

Henderson County  
Mary Margaret Wright  
County Clerk  
Athens, TX 75751

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Instrument Number: 2021-00009965

As

Recorded On: 05/27/2021 03:35 PM Recordings - Land

Parties: THE BLUFFS AT CEDAR CREEK LAKE

To: PUBLIC

Number of Pages: 12 Pages

Comment:

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

Total Recording: 62.00

**File Information:**

Document Number: 2021-00009965

Receipt Number: 2021-10539

Recorded Date/Time: 05/27/2021 03:35 PM

Recorded By: Janice Hankins

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\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright", is written over the printed name.

County Clerk  
Henderson County, Texas

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**Record and Return To:**

THE BLUFFS AT CEDAR CREEK LAKE  
305 S BRYAN BELTLINE RD

MESQUITE, TX 75149



**The Bluffs  
At Cedar Creek Lake**

**Second Amended Declarations of  
Covenants, Conditions and Restrictions**

**STATE OF TEXAS           §**  
  §  
**COUNTY OF HENDERSON   §**

This Declaration of Covenants, Conditions and Restrictions is made effective as of the 31<sup>st</sup> of December, 2020, by The Bluffs at Cedar Creek Lake, LLC, Successor to Gulf Shore Tel-Com, Inc., Texas corporation, herein called the "Developer" and "Declarant".

WHEREAS, the Developer is the owner of all that certain real property ("the Property") located in Henderson County, Texas, which property represents a waterfront residential subdivision, known as "The Bluffs at Cedar Creek Lake: described as follows:

WHEREAS, the Developer is desirous of establishing reasonable covenants, conditions, and restrictions pertaining to the use or development of such property, in order to enhance and protect the value thereof the property.

WHEREAS, in order to provide beneficial development for all lot owners, and prevent any use that might diminish the value or pleasurable enjoyment for residential purposes, the Developer deems it necessary to insist on the following protective restrictions and construction provisions:

**ARTICLE 1-DEFINITIONS**

**Developer**

1.01 "Developer" means Declarant and its successors and assigns.

**LOT**

1.02 "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Cabinet E, slide 331-332 of the Plat Records of Henderson County, Texas (the "Map"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Areas.

**Owner**

1.03 "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

**Common Area**

1.04 "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

## **Association**

1.05 "Association" means an incorporated or unincorporated association consisting of all Owners, which shall have the duty of maintaining, operation, and managing the Common area as provided in the Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

## **Board**

1.06 "Board" means the Board of Directors of the Association which shall consist of three (3) individuals appointed only by the Developer during the Development Period.

## **Development Period**

1.06 "Development Period" means the time period in which the Declarant owns any Lot in the subdivision

## **ARTICLE 2-USE RESTRICTIONS**

2.01 All lots shall be used for one (1) single family residence only. In addition to the dwelling structure, upon written approval of the Architectural Control Committee (the "ACC"), there may be erected a one-story accessory building which shall be used only as a guest suite, a detached private garage or servants' quarters, provided such structure may not be rented or lease except as part of the entire premises. Any accessory building must have a minimum of 1,000 square feet of usable space. No soil or trees shall be removed from the property for any commercial purposes.

2.02 The enclosed dwelling area for Lot Numbers 1, 2, 3, 4, 5, 6, 21, 22 and 23 shall contain a minimum of 2,500 square feet: for Lot Numbers 7, 8, 9, 10, 11, 12 and 13 a minimum of 2,200 square feet: and for all other Lots a minimum of 1,800 square feet. Such minimum square footage shall be heated and/or air-conditioned living space. This area does not include garages, open porches, patios, terraces, breeze ways, or decks. Structures of more than one story must first be approved by the ACC. Ceiling heights must be a minimum of nine (9) feet in all living areas, except as approved by the ACC.

2.03 No structure of a temporary nature (including but not limited to manufactured homes, trailers, mobile homes, motor homes, tents, shacks, garages, barns, metal buildings or any other structure) shall be used on any residential lot at any time as a residence.

2.04 No Lot may be subdivided or replatted to make an additional lot or a portion of an additional lot, except the Developer may subdivide a lot if it is deemed by it to be in the best interest of the subdivision. Further, all new lots created by the Developer, by sub-dividing, must be at least one-half (1/2) acre in size. Also, an owner may add two lots together to create one lot, but such new lot will be considered as two lots for purposes of assessment and voting.

2.05 Only construction of a new structure shall be permitted on any lot. The moving of any existing building, cabin, house, or any other structure onto a lot shall be prohibited.

2.06 No building or structure shall be erected on any lot at any point nearer to the front, side or rear property line than the set-back distance designated on the recorded plat. As designated on the plat, or when not specified on the plat, no structure shall be erected nearer than 10 feet to any side property

line, or 25 feet to the front property (roadside) line, or below the 325' elevation line, except for docks, piers or boathouses, and such structures must be constructed according to the TRWD rules and regulations. Utility requirements, as shown on the recorded plat, are reserved on the 10 feet from each side and front boundary lines.

2.07 Each waterfront lot will be sold with an installed galvanized steel retaining wall, backfilled as deemed sufficient by the Developer. Red Iron is not permitted. It is understood that it becomes the lot owner's responsibility to maintain the retaining wall, including the repair or replacement of same if and when deemed necessary by the ACC, in order to maintain a uniform waterfront appearance for the subdivision.

2.08 Any accessory buildings including, but not limited to, barns, home shops, playhouses and RV storage buildings shall be erected with materials consistent with the architecture of the main dwelling structure on each lot, and must be approved by the ACC. All such structures shall be located in a manner to not obstruct the view of any adjoining Lot Owner of the lake. The ACC shall have the authority to control the location of any such structure.

2.09 All dwellings shall be constructed of a minimum of 80% masonry, brick, brick veneer, glass or stone or other materials approved by the ACC. Chimneys must be constructed of material matching the walls of the main structure. The ACC shall have the authority to allow variations from this requirement.

2.10 All dwelling roofs shall be constructed with a minimum pitch of 8 X 12 and shall be constructed out of slate, tile, metal or composition roofing shingles having a minimum warranty of 25 years and/or 240 pounds of weight per bundle.

2.11 No fence, wall or landscape hedge shall be placed on any portion of the property with a height greater than 8 feet, and may not interfere or block adjoining property owners' views of the open water. No barbed wire, chain link or metal t-post and wire fences are permitted. All Fences must be approved by the ACC prior to construction.

2.12 No signs shall be permitted to be placed on a lot, except for signs of not more than 6 square feet advertising the property for sale, or a sign used by the builder during the construction of the dwelling structure.

2.13 All finished dwelling structures must be landscaped with grass, shrubs and trees, and must provide an irrigation system for the watering of the lawn within 18 months from the date of completion of said dwelling, except any new dwelling completed by the Developer on any of the lots as a 'Spec' house, Developer will not have to landscape said lot. However, as soon as said new dwelling is sold to a Purchaser, the dwelling must be landscaped as set forth above, within 18 months by the new owner. Lake pumps are permitted for the lawn irrigation systems.

2.14 No residential lot shall be used or maintained as a site for dumping of rubbish, trash, or garbage. All household garbage shall be kept in sanitary containers with lids, and kept either inside the garage or in an approved screened area. Each lot owner shall be responsible for controlling weeds, grass or any other unsightly growth on said owner's lot. In the event a lot owner fails to control the grass or weeds, the Landscape Control Committee (hereinafter referred to as "LCC"), has the responsibility and right to go onto the lot for the purpose of mowing or cleaning up the grass or weed problem, and shall have the authority to assess and collect from the lot owner the costs incurred for the clean-up. Furthermore, if said lot owner refuses to submit reimbursement for said costs, a lien may be placed on the lot until such costs are reimbursed.

2.15 No animals or livestock of any kind shall be raised, bred or kept on any lot, except for household pets such as dogs, cats or birds, if kept inside, provided that they are not raised, bred, or kept for commercial purposes. Horses, cattle, sheep, chickens, pigs, etc. are not permitted at any time.

2.16 No Noxious or offensive activity shall be conducted upon any residential lot or in any residential structure on same, nor shall anything be done thereon to become an annoyance or a nuisance to the neighborhood.

2.17 No exploration, drilling, or mining of oil, water, gravel or any other earthen or mineral substance shall be permitted on any lot. No commercial or retail business is to be conducted on any lot.

2.18 No boats, personal watercraft, recreational vehicles, campers, motor homes, trailers, or any other similar wheeled vehicles may be stored in the open on the property. Such vehicles must be stored inside a garage, walled structure, or fenced or screened area. All of the above storage structures must be approved by the ACC prior to construction. No construction equipment or materials may be stored on any lot, except during the building of the dwelling structure.

2.19 Construction of the primary dwelling structure must commence within 24 months of the purchase of the lot from the Developer. Continuous construction must occur and the project must be completed and occupied within 12 months of the project start date. If any Owner of a lot, or its successors or assigns, does not, within 24 months after receipt of title to such lot begin (and thereafter continue to completion) substantial and meaningful construction of a building upon said Lot, then Owner must irrigate and landscape said Lot and keep the lot manicured. If neither of the provisions of this paragraph are complied with, the LCC or Developer, shall have the right to irrigate, landscape and maintain the Lot and to charge, as a lien on the Lot, all such cost of irrigation, landscaping and maintenance.

2.20 All lot owners must connect with the electrical, water, and telephone utilities as provided by the Developer, as those services are installed underground, each lot owner is required to run utility services to their dwelling underground as well. As there is no city sewer service available, each lot will be expected to install its own sewage disposal system or 'septic tank' The dwelling structure shall not be occupied as a residence until all plumbing is connected to the sewage disposal system. No outhouse or chemical toilet is to be installed on the lot, except during construction of the dwelling structure. Adequate grease traps, lateral lines and only aerobic septic systems shall be installed underground and must comply with the specifications of State and local health authorities, as well the Tarrant Regional Water District.

2.21 All structures extending to and over the water shall meet the requirements and regulations of the Tarrant Regional Water District. All boat piers must be covered with a mansard or pitched roof. The location of any such structure must be approved by the ACC, prior to its installation.

2.22 Trash, garbage or other waste shall be kept only in sanitary containers. Except on the scheduled day for pickup, these receptacles shall be located only in places that are not visible from the roadway. If any dispute arises as to the location of such trash receptacles, the ACC shall have the right to determine the appropriate location.

2.23 Specifically exempted from these provisions are the activities of the Developer carried in out in the regular pursuit of construction, maintenance or sales within the development. Notwithstanding this or any other provision contained in this Declaration, the Developer may use a currently existing structure located on the property as a sales office. Further at the earlier date of January 1, 2026, or the

date the last lot subject to this Declaration is sold, this existing structure to be used as a sales office shall be either transferred to the Association or removed from the Property.

### **ARTICLE 3-ARCHITECTURAL CONTROL COMMITTEE**

3.01 The Developer shall appoint the ACC, consisting of 3 members who shall be appointed by the Developer. After the Developer no longer owns any lot, the ACC shall be assumed by the Board of the POA. All construction plans shall be submitted to the ACC prior to construction, and must be approved in writing by the ACC before construction commences. The decisions of the ACC shall be final, conclusive, and binding upon all owners.

#### **Approval of Plans and Specifications**

3.02 The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any residence
- (b) Construction of any building, fence, wall or other structure
- (c) Any exterior addition, change or alteration in any building, fence, wall or other structure
- (d) Any landscaping or grading of any lot or lots.

#### **Application for Approval**

3.03 To obtain approval to do any of the work described in Paragraph 3.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of proposed work.

#### **Standard for Review**

3.04 The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information, if the plans do not conform with the appearance of the subdivision, or if the plans do not conform with these Declarations. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### **Failure of Committee to Act**

3.05 If the ACC fails to either approve or reject an application for proposed work, it is the burden of the applicant to resubmit the application until the applicant receives written approval or rejection from the ACC. No construction shall begin until applicant receives written approval from the ACC.

### **ARTICLE 4-COMMON LANDS, EASEMENTS AND ROADWAYS**

4.01 The subdivision street will be constructed out of 6" compacted flex base, and 2" compacted type "D" asphalt and are designated as common land. The lot owner's private driveway must be constructed as "all weather" surface. It must be built out of either 6" of compacted crushed stone "flex-base," and topped with a minimum of 2" of compacted type "D" asphalt, or 4" of reinforced concrete paving, or 6"

crushed granite. An unsurfaced gravel driveway will not be accepted except during the construction phase of the dwelling. The approach or tie-in at the subdivision road must be made out of concrete. Depending on the lot's individual drainage characteristics, a steel culvert (or any variation approved by the ACC) may need to be installed beneath the approach, so as to assure proper drainage of rain water away from the subdivision road. During construction of the residential dwelling, it is the homeowner's and building contractor's daily responsibility to remove all debris tracked out of the construction site onto the subdivision road. Any damage to the subdivision road which is attributable to a specific project will become that lot owner's responsibility to repair immediately, with the exception being the Developer building any spec homes in the subdivision shall not be responsible for any damage to the subdivision. All repairs by lot owners are to be made based on the original construction specifications.

4.02 A utility easement is expressly reserved in, on, over and under the portions of each lot shown on the recorded plat for the purpose of installing, repairing and maintaining electrical, telephone and water utilities. The easement is reserved and dedicated under the terms and provisions hereof and under the terms and provisions of The Bluffs at Cedar Creek Lake subdivision plat. No building or structure may be constructed or allowed to remain on any utility easement.

4.03 The Bluffs at Cedar Creek Lake is a private, gated subdivision; therefore, the subdivision streets will not be adopted into the county maintenance program. It is expressly understood that the maintenance and repair responsibility of the streets is the liability of the lot owners. Each lot owner is responsible for their share of the total expense for said streets at all times, therefore the costs of any repairs, maintenance, or replacement of streets shall be divided evenly between all lot owners, excluding Developer. If any Lot Owner refuses to submit payment for said costs, a lien may be placed on the lot until such costs and all associated penalties are paid in full. The subdivision streets as shown on the Plat recorded in Cabinet E, Slide 331-332 of the Plat Records of Henderson County, Texas shall be deemed to the Property Owner's Association and each lot owner is granted an easement for ingress and egress to their Lot(s) by, through and across the streets shown on the aforesated plat.

4.04 The Owners of all non-water front Lots shall have the right to acquire a boat slip in a boat dock located upon land owned by Tarrant Regional Water District and to be operated by the Association. This right shall run appurtenant to the Lot owned by that Owner. Such right of ownership shall be transferrable only along with the transfer of the Lot of the Owner. The boat slip Owner shall have the right to make improvements, such as the installation of a lift and boat protection padding, upon the approval by the ACC. Such approval shall not be unreasonably withheld. The right or ownership is subject to all other terms of this agreement and, specifically, to the requirements of paying assessments as stated in Article 5. All rights stated in this provision are made subject to the rules and regulations of Tarrant Regional Water District.

#### **ARTICLE 5-PROPERTY OWNERS' ASSOCIATION**

5.01 All lot owners will automatically be and will remain members of a property owners' association (POA), organized by the Developer. Each Lot shall have one vote. In the event a Lot has more than one Owner and the owners are unable to agree as to how the vote should be cast, the vote shall be forfeited on the matter in question. If one Owner cast a vote for any Lot, the vote shall conclusively bind all the Owners of that Lot. The POA will have one (1) class of membership and each Lot Owner will have one (1) vote for each Lot owned. Also, a Lot that is subdivided is considered to be two (2) lots and each Lot will have one (1) vote. A lot that is combined with another lot will have two (2) votes. The POA will have the right and power to collect and disburse assessments and charges, for the installation of certain improvements deemed to be in the best interest of the subdivision, as well as the maintenance of the

common areas including, but not limited to, the street and entrance area, gates, landscaping, streets, and any other repair obligation of each lot owner as described in this document.

#### **Covenants for Assessments**

5.02 The Declarant for each Lot owned by it within the Property, hereby covenants and each purchaser of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 5.03 hereof; (2) special assessments for capital improvements (as specified in Section 5.04, all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

#### **Annual Assessments**

5.03 Each owner of a Lot, except Declarant shall pay to the Association an annual assessment of \$750.00. Developer shall pay to the Association an annual Assessment of 50% of the assessment of the other lot owners and Developer may offset against said assessment the amounts paid during that year for improvements or repairs to the subdivision or any of its streets or common areas. The rate of annual assessment may be increased by the Declarant or by the vote of the membership of the Association. The Board of Directors of The Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as defined above) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Assessments cannot be refunded to an Owner.

5.04 In addition to the annual assessments authorized by the preceding paragraph, the Association or Declarant may levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

#### **Boathouse Assessment**

5.05 In addition to the annual and special assessments provided in Section 5.03 and 5.04, there shall be an annual assessment for all Lot owners who use any of the boat slips provided by the Association as of the date of January 1 of each year. This annual assessment shall be \$ 550.00 per year for each boat slip and shall be payable at the same time as the annual assessments identified in Section 5.03. A separate account and ledger shall be kept of these assessments and all funds shall be used only for the maintenance, operation, repair or replacement of the boat slips to be operated by the Association. All terms of this Article 5 shall apply to the assessment stated in this paragraph the same as they apply to the annual assessments identified in Section 5.03. The Association may establish rules and guidelines for the use of any boat slips operated by the Association.

#### **Vote Required for Increase in Rate of Annual Assessment**

5.06 The increase in the rate of the annual assessment by the Association as authorized herein must be approved by a majority of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose. Written notice of such meeting shall be given to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.



However, the annual assessment can be increased without notice up to ten percent (10%) by a majority vote of the Board or by the Declarant.

#### **Vote Required for Special Assessment**

5.07 The Special Assessment authorized herein must be approved by the Developer or a majority of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting daily called for such purpose, written notice of which shall be given to all member at least ten (10) days in advance and shall set forth the purpose of the meeting.

#### **Commencement Date of Annual Assessment**

5.08 The first annual assessment provided for herein, shall commence with the year 2007 and shall continue thereafter from year to year.

#### **Due Date of Assessments**

5.09 The first annual assessment shall become due and payable on January 1, 2007 and shall be considered delinquent if not paid by January 31, 2007. The assessments for any year after 2007 shall become due and payable on January 1 of such year and delinquent if not paid by January 31 of such year. The due date and delinquent date of any special assessment shall be fixed in the resolution authorizing such assessment.

#### **Owner's Personal Obligation for Payment of Assessments**

5.10 The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees.

#### **Assessment Lien and Foreclosure**

5.11 All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 5.10 hereof and the cost of collection, including attorney's fees as hereinafter provided, there upon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and sums unpaid on a first mortgage lien or first deed of trust lien of record or home improvement lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to another lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Henderson County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting owners property by the Association in like manner as a mortgage or real property subsequent to the recording for notice of assessment lien as provided above, or the Association institute suit against the

owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien Judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

#### **Common Property Exempt**

5.12 All Common Property as defined herein and any Common Property of any other association designated on any record plat filed by Declarant, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

#### **Board of Directors**

5.13 The affairs of the Association shall be managed by the Board. During the Development Period, only Developer may appoint and remove members of the Board. Once the Development Period has ceased, the Board shall be elected by a majority vote of the Property Owners.

