



70 2014 00017290

Taylor County
Larry G Bevill
Taylor County Clerk
Abilene, Texas 79602 (325)674-1202

Instrument Number: 2014-00017290

As

Recorded On: November 06, 2014

Recording Fee

Parties: LANTRIP-LANGLEY INVESTMENTS JOINT VENTURE

Billable Pages: 10

To THE PUBLIC

Number of Pages: 11

Comment: FIRST AMEND REST

(Parties listed above are for Clerks reference only)

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

Recording Fee	62.00
Total Recording:	62.00

***** 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.

File Information:

Document Number: 2014-00017290
Receipt Number: 353948
Recorded Date/Time: November 06, 2014 10:10:00A

Record and Return To:

J DON REESE
PO BOX 3501
ABILENE TX 79604

User / Station: M Garrett - Cash Station 4



State of Texas
County of Taylor

THIS IS NOT A BILL

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped herein.

County Clerk
Taylor County, Texas

**First Amendment of
THE RANCH**

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND DEDICATION OF PLAT AND EASEMENTS**

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TAYLOR }

WHEREAS, LANTRIP-LANGLEY INVESTMENTS, a joint venture composed of Hermann Langley Investments, LLC and Kenneth E. Lantrip, is the owner and the developer of the following described land situated in Taylor County, Texas:

A Subdivision of 165.328 acres out of a 229.385 acre tract out of the West 240 acres of Survey No. 22, Block No. 1, S.P. RR. Company Lands, Taylor County, Texas, as described on the attached Exhibit.

WHEREAS, the parties hereto desire to and hereby amend the Covenants, Conditions and Restrictions of The Ranch as follows:

WHEREAS, LANTRIP-LANGLEY INVESTMENTS, a joint venture conformed of Hermann Langley Investments, LLC and Kenneth E. Lantrip, hereinafter referred to as "the Developer" has caused the land described above to be surveyed and divided into lots as shown on the attached survey of "THE RANCH" and Developer hereby dedicates the survey and adopts the following restrictive covenants which shall be applicable to each lot located in said subdivision, to wit:

- 1 **DESCRIPTION.** Lots located within the subdivision will be conveyed by deeds which described the land by lot number, followed by the words "THE RANCH, a subdivision of 165.328 acres out of a 299.385 acre tract out of the West 240 acres of Survey No. 22, Block No. 1, S.P. RR. Company Lands, Taylor County, Texas."

2. **USE:** Each lot shall be used for residential purposes only and not more than one family will be permitted to reside on each lot. Nothing shall be done or kept on any Lot which would increase the rate or cause the cancellation of insurance on any lot.

3. SIZE: A lot may not be subdivided.
4. ARCHITECTURAL CONTROL: No building or any other structure or improvement shall be erected, placed on any lot until the plans and specifications have been approved by the Developer.
5. BUILDING SETBACKS: No building shall be located nearer than sixty (60) feet from the front property line bordering any public street or roadway. No building shall be located nearer than forty (40) feet to the back lot line or nearer than forty feet to any side lot line.
6. FLOOR SLAB ELEVATION: The top of the floor slab elevation on residential structures shall be placed at a height of not less than eighteen inches (18") above the flood of record elevation. Said elevation to be determined by a Registered Engineer and approved by proper governmental authorities. Developer assumes no liability and shall be released by any owner and/or builder who constructs a slab lower than the height described and shall hold harmless as to any claim, cause of action or damage that may result from any such construction.
7. BUILDING TYPE: No building shall be erected, placed or permitted to remain on any tract other than single-family dwelling and a private garage, except that a suitable guest house and other buildings incidental to tract use may be permitted subject to approval pursuant to paragraph 4. No house trailer, shack or tent shall be permitted as a permanent structure in or on any part of this subdivision. All dwellings, exclusive or guest housed, will be a minimum of two thousand (2,000) square feet of enclosed living excluding garages. The bottom story of any two-story dwelling shall have a minimum of sixteen hundred (1,600) square feet. The measurements are exclusive of open porches, balconies, driveways, and garages.
8. ROOFS: All dwellings shall have a roof that gains a minimum of seven (7) vertical inches in elevation for every twelve (12) inches of horizontal run and be covered with roofing materials that meet or exceed 25-year warranty composition shingles. Standing seam or exposed fastener metal roofing is allowed on dwellings with AP-Panel style roofing only. R-Panel or RU-Panel styles may be placed on outside structures only. Only new outside construction shall be permitted. No structure shall have tarpaper or roll-brick siding or any similar material on outside walls. All wood exteriors, which require stain or paint, must be periodically maintained and kept in a sightly condition. All dwellings shall be faced with masonry of 75% of exterior wall elevations.

