

VOL 6204 PG031

Declaration of
RESTRICTIVE COVENANTS
To
VILLAS OF LAKEWOOD

A Subdivision of Temple, Bell County, Texas

STATE OF TEXAS §
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS:

That Declarant, First Omega Partners, Ltd. with offices and principal place of business in Temple, Bell County, Texas, is sole owner of 15.130 acres of land in Bell County, Texas, as described in field notes by Kevin R. Hessel, R.P.L.S. 5344, attached hereto as Exhibit A and incorporated herein by reference for all pertinent purposes, which contains the blocks and lots of Villas of Lakewood ("Subdivision"), as depicted in the Subdivision Plat attached hereto as Exhibit B,

That Declarant has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within Subdivision, or any interest therein, for so long as Declarant owns a lot within Subdivision for development purposes, for any reason. Notwithstanding the foregoing, Declarant has the right to file an amendment to these restrictive covenants, without necessity of joinder by any lot owner or owner's within Subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or to make such additions or amendments hereto as may be necessary to qualify Subdivision for mortgage's or guaranty's by the FHA, VA, or other government authorized entity or their successors.

1. ARCHITECTURAL REVIEW: The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conformance with these covenants.

- a. **Purpose.** The (ARC) will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within Subdivision, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.
- b. **Review.** No improvements may be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, must have first been submitted to and approved in writing by the (ARC). Submittal plans & Specifications, as approved, will be retained by the (ARC).
- c. **Procedure.** The (ARC) will approve or disapprove all plans and requests within thirty (30) days after receipt. Should the (ARC) not take action within thirty (30) days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the (ARC) on routine matters.
- d. **Records.** The (ARC) will maintain written record of all plans and requests received, and action taken.
- e. **Members.** The (ARC) will consist of not more than three (3) members. John C. Howe will serve as member and Chairman. The Chairman, his successor or assigns, will appoint (ARC) members as needed, and has authority to remove any member (with or without cause). (ARC) members will not be compensated for services performed pursuant to this covenant.
- f. **Modification.** The (ARC) has the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement. The (ARC) may also waive or modify any other covenants herein when deemed not to impair or detract from the high quality of Subdivision.
- g. **Liability.** (ARC) members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

2. LOT USE: No lot or any part thereof will be used in any manor except for single-family residential purposes. Construction of new buildings and improvements [only] is required.

3. REPLATING AND SUBDIVIDING: Declarant, it's successors and assigns, has the exclusive right to replat or subdivide any or all of Subdivision, without prior approval from property owners within Subdivision, subsequent to the filing of these covenants. No lot or lots may be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, without approval of Declarant.

4. DWELLING TYPE PROHIBITED: No existing building, trailer or trailer house, mobile home, motor home, basement, garage, or portable building may ever be used as a dwelling, temporary or permanent. Homes, under construction, may not be used as temporary dwellings.

5. LIVING AREA: Residences or dwelling units, within Subdivision must contain conditioned "living floor area" square feet of not less than the amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the (ARC).

- a. **The conditioned living floor area restriction applies to the lots, or any subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).**

**Declaration of Restrictive Covenants
Villas of Lakewood, Temple, Texas**

b. **Detached garages or other out buildings** are permitted provided the main building conforms to the area square footage as herein required and out building construction and exterior finishes are the same (and same proportion) as the main residential building.

c. **Conversion of garages to dwelling space** (living area) by enclosure, is permitted only when alternative garage space is added (attached or detached), and with prior (ARC) approval.

6. **EXTERIOR WALL MASONRY:** Dwelling's must have first floor exterior masonry veneer coverage of not less than the amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the (ARC). Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage.

7. **MINIMUM AREAS:** Residences, or dwelling units, within Subdivision must contain minimum areas as defined by the articles on "Living Area" and "Exterior Wall Masonry," as set forth for each lot in the following table:

Block	Lot(s)	Minimum Living Area	Minimum Masonry Coverage
01	01 through 16	2,500 Square Feet	80%

8. **ROOFING MATERIALS:** Dwelling and outbuilding roofing must comply with the following schedule.

