

Dedication Instruments
for
THE CARRIAGE HOUSE ESTATES OF SALADO

STATE OF TEXAS

COUNTY OF BELL

WHEREAS, Stillwell Construction Co., Inc., a Texas Corporation, hereinafter referred to as Grantor, the owner of a tract of land out of and a part of the Young Williams Survey, Abstract No. 861, County of Bell, and more particularly described by metes and bounds in a survey by Charles C. Lucko contained in Exhibit "A", attached hereto and incorporated herein for a complete legal description.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Grantor does hereby adopt this plat as properly described in Exhibit "A" attached to this instrument subject to the covenants and conditions more properly described in the instrument attached as Exhibit "B" which designates the above described property as The Carriage House Estates of Salado, a subdivision of the Young Williams Survey, Abstract No. 861, Bell County, Texas. Grantor, and for good and valuable consideration, paid by Bell County, Texas, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, give, grant and convey unto the said Grantee for the public use forever, the roads, streets, and utility easements as shown on the plat and attached exhibit, upon, across and through said property for all of the purposes herein enumerated.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, included but not limited to, the free right of ingress or egress over and across said lands to and from said easements to construct, reconstruct and maintain same. This conveyance is made subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, as shown in the office of the County Clerk of Bell County, Texas.

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TO HAVE AND TO HOLD the said easements, together with all and singular the rights and privileges thereto in any manner belonging unto the said Grantee, its successors and assigns forever, so long as said property is used for roads, streets and utility easements as shown on the plat and attached exhibit or for any other public purpose; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Bell County, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this the 25th day of January, 1993.

Stillwell Construction Co., Inc.
By: Gerald W. Stillwell
Gerald W. Stillwell

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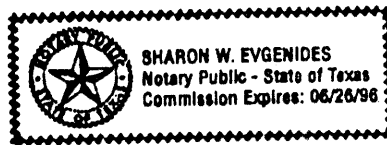
STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared Gerald W. Stillwell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Stillwell Construction Co., Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 25th day of January, 1993.

Sharon W. Evgenides
Notary Public, State of Texas
My Commission Expires: 6/26/96



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Exhibit A

January 6, 1993

Perimeter Boundary Description for **CARRIAGE HOUSE ESTATES OF SALADO**, a proposed subdivision in Bell County, Texas, being:

10.801 acres of land situated within the **YOUNG WILLIAMS SURVEY, Abstract number 861**, in Bell County, Texas, and being the same tract as described in the deed to Stillwell Construction Co., Inc. recorded in volume 2905, page 479 of the Bell County Deed Records, said Stillwell tract being severed from a tract called 27.02 acres in the deed to Iva Lea Worley Barton recorded in volume 2817, page 560 of said Deed Records; said 10.801 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of the said Stillwell tract, and being in the north line of that certain tract called 4.611 acres in the deed to Salado Independent School District recorded in volume 2023, page 102 of the said Deed Records, and being the southwest corner of this subdivision. From said iron rod, another 1/2 inch iron rod found in the east line of Main Street for the southwest corner of the said Barton 27.02 acre tract, bears North 71 deg.15 min.40 sec. West, 345.00 feet.

THENCE North 19 deg.00 min.00 sec. East, along the westerly west line of the said Stillwell tract, now being an east line of the remaining Barton property, **665.36 feet** to a 1/2 inch iron rod found in the south line of that certain tract called 3 acres in the deed to Earl Guest, et ux recorded in volume 663, page 42 of the said Deed Records, for the westerly northwest corner of the said Stillwell tract, and of this subdivision. From said iron rod, a fence post found in the aforementioned east line of Main Street for the northwest corner of the said Barton 27.02 acre tract, bears North 71 deg. 00 min.00 sec. West, 345.00 feet.

THENCE South 71 deg.00 min.00 sec. East, along the north line of the said Stillwell tract, and along the south line of the said Guest tract, **256.97 feet** to a wood fence post found for the southeast corner of the said Guest tract, and for a reentrant corner of the said Stillwell tract, and of this subdivision.