9. GARAGES: Each single-family residential structure shall have an enclosed attached or detached garage space sufficient to house at least two (2) vehicles.
10. CARPORTS AND DRIVEWAYS: All carports shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All carports shall be open aired structures suitable for not less than one (1) automobile. Carports shall be constructed no closer than one hundred (100) feet from the front building line of the Lot or one hundred (100) feet from any public street or roadway.
11. TEMPORARY STRUCTURES: No temporary mobile home, house or trailer, shack, tent or other buildings shall be placed, erected or permitted on any tract. The Developer may grant permission for such temporary buildings for the storage of materials during construction.
12. SEWAGE: No cesspool or other individual sewage system shall be installed or used on a Lot other than a septic tank or similar improved sanitary method of sewage disposal meeting the requirements of the proper governmental authorities. The drainage of septic systems into any road, ditch or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect or willful action of any owner in this subdivision. A septic system or sewage disposal system must be approved by the Taylor County Environmental Office.
13. DRAINAGE: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All owners are required, at their own expense, to provide a culvert adequate for the flow of drainage at the entrance to their property. Such culvert shall be approved by Developer. Low water crossings are allowable.
14. EASEMENTS: Perpetual easements are reserved by Developer and dedicated on, over and through tracts in this subdivision for the purpose of installing and maintaining utility facilities and services and access. All easements shown on the attached survey of the subdivision are adopted as part of these restrictions. In instances where surrounding terrain may necessitate the location of utilities outside of the precise areas designated as easement areas, access may be had at all reasonable times there for installation or maintenance purposes without the tract owner being entitled to any compensation or redress. A twenty-foot (20') easement is specifically retained by the Developer on all

front Lot boundaries facing roadways for the purpose of installing and maintaining utilities for service to all Lots in the subdivision. Developer dedicates non-exclusive access easements for public use as shown on the attached survey for use in accessing the lots on which the easements are located and lots contiguous to said easements. Each Lot owner on which the access easement is located and lots contiguous to an access easement shall proportionately pay the cost of the maintenance of said access easements to community standards. The level of maintenance and cost of maintenance must be agreed upon by all parties contiguous to said easement.

15. FENCES: Fences may be constructed or maintained on Lot easements provided they have at least fifteen foot wide gates centered on every fence crossing said easement and do not interfere in any way with the use of such easements by the public or private utilities then utilizing or thereafter desiring to utilize same. The rights of owners of such fences shall at all time be subordinate in every way to the rights of public or private utility companies.
16. RESERVATION OF SURFACE RIGHTS: Developer maintains all minerals.
17. STABLES AND OUTBUILDINGS: Developer must approve all stables and outbuildings in regard to size, design type, materials, and placement on tract. Such stables and outbuildings shall be kept in a sightly and wholesome condition at all times.
18. EXCAVATION AND DAMS: No excavations except those necessary for the construction of improvements shall be permitted in this subdivision. No earthen tanks or dams shall be constructed without written approval by Developer.
19. SIGNS: No signs, billboards, posters or other advertising shall be erected or displayed to the public view on any tract except one professional sign of not more than two square foot or one sign of not more than ten square feet advertising the property for sale or rent or signs not to exceed ten square feet used to advertise the property during construction and sales period. The right is reserved by Developer to construct and maintain billboards or other advertising devices as are customarily connected with the general sale of property.
20. ACCESS: Private Road Agreements.
21. STORAGE: No building materials shall be stored upon any tract except during construction and then such material shall be placed within the property lines of the tract

upon which the improvements are to be made. If open carports are used, no unsightly storage shall be permitted therein that is visible from the roadway. No trucks, boats, or unsightly vehicles shall be stored or kept for the purposes of repair on any tract except in enclosed garages or storage facilities protected from the view of the public or other subdivision residents. Any boat, personal water craft, recreational vehicle or travel trailer that is well maintained and in operational condition may be stored if kept no closer than one hundred fifty feet from any public street or roadway. Service areas, storage areas, compost piles, and facilities for drying or airing clothing shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the property except within enclosed structures or appropriately screened from view.

