

**RESTRICTIVE COVENANTS
THE GROVES AT LAKEWOOD RANCH, PHASE I
A SUBDIVISION IN THE CITY OF TEMPLE,
BELL COUNTY, TEXAS**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

That **KIELLA DEVELOPMENT, INC.**, , a Texas corporation ("Declarant"), is the owner of a tract of land out of and a part of the John J. Simmons Survey, Abstract No. 737, which tract, together with adjoining lands, have been platted as a subdivision known as **THE GROVES AT LAKEWOOD RANCH, PHASE I**, a subdivision in the City of Temple, Bell County, Texas, according to the map or plat of record in Plat Year 2013, Number 23, Plat Records of Bell County, Texas (sometimes referred to as the "Subdivision").

Declarant does make and impose the following restrictions, covenants and limitations on the following lots **ONLY**:

- Block 2, Lots 1 through 24 inclusive
- Block 4, Lots 1 through 12 inclusive
- Block 5, Lots 1 through 11 inclusive
- Block 6, Lots 1 through 4 inclusive
- Block 7, Lots 1 through 6 inclusive,

(collectively the "Residential Lots") with reference to the use of the lots, roads, and streets of the Subdivision, which will be covenants running with the above referenced Residential Lots. Each of the above referenced lots is individually referred to as "Lot" and collectively as "Lots".

It is specifically noted that the following restrictions, covenants and limitations do not and will not affect any other lots shown on the Subdivision Plat of **THE GROVES AT LAKEWOOD RANCH, PHASE I**, including but not limited to:

- Block 1, Lots 1 and 2
- Block 3, Lots 1 through 4 inclusive

1. **Declaration of Covenants, Conditions and Restrictive Covenants.** The Covenants, Conditions and Restriction limitations of the Residential Lots described in these Restrictive Covenants are subject to and in addition to any restrictions, covenants and limitations described in
 - a. "Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc." recorded in Volume 3133, Page 338, of the Official Public Records of Real Property of Bell County, Texas, as amended by

- b. "Supplemental Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. recorded in Volume 3144, Page 51, of the Official Public Records of Real Property of Bell County, Texas;
- c. "Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc." recorded in Volume 5996, Page 186, of the Official Public Records of Real Property of Bell County, Texas; and
- d. "Third Supplemental Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc., a Texas nonprofit corporation" recorded as document number 2014-21720, of the Official Public Records of Real Property of Bell County, Texas (the "Third Supplemental Declaration"),

(all of the above sometimes collectively referred to as "Declaration"), together with all other amendments and supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

2. **Architectural Control Committee.** The Architectural Control Committee ("ARC") will review and consider variances and approve and/or disapprove the design, materials, plans and specifications, as to conform to this Declaration and to maintain and protect the overall integrity of the development of the Subdivision.
 - a. **Review of Committee.** No improvements shall be erected, placed or altered on any Lot, nor shall any landscaping be performed unless complete plans, specifications, and lot plans therefore, showing exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, the general plan of landscaping, fencing, walls and the grading plan shall have been submitted to and approved in writing by the ARC, and a copy of such plans, specifications, and lot plans as finally approved, deposited with ARC.
 - b. **Purpose.** The ARC shall exercise its judgment to see that all improvements, construction, landscaping and alterations on Lots within THE GROVES AT LAKEWOOD RANCH, PHASE I, conform and harmonize with existing and surrounding structures.
 - c. **Procedures.** The ARC shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the ARC fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this procedure will be deemed to have been fully complied with.
 - d. **Records.** The ARC shall maintain written records of all applications submitted to it and of all actions taken.
 - e. **Members.** The ARC shall consist of not more than three (3) members who shall be appointed by Declarant. The following are hereby appointed to serve at this time, to-wit: John R. Kiella. The majority of the committee may designate a representative to

act for it. The undersigned reserves the sole authority to appoint Committee Replacements and to remove without cause any committee member and appoint his replacement. Neither the members of the committee nor its designated representative shall be entitled to any compensation for all services performed pursuant to this covenant.

