

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2021-00017804

As

Recorded On: 09/15/2021 01:33 PM Recordings - Land

Parties: CAROLYNN ESTATES PROPERITY OWNERS ASSOCIATION INC

To: PUBLIC

Number of Pages: 7 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 46.00

File Information:

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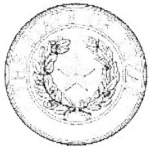
Recorded Date/Time: 09/15/2021 01:33 PM

Recorded By: CHRISTI ANDREWS

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

CAROLYNN ESTATES PROPERITY
155 PARK CREST

MABANK, TX 75156



**CAROLYNN ESTATES PROPERTY OWNERS ASSOCIATION, INC.,
CAROLYNN ESTATES, CAROLYNN ESTATES-WEST AND CAROLYNN ESTATES (THE POINT)**

AMMENDED MANAGEMENT CERTIFICATE

On or about July 13, 1966, Deed Restrictions were imposed upon the real property known as Carolynn Estates Subdivision, which plat of said subdivision is duly filed at Vol. 595 page 56, Vol. 610 page 193, and Vol. 641 page 415 of the Deed Records of Henderson County, Texas.

The current officers of Carolynn Estates Property Owners Association are as follows:

Michele Baker, Chairwoman
2125 Lakeview Drive
Mabank, TX 75156
469-400-4095
chair@cepoa.net

Rebecca Good, Vice Chairwoman/Webmaster/CIO
604 Virum Rd.
Allen, TX 75002
972-877-6277
ViceChair@cepoa.hoaspace.com

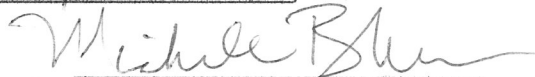
Sally Parnell, Treasurer
264 Sunset Point
Mabank, TX 75156
214-616-3297
Carolynn.Estates@cepoa.net

Ted Cessnun, Secretary
104 Carolynn Rd.
Mabank, TX 75156
972-768-0514
Secretary@cepoa.hoaspace.com

Re-Sale certificate fee of \$350.00. Please contact Sally Parnell for re-sale certificate.

POA Website: cepoa.hoaspace.com

Dated this 15 day of September, 2021.

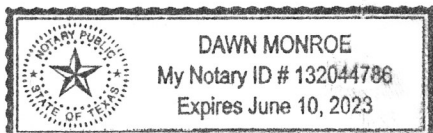


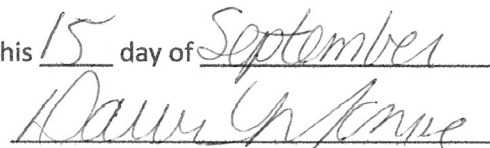
Michele Baker, Chairwoman

THE STATE OF TEXAS
COUNTY OF HENDERSON

BEFORE ME, the undersigned authority, on this day personally appeared Michele Baker, Chairwoman 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 and, in the capacity, stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of September, 2021.




Notary Public in and for
The State of Texas

THE STATE OF TEXAS

8724

COUNTY OF HENDERSON

AMENDED COVENANTS AND RESTRICTIONS
CAROLYNN ESTATES SUBDIVISION
HENDERSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LEM J. WILLIS and wife, BETTY JEAN WILLIS, as owners of CAROLYNN ESTATES, CAROLYNN ESTATES-WEST, and CAROLYNN ESTATES-THE POINT, a subdivision located and situated in Henderson County, Texas; and CAROLYNN ESTATES PROPERTY OWNERS ASSOCIATION, at various times established certain restrictive covenants affecting title to all lands located and situated within all parts or portions of CAROLYNN ESTATES, herein referred to as "the subdivision". The restrictive covenants and all amendments thereto affect title to all lots within the subdivision as shown on the following plats which appear of record in the Deed Records of Henderson County, Texas, as follows:

- (1) Original plat of Carolynn Estates-West recorded in Volume 5, Page 68 (now Cabinet C, Slide 62);
- (2) Original plat of Carolynn Estates recorded in Volume 4, Page 71 (now Cabinet A, Slide 317);
- (3) Plat of Carolynn Estates recorded in Volume 4, Page 81 (now Cabinet A, Slide 323);
- (4) Plat of Carolynn Estates recorded in Volume 5, Page 43 (now Cabinet A, Slide 367);
- (5) Plat of Carolynn Estates recorded in Volume 5, Page 45 (now Cabinet A, Slide 369);
- (6) Plat of Carolynn Estates recorded in Volume 5, Page 47 (now Cabinet A, Slide 371);
- (7) Plat of Carolynn Estates recorded in Volume 5, Page 57 (now Cabinet A, Slide 381);
- (8) Plat of Carolynn Estates recorded in Volume 5, Page 90 (now Cabinet C, Slide 11).