THENCE North 23 deg.58 min.30 sec. East, along the east line of the said Guest tract, being the northerly west line of the said Stillwell tract, **213.04 feet** to a wood fence post found in the south line of the tract called 8.414 acres in the deed to Perry V. Dalby, et ux recorded in volume 2136, page 23 of the said Deed Records, for the northeast corner of the said Guest tract, and being the northerly northwest corner of the said Stillwell tract, and of this subdivision.

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Field Notes CARRIAGE HOUSE ESTATES, contd.

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THENCE South 71 deg.15 min.00 sec. East, with the common Dalby and Stillwell line, 99.30 feet to a 1/2 inch iron rod found in the centerline of a creek for the northeast corner of the said Stillwell tract, and of this subdivision.

THENCE with the meanders of said creek, proceeding in a downstream direction, and being along the east line of the said Stillwell tract, which is now the west line of the remaining said Barton property from which said Stillwell tract was severed, the following 20 courses and distances:

- 1.) South 11 deg.35 min.59 sec. East, 57.33 feet; a Railroad Spike found.
- 2.) South 19 deg.41 min.29 sec. East, 47.13 feet; a 1/2 inch iron rod found.
- 3.) South 09 deg.40 min.03 sec. East, 52.40 feet; a Railroad Spike found.
- 4.) South 00 deg.04 min.29 sec. West, 36.75 feet; a 1/2 inch iron rod found.
- 5.) South 07 deg.21 min.14 sec. West, 52.42 feet; a 1/2 inch iron rod found.
- 6.) South 11 deg.44 min.15 sec. West, 71.47 feet; a Railroad Spike found.
- 7.) South 19 deg.29 min.56 sec. East, 80.87 feet; a 1/2 inch iron rod found.
- 8.) South 15 deg.30 min.02 sec. East, 51.19 feet; a 1/2 inch iron rod found.
- 9.) South 04 deg.29 min.24 sec. West, 39.09 feet; a 1/2 inch iron rod found.
- 10.) South 48 deg.09 min.59 sec. West, 27.64 feet; a 1/2 inch iron rod found.
- 11.) South 86 deg.09 min.53 sec. West, 10.82 feet; a 1/2 inch iron rod found.
- 12.) South 08 deg.36 min.36 sec. East, 47.24 feet; a Railroad Spike found.
- 13.) South 38 deg.56 min.46 sec. East, 39.36 feet; a 1/2 inch iron rod found.
- 14.) South 32 deg.10 min.54 sec. East, 49.59 feet; a 1/2 inch iron rod found.
- 15.) South 34 deg.53 min.55 sec. East, 26.88 feet; a 1/2 inch iron rod found.
- 16.) South 64 deg.54 min.18 sec. East, 27.56 feet; a 1/2 inch iron rod found.
- 17.) South 53 deg.56 min.14 sec. East, 22.11 feet; a 1/2 inch iron rod found.
- 18.) South 38 deg.07 min.22 sec. East, 43.04 feet; a 1/2 inch iron rod found.
- 19.) South 33 deg.55 min.04 sec. West, 91.85 feet; a 1/2 inch iron rod found.
- 20.) South 08 deg.12 min.18 sec. West, 75.98 feet; a 1/2 inch iron rod found.

THENCE South 18 deg.44 min.20 sec. West, departing from said creek, and continuing along the east line of said Stillwell tract, and along the west line of the remnant of the said Barton tract, 123.66 feet to a 1/2 inch iron rod found in the north line of the tract called 4.256 acres in the deed to Kenneth G. Simmons, et ux recorded in volume 1694, page 129 of the said Deed Records, and being the southeast corner of the said Stillwell tract, and of this subdivision.

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Field Notes for CARRIAGE HOUSE ESTATES OF SALADO, contd.

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THENCE North 71 deg.15 min.40 sec. West, along the common Stillwell and Simmons line, at 55.69 feet, per said Simmons deed, pass the northwest corner of said Simmons 4.256 acres, which is the northeast corner of a tract called 3.41 acres as described in the deed to Oakwood Properties of Salado recorded in volume 1624, page 468 of said Deed Records, and continue along the common Stillwell and Oakwood Properties line, at a distance of 396.42, per the following deed call, pass the northwest corner of said 3.41 acres, which is the northeast corner of a tract called 1.9655 acres in another deed to Oakwood Properties of Salado recorded in volume 1623, page 590 of said Deed Records, and continue for a total distance of **627.63 feet** to a 1/2 inch iron rod found in the east line of the previously mentioned 4.611 acre Salado Independent School District tract, for the northwest corner of said Oakwood Properties 1.9655 acres, and being the southerly southwest corner of the said Stillwell tract, and of this subdivision.

