

DEED RESTRICTIONS - HERITAGE PARKS SECTIONS SIX

STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENT: THAT

COUNTY OF TAYLOR

BEING 9.705 acres of land out of the remainder of a 223.29 acre tract of land out of Sections 21 and 25 of the Blind Asylum Lands, Taylor County, Texas, said 223.29 acre tract is described in a certain Warranty Deed to Musgrave and Musgrave, LLP recorded in Volume 3121, Page 857 of the Official Public Records of Taylor County, Texas, and said 9.705 acres, being out of said Section 21, is more particularly described in metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped “Chase 1901” found at the Northwest corner of Section 4, Heritage Parks Addition to the City of Abilene, Taylor County, Texas, the plat of which is recorded in Plat Cabinet 3, Slide 659 of the Plat Records of said Taylor County, Texas, said point also being on the East line of a 20 feet alley along the East side of Section 1, Harvest Hills Addition to said City of Abilene according to the plat of same recorded in Plat Cabinet 2, Slide 188D of said Plat Records;

THENCE N00°07’13”E (recorded as N00°18’E per said plat of Section 2, Harvest Hills Addition) 280.00 feet along said East line of said alley to a ¾ inch aluminum, detachable rod with 2 inch aluminum cap stamped “J&M”, henceforth called a standard monument, set for the Northwest corner of said tract;

THENCE S89°51’53”E 1509.87 feet to a standard monument set for the Northeast corner of said tract;

THENCE S00°07’13”W 280.00 feet to a ½ inch iron rod with cap found at the Northeast corner of said Section 4;

THENCE N89°51’53”W 1509.87 feet along the North line of said Section 4 (recorded as S89°42’15”E 1509.79 feet per said plat of Section 4) to the POINT OF BEGINNING and containing 9.705 acres, more or less.

WHEREAS, heretofore under date of March 16, 2006, certain Deed Restrictions covering in the aforementioned Heritage Parks Section Six adopted for said addition by the owners of the land comprising said Addition, said restrictions being recorded in Volume ____, Page ____, of the Deed Records of Taylor County, Texas reference to same being here made for complete recitation of the terms and conditions of said restrictions; and

WHEREAS, the undersigned parties are the owners of all of the lands encompassed in and comprised by the aforementioned Heritage Parks Subdivision Section Six, as same is described and set out in the instruments hereinabove referred to; and

WHEREAS, the undersigned desire to modify and extend the terms and conditions of the Deed Restrictions previously adopted for said Addition, said restrictions being hereinabove referred to.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained the undersigned owners of the lands covered hereby in order to establish, provide for, and continue general plan for the improvement and development of the land covered hereby, do hereby establish, dedicate and commit said land to the covenants, conditions, reservations, and restrictions hereinafter set forth, it being the intention of the undersigned that each one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner, both present and future, of any portion of such land, or any interest therein, and shall inure to and pass with each and every partial of such land, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions

are imposed upon such land, and all of the same are to be construed as restrictive covenants running with the title to such land and with each and every partial thereof, the lands covered hereby being known as all of Heritage Park Subdivision, Taylor County, Texas, the metes and bounds description of the lands covered hereby being fully set out in that certain Dedication Instrument dated _____, which is recorded in Volume 2072, Page 531, of the Plat Records of Taylor County, Texas, reference to said instrument being heremade for a complete description of the lands covered hereby, said land comprising of 9.705 acres out of the Blind Asylum Lands, Taylor County, Texas.

Such covenants, conditions, reservations, and restrictions are, and shall be as follows:

1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat further established certain restrictions applicable to the Properties, including without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.
2. All dwellings shall contain a minimum of 1600 square feet of living area excluding attached or detached garages, open breezeways, open porches or open terraces not enclosed by a solid wall, except multi-story dwellings which shall contain a minimum of 1000 square feet of living area on the ground floor. Only single-family residential dwellings and other buildings necessary for the maintenance of the dwellers thereon shall be allowed in this subdivision. Attached or detached garages shall consist of not less than 500 square feet and driveways must be a minimum of 18 feet wide.
3. All single story residential dwellings will be a minimum of 50% masonry construction with stone or brick facing only that shall cover 50% of the exterior of the building. The ground floor story of any multi-story building shall comply with the construction requirements as apply to single story buildings. Any wooden construction must be painted or stained with a minimum of two coats of paint or stain and periodically repainted or re-stained so that it will give a general appearance of being well kept and in a good state of repair.
4. All buildings shall be of new construction and no structure shall be moved in or on any part of this subdivision.
5. No trailer house, shack or tent shall be permitted in or on any part of this subdivision.
6. No barbed wire or other undesirable fence from the standpoint of appearance shall be constructed or erected in this subdivision.
7. Any dwelling erected on a corner lot shall have a presentable frontage on all streets on which the particular corner lot abuts.
8. These restrictions shall constitute a continuation of the Deed Restrictions presently affecting lands covered hereby and shall not be in lieu thereof.
9. These covenants and restrictions shall run with the land and shall be binding on the parties hereto and on all persons claiming under them for a period of fifty (50) years from March 16, 2006, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
10. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
11. No excavation, except such as may be necessary for the construction of improvements or for drainage or flood control, shall be permitted on this subdivision.

