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shall any illegal activity be permitted on any lot. No activity intended as a harassment of any owner shall be allowed.

Violation of any order of the State of Texas, any state agency, or political subdivision, or any municipal ordinance or state law shall be derived a nuisance and subject to enforcement as provided herein.

In the interests of public safety, streets and roadways shall not be used as playgrounds or recreational areas.

Each owner shall comply with all governmental or quasi-governmental agency regulations and rules relating to the protection of the Edwards Aquifer.

**Article 8. Mining And Mineral Operations**

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this Article hereof shall in no way impair, diminish or restrict the rights of the owners of lots in aforementioned subdivision to lease any mineral estate which they may have or acquire in such lots for production through pooling, utilization or directional drilling methods, provided that no use whatsoever is made of the surface of any lot in connection therewith.

**Article 9. Garbage And Other Waste**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept or stored upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of ordinary waste collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids or in plastic bags with the tops thereof tied. Any such containers shall be hidden from general view and the size and type of waste containers, the temporary location of such containers and plastic bags pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the herein named Architectural Control Committee. Except on days scheduled for trash collection, trash receptacles and trash bags shall be placed out of view from the fronting street(s). All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

**Article 10. Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, two cats, and/or two other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must

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be attended and on a leash except when within the confines of a residence or fenced area; no pet shall be allowed to roam the subdivision. Incessant barking or howling of pets shall be deemed a nuisance and is prohibited. Owners of pets must promptly remove the excrement of their pets from all streets, sidewalks, yards and other areas within the subdivision(s).

**Article 11. Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and additional drainage easements are reserved over the rear five feet of each lot and along and parallel to the side property line(s) five feet (5') in width. Within these easements, except for the placement of a zero lot line residence, no structure, planting or other material shall be placed or permitted to remain so as to not damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs, berms or other obstructions may be placed upon such easements as to interfere with the use of the easements. In this regard, neither the Declarant, nor the hereinafter named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements.

If a residence is constructed on the side property line or within two feet of the side property line, such residence shall be deemed a "zero lot line residence". In that event, the adjoining lot is burdened with an easement, along the common boundary between the lots, five feet in width and parallel to the common boundary line, which easement shall be used for the repair and maintenance of the residence constructed on or within two feet of the common boundary line. Within this easement, no construction or landscape may be installed which will increase the burden of maintenance or interfere with the maintenance of the zero lot line residence.

Until the construction of a residence is completed on a lot, there shall exist a temporary easement, ten (10) feet in width and parallel to the common side lot line, on the lot adjoining the zero lot line side of the lot where construction has not been completed. Upon completion of the residence on a lot, the temporary construction easement shall terminate. The Architectural Control Committee shall have the full authority to determine and redetermine (sic) the zero lot line side of each lot.

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**Article 12. Fences, Walls And Hedges**

The Declarant has caused or may cause the construction of a masonry, wood or metal fence, or has caused or may cause the installation of wood facing on any existing chain-link fence, along certain portions of lot boundary lines which are common with boundaries of Unrestricted Reserves, if any, and public roadways shown on the aforesaid plat. Declarant may convey any such fence to the below named Association. If such fence or wall is conveyed or dedicated to the below named Association, there shall be an easement upon each lot when a portion of the fence or wall is constructed, for the placement and maintenance of said fence or wall.

Provided the fence or wall is conveyed to the below named Association, the obligation to maintain, repair and replace the aforescribed fence, along the above specified lot boundaries or portions thereof, shall be the burden and power of the below named Association, otherwise the obligation to maintain, repair, and replace the aforescribed fence or wall, shall be appurtenant to the ownership of the lots and shall be a covenant running with the land and with respect to each of said lots. Without the written consent of the adjoining land owners, no gate providing access to adjoining property shall be constructed in fences unless such gate is constructed solely at the request and for the benefit of any provider of public utilities.

Except as specified under the immediately preceding sub-paragraph of this Article 12, no fence, wall, gas meter or other structure, nor any hedge or other mass planting, shall be placed or permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line related to such lot boundary (as shown on the recorded plat of the aforesaid subdivision), or between the curb line and property of the adjoining lot, unless such structure or mass planting and its location shall be approved by the Architectural Control Committee.

Fences and fence type walls facing streets shall be six feet (6') in height above ground level, unless otherwise approved by the Architectural Control Committee, and the surface of any such fence or wall which faces any street, alley or driveway shall be faced with wood, brick, or stone, or some other material approved by said Architectural Control Committee. Fences constructed on common lot lines shall not be more than (sic) [than] 6' in height, but may be shorter if approved by the Architectural Control Committee. No fence shall be placed between the building set back and street as shown on the plat of the lots. All wood fences and gates shall be left natural, covered with a natural clear stain or covered with a clear wood preserver. Colors for masonry and iron portions of all fences shall be determined by the Architectural Control Committee, considering harmony with the existing residence. All wood fences and gates must be solid in appearance; the design of masonry and iron portions of all fences shall be subject to approval by the Architectural Control Committee. Wood fences and wood gates shall not be of "open" picket or "rail" design.

