

**DECLARATION OF RESTRICTIONS
OF
THE OAKS AT LAKEWOOD
A SUBDIVISION IN
BELL COUNTY, TEXAS**

CAROTHERS PROPERTIES, LTD., referred to as "DECLARANT", declares that the land described below is held and will be conveyed subject to the covenants, conditions and other restrictions set forth in this instrument:

19.065 acre tract of land in Bell County, Texas, in the George Lindsey Survey, Abstract 513 in Bell County, Texas, being more particularly described by metes and bounds in Exhibit "A", attached hereto.

Purpose of Restrictions

The purpose of these restrictions is to prevent the impairment of the value of the property and to maintain the desired character of the property, and thereby to secure to each owner the full benefit of and enjoyment of his or her property, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other surrounding owners.

RESTRICTIONS

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE DEFINITIONS

Owner

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarant.

Lot

1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet D, Slide 390-A, of the Plat Records of Bell County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the any other reserves shown on the said map or plat.

Declarant

1.04. "Declarant" shall refer to CAROTHERS PROPERTIES, LTD., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Declaration

1.05. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for The Oaks at Lakewood, and any amendments, annexations and supplements thereto made in accordance with its terms.

Builder

1.06. "Builder" shall mean and refer to any residential building company or individual acquiring Lots from the Declarant for the purpose of construction and sale of homes which are unoccupied.

Association

1.07. "Association" shall mean and refer to The Oaks at Lakewood Homeowner's Association, a Texas nonprofit corporation established for the purposes set forth herein. The Association is a "property owners association" as defined in the Texas Property Code Section 202.001(2).

1.08. "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE TWO ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Until such time as more than 75% of the lots in the subdivision have been conveyed, Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant. Thereafter, the Board of the Home Owner's Association shall appoint the members of the committee.

Approval of Plans and Specifications

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE EXTERIOR MAINTENANCE

3.01. Owners of any Lot shall maintain the premises and the improvements situated thereon in a neat and orderly manner and shall not create or permit any condition to exist on the premises that may constitute a health or safety risk or nuisance to the owners of other properties in the subdivision.

ARTICLE FOUR USE RESTRICTIONS

Type of Building Permitted

4.01. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not less than two (2) or more than three (3) automobiles, and other non-commercial outbuildings which are approved prior to construction by the Architectural Control Committee. No garage, whether attached to or detached from the building, shall open to the street.

Minimum Floor Area and Exterior Walls

4.02. Any residence constructed on said Lots must not contain less than 2,200 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. No dwelling, garage or outbuilding shall be constructed on any Lot unless at least ninety (90%) percent of the exterior of the ground floor of such dwelling, garage or outbuilding, shall be of brick or stone veneer (not to include "Hardi plank" or similar siding materials), and/or glass construction, unless consent is obtained from the Architectural Control Committee.

Roof Material

4.03. The roofs of all dwellings, garages or outbuildings constructed on said lots shall be 30 year dimensional or higher grade, materials and shall be a minimum of 8-12 pitch, unless consent is obtained from the Architectural Control Committee.

Setbacks

4.04. No building shall be located on any Lot nearer to the front Lot line or nearer to the side line than the setback lines shown on the recorded plat. In no event shall any front or side setback line be less than ____ feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.05. None of said Lots shall be resubdivided in any fashion.

Noxious or Offensive Activities Prohibited

4.06. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.07. No structure of a temporary character, trailer, trailerhouse, prefabricated house, tent, shack, garage, garage apartment, manufactured home, or mobile home shall be used as a dwelling except during construction of a dwelling, and then for a period not to exceed ninety (90) days.

Signs

4.08. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Political Signs

4.09. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be larger than 2' x 3' and shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

Window Coverings

4.10. Any windows on any structure constructed on a lot, which window is visible from any other lot or from any street shall be maintained with window coverings manufactured and designed for such purpose, and shall not be covered with bedsheets, plywood, cardboard or other materials not intended to be used as window coverings.

