

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CARRIAGE HOUSE VILLAGE-PHASE I

(Superseding and replacing prior covenants)

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Carriage House Village-Phase I is made by Carriage House Joint Venture and Pilkington Development, Inc. ("Declarants"), for the purposes herein set forth as follows:

PREAMBLE AND DECLARATION:

WHEREAS, Declarants are the owners of the real property commonly known as Carriage House Village-Phase I, an addition to Belton ETJ, Bell County, Texas, according to plat thereof recorded in Cabinet _____ Slide _____, Plat Records of Bell County, Texas (hereinafter called the "Subdivision"); and

WHEREAS, Declarants have created a residential community with designated "Lots" (as defined herein) for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarants desire to ensure the preservation of the values and the maintenance of the "Common Areas" and "Capital Improvements" (as defined herein), and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof; and

WHEREAS, Declarants have deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the Jurisdiction and assessment of the Carriage House Village Homeowners Association, which shall have the power to maintain the Common Areas and Capital Improvements and to administer and enforce the covenants and restrictions herein stated; and

NOW, THEREFORE, Declarant declares that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of the Carriage House Village Homeowners Association.

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ARTICLE I-PURPOSE

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The Subdivision is encumbered by this Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure appropriate use and development of the Lots; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures or constructed of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate spacing; and, in general, to provide for a development of high quality to enhance the value of investment made by Owners of Lots.

ARTICLE II-DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

(A) **"Association"** means the Carriage House Village Homeowners Association, an unincorporated association, its successors and assigns as provided for herein, which has the power, duty and responsibility of administering and enforcing the restrictive covenants contained in this Declaration and any Amended or Supplemental Declaration. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

(B) **"Property"** or **"Properties"** means the properties collectively known as Carriage House Village Phase I, an addition to the Belton ETJ, Bell County, Texas, and additions thereto, as are subject to this Declaration.

(C) **"Lot"** means any of the plots of land as shown on the Subdivision Plat of the Subdivision.

(D) **"Subdivision Plat"** means the map or plat of Carriage House Village-Phase I, filed for record in Cabinet, _____, Slide _____, of the Plat Records of Bell County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Bell County, Texas.

(E) **"Living Unit"** means a single-family residence and its garage situated on a Lot.

(F) **"Single Family"** means a group related by blood, adoption, or marriage or a number of unrelated occupants, not to exceed six (6) persons for any Living Unit.

(G) **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers.

(H) **"Declarants"** or **"Developers"** means Carriage House Joint Venture & Pilkington Development Inc., their successors or assigns who are designated as such in writing by Declarants, and who consent in writing to assume the duties and obligations of the Declarants with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from Declarants in the ordinary course of business shall be considered a "Declarants."

(I) **"Resident"** means each Owner who resides within the Properties, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Properties, and any individual who is otherwise lawfully domiciled in a Living Unit.

(J) **"Member"** means all those Owners who are members of the Association as provided herein.

(K) **"Builder Member"** means such builders approved by Declarants for construction within the Subdivision and who own one or more Lots for construction of a residence for resale to others.

(I) **"Board of Directors"** and **"Board"** means the Board of Directors of Carriage House Village Homeowners Association, the election and procedures of which shall be as set forth in the By Laws of the Association.

(M) **"ARC"** and **"Architectural Review Committee"** means the committee created by Declarants consisting of three persons designated by Declarants. The committee shall serve at the pleasure of Declarants or until such time as 100% of the lots in all phases of "Carriage House Village" are owned by persons or entities other than Declarants. When 100% of the lots are owned by persons or entities other than Declarants, each member of the committee may be appointed and removed by an instrument in writing signed by the homeowners association.

(N) **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for Carriage House Village-Phase I Addition, and any amendments and supplements hereto made in accordance with the terms hereof

(O) **"Common Areas"** mean the park, area where fencing has been installed by Declarants and area between fencing and the public right-of-way; the area where walls or signs are at entrances to the subdivision, and the landscaped areas around and in front of said walls or signs.

(P) **"Capital Improvements"** mean any item constructed on or purchased for use in or on any of the common areas or detention pond areas, including pools, park equipment, entrance signage and landscaping or any other items constructed or purchased for use by the association members.