12. Any and all lots, tracts, or parcels of land in this subdivision shall be kept in a sanitary condition. All garbage or refuse shall be immediately taken and carried away from this subdivision. Dumping of garbage or refuse on other land on or in this subdivision is strictly prohibited. Any private single dwelling house and its adjacent buildings (servant's quarters, etc.) must have complete sanitary plumbing and toilet facilities and all sewage and wastewater must be disposed of by approved sewer systems. All outside toilets and/or cesspools are prohibited. All houses or residences will provide in a suitable location covered recessed storage containers for garbage cans of any type and size. No condition will continue to exist that causes unpleasant noxious odors in this subdivision caused by the neglect or willful action of any owner in this subdivision.

13. No type or breed of fowl or animal shall be kept, bred, or raised in any part of this subdivision for commercial or personal use. No livestock shall be kept, bred, or raised upon any land in this subdivision. Hogs, swine, and pigs are strictly prohibited in or on this subdivision.

14. Any of the covenants herein may be enforced by injunction proceedings by the undersigned, or by any person or persons owning any interest materially affected thereby; conditioned, however, that such injunction shall not affect any mortgage or their lien which may in good faith then by existing upon said property or any improvement thereon.

15. No noxious or offensive trade or activity shall be carried on upon any land in this subdivision or in buildings thereon erected, which may be or become an annoyance or nuisance to the neighborhood.

16. No open, uncontrolled or untended fire shall be permitted on any lot, tract, or parcel of land in this subdivision.

17. No oil or gas well shall be drilled on any lot, tract, or parcel of land in this subdivision.

18. No lot, tract, or parcel of land in this subdivision shall be used for any commercial or manufacturing enterprise except in specified areas.

19. No signs, billboards, posters, or advertising devices of any character shall be erected on any property in this subdivision without the written consent of the Developer, except that:

- a. Developer may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the lots;
- b. Any builder, during the application, initial construction and sales period, may utilize one professional sign of not more than six (6) square feet in size per lot advertising and sales promotion.

20. No antenna, or tower, or satellite dish shall be erected on any lot or improvement without prior written approval of the Developer.

21. All fences to be 6-foot cedar or spruce unless otherwise approved by the Developer.

22. Any boat, boat trailer, trailer, mobile home, camper, or any vehicle other than a conventional automobile shall, if brought into the subdivision, must be screened from public view. No motorbikes, motorcycles, motor scooters or other vehicle of that type shall be permitted in the subdivision if they are a nuisance by reason of noise or manner of use in the judgment of the Developer.

23. Trucks with a tonnage in excess of one ton shall not be permitted on the residence streets or driveways within the property overnight.

24. No inoperative vehicle, whether being repaired or not, or no infrequently used or abandoned auto may be maintained or left on any street or driveway unless the same are entirely screened from view on any lot in the subdivision. The Developer may remove any not meeting these conditions and any cost associated with such removal shall be charged as a special assessment to the lot owner.

25. Each lot must have a minimum of One Thousand Dollars (\$1000.00) in landscaping.

26. Drying of clothes in public view is prohibited and owners of any lot shall screen from public view yard equipment, woodpiles, or storage piles which are incidental to normal residential requirements of a typical family.

27. The Common Easements shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or grass clippings. No waste shall be committed on any lot or Common Easement areas.

28. All garbage containers are to be screened except on the days of pickup.
29. All mailboxes shall be maintained on each lot, and shall be enclosed in brick or stone to be approved by the Developer.

All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any portion of the premises covered hereby, regardless of how he acquired title, or when he acquired title, for the term hereinabove set forth, and no delay or omission on the part of any owner, or owners, of said lands in exercising any rights, powers, or remedies herein provided for, in the event of any breach of covenant, conditions, reservations, or restrictions, herein contained shall be construed as a waiver thereof acquiescence therein.

EXECUTED on or as of this 28th day of March, 2006, to become effective on February 28, 2006, (The date upon which the original Deed Restrictions for Heritage Park Subdivision Four, are to terminate in keeping with the terms contained therein) with the understanding that these restrictions are a continuation of the original Deed Restrictions covering Heritage Park Subdivision covering Heritage Park Subdivision Four.

Signatures on file.