The original restrictive covenants and amendments thereto affecting title to lands in said subdivision are as follows:

- (1) Original Restrictive Covenants, Carolynn Estates-West: Volume 641, Page 415;
- (2) Amendment to Restrictive Covenants, Carolynn Estates-West: Volume 1284, Page 92;
- (3) Original Restrictive Covenants, Carolynn Estates Addition: Volume 595, Page 56;
- (4) Amended Restrictive Covenants, Carolynn Estates Addition: Volume 1165, Page 606;
- (5) Restrictive Covenants, Carolynn Estates (The Point): Volume 610, Page 193;

AND WHEREAS, said covenants and restrictions stated in part that they could be amended by the filing for record in the Office of the County Clerk of Henderson County, Texas, an instrument signed and acknowledged by a majority of the then owners of the lots in the subdivision at the time of filing such instrument.

AND WHEREAS, Carolynn Estates Property Owners Association, by and through their duly-elected Board of Directors, for the purpose of creating and carrying out a uniform plan for the continued improvements to and development of the total subdivision, hereby amends all the aforementioned original restrictive covenants and amendments thereto and incorporates herein the following which shall hereafter be the restrictive covenants affecting title to all lands located and situated in Carolynn Estates, Carolynn Estates-West, and Carolynn Estates-The Point (the subdivision). It is the intention and purpose of these restrictive covenants to consolidate any and all covenants and restrictions affecting title to all lands in said subdivision and to preserving (so far as practical) the natural beauty of all land situated therein; minimizing the erection of poorly designed, unproportioned or unsuitable structures, encouraging harmonious architectural schemes; and advancing the highest and best development use of the property. For these and other purposes-but not limited to a specific purpose-the Board of Directors of Carolynn Estates Property Owners Association hereby creates, implements, and establishes the following restrictive covenants, conditions, and use of all lands within said subdivision.

(1) It shall be mandatory that all property owners in the subdivision be members of the Carolynn Estates Property Owners Association and pay such dues and/or assessments as determined by the Association and to comply with all the requirements as set forth in the Association By-Laws. Nonpayment of dues shall be cause for the Carolynn Estates Property Owners Association to, after notification to the owner, file a lien against the owner's property for the amount owed.

(2) Only a residence, garage or toolhouse may be built on these lots and they must conform in appearance and construction with dwelling. Construction of a residence must start within 60 days following placement of a toolhouse or garage on the owner's property. The residence does not necessarily have to be located on the same lot as the toolhouse or garage.

(3) All buildings, including garages and toolhouses must be built of new material.

(4) All residential buildings must have a minimum of 1,000 square feet of floor space on the ground floor, excluding porches and carports and attached garages.

(5) All buildings, including garages and toolhouses must be at least 10 feet from the front lot line and 5 feet from the back or side lot lines.

(6) Building materials must be of brick, stone, vinyl, aluminum siding, wood or block. Aluminum siding, wood or block must be painted and maintained as such if not of permanent finish. No roll siding of any kind may be used.

(7) All buildings must be kept up and maintained in a neat and orderly way.

(8) All residential buildings must be completed within 180 working days after starting or owner must get written approval of delays from the Board of Directors of the Carolynn Estates Property Owners Association.

(9) No mobile homes, manufactured or pre-assembled houses will be acceptable for permanent placement on lots in the subdivision. All structures except garages and toolhouses must be built from the ground up on the lot where it is to be permanently located.

(10) No noxious or offensive activity, including excessively loud noises, shall be carried on upon any lot or anything be done thereon which may become an annoyance or nuisance to the neighborhood. Construction work shall not begin before 7:00 a.m. on weekdays and 8:00 a.m. on Saturday or Sunday. All construction work or any other activity which produces loud noises such as hammering or power sawing shall stop by 10:00 p.m. each day.

(11) No outside toilet or privy shall be erected or maintained.

