

RESTRICTIONS FOR SECTION 3, "the hedges" Addition,
TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF TAYLOR :

WHEREAS, THE HEDGES DEVELOPMENT CORPORATION, a Texas Corporation, hereinafter called the DEVELOPER, and the owner of Lots 1, 2, 3, 4, and 6, of Block 5, and Lots 2, 3, 4, 6, 8, 9, and 10, Block 6, "the hedges" Addition, joined by Thurston Carter, the owner of Lot 1, Block 6, "the hedges" Addition, and RUEBEN ROUSE, owner of Lots 5 and 7, Block 6, upon the express condition that in order to secure the erection of residences of high grade, insure uniformity and harmony in the character of such buildings, and to carry out a general plan for the protection, benefit, use and convenience of each and every purchase of lots in Section 3, "the hedges" Addition, to the City of Abilene, Taylor County, Texas, and its successors and assigns, all conveyances are and will be made subject to the following:

I.

DEFINITIONS

A. Lot shall mean a single place or parcel of land consisting of one lot as designated and shown on plot.

B. Corner lot is one that abuts on more than one street. Any lot except a corner is deemed to front on the street upon which it has its smaller dimensions, or if dimensions on more than one street are approximately the same, the Developer reserves the right to designate which street the lot shall face.

C. Street as used herein, shall include any street, drive, boulevard, road, lane, avenue, or place as shown on the recorded plat as a thoroughfare.

shall be deemed to front on the street upon which it abuts.

E. Alley shall include any alleyway, road, lane, way, trail or drive extending along a property line of any lots or plots other than the front and not designated as a street, and as shown on said plat.

F. Wall shall mean a wall of a building, covered porch, covered terrace of attached accessory building.

G. Outbuilding shall mean an enclosed structure not directly attached to the main residence which it serves.

II.

RESTRICTIONS AND COVENANTS

The Developer declares that the aforesaid land is held and shall be conveyed subject to the reservations, restrictions, and covenants herein set forth.

III.

USE

A. All land and lots as shown on said plat shall be used for residential purposes only, unless otherwise designated on said plat in the dedication of said plat or herein. No residence shall be erected on any lot or plot other than a detached single family dwelling, not to exceed two stories in height. Only one main building, structure, or dwelling shall be erected or maintained on any one lot or plot as defined herein.

B. No trailer, shack or tent shall be permitted to be erected or located at any time on any lot or plot, except that this section shall not apply to the storage of travel or vacation trailers within a fenced area.

C. No garage, basement or other outbuildings of any kind permitted to be erected on any lot or plot shall be rented at any time to any one for any purpose, or used as residence temporarily or permanently, except such permitted garage or outbuilding may be used as a guest house or living quarters for servants engaged on the premises.

D. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No animal or poultry of any kind other than house pets shall be kept or maintained on any part of said Addition and house pets shall be kept penned if they become a nuisance to the neighbors.

F. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon any lot.

G. All dwellings, buildings or any additions thereto erected in said addition shall be new construction, and no old structures of any kind shall be moved in or located on any of the lots in said addition.

IV.

FRONTAGE AND DWELLING SET BACK

A. No dwelling or build of any kind or any part thereof permitted to be erected hereunder, shall be erected or maintained on any lot nearer to the front property line of said lot than the "building line" shown on said plat. Every dwelling erected on any lot shall front on the street on which said lot fronts.

B. The outside wall of any dwelling or building permitted to be erected hereunder on any lot or plot shall not be located nearer than seven feet from the side lot line of said lot; provided however, that the side lot building line as indicated on the plat as it applies to corner lots shall control as to the side lines of said corner lots; provided further that a detached or attached garage may be built within five feet of the side lot line.

C. Any dwelling or building erected on a corner lot shall have a presentable frontage on all streets on which the particular corner lot abuts.

D. Cornices, spoutings, chimneys and purely ornamental projections shall not be considered in computing the side or front line set back distance provided for.

E. The Developer or its designated representative shall have the right to change or alter the location of the "Building Line" as set out on the plat, of any lot or plot before construction or reconstruction commences on same, if in their discretion such changes be desirable to the use of said lot, or harmonize the use of said lot to a better advantage with respect to adjacent properties.

V.

DWELLING DIMENSIONS

Dwellings located in Section III, "the hedges" Addition shall have a minimum ground square foot area of not less than 2,000 square foot area. In the case of two story structures, the square foot area shall not be less than 1,000 square foot for the ground floor exclusive of open porches or attached garages.

A. No dwelling or building shall be erected placed or altered on any building lot in Section 3, "the hedges" Addition until the building plans, specifications, and plot plans showing the location or such building have been approved in writing by the Developer or a representative designated by it, as to the conformity and harmony of external design with the existing structures in the subdivision and as to the location of dwelling or building with respect to topography and finished ground elevation.

