. H. ANDERSON

E. J. BARTELS

Lillian Kohler
LILLIAN KOHLER

Fred Bartels
FRED BARTELS

E. C. Esfendyjian
E. C. ESFENDYJIAN

Lillian Kohler by John W. G. Paul
LILLIAN KOHLER

L. A. Payne
L. A. PAYNE

J. L. Price
J. L. PRICE

Paul Roche
PAUL ROCHE

Don H. Sorenson
DON H. SORENSON

James Sorenson
JAMES SORENSON

John Spender
JOHN SPENDER

H. C. Stockwell Jr
H. C. STOCKWELL

R. C. Tanner
R. C. TANNER

E. L. Wagner
E. L. WAGNER

Tom Weekley
TRUSTEE FOR J. D. WALEN ESTATE

J. M. Zerry
J. M. ZERRY

Don Dem

THE STATE OF TEXAS

County of KERR

BEFORE ME, the undersigned authority, on this day personally appeared

LILLIAN KOHLER

known to me

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th day of September A.D. 1982

My term expires:
Dec. 31, 1982 (SEAL)

EMMIE M. MUENKER, County Clerk,

Kerr County Texas.

By: Geraldine Meeker
Geraldine Meeker, Deputy

#824927

Agreement

Cedar Cliff Improvement
Assn.

TO
The Public

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FILED FOR RECORD

at 10:20 o'clock A.M.

SEP 7 1982

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Geraldine Muehler Deputy

Mail to:

Lillian Kahler ✓
5102 Tangle Lane
Houston, Texas 77056

Filed for record September 7, 1982 At 10:20 o'clock A.M.

Recorded September 9, 1982

EMMIE M. MUENKER, Clerk

By Samuel Hays Deputy