- f. **Modification.** The ARC shall have the authority to reduce the floor area requirements contained herein by 10% and to modify the building material requirement. In addition, when in the opinion of the ARC, a waiver or modification of any other restrictive covenants herein would not impair or detract from the high quality of this Subdivision, it may, by written instrument in recordable form, waive or modify any such restriction.
- g. **Variances.** The ARC, in its sole discretion, has the authority to grant variances of any setback line, to alter any setback line, to waive any encroachment across or into any setback line, Common Area, or easement, or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.
- h. **Liability.** The ARC shall not be liable for damages to any person submitting requests for approval or to any Lot Owner within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any other such request.

- 3. **Residential use only.** No Lot or any part thereof may be used for any purpose except for single-family residential purposes, except for the following lots which are excluded from these restrictive covenants:

Block 1, Lots 1 and 2
Block 3, Lots 1 through 4 inclusive

Construction of Living Units and all improvements is restricted to new construction only, constructed on a Lot from the ground up.

No business of any kind will be conducted in any Residence with the exception of "in home" offices and the business of Declarant and the transferees of Declarant in developing all of the Lots. All "in-home" offices must have the prior written consent of the Declarant or the ARC and will be approved only when the "in home" activity is in harmony with the quality of the Subdivision and will protect the value, attractiveness, and desirability of the Residential Lots and the Subdivision.

- 4. **Park Land.** Lot 1, Block 15, Lakewood Ranch Phase III, a subdivision in the City of Temple, Bell County, Texas, being approximately 15.604 acres of land (the "Park"), has been conveyed to the Lakewood Ranch Homeowner's Association, Inc., a Texas nonprofit corporation (the

"Association") for the exclusive use of the Association's members and their families. This Park and common area shall be used for reasonable recreational activities consistent with the character of the area as a residential subdivision, and is subject to all terms and conditions of the Governing Documents of the Association, including the Declaration and all amendments and supplemental declarations thereto. Every record owner of a Residential Lot in the Subdivision known as "The Groves at Lakewood Ranch, Phase I", their successors, heirs and tenants, will have full use and benefit of the common area and park, subject to the terms and conditions of the Declaration and all amendments and supplemental declarations thereto, and subject to the terms and conditions of this instrument.

5. **Right to Re-plat or Re-subdivide.** Declarant hereby reserves the right to re-plat or re-subdivide any or all of the Residential Lots and the Subdivision, subject to compliance with State, City, and County subdivision standards and subsequent to the filing of these Restrictive Covenants.

No Lot can be used as a roadway to connect to any adjacent parcel without the Declarant's prior approval. However, Declarant reserves the right to use any of its Lots to extend roadways for any purpose and replat if necessary to accomplish connections between 2 or more parcels in or adjacent to the Residential Lots or the Subdivision.

6. **Consolidation of Lots.** A building site may be two (2) or more adjoining Lots consolidated into one building site at the discretion of the Declarant or the ARC. All setback lines will be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.
7. **Identified Dwellings not Permitted.** No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent; shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.
8. **Temporary Portable Storage Containers.** Temporary portable storage containers of any type, including Portable On Demand Storage ("PODS") or similar containers, trailers, or trucks may be placed upon a Lot, in conjunction with moving personal belongings, furniture, or fixtures to or from the premises. Such temporary placement, is limited to one portable storage container, trailer, or truck for a period not to exceed 10 days and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).
9. **Living Area Minimum.** No residence or Living Unit shall be erected upon any Lot or subdivision thereof, as permitted herein, which shall contain less than one thousand, six hundred and fifty (1,650) square feet of living area excluding covered porch areas whether enclosed or not, garages (attached or detached), breezeways, and balconies (enclosed or not). This restriction shall not prevent the construction of attached or detached garage or other outbuildings where the main building conforms to the square footage of area as herein required.

Conversion of garages to dwelling space (living area) by enclosure will be permitted only when alternative garage space is added (attached or detached) for not less than two (2) or more than three(3) vehicles, follows the covenants for building materials, and with prior ARC approval.

10. **Single Family Residential Construction.** One (1) single-family residential dwelling or Living Unit will be permitted and constructed on a Lot. All Living Units will be constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed two (2) standard stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with a private garage, attached or detached, for not less than two (2) or more than three (3) vehicles and no more than one (1) attached or detached structure for storage constructed in accordance with the provision for Accessory Buildings (as that term is defined below) and may not be occupied as a residence.

11. **Driveways, Parking Pads and Sidewalks.** Construction materials for driveways, parking pads and sidewalks will be of concrete, exposed aggregate concrete, asphalt, or brick. The Lot Owner will be responsible for all maintenance of any driveway, parking pads or sidewalks constructed upon its respective Lot.