Block	Lots	Roofing
01	01 through 16	Fiberglass Dimensional, Shingle or approved Equivalent (Wooden shakes or shingles are not permitted)

9. **BUILDING SETBACK:** No building or any part thereof, such as a porch, landing, etc., may be located on any lot nearer than the minimum distances from respective property lines set forth in the table below. The (ARC) may grant setback variances when not in conflict with City requirements or variances thereto.

Block	Lots	Property Line			
		Front	Side	Side Street	Rear
01	01 through 16	40'	15'	30' Corner Lots	Ten (10') feet or Easement width (whichever is greater)

10. **STORAGE AND OUT BUILDINGS:** Out building construction must be similar to dwelling construction. Steel buildings and metal roofs are permitted only when constructed of similar materials as the dwelling. Portable Out Buildings are only permitted in rear (fenced) yards, provided the roof does not exceed 10' feet in height. Prior to storage or out building construction, plans must receive (ARC) approval and comply with Restrictive Covenants and applicable city or county codes.

11. **FENCES:** Yard fencing is optional, except where constructed by Declarant, but must receive ARC approval for Restrictive Covenants compliance, prior to fence construction. The ARC may approve exceptions that harmonize with the neighborhood and do not create unsightly or undesirable conditions. Front & Side yard fence installation must be according to the table below. The "EASEMENTS" article of these covenants contains additional fence restrictions.

Fence	Required Location	Fence Picket Mounting
Front (facing street)	Aligned at the approximate mid-point of the side of each house	Street side of Fence Frame
Side (facing street)	15' Inside (and parallel to) the Side Property Line	Street side of Fence Frame
Rear (facing FM 2271)	Property Line or as determined by initial fence construction by Declarant within the Fence Easement	Street side of Fence Frame
Divider Fences	Property Line dividing subdivision lots	Optional
Rear or Side (when adjacent to lots outside the subdivision)	Not Required - Construction Materials Optional	Optional

a. Fence construction must be of Western Red Cedar, Masonry, Wrought Iron or a combination thereof and may not exceed 6'-0" in height without ARC approval.

b. **Divider Fences** are fences located on or parallel to a property line common with two or more lots. Such fences may not be placed inside the property line if it will create an area that may not be properly maintained or will prevent a neighbor fence connection.

c. **Drainage and Fence Easements** created hereby, permit installation and maintenance of any future drainage structures required to provide adequate drainage between lots, and for connection of divider fences. Property Owner's may not prohibit adjacent Property Owner's from connecting to a fence.

d. **Damaged or Deteriorated Fences.** Fences must be functional, well maintained and in plumb, level and square condition, with gates and pickets in place. Damaged or deteriorated fences must be promptly repaired or replaced by the owner. If the original owner of a divider fence is unknown, repair or replacement expense for divider fencing on a common property line is to be shared equally by the respective property owners. Property Owner's unable to agree on fence repair or replacement may construct a separate new fence, inside and adjacent to the damaged or deteriorated fence.

**Declaration of Restrictive Covenants
Villas of Lakewood, Temple, Texas**

VOL 6204 PG 033

e. **Privately owned, street facing fences** that are not maintained, as set forth above, may be repaired or replaced by the Home Owners' Association at the respective property owner's expense. Home Owners' Association easements for access to lots, for such fence repair or replacement, are hereby created.

f. **Fence Easements.**

1) The Fence Easements (shown on the plat as "FE") lying along the lot lines that border State Road FM 2271 (Lots 1, 2, 15, & 16, Block 1), and along the lot lines that border Lakewood Villas Dr. (Lots 1, 4, 5, 12, 13 & 16, Block 1, permits the construction and maintenance of fence and any other improvements by Declarant or the Lakewood Ranch Homeowners' Association, Inc. ("Association") within said Easement. An easement of ingress, egress and regress extending five feet (5') from and along the entire length of the side lot lines of Lots 1, 2, 4, 5, 12, 13, 15 & 16, Block 1 is hereby granted to provide access to the Fence Easement, together with an easement of ingress, egress and regress upon, over and across the Fence Easement, are reserved for the use and benefit of Declarant and the Association.