B. Such plans and specifications shall be submitted to the developer or his designated representative within a reasonable length of time prior to the time of beginning of any excavation or construction on said lot. Such plans and specifications shall comprise a reasonable amount of information as to construction material, floor plans, foundation plans, kitchen details, wall sections, and specifications, and at least four elevations. Said Developer or its designated representative shall approve or disapprove such plans and specifications or indicate in writing any such objections as it may have thereto, on or before twenty days after said plans and specifications have been submitted to it.

C. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building set back line established herein except upon approval of the Developer or its representative as provided in this section.

D. Neither the developer or his designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

E. At least 80% of the dwelling or building shall be of brick, stone, masonry, and no roofs shall be of asphalt composition construction.

F. This covenant of approval or architectural requirements as provided in this Section, Paragraph A to E, inclusive, of improvements to be erected on any of said lots in said subdivision shall be covenant running with the land until August 1, 1981, and as long thereafter as the Developer or its designated representative has not filed an instrument for record discontinuing this covenant.

VII.

MISCELLANEOUS PROVISIONS

A. Every residence and servant's house shall be connected to the sewer lines.

B. No sign, billboard, or advertising structure of any kind or character shall be maintained on any lot in this addition without the written consent of the Developer; except, that one sign that such lot is for sale or rent, shall be permitted on any lot.

VIII
EASEMENTS

No building or other permanent structure shall be erected or maintained on any part of any area indicated as "easement".

The right is reserved for Utility Companies to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, within the area indicated on the plot as "easement" sewer and other pipe lines, conduits, poles and wires and utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

IX.
DURATION AND ENFORCEMENT

All of the restrictions, conditions and provisions hereof shall be covenants running with the land and shall be binding upon all parties hereto, their heirs, executors, administrators, successors, or assigns, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites on any particular street covered by these covenants, it is agreed to change said covenants, in whole or in part as to the building sites on the particular street. However, said restrictions, conditions, and provisions may be added to, altered, changed or revoked at any time during the said twenty-five (25) year period, or extension thereof, by a majority vote of the then owners of all lots or building sites in said Section III. Any action taken by owners to change said covenant as hereinabove provided shall precede the termination date of said covenants or extension thereof by at least one (1) year, and must be recorded in the Deed Records of Taylor County, Texas. It is understood that the provisions of Paragraph V above shall be and remain in force as therein set out. The holder of the record title to each lot as defined in the reservations, restrictions, and amendments thereto, shall be entitled to a vote for each said lot so held, on any of the questions which may be voted on under the terms and provisions hereof.

If the parties hereto or any of their heirs or assigns or any of the owners of any lot in Section 3, "the hedges" Addition shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or any interest therein in said subdivision to pursue any remedy at law or in equity against the person or persons violating or attempting to violate any such covenants and shall also have the right to enjoin and restrain the erection or maintenance of any such improvements and violation of any of the covenants herein. In the event any injunction is issued on account of breach of any of the provisions contained herein, such injunction shall not affect any mortgage on any property or on any improvements thereon.

... shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and undersigned have caused this instrument to be executed this the ___ day of _____, A.D., 1971.

THE HEDGES DEVELOPMENT CORPORATION

By Rueben Rouse
President

ATTEST:
Joe Lester
Secretary

* Thurston H. Carter
THURSTON CARTER

Rueben Rouse
RUEBEN ROUSE

THE STATE OF TEXAS:
COUNTY OF TAYLOR :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Rueben Rouse President of THE HEDGES DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of Aug, A.D., 1971.

C. J. Douglas
Notary Public, Taylor County, Texas

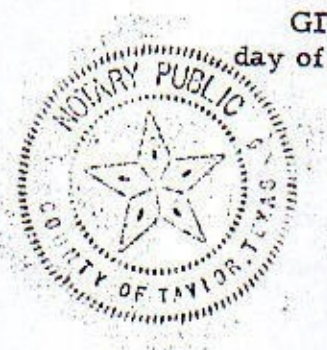


THE STATE OF TEXAS:

COUNTY OF TAYLOR :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ✓ THURSTON CARTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of August, A.D., 1971.



M. L. Hoover
Notary Public, Taylor County, Texas

THE STATE OF TEXAS:

COUNTY OF TAYLOR :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared RUEBEN ROUSE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of August, A.D., 1971.



C. J. Douglas
Notary Public, Taylor County, Texas

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FILED FOR RECORD
2 O'CLOCK 45 MIN. P.M.

AUG 31 1971

Wm. Chester Dutchman
County Clerk, Taylor County, Texas
H. M. Deputy



STATE OF TEXAS } DEED RECORDS
COUNTY OF TAYLOR }
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.
Wm. Chester Dutchman
County Clerk,
Taylor County, Texas