(Q) **"Home Owners Association Dues"** mean payments due quarterly to the Home Owners Association for the purpose of maintaining or adding to any amenities under the control of or for use by the Association.

(R) **"Capital Improvements Fees"** mean one time payments due at closing of lot sales that are used to fund Capital Improvements for the subdivision. Declarants may receive these funds to cover costs already incurred by Declarants to said capital improvements.

ARTICLE III-ARCHITECTURAL REVIEW

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural Review Committee is hereby established to carry out all duties as noted herein with full authority to approve and disapprove and control all construction, development and improvement activities of any kind (including, without limitation, structures, buildings and landscape) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or as decided by the Architectural Review Committee.

No building, structure, fence, residence, house, garage, accessory building, outbuilding or construction of any kind shall be erected, placed, constructed, maintained, modified, redecorated or altered, and no landscaping shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to the following information: floor plans,

including finished floor and ground elevations; exterior elevations for any buildings, fence or other structure; a plat or site plan showing the location of any building, fence or other structure; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the Architectural Review Committee and/or Declarants.

The Architectural Review Committee shall review all plans, specifications and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic and ecological goals of the Subdivision and Declarants, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications, which are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

The Architectural Review Committee may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The Architectural Review Committee shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, members of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Living Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decision of the *Architectural Review Committee* shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Members of the ARC shall not be liable to any person (including Owners and Builders) subject to or possessing or claiming any benefits of this Declaration and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

Declarants shall decide the number and initial ARC members. So long as there is a Class B membership, in the event of the death or resignation of any member of the ARC, Declarants shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. Upon the expiration of the Class B Membership, the Board of Directors shall appoint the members of the ARC, which shall consist of at least three (3) but no more than five (5) members.

The Design Guidelines are incorporated into this Declaration by reference. A copy of any

Supplemental Design Guidelines imposed by Declarants will be furnished to Owners on request. Such Design Guidelines will supplement this Declaration and may make other and further Provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such Design Guidelines may be amended from time to time upon affirmative vote of two-thirds of the Members of the ARC.

ARTICLE IV-RESTRICTIVE COVENANTS FOR USE OF LOTS

(A) Single Family Residential Purpose.

All Lots in the Subdivision shall be used for single family residential purposes only. No business may be operated out of a residence, whether for profit or nonprofit. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Lot.

During the construction and sales period of the initial Living Units, Declarants or Builder Member may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to storage facilities, signs and construction trailers.

All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development.

No Living Unit or other structure shall remain incomplete for more than six (6) months after construction has commenced.

(B) Garages.

Every Living Unit shall have and maintain a garage attached or detached to the residence large enough to accommodate under roof a minimum of two (2), but not more than four (4) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use without the written consent of the ARC. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC. All garages must have garage doors constructed or faced with material harmonious in quality and color with the exterior of the Living Unit. All garage doors shall be closed when not in use. Each Owner, member or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot.

(C) Accessory Buildings.

Every accessory building and/or structure visible from the street, inclusive of such structures as storage buildings, gazebos, spas, greenhouses or children's playhouse, shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition exclusive of masonry material. In no instance shall an accessory building exceed one (1) story in height nor shall the total floor area of an accessory building exceed ten percent (10%), individually or in the aggregate, of the living area square footage of the Living Unit.

(D) Building Materials.

The exterior walls of all Living Units shall be constructed with 75% exterior masonry. The front side shall be constructed of brick, stone, or stucco. The minimum masonry percentage shall apply to the aggregate area of all exterior walls excluding chimneys, doors, windows and similar openings and walls under porches. Masonry includes brick, brick veneer, stone, stone veneer, and rock. The ARC must approve other siding products used for the non-masonry portion of the exterior. In no instance shall more than eighteen (18) inches of the slab of the Living Unit be exposed above finished grade as viewed from any street or right-of-way.

Roofing shall be either three-tab or dimensional composition shingles, or other materials as approved by the ARC.

Roof pitch shall be no less than 6/12 unless approved by the ARC. All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

(E) Architectural Requirements

The theme of this subdivision requires homes to be built in the Traditional Style. All plans shall have a front porch with a minimum length of 50% of the length of the front elevation of the house less the length of the garage and all plans must include at least one gable in the front elevation. Plans will be judged for conformance by the "ARC" before any construction is begun. The ARC will have full discrepancy as to what meets the requirements.