2) The Association, at the Association's sole discretion, will have the right and responsibility for the construction and installation of and all maintenance, upkeep, repair and replacement of any and all improvements located or to be located within the Fence Easement, including but not limited to any entrance walls, entrance monuments, fencing and decorative lighting, with the exception of landscaping. The Association will have the right and responsibility for the landscaping of that portion of the Fence Easement that lies between the entrance wall or fence and the street running parallel to the entrance wall or fence, as shown on the plat of the Subdivision.

3) No Owner of any Lot may damage, deface, or mar the surface or any portion of any improvements constructed or installed within the Fence Easement. No structure, planting, fence or other material may be placed or permitted to remain within the Fence Easement that may damage the surface of any improvements constructed by Declarant or the Association within the Fence Easement, or interfere with the right of ingress, egress and regress over the Fence Easement or any ingress easement granting access to the Fence Easement. Neither the Association nor Declarant will be liable for any damages done by them or their assigns, agents, employees or servants to property of the Owners situated on land covered by the Fence Easement."

g. **Dog Run fences** must be constructed of materials compliant with these covenants or must not be visible from a subdivision street.

12. TREES, LANDSCAPING and YARDS: Planting of trees, grass and landscaping must be completed immediately after final grading. Yard grass coverage must be a minimum 75% of the lot, inclusive of buildings, driveway, walks, patios and swimming pool. Yards and Landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. Subdivision landscaping installed on FM 2271 and Lakewood Villas Dr., will be maintained by the HOA. Trees must be planted in accordance with the following schedule to create a "tree-lined" streetscape. The (ARC) may waive or modify the requirements when existing trees, planting more than the Minimum Quantity or other factors satisfy the objective.

Block	Lots	Species	Caliper	Minimum Quantity	Tree Location	
					Front Yard (15' from Property Line)	Side Street Yard (2' from Property Line)
01	All Lots	Live Oak	3" Min.	One	Midpoint between Driveway & Opposite Property Line	Midpoint between Front & Rear Property Lines

13. EXTERIOR LIGHTING: All exterior lighting and lighting fixtures of any type or nature must harmonize with the neighborhood and must be approved, in writing, by the ARC prior to construction and installation. The ARC may restrict the size and placement of any lighting fixture. Installation of temporary holiday lighting (and displays) on homes and in yards is restricted to the period between November 15th through January 10th.

14. SITE LINE OBSTRUCTIONS AT CORNER LOTS: No fence, wall hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway may be placed or permitted to remain on any corner lot within the triangular area formed by the street line and a line connecting them at points twenty-five feet (25') from the intersections of the street line, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation will apply to any lot within ten feet (10') of the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

15. REBUILDING, REPLACEMENT OR REMODELING: All restrictive covenants and conditions apply and govern all future rebuilding, replacement, remodeling or additions, including total or partial destruction of any existing dwelling, detached garage, outbuilding, covered structure, fence or "cluster mail box." Damaged or destroyed subdivision elements, including mailboxes, fences, fence columns, community markers and signposts, are to be immediately repaired or replaced, as nearly as possible, to the original specifications and style.

16. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities, and connecting divider fences are reserved as shown on the recorded plat. Within these easements, no fence, structure, planting, or other material may be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct, retard or impede storm water flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except improvements for which a public authority, property owner's association or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across easements is permitted provided such fences must not impede the flow of storm water drainage.

Declaration of Restrictive Covenants
Villas of Lakewood, Temple, Texas

VOL 6204 PG 34

In addition to easements shown on the recorded plat, the following additional easements are hereby created:

Five foot wide (5'-0") Drainage and Fence Easements for drainage and divider fence connection, on both sides of each rear and side property line of every lot in the Subdivision.

17. ANTENNA & ANTENNA TOWERS: Radio, Television or other receiving or transmitting antenna, satellite dish, or apparatus ("Receiving Device") are not permitted to be visible from a street or common area unless it is impossible to otherwise receive such signals. In the event the ARC approves the location of a Receiving Device in a street-visible location, screening may be required. Use of such structures is limited to activities that do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots. The Declarant will have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Act as same may be amended from time to time. This Section will be interpreted to be as restrictive as possible while not violating the Act.

18. PARKING & VEHICULAR ACCESS: 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 service) is permitted only in garages. Vehicular lot access is permitted from front streets only.