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fund and provide and pay for services on behalf of all subdivision areas being served by the Association without the necessity of any allocation to particular lots or subdivision areas. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

There has been no dedication of common area and common area facilities in conjunction with the development of the aforementioned subdivision and no dedication of common area is planned. However, should common area be dedicated, each lot owner shall have a right and easement of enjoyment in and to any common area and any common area facilities which now exist or which may be subsequently acquired or annexed to the aforementioned subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations covering the use of the common area and any recreational facilities situated upon the common area;
- (b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for a period of time during which any assessment against such member's lot remains unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least two-thirds (2/3) of the members in each class of membership in the Association and has been recorded; and
- (d) the right of any lot owner to delegate his right and easement of enjoyment in and to the common area and common area facilities to the members of his family, his tenants, or contract purchasers who reside on the property, in accordance with the By-Laws of the Association.

In the event a member sells, leases or rents his/her lot within the subdivision, the member must give notice within five (5) days of the date of sale or commencement of lease or rental term, to the Association. In the event of sale, the notice shall state the date of sale and the name(s) of the new owner(s). In the event of lease or rental, the notice shall state the new address of the lot owner, the name and telephone number of any property manager or rental agent to be contacted (if any), the name of each person to occupy the lot, the time period of the lease or rental agreement and a statement of whether or not the owner(s) has

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assigned to the occupants the owner's rights to the use of the Association owned amenities.

Without requirement of consent by membership of the Association, Declarant may annex, by recordation of a declaration of annexation executed by Declarant, all or any portion of that property adjoining and adjacent to The Trails At Carriage Hills Association, Inc., with the consent of two-thirds (2/3) of the votes of each class of membership of the Association.

A lien is hereby established on the lots subject to these restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these restrictions in the Office Public Records of Real Property of Williamson County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association. The owner or owners of any lot subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, even though the reference and recitation referred to above is not made. Each Class "A" owner acknowledges that the lien for assessments created herein was in existence prior to the acquisition of a lot by such Class "A" members.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof. Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner's period of ownership.

Every person or entity owning of record either the entire fee title or an undivided interest in the fee title to any residential lot situated in the aforementioned subdivision, or in any other area duly annexed thereto and brought under the jurisdiction of the Association as hereinafter provided, shall be a member of such corporation. (The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation). Membership shall be appurtenant to and may not be separated from ownership of such lot.

The Association shall have two classes of members, with voting rights as follows:

Class A Members shall be all of the owners, other than the Declarant, of residential lots situated in the aforementioned subdivision and in any other area duly annexed thereto, as hereinafter provided. Voting rights of Class A members shall be limited to one vote for each lot owned. If any lot is owned by more than one person or entity, all such person or

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or directors of said initial Board shall appoint a successor to serve the balance of the term of office of said director, except that in the case of resignation, death or incapacity to serve of the last of said initial directors to hold office, the Declarant or its successors or assigns shall appointed a successor to serve the balance of the term of office of said initial director, unless the last Declarant appoint board member resigned because there was no longer any Class "B" member; in that event, a special meeting shall be held to elect a successor to serve until the next annual meeting.

No member of the Association may serve on the Board of Directors or be a candidate to the Board of Directors, during any time that the member is:

- (1) delinquent in any financial obligation to the Association,
- (2) has any bona fide reported deed restriction violation pending, or
- (3) is a party to existing litigation in which the Association or any Board member is an adverse party.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two directors the membership is then entitled to elect. At the first regular annual meeting of the members after the Class B members have sold to other persons or entities all residential lots situated in the aforementioned subdivision (and in any other subdivision areas duly annexed thereto as hereinafter provided), all members of the corporation shall elect at least one director for a term of one year, at least one director for a term of two years, and at least one director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one director for a term of three years.

In the case of the resignation, death or incapacity to serve of any of the aforesaid directors elected to office by the members of the corporation, a special meeting of the members entitled to elect such director shall be called to elect a successor to serve the balance of the term of said director.

Any director elected by the members of the corporation may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such director, and in the event of such removal of a director, a successor shall be elected to serve for the unexpired term of such removed director by a special election to be held by those members of the corporation who were

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**Article 22. Assignment By Developer And Maintenance Association**

The Declarant may at any time assign to the Association any and all rights reserved to Declarant hereunder, except the right to annex certain properties as provided in Article 18. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Williamson County, Texas. If not previously assigned, all such rights reserved to Declarant hereunder shall automatically vest in the Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Declarant to other persons or entities except the right to annex certain properties as provided in Article 18.

The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

**Article 23. Amendment Of Restrictions**

Subject to the requirements of Article 23 hereof, these restrictions may be amended at any time prior to the termination hereof by recorded instrument in the Official Public Records of Real Property of Williamson County, Texas, an instrument signed by the then owners and lienholder of at least three-fourths (3/4) of the collective number of restricted lots situated in the aforementioned subdivision and in any other residential subdivision area which has been duly annexed thereto as specified herein.

The foregoing paragraph notwithstanding, Declarant shall have the right, power and authority, at anytime, to file amendments for the sole purpose of correcting clerical errors and to comply with government regulations; no other amendments may be filed except as above provided.

**Article 24. Drainage**

The original drainage design and construction for drainage on each residential lot shall be maintained by the Owner. The original drainage design and construction shall not be altered without prior approval by the Architectural Control Committee; also during the first ten years of existence of each lot, no approval for alternation of the drainage design or construction of any lot shall be effective unless the developer has given its written approval of such change. No landscape plan or design which would have the effect of altering the drainage of any individual lot to cause that lot to hold water or would increase the follow of water to another lot may be approved.

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