22. PETS AND OTHER ANIMALS. Dogs, cats and other household pets which do not make objectionable noise or constitute a nuisance may be kept. No more than one (1) head of domestic animals (with the express exclusion of all swine) may be kept per acre of land and then for owner's personal use and enjoyment only. No type or breed of animal or fowl shall be kept, bred or raised for commercial purposes. Only fowl being kept or raised in a reasonable number for the owner's personal use, enjoyment and home consumption may be kept and all such fowl will be properly caged or confined on owner's premises.
23. SANTARY CONDITIONS. All tracts of land in this subdivision shall be kept in a sanitary condition. Dumping of garbage or other refuse on any land in this subdivision or adjacent lands owned or not owned by the developer is prohibited. Trash, garbage or other waste shall not be kept except in sanitary containers with lids sufficient to keep out flies. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition at all times.
24. NUISANCES: No noxious or offensive activity or trade shall be carried on upon any tract in this subdivision or in buildings thereon erected which may be or become an annoyance or nuisance to the neighborhood.
25. WATER LINES: A Lot owner shall not lay or allow anyone to lay a water line on, over or across such Lot which will be used to furnish water on land outside THE RANCH.
26. UTILITIES: The installation of overhead power lines, telephone lines, communication lines or TV cable lines is strictly prohibited. All utility lines are to be buried except the

- perimeter of the Subdivision. Overhead lines will be allowed at the utility easement bordering the Subdivision.
27. FIREARMS: The discharge of firearms for any purpose except for personal protection is prohibited.
 28. COVENANT VIOLATION: If any person or owner shall violate or attempt to violate any of the restrictions of covenants herein set forth, it shall be lawful for and Lot owner or owner of an interest in any Lot located within such Subdivision to prosecute proceedings at law or in equity against any person or owner violating or attempting to violate any such restriction or covenant, either to prevent such violation or to correct such violation or for damages or other relief for such violation. Invalidation of any one restriction of covenant by judgment or court order shall not affect any of the covenants or restrictions herein set forth.
 29. VARIANCES: Developer may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained here provided that such is done in conformity to the intent and purposes hereof and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision. Any such variances must be submitted by owner in writing and granted in writing by Developer.
 30. CONVENANTS RUNNING WITH THE LAND: All restrictions, easements and reservations are for the benefit of this Subdivision and shall be binding upon the purchaser, his heirs, successors or assigns. All restrictions, easements and reservations herein provided and adopted shall apply to each tract and shall be deemed covenants running with the land. When such tracts are conveyed they shall be subject to such covenants provided for herein and also such as are shown on the plat of this Subdivision as recorded in Taylor County, Texas. When such reservations, easements and restrictions are referred to by reference thereto in any deed or conveyance to any tract in said Subdivision they shall be of the same force and effect as if written in full. Each contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted upon the express reservations, easements and restrictions as herein stated and set forth.
 31. AMENDMENT: Any and all of the covenants contained herein may be annulled, amended or modified at any time after a period of ten years from the date hereof by a vote of a majority of the property owners. The owner of each tract in the Subdivision shall have one vote. All such tract owners shall be given thirty days written notice of any proposed

amendment before same is adopted. The person or persons requesting the amendment shall bear all expenses of such amendment.

EXECUTED this the 1st day of October, 2014.

**LANTRIP-LANGLEY INVESTMENTS, a Texas
joint venture**

Herman Langley Investments, LLC

by: [Signature]
FRANK LANGLEY, Manager, Developer

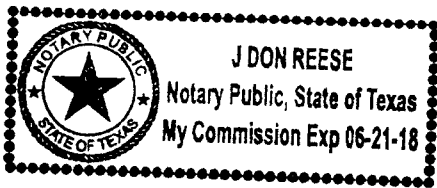
by: [Signature]
KENNETH E. LANTRIP, Developer

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 1st day of October, 2014 by **FRANK LANGLEY, Manager, of Herman Langley Investments, LLC, Partner of LANTRIP-LANGLEY INVESTMENTS.**



[Signature]
Notary Public, State of Texas

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 4 day of November, 2014
by KENNETH E. LANTRIP, Partner of LANTRIP-LANGLEY INVESTMENTS.