Yard Maintenance

4.11. All portions of any lot in the subdivision which shall be visible from any other lot or from a street shall be kept at all times free and clear of debris, trash and materials which are offensive to a reasonable person. In addition, all grass, shrubbery, greenery and other landscaping materials shall be kept in a good and orderly condition, and shall be reasonably mowed and free of weeds.

Mailboxes

4.12. If individual curbside mailboxes are permitted and serviced by the U.S. Postal Service, mailboxes shall be of a design and structure that is compatible with the residence and surrounding properties, as determined by the Architectural Control Committee in its sole discretion. Owners must get approval of the Architectural Control Committee before erecting or constructing curbside mailboxes. If curbside mailboxes are not permitted or serviced by the U.S. Postal Service, mail service delivery, and deposit will be to “cluster” type mailboxes to be located in areas designed by the Developer and the Architectural Control Committee.

Athletic and Play Facilities

4.13. Basketball goals, swings, slides, playhouses, sandboxes, or any other sporting or play equipment (temporary or permanent) may not be attached to the front of a dwelling or located in front of a dwelling or located in front of a corner side (unfenced) yard without the consent of the Architectural Control Committee.

Trash Receptacles

4.14. All trash and rubbish shall be kept in appropriate containers intended for temporary storage of trash and rubbish, and shall be placed adjacent to the house or any building structure on a lot, and shall be placed adjacent to, but not on the street, for purposes of trash pick up.

Oil Development and Mining Prohibited

4.15. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.16. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Sewage Disposal

4.17. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and

recommendations of Bell County Public Health Department and the State of Texas. Approval of the system as installed shall be obtained from that authority. No open or out-door privies shall be placed or permitted to be placed within the area.

Water Supply

4.18. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of Bell County Public Health Department. Approval of the system as installed shall be obtained from that authority.

Underground Utilities

4.19. All utility lines across any Lot, including electricity, telephone, cable television, water, sewer and natural gas, shall be placed underground at depths and locations which provide reasonable safety and do not interfere with reasonable use of the surface of any other Lot. Any utility lines which shall be required to be located above the surface of the ground shall be located or immediately adjacent to a lot line.

Animals and Pets

4.20 No animals, livestock, or poultry, or Exotic or Dangerous Animal (as defined below) of any type shall be raised, bred, or kept on any Lot except for dogs, cats, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, customers, or tenants, and includes the (1) dog breeds of pit bull, rottweiler, and Doberman pincher, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (2) poisonous insects, amphibians, or reptiles; (3) boa constrictor and other constrictor reptiles; (4) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (5) ferrets, and (6) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Board, in the Board's sole discretion, and the Rules and Regulations will be amended to include such breed of animal.

No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Lot. No Pet may be bred, kept or maintained for any commercial purpose.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a

fenced area (fenced with standard materials or by an electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners or occupants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet to clean up after their Pet when on the private property of others.

The Association may notify the Owner in writing of any offensive activity or other violation of the covenants of this Declaration and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guest or invitee, or tenants, or creates a nuisance or unreasonable disturbance, or if not a common household pet, as may be determined by the Board, in the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon seven (7) days' written notice by the Board to the offending Owner. The Board may exercise all of its remedies allowed under the Declaration or by law to have the Pet or animal permanently removed. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by the Board, the offending Owner will be in violation of the covenants of the Declaration and subject to any Fine imposed by the Board in accordance with its rules and regulations.

Fences for Dogs

4.21. Dogs which may be kept on any lot shall be restrained at all times by a leash or kept inside a fence suitable for controlling such dogs, which fence shall be in compliance with the restrictions applicable to fences in the paragraph below. No temporary fences, dog runs or pens of any type shall be allowed on the property.

Fences, Walls and Hedges

4.22. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices. All fences must be approved by the Architectural Control Committee, and must be privacy fences constructed of wood, and/or masonry. Chain link fences are prohibited.