No lot or street of Subdivision may be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, storage container, pod, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

18. VEHICLES, RESTRICTED: Vehicles with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of Subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from adjacent lots and public view.

19. HAZARDOUS CARGO: No vehicle of any size that normally (or occasionally) transports hazardous, flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time. Pest control vehicles are permitted in Subdivision for treatment visits only and may NOT remain overnight or for extended periods during the day unless parked inside a locked garage.

20. ANIMALS:

a. No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs, 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, 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 constrictors 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 ARC in the ARC's sole discretion, and the Restrictive Covenants will be amended to include such breed of animal.

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

c. 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 ARC. 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 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.

21. GARBAGE & RUBBISH: Garbage, Trash or Rubbish and other waste materials must be kept only in containers authorized by the City. Containers must be kept clean and sanitary, and must be stored away from view from the streets of the Subdivision except on "collection day" after which they must be promptly returned to the storage location.

22. SIGNS AND POSTERS: Signs or posters of any kind are not permitted on any lot of Subdivision except one sign, no greater than four (4) square feet in area, advertising the property for sale or signs used by building or remodeling contractor's during construction or remodeling activities. Variance allowing larger signs by homebuilders may be submitted for (ARC) approval.

23. MAILBOXES: U.S. Mail delivery and deposit will be to 'Cluster' type mailboxes. Such boxes will be located in accordance with the subdivision 'Mail Box Plan'. Individual curbside mailboxes are not permitted. The street address of each residence must be displayed on the house in accordance with City and Postal Service requirements.

24. ATHLETIC & PLAY FACILITIES: Basketball goals, Swings, Slides, Playhouses, Sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in a front yard or corner-lot side yard without prior written consent of the (ARC). Such equipment located in rear yards must be screened from street view.

25. NOXIOUS OR OFFENSIVE ACTIVITIES: Noxious or offensive activities or any activity which may be or may become an annoyance or nuisance to Subdivision residents are not permitted.

26. LAKEWOOD RANCH HOME OWNERS' ASSOCIATION, INC.

a. The Subdivision is included in the Lakewood Home Owners' Association, Inc. ("Home Owners' Association") and is subject to all terms, conditions and provisions of the Declaration, filed in **Volume 3133, Page 338**, of the Official Public Records

**Declaration of Restrictive Covenants
Villas of Lakewood, Temple, Texas**

of Real Property of Bell County, and all governing documents of the Home Owners' Association. By its signature below, Declarant has approved and consented to the annexation of the Subdivision into the Home Owners' Association.

b. Every record Owner of a Lot located in the Subdivision will be a member of the Home Owners' Association and will be subject to all of the terms, conditions and provisions of the Declaration and governing documents of the Home Owners' Association including but not limited to the payment of any annual, membership and special assessment, member charge, and fines and late fees assessed by the Home Owners' Association upon a Lot within the Subdivision.

27. CITY and COUNTY REGULATIONS: These Restrictive Covenants are minimum requirements. County and City zoning, building and other regulations (lawfully in force or hereafter adopted), may impose more restrictive limitations on Subdivision activities and property use.

28. COVENANT ENFORCEMENT: Enforcement of Subdivision Restrictive Covenants is to be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, to restrain violation and/or recover damages. The (ARC) is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of Subdivision property owners.

29. TERM OF COVENANTS: Subdivision Restrictive Covenants, set forth herein, are covenants running with the title of the above-described tract and every subdivision thereof, until ten (10) years after the filing date of these covenants. Said Restrictive Covenants, after the initial ten (10) year period, automatically extend for successive ten (10) year periods. The Restrictive Covenants may be modified (in whole, or in part) after the initial (10) year period, through proper filing of instruments executed by 70% of Subdivision lot owners. Such modifications may not increase impose more restrictive covenants on vacant lots without respective lot owner consent.

29. INVALIDATION: Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, will in no way effect any of the other provisions hereof, which will remain and continue in full force and effect.

30. PRECEDENCE: These covenants, restrictions, conditions and limitations take precedence over any conflicting covenants, restrictions, conditions and limitations set forth in the 'Lakewood Ranch Declaration of Covenants'.

