

THE STATE OF TEXAS	X	10799
	X	DECLARATION OF EASEMENTS
	X	COVENANTS AND RESTRICTIONS FOR
	X	THE CARRINGTON RANCH, PHASE ONE
COUNTY OF WILLIAMSON	X	

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, ROCKHOUSE RANCH ASSOCIATES, INC., hereafter called "Declarant" is the owner of all that certain real property located in Williamson County, Texas described as follows:

THE CARRINGTON RANCH PHASE ONE, a
Subdivision of record in Cabinet F, Slide 354-357,
Plat Records of Williamson County, Texas

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and COVEYED subject to the purpose of protecting the value and desirability of, and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants and restrictions shall insure to the benefit of each owner thereof. The real property described hereinabove shall hereinafter be referred to and known as "CARRINGTON RANCH", which shall be subject to the following:

LAND USE

1. All numbered lots in CARRINGTON RANCH are restricted to use for single residential purposes only. On all other lots in CARRINGTON RANCH no commercial or business use or activity shall be permitted, whether for profit or not. No signs shall be placed on any part of these lots indicating commercial or non-residential use thereof. Only one single family residence shall be permitted on each lot. No duplexes shall be built on any of the lots.

2. No animals or fowl shall be permitted other than those types of animals or fowl normally found on suburban property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, be permitted. Horses are limited to a maximum of two (2) per lot; cattle are not permitted. Shelter for these animals shall be located in the rear one-third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained. A maximum of two (2) dogs per lot shall be permitted. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until appropriate fencing is completed.

3. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted.

4. No portion of the property shall be used in a manner adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. No hunting or trapping shall be permitted on any lot in this subdivision, and no discharging of any firearms or fireworks shall be permitted. No deer, quail, turkey, armadillos, raccoons, or other wildlife may be killed.

6. No mobile home, modular home or other not-on-site manufactured home or structure of any kind shall be permitted on the property. A mobile home is a "mobile home" within the meaning of this restriction even if its wheels shall have been removed and the structure set on a permanent foundation or slab and even if connected to water and electrical lines.

7. No tents, campers or trailers shall be used on any of the property for residential purposes.
8. All tracts shall be kept in a clean and orderly condition at all times and all trash, garbage, and other wastes shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in disposable containers.
9. No structures used for storage purposes shall be erected or placed upon any parcel of land which will be visible from any roadway, unless placed within the most rear one-fourth (1/4) of the parcel, that being such portion farthest away from any roadway. All such structures shall be neatly maintained.
10. No discharge of waste, chemical or other matter shall be permitted into any creek or waterway in CARRINGTON RANCH so as to be harmful to the creek or other persons using the creek, except as may be required in the operation of water purification plant.
11. No quarrying, mining, excavating or removal of timber, exclusive of cedar, shall be permitted, except as necessary for the construction of dwellings or other out-building structure on the property.

B. PROPERTY OWNER'S ASSOCIATION ASSESSMENTS AND RULES

1. A "Property Owners' Association" ("Association") is hereby created by the property situated within Carrington Ranch ("the Subdivision"). Each person owning a lot within the Subdivision shall be a member of the Association and shall be entitled to cast one vote in any election or business matter brought before the Association. The Association shall be governed by a Board of Directors ("Board") of at least three members. Declarant, Shirley D. Brennan and Charles Carrington shall server as the initial members of the Board. The initial Board shall adopt Bylaws, call meetings of the property owners and set the assessments described in Paragraph B(2) (a) below for the months remaining in the calendar year in which the Association commenced operation. The members of the initial Board shall hold office until such time as 50% of the lots now existing or as hereafter may be added by Declarant to Carrington Ranch have been sold. At such time, the initial Board will provide written notice by regular United States Mail to the last know mailing address of the owner of each lot of the fact that 50% of such lots have been sold. Within 30 days following the mailing thereof, but not less than 10 days following the date of such notice, the initial Board shall call a meeting of the members of the Association at a time and location to be determined by the Directors. At such meeting, the members of the Association shall elect at least three directors from among the Association members. Each director shall be elected by a majority of the votes entitled to be cast by all of the property owners entitled to vote. Following the election of the new Board members the initial Board members shall resign. Each director shall serve for a term of one year. Elections of Directors shall be made annually by the members of the Association. The Bylaws adopted by the initial Board may be amended by a vote of a majority of the property owners.

2. Through the Board of Directors, the Property Owners' Association shall have authority to:

(a) Declare and collect an annual assessment for each tract of land within the subdivision of a per acre basis to provide funds for the maintenance of perimeter rail fences, entrance lights, electric charge for such lights, rock entrance signs, and other necessary expenses, including upkeep of any facilities, common areas which may hereafter be established and other business of the Association. Such assessment procedure shall be established by the By-laws and, if included, may provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall in no manner adversely affect or be collectible from any mortgagee holding a valid lien upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Williamson County, Texas. The By-laws may provide for an enforcement procedure, including the filing of suit for foreclosure of such Assessment Lien and the assessment of attorneys' fees incurred to collect or enforce such delinquent assessments. Such assessment shall be paid monthly or otherwise as required by the Board of Directors. The Board of Directors shall further have the right to increase such assessment during each year. If the funds received are insufficient to pay expenses. As each lot is sold by Declarant, the Board shall have the right to collect the annual

assessment for such lot on a prorated basis for the remainder of the year in which the sale was made.

(b) Contract for and pay for the maintenance of subdivision perimeter fences, rock entrance signs, entrance lights, street lights, electric charge for such lights and other expenses incurred to enforce these restrictions.

(c) Serve as the Architectural Control Committee, as hereafter established, at such time as all of the property within the Subdivision has been sold by Declarant. A lot shall be considered sold at the time the deed is executed by Declarant to the Buyer.

3. Declarant shall have the authority to add additional sections of land to the Carrington Ranch Subdivision and to subject such additional sections to the same or different restrictions applicable to this Phase One. Such additional sections may be made subject to these restrictions by instrument executed by Declarant and filed of record. Each person purchasing a lot in such additional sections shall become a member of the Association and shall be entitled to vote as a member of such association at all times thereafter and so long as such person is a lot owner.

C. CREATION OF ROADWAY AND UTILITY EASEMENTS

1. The roadways created by the filing of the plat of CARRINGTON RANCH PHASE ONE in Cabinet F, Slide 354-357 of the Plat Records of Williamson County, Texas, shall also be used as utility easements for the benefit of all of the owners of CARRINGTON RANCH PHASE ONE (and all other property made subject to these restrictions in the future) and for all utility companies (expressly including, but not limited to, gas, water, sewer, electric, telephone and cable television companies) which may from time to time be asked to bring service lines or cables to any part of said property. The right to use the roadways for utility purposes is subject to permission from the county in which the roadway is located.

2. In addition to the easements shown on the plat of Carrington Ranch, an easement five feet (5') along the side lot lines of all lots, seven and one-half feet (7 ½') off the rear of all lot lines of all lots and ten feet (10') off the front of all lots is hereby dedicated for public utilities.

3. Such utility easements herein created shall expressly be granted for the benefit of Bell Telephone Company and the Pedernales Electric Cooperative, Inc., who now provide service to said property, as well as other companies hereafter providing such service, including water and sewer service. Said companies shall have free access to said easements for installation and maintenance of their lines or cables whether underground or overhead.

4. Reservation is hereby made by Declarant to amend this instrument to change or grant additional easements required by utility companies to provide reasonable service to the property.

5. Declarant reserves the right to establish trails in and around the perimeter of the Subdivision adequate for horseback riding and hiking, which trails shall be viewed as common areas and usable by all Property owners in the Subdivision.

CONSTRUCTION AND ARCHITECTURAL CONTROL

6. Architectural Control: No structure, building or fence shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Charles D. Carrington, and Walter R. Carrington. In the event of the death or resignation of Charles D. Carrington or Walter R. Carrington, the survivor of the two shall serve alone. The Committee, as required in these covenants, shall indicate approval or lack of it in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days plans and specifications that have been submitted to it, approval will not be required and the

related covenants shall be deemed to have been fully complied with. The duties of this office shall be turned over to the Property

Vol. 1328 Page 913

Owners' Association at such time as Declarant ceases to own a majority of total lots in or planned from Carrington Ranch.

7. All dwellings shall be at least sixteen hundred (1600) square feet. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode, or interpretation therefore, and follow good design as to proportions, scale, color-coordination, and be of materials that are compatible with the surroundings. Porches are encouraged; stone veneer is also encouraged. On all dwellings, at least twenty-five percent (25%) of the exterior shall be masonry. The entire exterior walls and roof shall be completed within six (6) months after the commencement of work thereof or the placing of materials, it is understood that by the use of the work "completed", is also meant the finishing of all such exterior walls.

8. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body shall be deemed a certification by that other regulatory body for compliance purpose hereunder.

FENCING

9. The developer will construct as part of the development a 3-rail fence along the perimeter of CARRINGTON RANCH along County Roads 257 and along 258.

10. The fence must be maintained as in its original condition by the Property Owners' Association as it benefits the entire development.

11. The fence may be removed in part by each lot owner as necessary for construction and replaced as soon as possible. In the event any fence, or portion thereof, is not replaced by the lot owner responsible for the removal thereof within 30 days following the completion of construction, the Association may, after the expiration of 10 days written notice to such property owner to repair the fence, cause the fence to be repaired and assess the lot owner for the cost of such repair. Payment of any such assessment may be enforced as provided in the Bylaws.

12. The fence may be altered as far as gates are concerned for walks and drives as long as gates are constructed of the same material as the fence, conform to overall design and are approved by the Architectural Control Committee. No metal gates will be permitted. Gates are not required and a gap in the fence at the driveway side of the opening shall be permitted, not to exceed seventy inches (70") in height and thirty inches (30") square, unless otherwise approved by the Architectural Control Committee.

13. Additional fencing may be constructed within the development by owners in front of the lot, or lot side lines, provided it matches exactly the developer's fence. Any fence constructed within the front two-thirds (2/3) area of lot must match developer's fence.

14. Wire fencing is permitted in rear one-third (1/3) of lot provided that it not be noticeable from the road, and is acceptable to the Architectural Control Committee.

15. Wire fencing may be placed inside and attached to the 3-rail fence, but shall not extend above it, to retain smaller animals.

16. Lots having a property line on County Roads 257 and 258 shall not have access to these roadways, unless consent is given by the Architectural Control Committee and the Commissioners Court.

BUILDING SET BACK LINES

17. Building set back line shall be fifty feet (50') where possible. A
Vol. 1328 Page 914

variance may be granted by the Architectural Control Committee. Nothing shall be erected in front of this line except fencing. This line is not meant to encourage all houses to be aligned, but to retain the estate concept and place houses away from the roadway.

18. No campers, buses, boats or recreational vehicles of any type shall be permitted on from one-half (1/2) of the lot or be visible from the roadway. No structure other than fencing shall be permitted closer than twenty feet (20') from any side of property.

MISCELLANEOUS

19. If, through error or oversight or mistake, any owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

20. Declarant hereby retains the right, in the furtherance of the development of such property as a residential neighborhood, to execute amendments to, including granting variances from all restrictive covenants and use limitations on such property imposed by this instrument, provided it, in the exercise of its judgment and discretion, is of the opinion that any such amendments or variances are acceptable to the development of the property.

21. No lot will be permitted to be resubdivided except by approval of the Architectural Control Committee.

22. All driveways shall be of the same material as the roadways in the development, a minimum of 25' back, and shall be maintained in good condition. No gravel or caliche driveways are permitted.

23. The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Williamson County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any parcel of land.

24. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of thirty (30) years, unless by a vote of three-fourths (3/4) of the recorded owners of such land calculated on an acreage basis with the owners, if more than one of them, being considered as one owner, taken prior to expiration of said thirty (30) years and filed of record in the Deed Records of Williamson County, Texas it is agreed that these restrictive covenants and use limitations shall terminate as to said land. The same percentage shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Paragraph G(2) above.

25. It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, his successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of
Vol. 1328 Page 915

any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach and, in connection therewith, it is controllingly understood that, in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land, it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

WITNESS OUR HANDS THIS 28 day of February, 1986

ROCKHOUSE RANCH ASSCIATES, INC.

No seal by: Shirley Brennan
 Shirley Brennan, Secretary

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

This instrument was acknowledged before me on the 28th day of February, 1986 by SHIRLEY BRENNAN, Secretary of ROCKHOUSE RANCH ASSOCIATES, INC., a Texas corporation, on behalf of said corporation.

Becky Johnson
Notary Public, State of Texas

Notary Public
State of Texas Seal