12. **Accessory and Storage Buildings.** Every accessory building or structure, inclusive of such structures as a detached garage or storage building ("Accessory Building"), will be constructed of the exact same materials as the Living Unit to which it is appurtenant in terms of its design and material composition and be esthetically compatible with the Living Unit. All Accessory Buildings will be subject to the prior approval of the ARC. In no instance will an Accessory Building exceed one (1) story in height nor will the total floor area of an Accessory Building (excluding garage conversions) exceed 10%, individually or in the aggregate, of the floor area of the Living Unit unless approved by the ARC prior to construction.

13. **Maintenance & Repair.** Owner will be solely responsible for exterior maintenance upon each Lot, Living Unit, Accessory Building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner. Each Owner will, at his sole cost and expense, repair his Living Unit and appurtenant improvements, keeping the same in a condition comparable to the condition of such Living Unit or appurtenant improvement, at the time of its initial construction, excepting only normal wear and tear.

14. **Responsibility to the Environment.** Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clear Water Underwater Conservation District and/or any other watershed.
15. **Height Restriction.** No Living Unit will be erected, constructed, or altered that exceeds two (2) standard stories in height, provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures will be complied with at all times.
16. **Masonry Minimum.** Dwellings shall be constructed of not less than seventy-five (75%) masonry or masonry veneer on ground floor exterior walls. In computing the per-cent masonry coverage, windows and doors located in masonry walls may be counted as masonry veneer. The masonry minimum shall apply to new construction, rebuilding or additions. As a minimum the front and both sides of the dwelling shall have masonry veneer on the ground floor. In no instance will more than 36" of the slab of the Living Unit be exposed above finished grade as viewed from any street, right-of-way or other Common Area unless approved by the ARC.
17. **Mailboxes.** U.S. Mail delivery and deposit will be to Cluster-type mailboxes. Such mailboxes will be located in accordance with U.S. Postal Service requirements.
18. **Roofing Materials and Design.** To insure uniformity of appearance of those roofs of homes in this subdivision, the roofing material of all Living Units will be dimensional cut, laminated fiberglass/asphalt shingles. Alternate roofing materials must be approved in advance by the ARC. Minimum roof pitch design is 7/12 pitch or greater. Preference of the Architectural Control Committee is 8/12 or greater. The ARC shall have the authority to reduce the roof pitch if it deems the change would not impair or detract from the quality of the subdivision
19. **Building Set-back Minimum.** No building shall be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat and in accordance with City Ordinance. The ARC may establish additional setback lines as necessary.
20. **Future Remodeling or Additions.** All restrictive covenants and conditions of these Restrictive Covenants and the Declaration will apply to the remodeling of and additions to a Living Unit, Accessory Buildings and other approved improvements, and in case of total or partial destruction of any such existing structure, to the rebuilding or replacement of any such existing structure. It will be the duty of the Owner there of, with all due diligence, to rebuild, repair, or reconstruct such Living Unit, Accessory Building or other approved improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty unless prevented by causes beyond the control of the Owner. The ARC will approve all plans and specifications for repair or reconstruction in accordance with the provisions of the Declaration.
21. **Nuisances.** 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 other owners. An owner shall do no act, nor any work that will impair the structural soundness or integrity of another residence or impair any easement, nor do any act nor allow any condition to exist which

will adversely affect any Living Units, Accessory Buildings, improvements, or property of the other Owners.

There shall be no hunting or discharge of firearms of any kind allowed among the Residential Lots or in this Subdivision.

There will be no fireworks allowed on any Lot and/or streets among the Residential Lots or of the Subdivision which is in accordance with the city ordinance.

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated on the Lot) will be placed or used upon any Lot.

22. **Parking.** All overnight parking (included extended periods during the day) of motor vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages.

Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

23. **Restricted Vehicles.** Restricted Vehicles includes a vehicle with tonnage in excess of 1 ton or work trailers (except for those vehicles used during construction of the improvements to the Lot), recreational vehicles such as a camper, camper shell, trailer, mobile home, motor home, boat, marine craft, aircraft, jet ski or wrecked, junked or inoperable vehicles. Restricted vehicles may not be kept, parked, stored, or maintained on any front or side portion of a Lot, Common Area or on a street or alley of the Subdivision. When such vehicles are parked in the rear yard, they must be completely screened from public view. The screening method must comply with these covenants including fence height restrictions herein. The ARC will have the absolute authority to determine whether a vehicle or accessory is being stored or maintained on any Lot. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the lot will be brought into compliance with the Restrictive Covenants.