(F) Heights Restriction.

No building or structure erected, altered or placed on, within or in the Properties shall exceed two (2) standard stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall be complied with at all times.

(G) Minimum Floor Space.

The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet (being exclusive of open or screened porches, terraces, patios, driveways, and garages) of not less than:

PHASE I

- | | |
|--|-------------------|
| (1) Block 8 Lots 6-16, Block 10 Lot 1, Block 9 Lots 1-13 | -1200 Square Feet |
| (2) Block 3 Lots 1-7, 16-40, Block 4 Lots 1-9,
Block 5 Lot 1, Block 6 Lot 1-2, Block 7 Lot 1-2,
Block 8 Lots 1-5 | -1400 Square Feet |
| (3) Block 3 Lots 8-15 | -1600 Square Feet |
| (4) Blocks 1 & 2 All Lots | -1800 Square Feet |

(H) Setbacks.

No building or any part thereof, such as a porch, landing, etc. shall be erected nearer than twenty-five feet (25') from the front property line of said lot or tract adjacent to the street or roadway of which said lot faces, or nearer than five feet (5') from sideline of said tract or of the side property line formed by combining a lot and part of an adjoining lot into a building plot by the subdivision of said lots.

(I) Fences.

No fence or wall shall be built or maintained forward of the front wall line nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless approved by the ARC. All fences or walls located on his respective Lots are to be maintained at Owners' expense. All fences shall be of the following composition: all masonry, brick, wood or other material approved by the ARC.

No fence shall exceed six feet (6') in height.

The ARC is empowered to grant variances to the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls.

No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three feet(3') and ten feet(10') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(J) Driveways.

Driveways on each residential Lot must be constructed of concrete or similar substance which must be approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements.

(K) Temporary structures.

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other accessory buildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer except Builder sales and construction trailers, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other Lot or Living Unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot.

No modular, manufactured, prefabricated or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot.

(L) Signs.

No signs, banners, or pennants of any kind shall be displayed to the public view on any Single-Family residential Lot except one (1) professional signs of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for rent or sale, or signs used by Declarants or Builder Member to advertise the property during the construction and sales period. Signs displaying references to distressed properties, foreclosures and bankruptcy are specifically prohibited.

The Owner of such Lot advocating the election of political candidates may erect political signs upon a Lot for one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. Except for signs advertising a Lot or Living Unit for sale and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the ARC. Declarants or their agents shall have the right to remove any signs, billboard or other advertising structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

(M) Environmental Maintenance.

All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Until a Living Unit is built on a Lot, Declarants or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have

dead trees, shrubs and plants removed therefrom. Declarants or the Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner or Builder Member of any Lot shall be obligated to reimburse Declarants or the Association for the cost of such maintenance or removal upon demand.

Yards shall be fully seeded or sodded, exclusive of landscape areas, prior to the time of the occupancy of a Living Unit upon completion of construction. All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscape areas. Decorative ground cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in their natural state depending upon their appearance, and subject to the express approval of the ARC.

The Association may require any Owner to remove or eliminate any object situated on a Living Unit or Lot that is visible from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision. The Association, and its agents, during normal business hours, shall have the right to (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance.

(N) Vehicles.

No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a Builder Member during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a Street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement. No vehicle of any size, which transports inflammatory, explosive, or poisonous cargo, may be kept in the Subdivision at any time.

(O) Offensive Activities.

No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Properties or the Subdivision.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or right-of-way, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (reasonable security and landscape lighting is permitted with the approval of the ARC).

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon or external speakers on rear patios for the purpose of stereo sound provided they cannot be heard from adjacent properties) shall be placed or used upon any Lot.

(P) Garbage and Refuse Disposal.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, Street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street for extended periods of time.

(Q) Pets.

No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bull dogs, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept or maintained for any commercial purpose. Any pet which endangers the health of any owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board, must be permanently removed from the Subdivision upon seven (7) days written notice by the Board of Directors.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

(R) Microwave, Radio, TV Antenna and Solar Collectors.