Campers, Trucks, Boats, Buses, Trailers and Recreational Vehicles

4.23. No truck of a size greater than one (1) ton, bus, trailer, or motor home shall be parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No campers, vans, tractors, boats, boat trailers, recreational vehicles and other types of nonpassenger vehicles, equipment, implements or accessories may be kept in the streets or rights-of-way of the Property, or on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories

are screened from view by a screening structure or fencing approved by the Architectural Control Committee, and said vehicles and accessories are in an operable condition. The Architectural Control Committee, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said Architectural Control Committee, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

Commercial or Commercial Use

4.24. No Lot may be used for business or commercial purposes. This provision will not be prohibit an Owner's conduct of business activities that are merely incidental to the Owner's residential use within a residence so long as (1) the existence or operation of the business activity is not apparent, detectable or visible by sign, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to he Property; (c) the business activity does not involve visitation of the residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of the Owners; and (d) the business activity is consistent with the residential character of the Subdivision and of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this paragraph will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of the entire residence will not be considered a trade or business within the meaning of this paragraph. This paragraph does not apply to any activity conducted by the Declarant, or by a Builder, with respect to its development and sale of its Lot.

4.25. No satellite dishes, television antennas, or microwave dishes shall be permitted in the front yard or on the roofs or dwellings of any other area on the lot which is visible from the street.

Clothes Hanging Devices

4.26 Clothes hanging devices exterior to a dwelling shall not be permitted.

Vehicles

4.27. No Lot, nor any part thereof, or street of the Subdivision shall be used for the storage, temporary or otherwise, of any junk automobile, abandoned or inoperable vehicle, trailer or boat, or any parts thereof, nor shall any Lot, nor street, or driveway be used as a place to park, keep, or store any type of vehicle except those in good working order regularly used and driven by the occupants of such lot. All overnight parking (including extended periods during the day) of resident vehicles must

be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or services) is permitted only in garages.

Driveways

4.28. Any driveway constructed on a lot shall be of concrete or asphalt, and shall be maintained in a good condition at all times.

Garages

4.29 Each residence shall have a fully enclosed garage capable of accommodating not less than two (2), nor more than (3) automobiles. The garage entry shall not face the front of the lot.

ARTICLE FIVE EASEMENTS

Reservation of Easements

5.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet D, Slide 390-A, of the Plat Records of Bell County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

Utility Easements

5.02. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

5.03. No fences or other improvements shall be constructed within the drainage and public utility easement located on the rear of each lot as reflected on the plat of the subdivision.

Landscaping Easements

5.04. Easements for the installation and maintenance of landscaping, including fences, masonry columns, signage, irrigation systems, and lighting, are reserved as shown on the recorded

plat. No Owner shall construct any structures, fences or other improvements within such easements without the express consent of the Architectural Control Committee. However, a driveway providing access to a residential structure constructed on a lot may be constructed across the easement at a location approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to assess from the owners of each lot in the Subdivision amounts which may be reasonably necessary to provide upkeep, maintenance and repair of such landscaping and improvements.

ARTICLE SIX HOMEOWNER'S ASSOCIATION

6.01. Every person or entity who is a record owner of a lot in THE OAKS AT LAKEWOOD will be a member of THE OAKS AT LAKEWOOD HOMEOWNER'S ASSOCIATION, INC. ("the Association"). The Association shall be subject to the Certificate of Formation and Bylaws of the Association. The members of the Association will have the responsibility of administering and enforcing the covenants, conditions, and restrictions pertaining to Lots within THE OAKS AT LAKEWOOD.