THENCE North 14 deg.50 min.45 sec. East, with the east line of said School District tract, and the southerly west line of said Stillwell tract, **15.13 feet** to a 1/2 inch iron rod found for the northeast corner of said School tract, and for a reentrant corner of the said Stillwell tract.

THENCE North 71 deg.00 min.00 sec. West, with the north line of the said School District tract, and along the south line of the said Stillwell tract, **118.45 feet** to the Point Of Beginning, and containing 10.801 acres.

The bearings recited herein are based upon honoring the east line of Main Street, which is the west line of the herein mentioned Barton 27.02 acres.

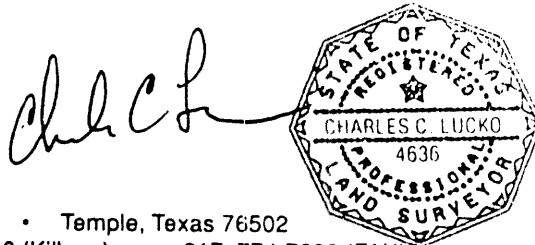
I, Charles C. Lucko, Registered Professional Land Surveyor (TX Lic. # 4636) do hereby certify that the above description has been prepared from an actual survey performed on the ground by men under my direct supervision, and that to the best of my knowledge this description is an accurate representation of the facts.

Survey Date: January 4, 1993.

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EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CARRIAGE HOUSE ESTATES OF SALADO

THE STATE OF TEXAS S
 S KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BELL S

WHEREAS, Declarant is the owner of the Subdivision (as that term is hereinafter defined); and,

WHEREAS, Declarant desires to provide the preservation of values and amenities in the community; and,

WHEREAS, to accomplish this objective, Declarant desires to 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 each Owner thereof;

NOW, THEREFORE, Declarant hereby declares that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens, which easements, restrictions, covenants, conditions, charges and liens shall run with the Subdivision and shall be binding on all parties having or acquiring any right, title, or interest, whether legal or equitable, in the Subdivision or any part thereof, and shall also inure to the benefit of such parties.

ARTICLE I

Definitions

Section 1. The term "Declarant" shall mean and refer to Stillwell Construction Co., Inc., a Texas Corporation, its successors or assigns (i) if such successor or assign should acquire more than one undeveloped Lot (as said term is hereinafter defined) from the Declarant for the purpose of development, and (ii) if such successor or assign is expressly designated in writing by Stillwell Construction Co., Inc., as a successor or assignee of the rights of Stillwell Construction Co., Inc., set forth herein.

Section 2. The term "Lot" shall mean and refer to any one of the Lots of the Subdivision, as shown on the plat of the Subdivision recorded in Cabinet _____, Slide _____, of the Plat Records of Bell County, Texas.

Section 3. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee

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simple title to any Lot which is a part of the Subdivision, but excluding those having such interests merely as security for performance of an obligation.

Section 4. The term "Subdivision" shall mean and refer to all of that certain land located within Carriage House Estates of Salado, a subdivision in Bell County, Texas, according to the Plat thereof recorded in Cabinet _____, Slide _____ of the Plat Records of Bell County, Texas.

ARTICLE II

Single Family Residential Construction

No building or structure shall be erected, altered or permitted to remain on any Lot other than one detached Single family residential dwelling not to exceed two stories in height, a private attached or detached garage for not more than four (4) cars and an attached or detached structure for auxiliary quarters (which structure for auxiliary quarters shall not exceed the main dwelling height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the Lot or by one or more domestic servants employed on the premises).

ARTICLE III

Architectural Control

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any Lot until the construction plans, specifications, exterior color and material schedules, and a plot plan showing the location of the structure or improvements has been submitted to and approved by Declarant, or it's assignees hereinafter provided for, as to compliance with these restrictions and as to quality of material, harmony of external design with existing an proposed structures and as to location with respect to topography and finish grade elevation. In the event the Declarant, or its assignees hereinafter provided for, fails to approve or disapprove within fifteen (15) days after the receipt of such documents as may be required by Declarant, or its assignees hereinafter provided for, approval will not be required. Declarant may assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted by it to an Architectural Control Committee composed as hereinafter described at any time, at Declarant's sole discretion, after all of the Lots in the Subdivision have been sold.

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ARTICLE IV

Minimum Square Footage within Improvements

No building shall be constructed on any Lot unless the total area of usable floor space of the house proper, including interior enclosed garden rooms and porches, equals or exceeds two thousand square feet, not including attached garages, carports, terraces or unenclosed porches, computed on the perimeter measurements of the ground floor and second floor or the total perimeter measurement of all floors and levels. No building shall be built with less than 70% masonry materials on the exterior or a suitable siding substitute can be used in place of masonry if approved by the architectural control committee. Raw Cedar left to weather will not be accepted as siding.

ARTICLE V

Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front lot line of nearer to the side street line than the minimum building setback lines shown on the recorded plat. Garages may be attached to the residence or garages may be detached from the residence, and any garage, be it attached or detached, must be of similar design, construction and comparable to that of the residence, or approved by architectural control committee.

ARTICLE VI

Composite Building Site

Any owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat.

ARTICLE VII

Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for the subdivision and no structure (except fences, driveways and

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sidewalks) shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by said easements.

ARTICLE VIII

Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. Declarant may maintain in or upon such portions of the Subdivision as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, construction or sales offices, storage areas, model units and signs.

ARTICLE IX

Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence; provided, however, trailers used for construction purposes shall be permitted during the periods of construction on any Lot.

ARTICLE X

Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right of way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage, fenced areas or must be parked behind structure out of view as much as possible. Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this addition at any time.

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ARTICLE XI

Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or any Lot, except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that not more than two (2) of each type animal is kept. Dogs must be kept on a leash when not on their owner's lot.

ARTICLE XII

Walls, Fences and Hedges

No fence shall be constructed or allowed to remain in front of the minimum building setback line. No fence behind the minimum building setback line shall exceed a maximum height of eight feet. No wire fence of any type will be permitted, except small areas for common household pets.

ARTICLE XIII

Visual Obstructions at the Intersection of Public Streets

No object or thing having an elevation of more than two (2) feet shall be placed, planted or permitted to remain on any corner Lot within the triangular area bounded by the two Lot lines along the streets adjoining such corner lot and a third line connecting such street property lines between the points on such lines twenty-five (25) feet from the intersection of such lines.

ARTICLE XIV

Lot Maintenance

The Owners or Occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a

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drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof, Declarant (or its assignee) shall without liability to the Owner or occupant in trespass or otherwise enter upon said Lot or cause to cut such weeds and grass and remove or cause to be removed to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof.

ARTICLE XV

Signs, Advertisements, Billboards

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding six (6) square feet in area may be erected or maintained on any Lot. Declarant (or its assignee, the Architectural Control Committee) will have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lot and in so doing shall not be subject to any liability or trespass or other sort in connection therewith or arising with such removal.

ARTICLE XVI

Paving and Drainage

No driveways or access road to Lots shall be constructed without provisions for drainage of surface water along the designated right of way, nor without asphalt paving or concrete paving or concrete paving being installed between the street or road paving and the Lot line. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes draining across adjacent property and/or Lots; drainage shall be into the street or road area, or into natural drainage areas wherever possible.

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ARTICLE XVII

Severability

Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XVIII

Amendment to the Above Deed Restrictions

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended (unless terminated as described below) for successive periods of ten (10) years. This Declaration may be amended or declared null and void by an instrument signed by board members of Stillwell Construction Co., Inc. Any amendment must be recorded in the Official Public Records of Bell County, Texas.

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ARTICLE XXVII

Applicability

The terms and provisions of this Declaration shall not apply nor be deemed to apply to any other lands except the Subdivision.

WITNESS THE EXECUTION HEREOF this the 19th day of JANUARY, 1993.

STILLWELL CONSTRUCTION CO., INC.

By: G. W. Stillwell
G. W. Stillwell, President

FILED FOR RECORD
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BY _____
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