(12) No animals or birds other than household pets will be permitted. Dogs shall not be allowed to run loose and shall be kept in a fenced area or other such enclosure or on a leash.

(13) No lot shall be used as a dumping ground.

(14) No lot shall be used to provide access (ingress to or egress from) to any other property adjoining or adjacent to the subdivision except for the express private use by the Carolynn Estates Property Owner. Construction of driveways, roads, streets or thoroughfares for such intended purpose except as provided for above, shall be positively prohibited. In the event the adjacent or adjoining property were to be developed, the owner of Carolynn Estates property shall not allow any owner of the adjacent or adjoining property to use the Carolynn Estates property for access.

(15) No commercial business which sells wholesale or retail to customers who must physically enter the subdivision to purchase goods or services shall be permitted.

(16) Easements are reserved along and within five feet of the rear line, front line and side lines of all lots in the subdivision, except lots 1W through 27W. This easement shall be five feet along Pebble Beach Drive only. These easements are for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas mains, and other public and quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the five foot wide strip as long as such lines do not hinder the construction of building on any lots in the subdivision.

(17) These covenants and restrictions shall be in force until the 15th day of July, 1996, then after the expiration of five years they shall automatically be extended for successive periods of five years each unless an instrument signed by (or with proxy ballots properly executed by) and acknowledged by a majority of the then owners of lots in the subdivision expressing their desire to change or amend, shall be executed. For the purpose of this provision it is established that any property owner of any lands or lots located within the subdivision (and limited to one owner regardless of joint ownership) shall be entitled to vote on any future change, amendment or alteration hereof and that ownership shall have one vote and one vote only regardless of the number of lots owned by the voter in said subdivision.

(18) These provisions and restrictions shall be binding upon all owners of lots in the subdivision, their heirs and assigns.

(19) If the party hereto or their assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing such, or to recover damages or other dues from such violations.

(20) No campers, trailers, or mobile homes shall be parked on subdivision road right of way for more than three (3) weeks.

(21) Invalidations of any of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(22) With respect to the property commonly referred to as Carolynn Estates-The Point, Lots 273 through 284 of the subdivision, certain restrictive covenants appear of record in Volume 610, Pages 193 and 194, Deed Records of Henderson County, Texas. The original restrictive covenants affecting title to said lots are incorporated herein by reference and made a part hereof for all purposes. It being understood and agreed that all lots within the subdivision are affected by all of the aforementioned restrictive covenants and amendments thereto insofar as said covenants and amendments pertain to all or specific lots and the restrictions shown in Volume 610, Pages 193 and 194 of said deed records apply only to Lots 273 through 284 of said subdivision, said lots shall have the following restrictions:

(a) All buildings to contain a minimum of 1500 feet of floor space on the ground exclusive of porches, carports, patios and attached garages.

(b) All purchasers of a lot or lots must have written approval of a Property Owners Association heretofore formed before their deed or instrument of conveyance shall become absolute. Said written approval by the said Property Owners Association shall be affixed to any deed or instrument of conveyance before the same is filed of record in the office of the County Clerk of Henderson County, Texas.

(c) All construction plans must be submitted to the Property Owners Association and receive written approval thereon before construction begins.

(d) In addition to all other easements previously reserved an additional easement is reserved along and within fifteen (15) feet of the center line of the twenty (20) foot easement for a private road, such easement shall be for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas mains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

(23) Enforcement of these restrictions shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any restriction, either to restrain violation or to recover damages from the violations.

EXECUTED this the 12th day of July, 1991.

ATTEST:

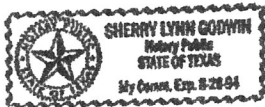
CAROLYNN ESTATES PROPERTY
OWNERS ASSOCIATION

Roy Hale
Roy Hale, President

Margaret Crawford
Margaret Crawford, Secretary

THE STATE OF TEXAS
COUNTY OF HENDERSON

This instrument was acknowledged before me on the 12th day of July, 1991, by Roy Hale, President of Carolynn Estates Property Owners Association, a corporation, on behalf of said corporation.



Sherry Lynn Godwin
Notary Public, State of Texas

FILED FOR RECORD THIS 15 DAY OF July A.D. 19 91 AT 1:30 O'CLOCK PM
OWEN MOFFETT CLERK COUNTY COURT HENDERSON CO. TEXAS BY B. V. DEPUTY.

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