Dues and Assessments

6.02. Each member, jointly and severally, by the acceptance of a deed or other instrument of conveyance to a Lot or Lots in THE OAKS AT LAKEWOOD shall be deemed to covenant and agree to pay to the Association annual dues and special assessment fees for capital improvements as determined by the board of directors. The annual dues and special assessments shall be assessed against each individual lot. Annual dues and special assessment rates may be changed by the directors of the Association from time to time but not more often than once every six (6) months; provided that any change shall have the consent of two-thirds of the affirmative vote of the Owners of Lots represented herein. Any member who has not paid in full all dues and assessments levied by the Association shall not be eligible to vote. Written notice of proposed assessments and dues shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The dues and assessments, together with interest, costs, taxes and reasonable attorney's fees, if any, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each assessment is made. The dues and each assessment shall also be the obligation of the person or entity who was the Owner of such Lot or Lots at the time when the dues or assessment fell due.

Purposes

6.03. The purposes for which the Association is organized are those which include, but are not limited to, including the care and maintenance of signage and areas along fencing easements. It is

the Association's intention that such easements be preserved for their intended purpose, which is to enhance the appearance of same to the public, and to provide for the common benefit and welfare of the Owners of Lots in the subdivision.

Entry Easements

6.04. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the property maintenance and operation of the Property. Entry upon the Lot as provided therein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Maintenance Fund

6.05. Annual and special assessments collected shall be combined into a single "Maintenance Fund" to be expended for owning, developing and maintaining along fencing easements. Fencing easements and common areas may be added at a later date provided that any such change shall have the consent of two-thirds of the affirmative vote of the Property Owners. The Association's board of directors will appoint a responsible person or persons who will act as the custodian and administrator of said Maintenance Fund, and shall have the right to collect, hold and expend any and all monies paid or to be paid into said fund, to carry out the provisions hereof. Annual and special assessments shall not apply to any Lot owned by any person, firm or corporation if said Lot is primarily held for resale or constructing improvements thereon for the purpose of selling same. Upon the sale of any lot, such assessment charges and dues shall thereafter become effective and accrue against such lot. It is agreed and understood that the judgment of the board of directors of the Association or its successor assigned as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof, shall be binding, final and conclusive on all parties at interest.

Assessments Due Date

6.06. All annual dues shall be due and made payable to the Association on the first day of January of each year. Any assessments or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Property. No member may waive or otherwise escape liability for the assessments or dues provided for herein by nonuse of the common areas (if any) or abandonment of a Lot or Lots.

Notice of Lien

6.07 In addition to any other rights of the Association to enforce assessments, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") in the Real Property Records of Bell County, Texas, setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which lien *is* claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequent accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other fees, costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien.

Lien for Assessments

6.08. The lien of the dues and assessments provided for herein shall be subordinate and inferior to any lien upon a Lot given to secure an obligation for purchase money, construction costs, or any subsequent improvements created by a mechanic's lien. Sale or transfer of any Lot shall not affect the assessment lien and any purchaser of a lot shall take it subject to any such liens for dues and assessments.

ARTICLE SEVEN GENERAL PROVISIONS

Enforcement

7.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Remedies

7.02. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or Rules and Regulations the Association, the Association shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said Rules and Regulations and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lieu and the appointment of a receiver for the Lot and ownership interest of such Owner or for damages or injunction, or specific performance, or for a money judgment, or for any combination of remedies, or for any other relief. The Association

reserves the right to bid at any foreclosure sale conducted hereunder and may credit against the amount of any bid all the amounts due to the Association by the Owner of the Lot being foreclosed. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. *All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of Owner's respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of Owner's additions and improvements thereto.* Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Severability

7.03. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment


7.04. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners and thereafter by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Public Records of Real Property of Bell County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

7.04. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

7.05. CAROTHERS PROPERTIES, LTD. does hereby certify that the land comprising THE OAKS AT LAKEWOOD subdivision is indicated in the field notes and plat attached hereto, is wholly within Bell County, Texas.

IN TESTIMONY WHEREOF, CAROTHERS PROPERTIES, LTD. has caused this Declaration of Restrictions to be executed this 17th day of January, 2014.