### **ARTICLE 6- GENERAL PROVISIONS**

#### **Term and Amendments**

6.01 The restrictions, covenants, and conditions of this declaration shall run for a term of 25 years from the date of the filing of the original Declaration of Covenants, Conditions and Restrictions and will automatically renewed for successive additional 25 years, unless more that 60% of the lot owners vote to eliminate such restrictions. However, this Declaration may be eliminated by agreement of more than 60% of the lot owners, after the Developer has sold all of the lots in the development. Developer reserves the right to waive, vary or amend the application of any of these restrictions, covenants and conditions in any way it sees fit, for so long as it remains the owner of any Lot. None of these restrictions, covenants, and conditions may be waived or amended by the Association so long as the Developer owns any lot, without the approval of the Developer. Any restriction contained herein related to the construction of improvements may be waived or a variance granted by the ACC, as long as it's deemed reasonable and in the best interest of the development and that such variance would not impair the harmonious development of said subdivision or the market value of the existing dwelling structures and their various improvements.

#### **Additional Lands**

6.02 Any real property owned or subsequently acquired by Declarant may be annexed to the Lot or Land that is covered by this Declaration of Covenant, Conditions and Restrictions at the written election of Declarant for so long as it owns any Lot. Such election shall be made by the recording of a Supplement to this Declaration. The Supplement shall describe the real property to be annexed. Upon recording the Supplement, the property or Lots described therein shall be subject to the provisions of this Declaration and the Owner shall have the duties, rights and powers of the Owners of the Lots as

stated in this Declaration. The total number of Lots contained in the project after any such annexation shall be used for the purposes of any allocation of costs or voting rights as described in this Declaration.

#### **Enforcement**

6.03 The Developer, or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration, however no actions of enforcement can be made against the Developer. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the lot owner in which it applies, the ACC, and the President of the Board

#### **Severability**

6.04 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

#### **Covenants Running with the land**

6.05 The assessments, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property in whole or in part, and their heirs, successors and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner.

#### **Attorneys' Fees**

6.06 If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

#### **Liberal Interpretation**

6.07 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

### **ARTICLE 7-LANDSCAPE CONTROL COMMITTEE**

7.01 The Developer shall appoint the LCC, consisting of 3 members who shall be appointed by the Developer. After the Developer no longer owns any lot, the LCC shall be assumed by the Board of the POA. All landscaping and maintenance of all the Common Areas, shall be the responsibility of the LCC. Furthermore, the LCC shall be responsible for monitoring the upkeep and maintenance of the landscape of each lot. The LCC shall have all powers listed in this Declaration, not limited to lien privileges for failure to submit payment for landscape maintenance.

### **ARTICLE 8- ADDITIONAL ANNEXED PROPERTY**

8.01 The property described below is hereby annexed into the subdivision known as "The Bluffs at Cedar Creek Lake," which is described in the Map referenced herein. Therefore, the Property is subject to all present and future recorded Covenants, Conditions and Restrictions that pertain to The Bluffs at Cedar Creek Lake.

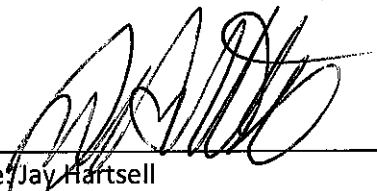
All that certain lot, tract or parcel of land situated in Henderson County, Texas, a part of the Thomas Caro Survey, Abstract 133, and being Lot 3 of Moonlight Bay as shown on plat recorded in Volume 7, Page 19, and Cabinet C, Slide 97, Plat Records of Henderson County, Texas.

In witness whereof, this instrument is made effective as of the date first set forth above.

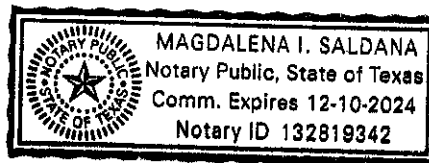
[Signature page to follow]

**DECLARANT AND DEVELOPER:**

The Bluffs at Cedar Creek Lake, LLC,  
Successor to Gulf Shore Tel-Com, Inc.

By:   
Name: Jay Haftsell  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF HENDERSON   §



This Declaration of Covenants, Conditions and Restrictions is made effective as of the 26<sup>th</sup> Day of May, 2021. By the Bluffs at Cedar Creek Lake, LLC, Successor to Gulf Shore Tel-Com, Inc., a Texas corporation, herein called the "Developer" and "Declarant".

  
Notary Public - State of Texas