If an Owner fails to adhere to these Restrictive Covenants, Declarant and/or Association may, at its option and in its sole discretion, have the Restrictive Vehicle or Accessory removed from the Lot. The offending Owner will be obligated to reimburse Declarant and/or the Association for the cost of removal.

24. **Athletic and Play Equipment.** No athletic and/or play equipment may be attached to the front or side portion of any house. One well-maintained piece of athletic equipment i.e.; basketball goal (temporary or permanent) may be placed on or near the driveway between the front of the house and front property line with prior written consent of the ARC. Athletic equipment placed on beyond the property line (refer to lot's plot plan for specific setback requirements), on the curb or any public street is unacceptable and may be removed by Declarant and/or Association without written warning at the Lot Owner's expense.

25. **Animals Restricted.** No animals, livestock or poultry or Exotic or Dangerous Animals (as defined below) of any kind may be raised, bred or kept on any Lot within the Residential Lots or the Subdivision, except for dogs, cats or other generally recognized household pets (collectively "Pets"). A maximum of two (2) dogs and two (2) cats per Lot will be permitted. All pets must be kept in fenced yard or by an electronic animal control device and on a leash when walking. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet(s) to clean up after their Pet(s) when in the Common Areas or on the private property of others.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws). 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 vaccination.

If owner of the Pet(s) fails to adhere to these Restrictive Covenants, Declarant and/or Association may, at its option and in its sole discretion, have the Pet(s) reported to animal control to be removed from the property, The offending owner of the Pet(s) will be obligated to reimburse Declarant and/or Association for the cost of such removal and/or legal actions.

26. **Exotic or Dangerous Animals.** An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest or tenants, and includes:
- a. The top two ranked dangerous dogs as ranked by the *American Veterinary Medical Association* including dog breeds of pit bull regardless of whether the animal is purebred, a mixed breed or registered with the AKC or similar registration organizations.
 - b. Poisonous insects, amphibians, or reptiles;
 - c. Boa Constrictors and other constrictor reptiles;
 - d. Swine
 - e. Animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils;
 - f. Alligators.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Declarant, at its sole discretion, and the covenants will be amended to include such breed of animals.

27. **Fences and Walls.** To insure a general uniformity of appearance of those fence sections that can be viewed from a street or another Lot, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards) or from another Lot (e.g., separating back yards, along rear lot lines) shall be six foot (6') vertical privacy fences composed of new materials, being cedar picket and/or masonry material. All fences facing a front, side or rear street shall have pickets installed facing that street. Fence construction shall not exceed 6'-0" in height. Alternate fencing materials must be approved in advance by the ARC.

In no case shall a yard fence be forward of the front or side minimum building setback line shown on the Subdivision Plat; or for corner lots, forward of the side minimum building setback line nearest a street as shown on the Subdivision Plat.

Fences must be adequately maintained, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be the responsibility of the owner or owners, and may be cost shared by mutual agreement of the respective property owners, to the extent they share fencing on a common property line. Lot Owners unable to agree on fence repair or replacement may construct a separate new fence, adjacent to the damaged or deteriorated fence. Once the new fence is constructed, all portions of the damaged or deteriorated fence that is visible from a public street or another Lot shall be removed. A 3' fence easement is hereby created on each side of every fence constructed and located on a Lot within the Subdivision for the purpose of repair and maintenance. The fence easement will overlap the drainage easement created and reserved below.

Any dog run must be constructed so that it is not visible from any public street or any other Lot.

28. **Hazardous Cargo.** No vehicle of any size which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of the Residential Lots or the Subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted among the Residential Lots or within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.
29. **Garbage and Refuse Disposal.** No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers must be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage within 12 hours of collection.

No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, Common Area, park, street, right-of-way, or drainage area among the Residential Lots or within the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.
30. **Outdoor Privies.** No outdoor privies shall be placed or permitted to be placed on a Residential Lot or within this Subdivision except temporary construction facilities.
31. **Air Conditioning Equipment.** No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.
32. **Exterior Lighting.** All exterior lighting and lighting fixtures, of any type or nature, must be approved by the ARC prior to construction and installation. The ARC may restrict the size and placement of any exterior lighting fixture.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on homes and lots (only) during the period beginning one week prior to Thanksgiving and ending January 10. Such lighting must be completely removed throughout the remainder of the year.