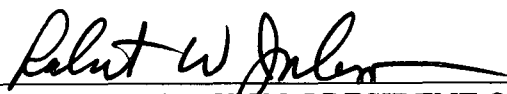
CAROTHERS PROPERTIES LTD., a Texas limited partnership

BY: 

JASON CAROTHERS, PRESIDENT OF J&J
CAROTHERS ENTERPRISES, L.L.C., GENERAL
PARTNER

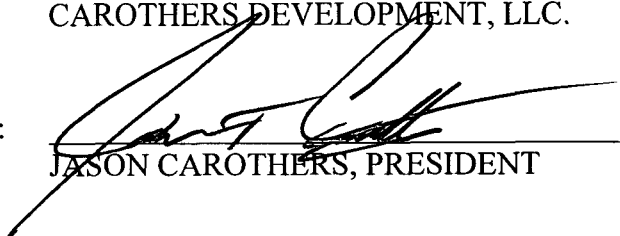
THE UNDERSIGNED, BEING OWNERS OF SOME OF THE LOTS IN THE ABOVE-DESCRIBED SUBDISIVISON, HEREBY APPROVE, CONSENT TO AND RATIFY THE IMPOSITION OF THE HEREIN ENUMERATED RESTRICTIVE COVENANTS UPON THE LANDS COMPOSING THE SUBDIVISION KNOWN AS THE OAKS AT LAKEWOOD, IN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN CABINET D, SLIDE 390-A, PLAT RECORDS OF BELL COUNTY, TEXAS AND SPECIFICALLY UPON LOTS OWNED BY THEM:

STILLWATER CUSTOM HOMES, LTD.

BY: 

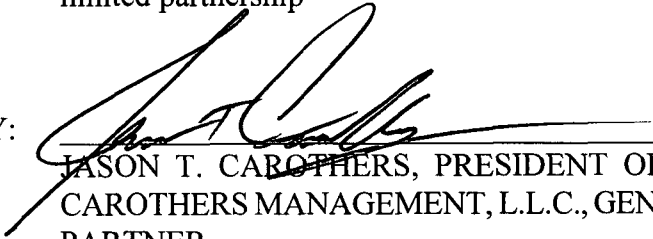
ROBERT W. JOHNSON, PRESIDENT OF
STILLWATER CUSTOM HOMES
MANAGEMENT, LLC, GENERAL PARTNER

CAROTHERS DEVELOPMENT, LLC.

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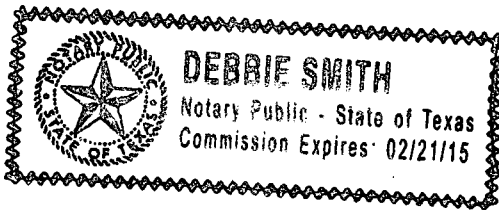
JASON CAROTHERS, PRESIDENT

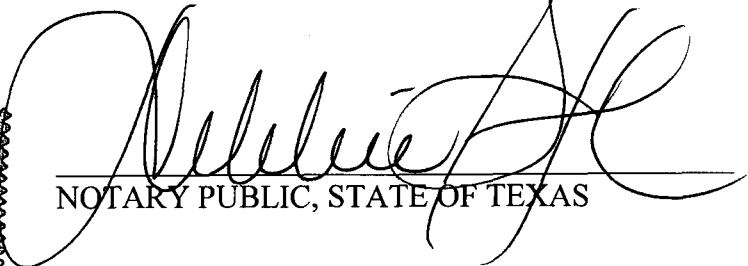
CAROTHERS EXECUTIVE HOMES, LTD., a Texas limited partnership

BY: 
JASON T. CAROTHERS, PRESIDENT OF J&B CAROTHERS MANAGEMENT, L.L.C., GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF BELL §

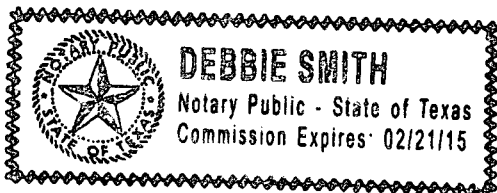
This instrument was acknowledged before me on the 22nd day of January, 2014 by JASON CAROTHERS, PRESIDENT of CAROTHERS ENTERPRISES, L.L.C., general partner of CAROTHERS PROPERTIES, LTD., a Texas limited partnership, on behalf of said partnership.