No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multi-channel multi-point distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view.

All matters set forth in this provision require the express approval, in advance, of the ARC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

(S) Air Conditioning Equipment.

No window, roof or wall type air-conditioner that is visible from any public Street shall be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus shall be installed on the ground in front of a Living Unit.

(T) Athletic Facilities.

Basketball goals, backboards, children's swings or slide apparatus, or any other similar sporting

equipment of either a permanent or temporary nature shall not be placed on the front yard of any lot, or the side yard of corner lots in the Subdivision, other than basketball goals on owners driveway behind the property line, without the prior written consent of the ARC. All recreational equipment is subject to the Design Guidelines.

(U) Mailboxes.

The U.S. Postal Service will not allow private curb side mail boxes in the subdivision. Neighborhood Box Units (NBU) will be installed by the developer for use by all residents.

ARTICLE V-EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, Declarants nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Properties in favor of Declarants and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement, which will significantly interfere with the intended use of the easement.

There is also reserved in favor of the Association a six (6) foot easement along areas in which any fences built or maintained by Declarants are constructed for the purpose of maintaining, repairing and replacing the Fence.

ARTICLE VI-ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarants, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarants and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein allowed or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the Architectural Review Committee, Association nor Declarants shall be

charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

ARTICLE VII-MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS AND REGISTRATION

Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association.

(A) Classes of Membership.

The Association has two classes of membership:

Class A:

Class A members shall be all Owners and Builder Members with the exception of Declarants and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an Interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B:

The Class B member shall be Declarants who shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier (1) at such time as the Declarants have conveyed eighty-five percent (85%) or more of the land area of the Subdivision, whether in a single or multiple transaction, to an Owner or to any governmental authority for public use, or (2) on January 1, 2024.

(B) Suspension of Voting Rights.

All voting rights of Owner may be suspended by the Board of Directors during any period in which such Owner is in default and/or violation hereunder or under the by-laws or rules and regulations of the Association.

(C) Dues:

Dues are as follows:

Capital Improvement Fee: \$750.00 per Lot due at closing of Lot Sale.

Initiation Fee: \$200 per Home due at closing of Home.

Quarterly Home Owners Association Dues: \$70.00 Due within two weeks of the beginning of each quarter.

1st Quarter: January, February, March

2nd Quarter: April, May, June

3rd Quarter: July, August, September

4th Quarter: October, November, December

(D) Duties and Powers of Board.

Through the Board, the Association shall have the following powers and duties:

(a) To adopt rules and regulations to implement this Amendment and the Association's bylaws

(b) To enforce this Amendment, the bylaws, its rules and regulations

(c) To elect officers of the Board and select members of the Architectural Control Committee when

that power devolves to the Board

- (d) To delegate its powers to committees, officers, or employees
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner of a property, including Developer
- (g) To establish and collect special assessments for capital improvements or other purposes
- (h) To file liens against property owners because of nonpayment of assessments duly levied and to foreclose on those liens
- (i) To receive complaints regarding violations of this Amendment, the bylaws, or the rules and regulations
- (j) To hold hearings to determine whether to discipline Owners who violate this Amendment, the bylaws, or the rules and regulations
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings
- (l) To hold regular meetings of the Board
- (m) To manage and maintain the common areas and capital improvements in a state of high quality and in good repair
- (n) To pay the costs of any liability insurance and fire insurance on the common areas and appurtenances and any liability insurance for members of the Board

ARTICLE VIII-COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarants, for each Lot owned by it within the Properties, hereby covenants, and each Builder Member and every Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Member Charges levied against individual Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a restrictive covenant contained in the Declaration and for the cost of maintaining the Common Areas and all Capital Improvements. The assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The Association, by vote of the Board, may impose a charge (Member Charge) upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of landscaping or site improvements on any particular Lot when the Board has determined the maintenance, repair or replacement of

improvements associated with such Owner's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in Article III, Section (L) of this Declaration. The Owners of such Lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by correcting the deficiencies. The Owner shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance. The Association for the maintenance of the Park and all Amenities and the Entry Ways including fences and appurtenances and all Capital Improvements may impose a Member Charge.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law, if the Board shall refuse or fail to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per annum. If applicable state law provides or requires an alternate ceiling under Vernon's Annotated Texas Civil Statutes Article 5069-1.04, then that ceiling shall be the indicated rate ceiling.