33. **Obstructions to Public Right of Ways.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2' and 6' above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points 25' feet from the intersection of the edge of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation will apply on any Lot within the triangular area formed by the street line and a driveway (or alley pavement) and a line connecting them at points 10' from the intersection of the edge of the street and the driveway or alley pavement. No trees will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
34. **Signs.** No sign or poster of any kind greater than two square feet (2') shall be allowed on any Residential Lot, however, this provision does not prohibit the display of a political sign for a candidate or ballot item on a Lot provided such political sign is ground-mounted; is no greater than four (4) square feet in area; is not, in the sole discretion of the Declarant or Association, offensive or a nuisance to other Owners of the Residential Lots; and is displayed for a period not to exceed 90 days with such display period ending on the day following the election to which the sign relates. One (1) sign of no more than four square feet (4') in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.
35. **Oil or Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, upon or in any Lot or Common Area, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot unless such oil development, operations, quarrying, or mining operations does not disturb the surface of any Lot or Common Area or is visible from the surface of any Lot or Common Area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.
36. **Landscaping.** Planting of trees, grass and landscaping visible from the street for each new home must be installed within 30 days after completion of the Living Unit. All landscaping will be done with the approval and at the sole discretion of the ARC.

To insure a general uniformity of appearance of those front yards of homes located on the Residential Lots, a minimum of two (three on corner Lots) 2 inch or greater caliper trees shall be installed prior to the closing date in the front 1/3 of each Lot. If existing native tree(s) satisfy these requirements and equal or exceed the total accumulative inch requirement, then no additional trees will be required. A minimum of one shall be of an evergreen species. Acceptable species are: Live Oak, Red Oak, Bur Oak, Post Oak, Bradford Pear, Chinquapin Oak, and Native Cedar Elm. Alternative species must be approved in advance by the ARC.

37. **Landscaping Maintenance.** The Owner of a Lot, Homeowner, or Tenant is responsible for all lawn maintenance and upkeep. The Owner/Homeowner/Tenant is required to mow the Lot at regular intervals and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Residential Lots and the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and nay buildings refuse will be promptly removed from each Lot.

If Owner/Homeowner/Tenant fails to maintain its respective Lot, Declarant or the Association (as defined below) may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

All landscaping will be done with the approval and at the sole discretion of the ARC.

38. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The owner of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area shall be permitted, provided it does not alter or obstruct surface drainage.

In addition to what is shown on the Subdivision Plat there is hereby created five foot (5') wide easements for drainage purposes on, over and across the platted rear and side lot lines of each and every Residential Lot (or modification by re-platting or deed).

39. **Water Supply Systems.** No individual water supply systems shall be permitted on any Lot.
40. **Waste Water Treatment Systems.** No individual sewage disposal system shall be permitted on any Lot.
41. **Antenna's, Antenna Towers and Satellite Dishes.** No radio, television or other type antenna, transmitting or receiving structure will be permitted in front or side yards. Such structures will be limited to fifteen feet (15') maximum height from ground, when constructed in the rear yard, or when roof mounted, must not exceed the highest point of the dwelling roof. Installations are not permitted to be highly visible from a street or Common Area. Use of such structures will be limited to activities which do not interfere with normal receiving of radio or television transmissions by occupants of neighboring Lots. In the event a street visible installation location

is approved, screening may be required. Installation of all such devices must receive approval prior to installation from the ARC.

42. **Restrictive Covenants Term.** The covenants, restrictions, conditions, and limitations set forth above, and each of them shall be covenants running with the title of the Subdivision, the individual Lots, and every part thereof, and every re-subdivision thereof, until twenty (20) years from the date of these Restrictive Covenants, and after which time the Restrictive Covenants will be automatically extended for successive periods of ten (10) years thereafter unless an instrument approved and signed by at least 67% of the then land owners of the Subdivision, with 1 vote being allotted to each Lot, modify or change the Restrictive Covenants in whole or in part.
43. **Restrictive Covenants Invalidated.** Invalidations of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, shall in no way affect any of the other provisions hereof, which shall remain and continue in full force and effect.
44. **Enforcement of Restrictive Covenants.** Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a lot to retain the services of an attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.
45. **Ordinances.** These Restrictive Covenants, are, in all respects, subject to any applicable Zoning Ordinances and/or City or County Ordinances having jurisdiction and lawfully in force.
46. **Altering Restrictions.** During the Development Period (as that term is defined in the Texas Property Code, Section 209.0041, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a sixty-seven percent (67%) affirmative vote of the Lot Owners at such future date, with one (1) vote being allotted to each Lot.
47. **Unightly Conditions.** Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot.

