

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**TUSCANY RIDGE ADDITION
SECTION TWO (2)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of this 30th day of November, 2017, by **TUSCANY RIDGE, LLC**, a Texas limited liability company. (hereinafter called "Declarant" or "Developer" or "Owner").

WHEREAS, TUSCANY RIDGE, LLC. is the Owner and Developer of the following described property, to-wit:

Section Two (2), TUSCANY RIDGE ADDITION, ABILENE, TAYLOR COUNTY, TEXAS,

as shown by the map or plat thereof of record in Cabinet 4, Slide 362, Plat Records in the office of the County Clerk of Taylor County, Texas; and

WHEREAS, the owner desires to restrict the use of Tuscan Ridge 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 purchaser; and

WHEREAS, said owners desire to restrict the use to which said property may be put and the character of improvements in accordance with a general plan, which may be erected thereon, and this restrictive agreement is hereby made a covenant running with the land and shall be binding upon the owner, their successors, heirs and assigns, and upon any Grantee from then, their heirs, executors, administrators, successors or assigns.

ARTICLE I

USE OF LOTS AND PROPERTIES – PROTECTIVE COVENANTS

Tuscany Ridge (and each Lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1.1 Residential Lots: All lots within Tuscan Ridge shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling and, if any, customary and usual accessory structures. No building or structure intended for or adapted to business purposes, shall be erected, placed permitted or maintained. This covenant shall be constructed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within Tuscan Ridge.

Section 1.2 General Restrictions: Each Lot shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall as the Developer, or a representative designated by it, may approve.
- b. All dwellings and accessory structure shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Developer, or a representative designated by it.
- c. No dwelling or accessory structure shall be erected or maintained nearer to the side line of any Lot as may be required by the City of Abilene.
- d. The floor area of any Living Unit shall be not less the 1300 square feet. The total floor area which is finished and provided with heating and air conditioning shall not be less than 1300 square feet in size.
- e. All dwellings shall be constructed of stone, masonry, brick or of a glass building material of the kind usually used for outside wall construction, or such other materials as may be approved by the Developer, or a representative designated by it, to the extent of a least seventy-five percent (75%) of the area of the outside wall on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Developer. In no event shall any used building be moved onto any lot.
- f. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of same have been approved by the Developer, or a representative designated by it. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be of Oakridge 2 shingles or equivalent or other material approved by the Developer, or a representative designated by it. Roofs shall not be of 3-tab shingle construction.
- g. Where a wall, fence, planter, hedge or other screening material is approved by the Developer, or a representative designated by it, the following (as to any permitted wall, fence, planter, hedge or other screening material) shall apply. No wall, fence, planter, hedge or other screening material in excess of two and one half (2 1/2') feet high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on the corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear

- or side fence, wall, hedge or other screening material shall be more than six (6) feet high. Notwithstanding the foregoing, no wall, fence, planter, hedge or other screening material shall be permitted by the Developer, or a representative designated by it, in its sole discretion.
- h. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per Lot, which residence may not exceed two and one-half (2 ½) stories in height, and a private garage as provided below.
 - i. Each Living Unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
 - j. None of the Lots shall be subdivided into smaller lots.
 - k. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 - l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
 - m. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer.
 - n. All satellite dishes will be mounted in the rear of the house away from the street.
 - o. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with then the Developer has the right to cause this maintenance to be done at the expense of the property Owner.
 - p. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
 - q. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

- r. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon the Lot until the Owner is ready to commence improvement. Any permanent storage or outbuilding must be of same construction materials as the exterior of the accompanying dwelling.
- s. No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, and any such fence, wall, or other enclosure shall be subject to approval by the Developer, or a representative designated by it.
- t. All houses and structures permitted shall be completed within (9) nine months from date of commencement of construction and all temporary structures shall be removed unless otherwise extended by the Developer, or a representative designated by it. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.
- u. Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance and sales within Tuscan Ridge which exemption shall end when all development activity including sales by the Developer are completed.
- v. No vehicle of any size which transports inflammatory or explosive cargo may be kept in Tuscan Ridge at any time.
- w. Mailboxes, if allowed by the U.S. Postal Service, shall be constructed of brick or other material and designed to match the residence as approved by the Developer, or a representative designated by it.
- x. Each lot on which a Living Unit is constructed shall have landscaping, including, but not limited to shrubs, flowers, trees, ground cover and grass of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots and the neighborhood setting intended for Tuscan Ridge. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is complete. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.
- y. Each Lot Owner shall mow and maintain the landscaping and vegetation on his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice an Owner shall fail to (1) control weeds, grass and /or other unsightly growth; (2) remove trash, rubble, building and construction debris; or (3) exercise reasonable care of conduct to

prevent or remedy an unclean, untidy or unsightly condition, then the Developer shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot Owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing and cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessments occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

