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Taylor County Texas
Larry G. Bevill
County Clerk

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***** 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 on the date and time stamped hereon and was duly recorded in the Official Public Records in Taylor County, Texas.

Larry G. Bevill
County Clerk
Taylor County, Texas

A handwritten signature in cursive script that reads "Larry G. Bevill".

Carriage Hills Addition Section One

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)	
)	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TAYLOR)	

THAT WHEREAS, Carriage Hills Development Corporation, herein called DECLARANT, is the owner of certain real property located in Taylor County, Texas, being the same property for which a subdivision plat has been approved and filed and which subdivision is known therein as Carriage Hills Addition, Section One and which property has been filed for record in Cabinet 4, Slide 421 of the plat records of Taylor County, Texas, all of which said property is sometimes collectively referred to herein as the "Property"; and

WHEREAS, the DECLARANT desires to convey the Property subject to certain protective Covenants, Conditions, Restrictions, Liens and charges hereinafter set forth; and

WHEREAS, the DECLARANT desires to create and carry out a uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of the property, DECLARANT hereby adopts and establishes the following declaration of reservations, restrictions, covenants, conditions and easements to apply uniformly to the use; improvement, occupancy and conveyance of all the Property;

NOW THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefits of each owner thereof.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of improvements upon the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" (hereinafter called "Committee Rules") shall mean the rules adopted by the Architectural Committee.
- 1.03 Association. "Association" shall mean and refer to the entity that shall have the power, duty, responsibility of administering and enforcing this document and collecting and disbursing the assessments and charges hereinafter prescribed. At a point in time deemed appropriate by Declarant, the Declarant will cause the incorporation of an Association as a non-profit corporation under the laws of the State of Texas. At such time, all Owners' of any Lots in the Subdivision are subject to the by-laws and conditions of said Association.
- 1.04 Declarant. "Declarant" shall mean Carriage Hills Development Corporation, its' duly authorized representatives or its' respective successors or assigns; provided that any assignment of the rights of Carriage Hills Development Corporation as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.05 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind including, but not limited to buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connections with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.06 Lot. "Lot" shall refer to each portion of the Property shown on the recorded subdivision plat as a discreet parcel or tract on which there may only be built a single family dwelling. Except Lots 2 thru 13, Block A, Lots 1 thru 8, Block B and Lots 1 thru 16, Block C, Section One of which the Covenants, Conditions and Restrictions are described in Exhibit "A" attached hereto.
- 1.07 Owner. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall also refer to those persons or entities purchasing a Lot under an executory contract of sale or contract for deed. Persons or entities purchasing under executory contract of sale or contract for deed shall exercise the rights of an Owner to the exclusion of the record owner of the Lot, unless otherwise agreed to in writing between the parties on the contract of sale or contract for deed.
- 1.08 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

- 1.09 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation, and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.
- 1.10 Record, Recorded and Recordation. "Record, Recorded and Recordation" shall mean, with respect to this document, the recordation of such document in the Office of the County Clerk of Taylor County, Texas.
- 1.11 Subdivision. "Subdivision" shall mean Carriage Hills Addition, Section One as shown on the Plat(s) thereof recorded in the Real Property Records of Taylor County, Texas, as modified from time to time.
- 1.12 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, subject to all the terms and restrictions of this Declaration and not in conflict herewith.
- 1.13 The Restrictions. "The Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time.

ARTICLE II
DEVELOPMENT OF THE PROPERTY

- 2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, Declarant may record one or more Supplemental Declarations and designate the use and restrictions as Declarant may deem appropriate for a particular area.

ARTICLE III
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 3.01 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on a Lot.
- 3.02 Signs. No signs, billboards, posters, or other advertising devices shall be erected or displayed to the public view on any Lot with the exception of one professional sign of not more than four (4) square feet advertising the availability of a property for sale.

- 3.03 Noise. No noise or other nuisances shall be permitted to exist to operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- 3.04 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage.
- 3.05 Temporary Structures. No temporary mobile home, house, trailer, shack, tent, or other building shall be placed, erected, or permitted on any lot. The Declarant may grant permission for such temporary buildings for the storage of materials during construction.
- 3.06 Unsightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting generality of the foregoing, graders, commercial trucks (other than pickups), boats, tractors, camper shells, wagons, buses, and garden maintenance tools and equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other enclosed structures. Nothing contained in this Section 3.06 shall prevent or restrict the keeping of a recreational vehicle or travel trailer that is well maintained and in condition to be currently used and is subject to Section 3.08 of this Declaration.
- 3.07 Landscaping. Each Lot on which a home is constructed shall have landscaping including, but not limited to, shrubs, flowers, trees, ground cover, and grass. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the property is conveyed from homebuilder to homeowner. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. Each Lot shall be maintained, including rights-of-ways, in such a manner as to control weeds, grass, and/or other unsightly growth.
- 3.08 Mobile Homes and/or Manufactured Homes. No mobile home, manufactured home, camper or similar wheeled vehicle shall be parked or placed on any Lot at any time, except in a closed garage or within the fenced, walled or enclosed portion of such Lot.
- 3.09 Fences. All Lots shall be fenced on the property line with no fence nearer to the front than the front building line and have a minimum of six (6) feet in height. Fences shall be constructed of cedar wood as to provide privacy. Fences shall be maintained and not allowed to deteriorate to an unsightly state of repair. Cap and trim shall be installed on any fence facing a public street. Chain link fencing is not permitted.

- 3.10 Animals-Household Pets. Domestic pet animals may be kept for owner's personal use and enjoyment.
- 3.11 Dwelling Size, Roof Elevation and Garages . Unless such requirement is expressly waived in writing by Declarant, each single-family dwelling constructed in Subdivision must have a floor area of not less than fifteen hundred (1500) square feet. The first floor of any two (2) story residential structure must have a floor area of no less than one thousand (1000) square feet. The finished area of the second floor of any two (2) story residential structure shall not be more than sixth (60%) percent of the first floor. The measurements are exclusive of open and closed porches, balconies, driveways, and garages. Each single-family residential structure constructed within the Subdivision shall have an attached garage with space sufficient to house at least two (2) vehicles. The roof shall gain a minimum of seven (7) inches in elevation for every twelve (12) inches of horizontal run. These requirements will only be waived by the Declarant in unusual circumstances where the characteristics of the Lot do not reasonably enable compliance with these requirements.
- 3.12 Masonry Requirements. Each single-family dwelling constructed in Subdivision shall have at least seventy-five percent (75%) of the exterior walls of the first floor constructed of stone or masonry. In computing these percentages (1) all gables shall be excluded from the total area of the exterior walls; and (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) all masonry used on walls of an attached garage, fireplace or chimney may be included in the computation as masonry used.
- 3.13 Roofing Materials. All roofing materials shall meet or exceed 25-year warranty composition shingles. Standing seam metal roofing is allowed.
- 3.14 Mailboxes. A mailbox kiosk will be provided by Declarant at a location within the subdivision for the delivery of mail. No curbside mailboxes are allowed.
- 3.15 Building Set-Backs. All residential structures shall comply with the City of Abilene setback requirements.
- 3.16 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the lot, agrees to hold Declarant harmless from enforcement thereof.
- 3.17 Carports, Driveways and Sidewalks. Carports are not allowed. Driveways and sidewalks shall comply with the City of Abilene ordinances pertaining to driveways and sidewalks.

- 3.18 Slab Elevation. The elevation of the finished surface of the first floor slab of all residential structures shall be placed at a height of no less than eighteen inches (18") above the highest point on the Lot upon which the structure is being built. Any variation of this required elevation is at the discretion of the owner and/or builder of such structure without the involvement or participation of Declarant. Further, any owner and/or builder who does construct a slab with an elevation lower than the height specified here shall release and discharge Declarant, and hold Declarant harmless as to any claim, cause of action or damage that may result from any such construction.
- 3.19 Air Conditioners. No window or wall type air conditioner shall be permitted. All exterior air conditioning compressors shall be screened from street view.
- 3.20 Propane Containers. No propane container with a capacity of more than five (5) gallons shall be placed on any Lot unless such container is buried according to safety standards.
- 3.21 Out Buildings. No out building shall be placed on any Lot with a height of six (6) feet at its tallest point.
- 3.22 Access and Egress. No access or egress is allowed from any Lot in the Subdivision to Colony Hill Road or Maple Street.

ARTICLE IV
USE RESTRICTIONS

- 4.01 General. The property shall be improved and used solely for single family residential use, except as specified in Article One, paragraph 1.06 of this document.

ARTICLE V
ARCHITECTURAL COMMITTEE

- 5.01 Membership of Architectural Committee. The Architectural Committee shall, initially, consist of not less than one (1) and not more than three (3) voting members ("Voting Members"). The initial Voting Members of the Architectural Committee appointed by Declarant to serve upon the filing and recordation of the Declaration shall be Aaron Waldrop.
- 5.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to respond in writing to a request for approval specifying its objections within ten (10) business days, such approval shall be deemed to have been given.
- 5.03 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee.

- 5.04 Adoption of Rules. The Architectural Committee may adopt such procedural substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance or its duties, including, but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules. Failure to comply shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense may seek any of the remedies set forth herein for default of this Declaration.
- 5.05 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or other hardship or similar circumstances. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restriction applicable to the Lots for any purpose except as to the particular property in the particular instances covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions thereof.
- 5.06 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.
- 5.07 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out for their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.
- 5.08 Address. Plans and Specifications shall be submitted to the Architectural Committee at 4398 Crawford, Abilene, Texas 79602, or such other address as may be designated by Declarant, its successors and assigns from time to time.
- 5.09 Fees. There shall be no fee required for plan submission and approval.
- 5.10 Term. This section shall be applicable to initial construction and to alterations, changes and additions until December 31, 2035

ARTICLE VI EASEMENTS

- 6.01 Reserved Easements. All Dedications, limitations, restrictions and reservations shown on the plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to the Declaration are incorporated herein for all purposes as if fully set forth therein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.
- 6.02 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Improvements. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the plat.

ARTICLE VII MISCELLANEOUS

- 7.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2035, unless amended as herein provided. After December 31, 2035, this Declaration, including all such covenants, conditions and restriction shall be automatically extended for successive periods of ten (10) years each.
- 7.02 Amendments. Amendments to this Declaration shall not be construed as affecting or amending any governmental ordinances, which affect the Property. Declarant shall have the right to make amendments from time to time to insure the quality of the Subdivision.
- 7.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal Holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Declarant.
- 7.04 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7.05 Assignment by Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

7.06 Enforcement and Non-Waiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense and/or Declarant shall have the right to enforce all of the provisions contained herein. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provisions.
- (B) Non-Waiver. The failure to enforce any provision contained herein at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

7.07 Construction.

- (A) Restriction Severable. The provisions of the restrictions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of another Provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

7.08 Miscellaneous. All improvements erected on any Lot must comply with the requirements of the City of Abilene ordinances relating to Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the

20th day of Aug, 2018.

DECLARANT:

Carriage Hills Development Corporation

By:

[Signature]
Aaron Waldrop, Manager

This instrument was acknowledged before me on the 20th day of August, 2018
by Aaron Waldrop on behalf of Carriage Hills Development Corporation

[Signature]
Notary Public, State of Texas

After recording return to:
Aaron Waldrop
Carriage Hills Development Corporation
13209 Villa Montana Way
Austin, Texas 78732

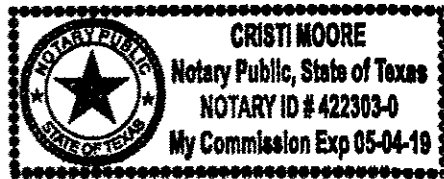
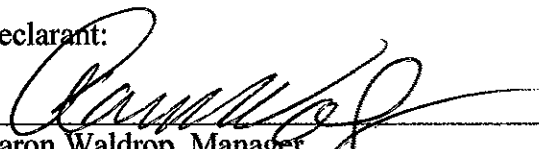


Exhibit "A"
Carriage Hills Addition
Section One
Declaration of Covenants, Conditions and Restrictions

- 1 - This Exhibit "A" only pertains to Lots 2 thru 13, Block A, Lots 1 thru 8, Block B and Lots 1 thru 16, Block C, Section One of Subdivision. Wherein this Exhibit "A" conflicts with any other section of the Covenants, Conditions and Restrictions, the provisions contained in Exhibit "A" shall control.
- 2 - All Lots referred to in paragraph 1 above will be subject to the Covenants, Conditions and Restrictions set forth in Carriage Hills Addition Section One in addition to the items outlined in this Exhibit "A".
- 3 - Minimum square footage of the duplex structure located on any Lot shall not be less than twenty-six hundred (2600), exclusive of open porches and parking facilities.
- 4 - Each duplex unit shall have an enclosed garage large enough to accommodate a minimum of two (2) full size automobiles and at no time be enclosed for conversion to any other space.
- 5 - An irrigation system shall be installed on each Lot from the street curb to the fence line on each side of the structure.
- 6 - Each duplex owner, at all times, is responsible and shall keep all landscaping cultivated, pruned, mowed and free of trash and other unsightly materials.
- 7 - Lots 1 thru 8, Block B, Section One of Subdivision shall have rear entry garages entering the structure from Southern Belle Circle. Therefore, the front of the structure will face a westerly direction. All other duplex structures shall have front entry garages. Furthermore, the back yards of Lots 1 thru 8, Block B shall be fenced according to paragraph 3.09 page 4 of this document.

This Exhibit "A" is attached to and made a part of Section One of the Declarations, Conditions and Restrictions of Carriage Hills Addition Section One.


Declarant:



Aaron Waldrop, Manager
on behalf of Carriage Hills Development Corporation

Aug 20, 2018

Date



Witness
CRISTI MOORE

Print Witness Name