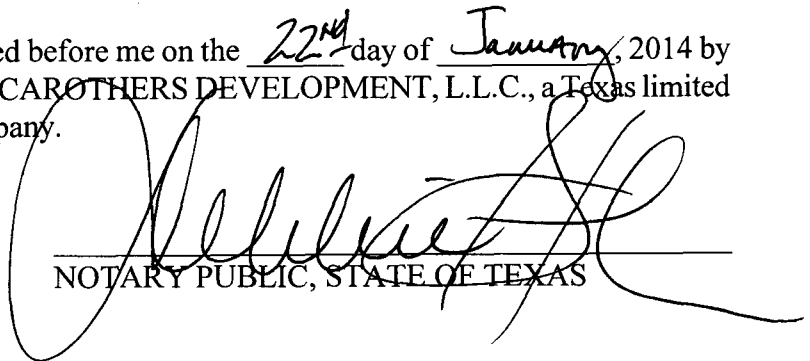



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 22nd day of January, 2014 by JASON CAROTHERS, PRESIDENT of CAROTHERS DEVELOPMENT, L.L.C., a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 22nd day of ~~February~~ ^{January} ~~2013~~ ²⁰¹⁴, by JASON T. CAROTHERS, PRESIDENT OF J&B CAROTHERS MANAGEMENT, L.L.C., GENERAL PARTNER, general partner of CAROTHERS EXECUTIVE HOMES, LTD., a Texas limited partnership, on behalf of said partnership.

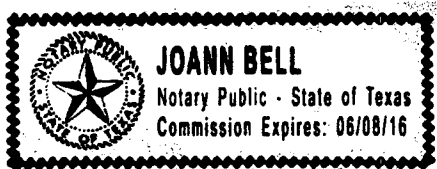


[Handwritten Signature]

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 17th day of January 2014 by ROBERT W. JOHNSON, PRESIDENT OF STILLWATER CUSTOM HOMES MANAGEMENT, LLC, GENERAL PARTNER of STILLWATER CUSTOM HOMES, LTD., a Texas limited partnership, on behalf of said partnership.



[Handwritten Signature]

NOTARY PUBLIC, STATE OF TEXAS

FIELD NOTES PREPARED BY: ADVANCED SURVEYING & MAPPING, LLC

October 10, 2011

Surveyors Field Notes

19.065 acre tract of land in Bell County, Texas, in the George Lindsey Survey, Abstract 513, being the same tract to Shobert Family Revocable Trust as recorded in Document Number 200900028193, of the Deed Records of Bell County, Texas. Said 19.065 acre tract was surveyed by Advanced Surveying & Mapping, LLC, and is more particularly described by metes and bounds as follows:

Beginning at a 12" wood post found in the East Right of Way line of Morgan's Point Road in Bell County, Texas, the same being the southwest corner of Lot 1, Block 2, of Morgan's Point Lake Resort, Section 2, as recorded in Cabinet A, Slide 242-C of the Plat Records of Bell County, Texas, also being the northwest corner of the herein described tract,

Thence along the southerly occupied line of said Morgan's Point Lake Resort, Section 2, the following calls:

S 75° 55' 43" E - 202.03' to a 5/8" iron rod found,
S 78° 40' 10" E - 99.25' to a 1/2" iron rod found (L1),
S 81° 39' 19" E - 96.74' to a 5/8" iron rod found (L2),
S 81° 06' 28" E - 49.68' to a 5/8" iron rod found (L3),
S 81° 13' 47" E - 65.80' to a 1/2" iron rod found (L4),
S 74° 05' 43" E - 83.09' to a 1/2" iron rod found (L5),
S 69° 26' 03" E - 99.41' to a 1/2" iron rod found (L6),
S 69° 50' 41" E - 150.08' to a 1/2" iron rod found (L7),
S 69° 49' 41" E - 69.24' to a 1/2" iron rod found (L8), the same being the northwest corner of Lot 11 Block 5, also being the northernmost corner of Lot 10 Block 5, of The Campus at Lakewood Ranch, Phase II, as described in Cabinet C, Slide 150-A of the Plat Records of Bell County, Texas, and being the northeast corner of this,

Thence S 17° 19' 44" W - 789.84' (Record Call: S 19° W - 845.00') departing the south line of said Morgan's Point Lake Resort, Section 2, along and with the west line of said The Campus at Lakewood Ranch, Phase II, to a 1/2" iron rod found for an angle point in the east line of this, the same being the southwest corner of Lot 6, Block 5, of said The Campus at Lakewood Ranch, Phase II, and also being the northwest corner of a 2.0 acre tract to Nolin Vernon Litchfield and wife Erlene Litchfield as recorded in Volume 1601, Page 749, of the deed records of Bell County, Texas,

Thence S 17° 18' 06" W - 58.87' along and with the West line of said 2.0 acre Litchfield Tract a distance of 58.87' to the northeast corner of a 4.283 acre tract to Arthur P. Prinz, as recorded in Volume 1590, Page 161, of the Deed Records of Bell County, Texas, a 1/2" iron rod found for the southeast corner of this,

EXHIBIT "A"

Thence N 80° 50' 11" W - 525.95' (Record Call: N 76° 43' W - 924.50') departing the West line of said 2.0 acre tract, along and with the north line of said 4.283 acre tract, passing it's southwest corner the same being the northeast corner of a 1.923 acre tract to Albert Alva as recorded in Document Number 201100012151 of the deed records of Bell County, Texas, to a 5/8" iron rod found, for an angle point of the herein described tract, and also being the northwest corner of said 1.923 acre tract, the same being the northeast corner of Lot 2, Block 1, of the Kravisi Subdivision as recorded in Cabinet D, Slide 111-D of the Plat Records of Bell County, Texas,

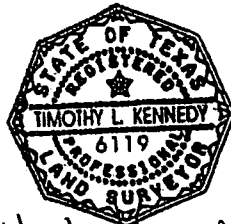
Thence N 80° 36' 18" W - 401.52' (Record Call: S 82° 03' 05" E - 401.55') along and with the north line of said Kravisi Subdivision to a 1/2" iron rod found in the East Right of Way line of said Morgan's Point Road, the same being the northwest corner of Lot 1, Block 1, of said Kravisi Subdivision,

Thence N 17° 44' 20" E - 939.20' (Record Call: N 19° E - 937.00') along and with the East Right of Way of said Morgan's Point Road to the Point of Beginning and containing 19.065 acres.

* Direction control is based on True North as established by Global Positioning Systems observations.

I, Timothy Lane Kennedy, Texas Registered Land Surveyor # 6119 do hereby attest that this survey was done on the ground and under my personal supervision and to the best of my knowledge is true and correct.

ASM# 110026



Timothy L. Kennedy

EXHIBIT "A"

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



70 2014 00002554

Instrument Number: 2014-00002554

Recorded On: January 23, 2014

As
Recordings

Parties: CAROTHERS PROPERTIES LTD

Billable Pages: 19

To OAKS AT LAKEWOOD

Number of Pages: 20

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	83.00
Total Recording:	83.00

***** 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: 2014-00002554
Receipt Number: 194197
Recorded Date/Time: January 23, 2014 02:16:53P
User / Station: G Gomez - Cash Station 1

Record and Return To:

HARRELL & STOEBNER PC
2106 BIRD CREEK DRIVE
254-771-1855
TEMPLE TX 76502



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk