

**VOL 6169 PG032**

**CARRIAGE HOUSE ESTATES OF SALADO NEIGHBORHOOD ASSOCIATION**

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**For**

**CARRIAGE HOUSE ESTATES OF SALADO NEIGHBORHOOD ASSOCIATION**

**August 2006**

**CARRIAGE HOUSE ESTATES OF SALADO NEIGHBORHOOD ASSOCIATION**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**For**

**CARRIAGE HOUSE ESTATES OF SALADO NEIGHBORHOOD ASSOCIATION**

THE STATE OF TEXAS S  
COUNTY OF BELL S KNOW ALL MEN BY THESE PRESENTS THAT:  
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WHEREAS, Carriage House Estates of Salado Neighborhood Association, Declarant, as that term is hereinafter defined; and who are signatories hereto, and

WHEREAS, Declarant's 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 Carriage House Estates of Salado Neighborhood Association, a non-profit unincorporated organization.

**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 B, Slide 268-A, 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 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 for the legal designated street address of the Lot of each owner is shown beside his signature below. If there is more than one owner of a Lot, each record owner must sign as set forth below.

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Section 4. The term "Subdivision" shall mean and refer to all of that certain land located within Carriage House Estates of Salado Neighborhood Association, a Subdivision in Bell County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 268-A 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). Storm shelters, above or below ground, are permitted provided they are constructed for safe use and comply with standards of law.

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, as to compliance with these restrictions and as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Declarant fails to approve or disapprove within fifteen (15) days after the receipt of such documents as may be required by Declarant, approval will not be required. Declarant may assign its right to approve or disapprove plans and specifications and location of structures to an Architectural Control Committee. Architectural Committee shall be composed of the Association President as Chairman and two other Association members.

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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, 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 measurements of all floors and levels. No building shall be build 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 or 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 attached or detached, must be of similar design, construction and comparable to that of the residence, or approved by the 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 construction improvements on such resulting site in which case setback line shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat.

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**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 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.

**ARTICLE IX**

**Use of Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings 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  $\frac{3}{4}$  ton shall not be permitted to park on streets, driveways or Lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this Subdivision at any time.

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**ARTICLE XI**

**Animal Husbandry**

No animals, livestock or poultry of any kind shall be raised, bred on 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 of 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 (8) 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. Trash containers, of all types will be hidden from view from all streets. 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, woodpiles 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; at local market rates, 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 for such work, as the case may be. The Owner or Occupant 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" or temporary political 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 driveway or access road to Lots shall be constructed without provisions for drainage of surface water along the designated right of way, nor asphalt 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 judgment 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 ten (10) 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 authorized officials of Carriage House Estates of Salado Neighborhood Association by the owners of at least seventy-five (75) percent of the total number of Lots in the Subdivision. This Declaration of Covenants, Conditions and Restrictions for Carriage House Estates of Salado Neighborhood Association supersedes, and replaces in its entirety that filed by Stillwell Construction Company, G. W. Stillwell, President, dated January 19, 1993. Stillwell Construction is no longer in business and is not the owner of any Lot or residence in Carriage House Estates. Original Covenants were filed at Bell County Courthouse on March 11, 1993 in the official records of Bell County, Volume 2953, Page 532. Carriage House Estates of Salado Neighborhood Association has approved these Covenants, Conditions, and Restrictions and directed the Association President to place them on file in the Bell County records.

**ARTICLE XIX**

**Applicability**

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



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**LOT OWNER 1**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STREET ADDRESS**

**LEGAL ADDRESS**

730 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0001 OF SALADO

**LOT OWNER 2**

*Kendall Cower*  
\_\_\_\_\_  
Signature

*Julie A Cower*  
\_\_\_\_\_  
Signature

*KENDALL COWER*  
\_\_\_\_\_  
Printed Name

*Julie A Cower*  
\_\_\_\_\_  
Printed Name

DATE: *08-20-06*

DATE: *08-20-06*

**STREET ADDRESS**

**LEGAL ADDRESS**

736 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0002 OF SALADO

**LOT OWNER 3** *see 8A of 12*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STREET ADDRESS**

**LEGAL ADDRESS**

742 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0003 OF SALADO

**CARRIAGE HOUSE ESTATES OF SALADO NEIGHBORHOOD ASSOCIATION**

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**LOT OWNER 4**

Jerry L. Smith  
Signature

Jerry L. Smith  
Printed Name

DATE: 8-20-06

**STREET ADDRESS**

737 McKay Lane  
Salado, Texas 76571

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0004 OF SALADO

**LOT OWNER 5**

Robert Carter Jr MD  
Signature

Robert Carter Jr MD  
Printed Name

DATE: 8-20-06

**STREET ADDRESS**

737 McKay Lane  
Salado, Texas 76571

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0005 OF SALADO

**LOT OWNER 6**

Steven Ledbetter  
Signature

Steven Ledbetter  
Printed Name

DATE: 8-20-06

**STREET ADDRESS**

200 Carriage House Road  
Salado, Texas 76571

Debra M Ledbetter  
Signature

Debra M. Ledbetter  
Printed Name

DATE: 8-20-06

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0006 OF SALADO

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**LOT OWNER 7**

GREG FELTSCHE  
Signature

GREG FELTSCHE  
Printed Name

DATE: 8/20/06

**STREET ADDRESS**

209 Carriage House Road  
Salado, Texas 76571

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0007 OF SALADO

**LOT OWNER 8**

Richard Dvoracek  
Signature

RICHARD DVORACEK  
Printed Name

DATE: 8-20-06

**STREET ADDRESS**

201 Carriage House Road  
Salado, Texas 76571

Barbara Dvoracek  
Signature

BARBARA DVORACEK  
Printed Name

DATE: 8-20-06

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0008 OF SALADO

**LOT OWNER 9**

Winifred G. Williams  
Signature

WINIFRED G. WILLIAMS  
Printed Name

DATE: 30 AUG. 2006

**STREET ADDRESS**

701 Ashley Court  
Salado, Texas 76571

Mary L. Williams  
Signature

MARY L. WILLIAMS  
Printed Name

DATE: August 20, 2006

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0009 OF SALADO

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**LOT OWNER 10**

*Billie Jean Ferguson*  
Signature

*Billie Jean Ferguson*  
Printed Name

DATE: *8-22-06*

**STREET ADDRESS**

695 Ashley Court  
Salado, Texas 76571

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0010 OF SALADO

**LOT OWNER 11**

*Kim Steck*  
Signature

*KIM STECK*  
Printed Name

DATE: *August 20, 2006*

**STREET ADDRESS**

688 Ashley Court  
Salado, Texas 76571

*n/a*  
Signature

*n/a*  
Printed Name

DATE: *n/a*

**LEGAL ADDRESS**

THE CARRIAGE HOUSE ESTS, BLK 001  
LT 0011 OF SALADO

**LOT OWNER 12**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**STREET ADDRESS**

694 Ashley Court  
Salado, Texas 76571

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

DATE: \_\_\_\_\_

**LEGAL ADDRESS**

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LT 0012 OF SALADO

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**LOT OWNER 13**

Charles A. Turnbo

Signature

Charles A. Turnbo

Printed Name

DATE: August 20, 2006

Beverly A. Turnbo

Signature

BEVERLY A. TURNBO

Printed Name

DATE: AUGUST 20, 2006

**STREET ADDRESS**

700 Ashley Court  
Salado, Texas 76571

**LEGAL ADDRESS**

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**LOT OWNER 1**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STREET ADDRESS**

**LEGAL ADDRESS**

730 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0001 OF SALADO

**LOT OWNER 2**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STREET ADDRESS**

**LEGAL ADDRESS**

736 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0002 OF SALADO

**LOT OWNER 3**

Signature *[Handwritten Signature]*

Signature ~~\_\_\_\_\_~~

Printed Name JAMES M. LASITER

Printed Name ~~\_\_\_\_\_~~

DATE: 8/21/06

DATE: ~~\_\_\_\_\_~~

**STREET ADDRESS**

**LEGAL ADDRESS**

742 McKay Lane  
Salado, Texas 76571

THE CARRIAGE HOUSE ESTS, BLK 001,  
LT 0003 OF SALADO

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