No outside drying of clothing of any kind will be allowed on the Residential Lots or in the Subdivision unless such drying area is obstructed from the view of a street or road and does not cause an unsightly condition.

48. **Lakewood Ranch Homeowner's Association, Inc.**
 - a) The Residential Lots have been annexed within the scheme of the Lakewood Ranch Homeowner's Association, Inc., a Texas nonprofit corporation, by and through the Third Supplemental Declaration recorded as document number 2014-21720, Official Public Records of Real Property of Bell County, Texas. Each Residential Lot is subject to the jurisdiction of and the terms and provisions of the Governing

Documents of the Association, as may be amended from time to time, including but not limited to the Articles of Incorporation, Bylaws, Declaration, and any other dedicatory instrument of the Association.

- b) Every record owner of a Residential Lot, whether one or more persons or entities, shall be a member of the Association and shall be subject to all of the terms, conditions and provisions of these Restrictive Covenants and the Governing Documents of the Association, including but not limited to the payment of any annual and/or special assessment, member charges, and fines and late fees assessed by the Association upon a Residential Lot.
- c) Each member jointly and severally, by the acceptance of a deed or other instrument of conveyance to a Residential Lot, shall be deemed to covenant and agree to pay to the Association an annual and special assessment fee for capital improvements on said Residential Lot as determined by the Board of Directors. The annual and special assessments rate may be changed by the Directors of the Association from time to time in accordance with the Governing Documents of the Association. The 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(s) against which each assessment is made. Each assessment shall also be the obligation of the person or entity who was the owner of such Lot at the time when the assessment fell due, which is the first of each month.
- d) Annual and special assessments collected shall be combined into single "Maintenance and Capital Improvement Fund" to be expended, in part, for owning, developing, maintenance and for the payment of taxes of common areas including, but not limited to common area "A", common area "B", two island sections running north and south along the centerline of Richland Drive, the approximately 15.604 acre common area adjacent to FM 2305, known as Lot 1, Block 15, designed as a park, all within the boundaries of the subdivision known as "Lakewood Ranch", and any other subsequently designed and designated common areas within the boundaries of "Lakewood Ranch", "The Campus at Lakewood Ranch", "The Bluffs at Lakewood Ranch", "The Villas of Lakewood", "The Groves at Lakewood Ranch", and all subsequent phases thereof. Annual and special assessments shall not apply to Developer, as owner of or holder of title of any such Lots, nor shall it apply to any Lot purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling same, but upon any sale of any such Lot, then such assessments charges shall become effective and accrue against such Lot or Lots.

EXECUTED this 19th day of June, 2014

KIELLA DEVELOPMENT, INC., a Texas corporation



By: _____
JOHN R. KIELLA, PRESIDENT

THE STATE OF TEXAS

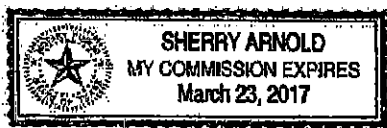
COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JOHN R. KIELLA, PRESIDENT of KIELLA DEVELOPMENT, INC., a Texas corporation**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 2014.



Notary Public in and for the State of Texas



**** Electronically Filed Document ****

**Bell County, Tx
Shelley Coston
County Clerk**

Document Number: 2014-22061

Recorded As : ERX-RECORDINGS

Recorded On: June 20, 2014
Recorded At: 03:13:27 pm
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Recording Fee: \$63.00

Parties:

Direct- KIELLA DEVELOPMENT INC
Indirect- GROVE AT LAKEWOOD RANCH

Receipt Number: 206952
Processed By: Heather Ables

(Parties listed above are for Clerks reference only)

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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



I hereby certify that this instrument was filed 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**

A handwritten signature in cursive script that reads "Shelley Coston".