Remedies and Lien for Assessments. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint Agents, to mail and file the notices required by Texas Property Code §51.002, to conduct the sale, and to otherwise comply with the statute. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Bell County, Texas an Affidavit of Delinquent And Notice Of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Living Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such apartment by forcible detainer or by Writ of Possession.

Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Bell County, Texas an Affidavit of Delinquent And Notice Of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Living Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such apartment by forcible detainer or by Writ of Possession.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE IX-INSURANCE AND CONDEMNATION

Fire, Hazard and Casualty Insurance.

Owners of Lots hereby covenant and agree with other Owners and the Association to carry all-risk casualty insurance on their Lot. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Living Unit. In the event the Living Unit is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction and must continue to be maintained indefinitely.

ARTICLE X-AMENDMENT AND ANNEXATION

This Declaration shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless amended as provided herein. This Declaration may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes. The amendment shall be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Official Public Records of Real Property of Bell County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Declarants shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for a period of one (1) year from the date of recordation of this Declaration in the Official Public Records of Real Property of Bell County, Texas for any reason. Notwithstanding the foregoing, after the expiration of one (1) year from the date of recordation of this Declaration in the Official Public Records of Real Property of Bell County, Texas, Declarants shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FRA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

Declarants shall have the right, privilege and option to annex additional land to make it subject to this Declaration by filing in the Official Public Records of Real Property of Bell County, Texas an amendment annexing such property. Additional property may be thereafter annexed and made subject to this Declaration, or property may be withdrawn, by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total voted filed of record in the Official Public Records of Real Property of Bell County, Texas.

ARTICLE XI-GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction and procedures required under all applicable laws, governmental rules, regulation, and permits. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarants cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarants and the Association shall have the right to enter upon any Lot on which one or more condition or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five (5) days prior written notice and has failed to remedy the complained of violation with such time, and each such Owner and Builder Member indemnifies and holds harmless Declarants and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XII-COMMON AREAS

The park area designated as "Tract B" on the Final Plat of "Carriage House Village, Phase I" shall be dedicated to the "Carriage House Village Home Owners Association". The Association shall maintain the Common Areas and appurtenances in a neat and attractive condition.

ARTICLE XIV-AMMENITIES

All amenities purchased by the Declarants or with Capital Improvement Funds, including but not limited to the pool, pavilion, playground equipment in park and detention areas, entrance structures and landscaping and fencing shall be dedicated to the "Carriage House Village Homeowners Association". The Association shall maintain all amenities in a neat and attractive manner.

ARTICLE XV-GENERAL PROVISIONS

(A) Interpretation.

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible

to more than one or conflicting interpretation, then the interpretation which is most nearly accordance with the general purposes and objectives of this Declaration, shall govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, conflict with the application of any provision of the by-laws of the Association, the provisions or application of the Declaration shall prevail.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

(B) Notices.

Any notices required to be given to any owners, member or resident shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the owner, member or resident at the last known address as shown by the records of the Association.

(C) Heading.

The headings contained in this Declaration are for reference purpose only and shall not in any way effect the meaning or interpretation of this Declaration.

EXECUTED effective this 3 day of March, 2004.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed on its behalf, as of the day and year above written.

DECLARANTS:

Carriage House Village Joint Venture,

By: [Signature]
Barry Ratliff

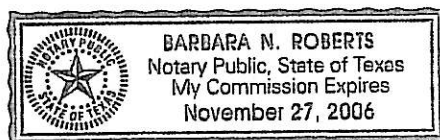
By: [Signature]
Michael D. Pilkington

Pilkington Development Corp.,

By: [Signature]
Michael D. Pilkington

This instrument was acknowledged before me on the 3 day of March, 2004, by Barry Ratliff and Michael D. Pilkington on behalf of Carriage House Joint Venture and Pilkington Development, Inc.

[Signature], Notary Public in and for The State of Texas



FILED FOR RECORD
04 MAR 3 PM 4 01
CLERK, COUNTY CLERK
BY

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