Mitzi Merchant

Notary Public, State of Texas

THE RANCH

Being 165.328 acres out of a 229.385 acre tract recorded in Volume 1523, Page 513, out of the West 240 acres of Survey No. 22, Block No. 1, S.P. RR. Company Lands, Taylor County, Texas, said 165.328 acre tract being more particularly described as follows;

BEGINNING at a found ½" metal rebar at the Northeast corner of a 27.96 acre tract recorded in Volume 3368, Page 493, Official Public Records, Taylor County, Texas, the Southeast corner of a 13.71 acre tract recorded in Instrument No. 2008-00006455, Official Public Records, Taylor County, Texas, the Southwest corner of a 19.97 acre tract recorded in Instrument No. 2013-00012167, Official Public Records, Taylor County, Texas, recognized as the Northwest corner of said 229.385 acre tract and the Northwest corner of said Survey 22 for the Northwest corner of this tract;

THENCE N89°35'58"E 2647.19' to the center of a 4" cedar fence corner post called to be the Southwest corner of a 21.97 acre tract recorded as Tract One in Volume 2939, Page 548, Official Public Records, Taylor County, Texas, for a point of intersection of this tract;

THENCE N89°33'37"E 724.39' to a found ½" metal rebar at the Southeast corner of said 21.97 acre tract and the Southwest corner of a 10.00 acre tract recorded as Tract Two in said Volume 2939, Page 548 for a point of intersection of this tract;

THENCE N89°25'59"E 330.02' to a found ½" metal rebar at the Southeast corner of said 10.00 acre tract and the Southwest corner of a 38.90 acre tract recorded in Volume 3319, Page 235, Official Public Records, Taylor County, Texas for a point of intersection of this tract;

THENCE N88°51'16"E with the South line of said 38.90 acre tract 1020.89' to a found 3/8" metal rebar at the Northwest corner of a 4.695 acre tract recorded in Instrument No. 2007-00022030, Official Public Records, Taylor County, Texas for the Northeast corner of this tract, whence a found 3/8" metal rebar on the West line of U.S. Highway 83-84 at the Northeast corner of said 4.695 acre tract bears S89°51'42"E 508.63';

THENCE S00°29'20"E 627.19' to a found 3/8" metal rebar on the North line of U.S. Highway 83 (right-of-way varies) on a curve to the right, at the Southwest corner of said 4.695 acre tract and the Northeast corner of a 0.655 acre tract dedicated for right-of-way recorded as Tract (2) in Volume 333, Page 150, Deed Records, Taylor County, Texas for the Southeast corner of this tract, whence a found concrete right-of-way monument on the North line of said Highway 83 and the South line of said 4.695 acre tract bears N55°41'09"E 251.67';

THENCE Southwesterly with the North line of said Highway 83, the North line of said 0.655 acre tract and with said curve to the right a radius of 758.64' a chord bearing S69°19'57"W 46.41' an arc distance of 46.42' to a found concrete right-of-way monument at the end of said curve;

THENCE S68°56'45"W with the North line of said Highway 83 and the North line of said 0.655 acre tract at 123.76' pass a found concrete right-of-way monument at recorded Hwy Sta. 1229+94.8 and continue on a total distance of 331.96' to a found concrete right-of-way monument at point of intersection at recorded Hwy Sta. 1232+00 for a point of intersection of this tract;

THENCE S64°56'06"W with the North line of said Highway 83 and the North line of said 0.655 acre tract, 497.81' to a found concrete right-of-way monument at the West corner of said 0.655 acre tract at recorded Hwy Sta. 1237+00 for a point of intersection of this tract, whence a found concrete right-of-way monument on the South line of said Highway 83 bears S20°50'08"E 100.44';

THENCE S68°58'00"W with the North line of said Highway 83 (100' right-of-way Volume 213, Page 619, Deed Records, Taylor County, Texas) at 712.99' pass a found concrete right-of-way monument whence a found concrete right-of-way monument on the South line of said Highway 83 bears S20°51'11"E 100.07' and continue on S68°58'00"W (bearing basis) a total distance of 3276.89 to a found concrete right-of-way monument at the beginning of a curve to the right at recorded Hwy Sta. 1269+69.8, whence a found concrete right-of-way monument on the South line of said Highway 83 bears S20°55'10"E 100.39';

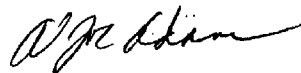
THENCE Southwesterly with the North line of said Highway 83, and with the said curve to the right, a radius of 2815.00' a chord bearing S73°25'32"W 432.38' an arc distance of 432.81' to a found concrete right-of-way monument at the intersection of the North line of said Highway 83 and the North line of County Road 131 (no dedication found, used as public road);

THENCE N89°20'42"W with the North line of said County Road 131, 438.55' to a found 3/8" metal rebar for the Southwest corner of this tract;

THENCE N00°18'25"W 2220.44' to the point of beginning and containing 165.328 acres of land.

Surveyed on the ground December 6, 2013

Page 1 of 2



Alvin Joe Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.S.L. No. 4130