

CARRINGTON RANCH PROPERTY OWNERS ASSOCIATION

BYLAWS

ARTICLE I - NAME AND LOCATION

Carrington Ranch, Phase One is a subdivision of record in Cabinet F, Slide 354-357, Plat Records of Williamson County, Texas.

The Carrington Ranch Property Owners Association was created in the Declaration of Easements, Covenants and Restrictions for The Carrington Ranch, Phase One (Volume 1328, Page 911).

The name of the association is Carrington Ranch Property Owners Association hereafter referred to as C.R.P.O.A. The Association is organized and shall be operated for the purpose of promoting the public interest of Carrington Ranch Subdivision,, located in Williamson County, Texas.

ARTICLE II - PURPOSE

The C.R.P.O.A. shall be operated exclusively for such purposes. No part of its net earnings shall inure to the benefit of any private member, director, or individual. No substantial part of its funds shall be spent to carry on propaganda to directly influence legislation, or to directly intervene in a political campaign on behalf of , or in opposition to any candidate for public office.

Note: the text in bold print was taken directly from the original DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR CARRINGTON RANCH, PHASE ONE.

ARTICLE III- DEFINITIONS

Section 1. "Association" shall mean and refer to Carrington Ranch Property Owners Association (C.R.P.O.A.), its successors, heirs and assigns.

Section 2. "Properties" shall mean and refer to real property described in the "Declaration of Easements, Covenants and Restrictions for the Carrington Ranch, Phase One" (Volume 1328, Pages 910 - 916) at the County Clerk's Office of Williamson County, Texas.

Section 3. "Common Area" shall mean all real property which may be acquired by the Association. This may include, but not be limited to green belts, walks, park and hike and bike trails, drives (excluding dwelling sites and private patio and detached housing areas), as shown on the plat of the Properties recorded in the Williamson County Texas Plat and Map records.

Section 4. "Lot" or Tract" shall mean and refer any plat of land shown upon any recorded subdivision map or plat Carrington Ranch.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" is referred to in the original restrictions however it no longer applies. The Agreed Final Judgment signed December 13, 1996 and filed with Williamson County December 19, 1996 reads that neither Plaintiff nor any successor-in-title to Plaintiff holds and "declarant" rights in regard to the Subdivision, insofar as such rights exist or have existed under Texas Law (2)

Section 8. "Declaration" shall mean and refer to the Declaration of Easements,, Covenants and Restrictions for The Carrington Ranch, Phase One applicable to the Properties recorded at County Clerk's File, Volume 1328, Pages 910 - 915 with a file number of 10790, of the Official Public Records of Real Property of Williamson County, Texas.

Section 9. "Member" and/or "Members" shall mean and refer to all those who own property in Carrington Ranch.

Section 10. Voting member/members shall mean and refer to property members who have dues paid up, for all purposes, except to change restrictions.

ARTICLE IV - MEMBERSHIP

SECTION 1. Membership: Every person or entity who is a recorded owner of a fee simple or undivided fee interest in any Lot or fraction thereof which is subject to the covenants or record, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or fraction thereof. Ownership of such Lot or fraction thereof shall be the sole qualification for membership.

SECTION 2. Voting Rights: All members shall be entitled to one (1) vote for each Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION 3. Meeting of Members:

A. ANNUAL MEETING: A regular annual meeting of the members shall be held within 120 days of the yearly closing of the Association Books at a date, time, and place specified by the Board.

B. SPECIAL MEETINGS: Special meetings of the members may be called at any time by the Board, or on written request of any member entitled to vote.

C. NOTICE OF MEETINGS: Notice of each general meeting of the members shall be given by or at the direction of the secretary or person authorized to call a meeting by mailing, hand delivery or subdivision bulletin board at least ten (10) days before such meeting to each member of the property owners association. Such notice shall specify the place, day, hour, and agenda of the meeting, and in case of a special meeting, the special purpose of the meeting.

D. QUORUM: The presence at the meeting of twenty percent (20%) of members entitled to vote shall constitute a quorum or any action except as otherwise provided in the Declaration, or these Bylaws. If, however, such quorum shall not be present at any meeting, the present members entitled to vote shall have power to adjourn the meeting. At the next meeting if a quorum is not present, these members present at that meeting shall constitute a quorum.

E. ABSENTEE BALLOTS: Absentee ballots will be available upon request. Each year, the Board will establish the procedure for the use of absentee ballots and will announce and publish this use to the membership with the notice of the annual meeting.

**ARTICLE V - PROPERTY OWNERS ASSOCIATION
GOVERNANCE, ASSESSMENTS AND RULES**

SECTION 1. GOVERNANCE: The Declaration of Easements, Covenants, and Restrictions provide for the governance of the association through a Board of Directors. The Association shall be governed by a Board of Directors ("Board") of at least three members.