- z. Each Owner of any Lot or Living Unit in Tuscany Ridge, shall have the duty and responsibility, at the sole cost and expense, to keep such portion of Tuscany Ridge, so owned or occupied, including Permanent Improvements and grounds in connection therewith and including any landscaped area located within the public street or right-of-way immediately adjacent to such portion of Tuscany Ridge so owned or occupied, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
 - 1. Keeping all improvements, parking areas, driveways and roads in good repair.
 - 2. Repainting of Permanent Improvements, where applicable.
 - 3. Repair of exterior damage to Permanent Improvements.
 - 4. Keeping exterior lighting and mechanical facilities in good working order.
 - 5. Keeping all lawn, garden and green areas alive and attractive; properly mowed, trimmed, watered and fertilized; and free of weeds and vegetation destroying insects.
- aa. All driveways shall be entirely of concrete (except however, some other material may be used with the prior written consent of the Developer, or a representative designated by it) shall be paved before any Living Unit may be occupied.
- bb. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any Living Unit.
- cc. On street parking is restricted to approved deliveries, pick-up or short-time guest and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Developer.
- dd. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of Developer. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals) from view from neighboring property,

- Living Units, pathways, and streets. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and un-mounted pick-up camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Developer.
- ee. No Owner shall permit anything or condition to exist upon any Lot, which shall induce, breed, or harbor plant disease or noxious insects.
 - ff. A minimum roof pitch of 7/12 (7" rise per foot of run) shall be required on one story houses (excluding porches, patios and breezeways) and maintain a minimum roof pitch of 6/12 (6" rise per foot of run) shall be required on two story houses (excluding porches, patios, and breezeways) unless otherwise approved by the Developer, or a representative designated by it.
 - gg. Each Owner of a Lot shall, within 120 days after completion of construction of a house (Living Unit), plant and maintain in the front yard not less than two (2) trees at least 3" in diameter or a 30-gallon container tree, and also install a privacy fence, at least 6' (ft.) in height, along the property boundary lines, unless approved by Developer.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Duration: The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Developer, or a representative designated by it, and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of Twenty-Five (25) years from the date that this Declaration, is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by seventy percent (70%) of the front foot owners and recorded in the Deed Records of Taylor County, Texas, which contains and sets forth an agreement to abolish the Covenants and Restrictions; provided, however, no such agreement (where approved by less than ninety-five percent (95%) of the front foot owners) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolition.

Section 2.2 Amendments: Notwithstanding anything hereinabove, these restrictions, covenants and conditions may be amended and/or changed in part as follows: These covenants and restrictions may be amended or changed by Developer at any time within a period of five years from the date hereof or may be amended or changed upon the express written consent of at least seventy-five percent (75%) of the front foot owners of Tuscan Ridge provided however, that

these restrictions cannot be altered in any way within a period of five (5) years from the date hereof, except by the Developer.

Any and all amendments shall be recorded in the office of the County Clerk of Taylor County, Texas.

Section 2.3 Enforcements: Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these covenants and Restrictions; but failure by the Developer of any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Abilene, Texas, is specifically authorized (but not obligated) to enforce these Covenants and Restrictions. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

Section 2.4 Validity: Violation of or failure to comply with these Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on or against and Lot. Invalidation of any one or more of these Covenants and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of the Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Abilene, then such municipal requirement shall control.

Section 2.5 Headings, Gender and Number: The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration. Words of gender used herein shall be held and construed to include and other gender, and words in the singular shall be held to include the plural and vice versa, unless the context required otherwise.

Section 2.6 Notice to Owner: Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person whose name appears on the Warranty Deed recorded in the Deed Records of Taylor County, Texas.

Section 2.7 Notices to Mortgagees: The holder(s) of a mortgage may be furnished with written notification from the Developer of any default by the respective mortgagor/Owner in the performance of such mortgagor's/Owner's obligation (s) as established by this Declaration, provided that the Developer has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification.

Section 2.8 Successors and Assigns of Declarant: Any reference in this Declaration to Developer shall include any Successor or assigns of any Developer's rights and powers hereunder.

Section 2.9 Limitation of Liability: In the absence of gross negligence or will misconduct attributable to Developer or its successors or assigns, neither Developer nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Developer, its successors or assigns pursuant to this Declaration.

Section 2.10 Disputes: Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration shall be determined by the Developer, whose determination shall be final, binding and conclusive upon all Owners and other interested parties.

IN WITNESS WHEREOF, TUSCANY RIDGE, LLC, a Texas limited liability company, being the Declarant herein has caused this Declaration to be executed this the 30th day of November, 2017.

