

CORRECTED RESTATED
CEDAR SHORE ESTATES
PROPERTY RESTRICTIONS
UNITS 1, 2, 3, 4, & 5

1. No building shall be erected or maintained on any lot in said CEDAR SHORES ESTATES other than a private residence and a private garage for the sole use of the owner or occupant, except on those lots designated as commercial lots in the deed from the subdivider William Holloman to the owner.
2. Any house or garage erected or maintained must conform in appearance with the general development and must not create any unsightly conditions or nuisance which would depreciate the surrounding property.
3. No part of said premises shall be used for commercial or manufacturing purposes except those lots designated as commercial lots in the deed from the subdivider William Holloman to the owner.
4. No residential building shall be erected or maintained on any lots in Units 1, 2, 4 and 5 in said CEDAR SHORES ESTATES having an inside ground floor living area of less than 400 square feet, and no residential building shall be erected or maintained on any lot in Unit 3 of said CEDAR SHORES ESTATES having an inside ground floor living area of less than 650 square feet.
5. No building shall be erected or maintained on any lot in CEDAR SHORES ESTATES closer than 10 feet from front line, no closer than five feet from back or side lot lines.
6. No outside toilet or privy shall be erected or maintained in CEDAR SHORES ESTATES, and all sanitary plumbing shall conform with the minimum requirements of the Health Department of Bosque County and the State of Texas.
7. No animals or birds other than household pets, shall be kept on any lot in CEDAR SHORES ESTATES.
8. Building exteriors must be of first-class new frame or masonry construction and wood exterior or block exterior must be painted with at least two coats of stain or paint. No tent, shack, garage apartment, stable or barn, van, bus, or trolley car shall be placed, erected, or permitted to remain on any lot, nor shall any structure of a temporary character be used at any time as a permanent residence.
9. Easements are reserved along and within five feet of the rear line, front line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights,

telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Said easement also to extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within five foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

10. These conditions and restrictions shall be binding upon all owners of lots in CEDAR SHORES ESTATES, their heirs and assigns, and these restrictions and covenants are hereby declared to be covenants to be running with the land and shall be fully binding, upon all persons acquiring property in said subdivision whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any lot or part thereof out of this subdivision shall thereby agree and covenant to abide by and fully perform the restrictions and covenants herein contained.

11. If any person or persons shall violate or attempt to violate any of the restrictions and covenants contained herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no way effect any of the other provisions or parts of provisions which shall remain in full force and effect.

12. Anything herein contained to the contrary notwithstanding, any one or any part of these restrictions may be changed, altered, or amended by the subdivider WILLIAM HOLLOMAN in the Deed from him to any owner or owners for any purposes whatsoever by the said subdivider deemed necessary, desirable, or convenient for the benefit of the said subdivision or any lot or owner thereof, and any such change as so indicated in said deed from the said subdivider to any owner shall not be questioned, challenged, or contested in any manner by any lot owner or user, and all conveyances from said subdivider are and will be accepted with this understanding. Witness my hand this the 9th day of March, 1961.

WILLIAM HOLLOMAN, a single man

13. (1) No lot or no part of said premises shall be used as a storage place for debris, lumber, old or junked cars, building materials, or other materials which may create any unsightly conditions or nuisance or be unattractive to the overall planning of said subdivision; however, nothing herein shall prohibit the storage of building materials for immediate and current building purposes on any lot.

14. (2) No signs of any nature whatsoever will be put upon any lot, premises, or improvements thereon without the specific approval of the subdivider WILLIAM HOLLOMAN.

15. (3) Upon abandoning construction of improvements without completion, same must be dismantled and removed by builder or owner. The cessation of construction for any unreasonable period of time will be considered the abandonment of such construction; prima facie, no construction being done for a period of sixty days will be considered as an unreasonable length of time, but any period, shorter or longer than sixty days, may be by said subdivider determined to be unreasonable, hence abandonment of such construction,

16. (4) No trailer will be acceptable as a permanent dwelling structure or any part thereof unless specifically approved and accepted as such by said subdivider WILLIAM HOLLOMAN.

17. (5) (Intentionally omitted).

Witness my hand this 21st day of June, 1961.

William Holloman

This Correction Restated Cedar Shores Estates Property Restrictions is filed to correct Paragraph No. 4 of the previously filed Restated Restrictions, to replace the later subdivider's name (Calhoun) with the original subdivider's name (Holloman) as is reflected in the original restrictions and to include certain other language from the original filed 1961 instruments inadvertently omitted.

THE ABOVE RECITED RESTRICTIONS ARE FILED IN THE BOSQUE COUNTY DEED RECORDS IN VOL 187, PAGE 459 AND VOL 188, PAGE 212.

STATE OF TEXAS
COUNTY OF BOSQUE

Before me, this undersigned authority, on this day personally appeared Jane W. Brown, the president of the Cedar Shores POA, formerly known as Cedar Shores Community Chapel, and upon her oath did depose and upon personal knowledge state as follows:

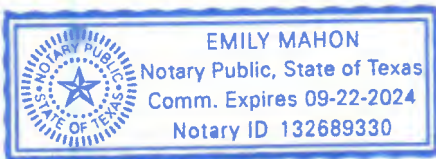
“My name is Jane W. Brown and I am the president of the Cedar Shores POA. The foregoing restrictions, as corrected, are an exact recitation of the prior recorded restrictions on the property that at the time of recording was known as the Cedar Shores Estates. This instrument, as corrected, is a re-stating of those original restrictions.”

Dated April 1, 2009

Jane W. Brown
Jane W. Brown, President

This instrument was acknowledged and sworn to before me on the 11 day of April, 2022, by Jane W. Brown, President.

Emily Mahon
Notary Public, State of Texas



Filed for Record in:
STATE OF TEXAS, BOSQUE COUNTY TEXAS
I hereby certify that this Instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the records of:

BOSQUE COUNTY TEXAS
Tabatha Ferguson, COUNTY CLERK

Instr.: 2022-01392
April 11, 2022 at 10:58 AM
Stamps: 4 Page(s)

By: Hecky Turner
Deputy Clerk