SECTION 2. ARCHITECTURAL CONTROL: The initial Board was designated to serve as the Architectural Control Committee. The Committee is required by the Declaration to indicate approval or lack of it in writing. In the event the committee, or its designated representative, fails to approve or disapprove within (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 AGREED FINAL JUDGMENT of December 13, 1996 declared that the parties agree that the Architectural Control Committee ("ACC") described in paragraph D. 1. of the Original Restrictions shall be composed of David Lawson, Kevin Kociuba and Kenneth Pearson, who will serve as Board until the membership of the association votes to have a separate Board. If any one or more of these becomes unable or unwilling to serve on the ACC, the majority of the 66 lot owners in the subdivision shall choose their successor(s). Until the duties of the ACC are transferred to the Property Owners Association of the Subdivision, the ACC shall continue to be composed of the minimum of two resident lot owners in the Subdivision (2). This ACC replaces the initial and subsequent Boards named in earlier documents.

SECTION 3. NOMINATION AND ELECTION OF FUTURE BOARDS AND OTHER OFFICERS

A. BOARD OF DIRECTORS / ARCHITECTURAL CONTROL COMMITTEE MEMBERS: Initial, subsequent, and the current Board/ACC were selected by appoint. Future Boards/ACC shall serve by election. Nominations may be made by a Nominating Committee or from the floor at the annual meeting. Nominees shall be members of the Association. Board/ACC members shall serve for three years, with one new member being elected each year to ensure continuity and consistency. Duties of the Board/ACC are enumerated in other parts of these bylaws.

B. TREASURER: The Treasurer (or Board approved Management Company) shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings and deliver a copy of each to the members. The treasurer will insure that all excess funds are properly deposited in adequately insured accounts.

C. SECRETARY: The Secretary shall record and the votes and keep the minutes of all meetings and proceedings of the Board and of the members, serve notice of meetings of the membership, keep appropriate current records showing the members of the Association and their addresses, and shall perform other duties as required by the Board. The Secretary shall keep a file of all correspondence and other documents related to the business of the Association.

SECTION 4. COMMITTEES: The Association shall appoint committees, either Standing or Ad HOC as needed.

SECTION 5. CONSTRUCTION AND ARCHITECTURAL CONTROL:

A. ARCHITECTURAL CONTROL: No structure (water structure tank, propane tank, pump and pump house), building (including all external alterations to existing structures) 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 (912).

B. CONSTRUCTION SPECIFICATIONS: All dwellings shall be of 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 thereof, 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 six (6) months after the commencement of work thereof or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith, it is understood that by use of the work "completed" is also meant the finishing of all such exterior walls (913).

C. BUILDING SET BACK LINES: 1. Building set back line shall be fifty feet (50') where possible. A 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 be aligned, but to retain the estate concept and place houses away from the roadway. 2. No campers, buses, boats or recreational vehicles of any kind shall be permitted on front 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 property line (913 - 914).

D. SANITARY SPECIFICATIONS: No outside toilets, privies or cess pools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated sewage 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 purposes hereunder (913).

E. FENCING SPECIFICATIONS:

1. The 3-rail fence constructed along County Road 258 by the developer must be maintained as in its original condition by the Property Owners Association as it benefits the entire development.
2. 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 the repair.
3. 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.
4. Wire fencing is permitted in rear one-third (1/3) of lot provided that it is not noticeable from the road, and is acceptable to the Architectural Control Committee.
5. Wire fencing may be placed inside and attached to the 3-rail fence, but shall not extend above it, to retain smaller animals.
6. Lots having a property line on County Road . . . 258 shall not have access to . . . [this] roadway,, unless consent is given by the Architectural Control Committee and the Commissioners Court (913).
(For other details regarding fencing, gates and entry pillars see the DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR CARRINGTON RANCH, PHASE ONE.)

F. DRIVEWAY SPECIFICATIONS

All driveways shall be of the same material as the roadways in the development, [or of concrete], a minimum of 25' back. No gravel or caliche driveways are permitted.

SECTION 6: ASSESSMENTS - Through the Board of Directors, the Property Owners Association shall have the authority to:

(a) Declare and collect an annual assessment for each tract of land within the subdivision on a per . . . [property] basis to provide funds for the maintenance of perimeter rail fences, entrance lights, electric charges 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 property and subject further to the requirement that no assessment lien affixed 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 (911 - 912).

FEE SCHEDULE, MANNER OF COLLECTION, AND ACTION TO BE TAKEN FOR NON-PAYMENT.

The fees shall be as follows: \$120.00 per year per property with residence and up to four lots, and \$30.00 per property without residence and up to four lots.

Billing shall be by treasurer or by management company approved and appointed by the Board and is due July 1 of each year. Fees shall be collected by the treasurer or by a management company appointed by the Board. Arrangements may be made for payment on the installment plan.

Following legal procedures, liens will be placed on delinquent properties

The Board of Directors shall further have the right to increase such assessment during each year if funds received are insufficient to pay expenses or to levy special assessments as the need arises. As each lot is sold . . . the Board shall have the right to collect annual assessment for each lot on a prorated basis for the remainder of the year in which the sale was made.

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

ARTICLE VI - LAND USE

SECTION 1. All numbered lots in Carrington Ranch are restricted to use for single residential purposes only. Only one single family residence shall be permitted on each lot. No duplexes shall be built on any of the lots.

SECTION 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 or for FFA or 4-H projects, limited to one year. 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, a minimum of fifty feet (50') from the side property line, and neatly maintained. A maximum of two (2) dogs per lot will be permitted. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animals shall be permitted until this appropriate fencing is completed.

SECTION 3. No junk or junk yards of any kind or character shall be permitted,, not shall accumulation of scrap,, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted.

SECTION 4. No portion of the property shall be used in a manner that 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.

SECTION 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.

SECTION 6. No mobile home, modular home, or other not-on-site home or structures 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.

SECTION 7. No tents, campers or trailers shall be used on any of the property for residential purposes.

SECTION 8. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage, and other waste shall be kept in sanitary containers.

SECTION 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 with in 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.

SECTION 10. No discharge of any waste, chemical or other matter shall be permitted into any creek of 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 the water purification plant.

SECTION 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 structures on the property.

ARTICLE VII - COMPLIANCE AND NON-COMPLIANCE
WITH DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS FOR CARRINGTON RANCH, PHASE ONE

The Original Declaration was drafted and duly filed with the Clerk's Office of Williamson County. A close analysis of its content shows that its intent of the Covenants and Restrictions is to maintain the country beauty of Carrington Ranch, preserve wildlife, and to promote a harmonious community. The Texas State Attorney General's Office views Declarations of Easement, Covenants and Restrictions to be contractual agreements. Purchase of property in restricted subdivisions is to be interpreted as intention to comply with subdivision Declarations. Enforcement of Declarations rests with Property Owners Associations. VERNON'S TEXAS STATUTES AND CODE: TITLE 11. RESTRICTIVE COVENANTS, CHAPTER 204., POWERS OF PROPERTY OWNERS' ASSOCIATION RELATING TO RESTRICTIVE COVENANTS IN CERTAIN SUBDIVISIONS (available upon request), discusses and outlines the powers of Property Owners Associations and of Architectural Control Committees.

PROCEDURES FOR ENFORCING RESTRICTIVE COVENANT VIOLATIONS

PART I. Notification and Response

Notification of violation to property owner. Property owners in violation of restrictive covenants will receive initial notification via letter, personal visit, or telephone call by a Carrington Ranch Property Owners Association board member.

Property owner response: From initial notification, property owner has 20 days to contact the CRPOA Board, either verbally or in writing, with intended corrective action. However, in cases of a variance, fence or structure violation, the intended corrective action must be submitted in writing, in the same 20 day time-frame, by the property owner in the proper format laid out by the restrictive covenants.

Failure to respond: If within 20 days after the initial notification, property the owner fails to contact the board, a certified letter will be sent to the property owner from the board again notifying the restrictive covenant violation and will request a formal written proposed corrective action from the property owner. If, within 10 days of receipt, the property owner does not respond, legal counsel for CRPOA will send a certified letter requesting corrective action to the violation and will address what legal action will be taken if the property owner fails to comply.

PART II: Board review of property Owner's proposed corrective action and corrective action time frame

Board response to property owner's proposed action: Upon submitting corrective action to the board, the Architectural Control Committee (ACC and Board will approve or reject the submitted corrections and will notify the property owner of their decision within 20 days. The reply from the board may be verbal or written unless variance, fencing or structure violations are involved in which case the reply will be written.

Disapproval of proposed action: In the event the ACC and Board rejects the proposed corrective action, the property owner has 10 days from the rejection notification to resubmit new intended corrective action in accordance with the restrictive covenant and will follow procedures as mentioned above. If the resubmitted proposed correction is not approved, or in the event not resubmitted, the Board has the right to engage legal counsel and take necessary legal action to correct the violation.

Approval of proposed action: From the date of ACC and Board approval notification, the property owner will have 30 days to take corrective action. In cases of fencing or structure violation, work must begin in 30 day allotment and shall be completed within a 60 day time-frame once work begins. Extensions will be granted in extenuating circumstances. Requests for extensions must be in writing and submitted to the Board before the 60 day time-frame expires.

ARTICLE VIII - MISCELLANEOUS

SECTION I. If, through error or oversight or mistake, any owner of a parcel of land built, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly within 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.

SECTION II. No lot will be permitted to be resubdivided.

SECTION III. 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 being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitation 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.

SECTION IV. 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 two-thirds (2/3) on 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.

SECTION V. It is expressly understood that . . . any 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 breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and . . . any person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have 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.