EXECUTED this 22nd day of September, 2006.

DECLARANT

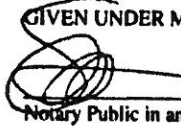
FIRST OMEGA PARTNERS, LTD.
By: Omega Enterprises, Inc., General Partner

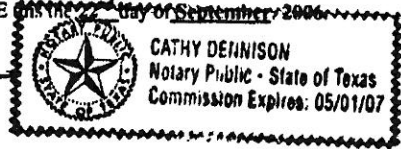
By: 
JAMES I. HOWE, VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James I. Howe, Vice President Omega Enterprises, Inc. 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 ON this 22nd day of September, 2006


Notary Public in and for Bell County, Texas



RETURN TO: James I. Howe
First Omega Partners, Ltd.
P.O. Box 1908
Temple, Texas 76503-1908

VOL 6204 PG036
G. E. WALKER & ASSOCIATES, L.L.C.
ENGINEERS ★ SURVEYORS

**15.130 ACRES
LOCATED IN THE GEORGE LINDSEY SURVEY, ABSTRACT 513
TEMPLE, BELL COUNTY, TEXAS**

FIELD NOTES FOR A 15.130 ACRE TRACT OF LAND LOCATED IN THE GEORGE LINDSEY SURVEY, ABSTRACT 513, IN THE CITY OF TEMPLE, BELL COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO GEORGE E. ELLIOTT AS TRUSTEE OF THE ELLIOT TRUST RECORDED IN VOLUME 4510, PAGE 639 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.). SAID 15.130 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND IN THE EAST LINE OF FARM-TO-MARKET HIGHWAY 2271 MARKING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1 OF LAKEWOOD WEST AT LAKEWOOD RANCH RECORDED IN CABINET C, SLIDE 125-D OF THE PLAT RECORDS OF BELL COUNTY, TEXAS (P.R.B.C.T.) ALSO MARKING THE NORTHWEST CORNER OF THE ABOVE MENTIONED ELLIOT TRUST TRACT AND HEREIN DESCRIBED TRACT, FROM WHICH A ½" IRON ROD FOUND MARKING THE SOUTHEAST INTERSECTION OF F.M. 2271 AND TEXOMA DRIVE BEARS N 19°21'40" E - 428.31';

THENCE S 70°08'00" E - 877.98' (DIRECTIONAL CONTROL LINE - DEED CALL VOLUME 4510, PAGE 639) WITH THE SOUTH LINE OF LAKEWOOD WEST AT LAKEWOOD RANCH AND THE NORTH LINE OF THE ELLIOT TRUST TRACT TO A ½" IRON ROD FOUND IN THE WEST LINE OF LOT 5, BLOCK 4 OF THE BLUFFS AT LAKEWOOD RANCH RECORDED IN CABINET C, SLIDE 65-B OF THE P.R.B.C.T. MARKING THE SOUTHEAST CORNER OF LOT 9 OF SAID BLOCK 1 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 19°43'25" W - 249.94' WITH THE WEST LINE OF THE BLUFFS AT LAKEWOOD RANCH TO A ½" IRON ROD FOUND MARKING AN ANGLE POINT OF BLOCK 4 AND THE HEREIN DESCRIBED TRACT;

THENCE S 18°26'43" W - 494.26' CONTINUING WITH THE WEST LINE OF BLOCK 4 TO A ½" IRON ROD WITH CAP STAMPED "RPLS 4636" FOUND FOR THE PLATTED AND PRESENTLY OCCUPIED SOUTHWEST CORNER OF LOT 8, BLOCK 4 OF THE BLUFFS AT LAKEWOOD RANCH, SAME BEING THE PRESENTLY OCCUPIED NORTHWEST CORNER OF A CALLED 136.71 ACRE TRACT DESCRIBED IN A DEED TO ED MILLER RECORDED IN VOLUME 1702, PAGE 800 OF THE DEED RECORDS OF BELL COUNTY, TEXAS AND AN ANGLE POINT IN THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE S 44°22'43" W - 6.43' WITH THE WEST LINE OF THE 136.71 ACRE TRACT TO A ½" IRON ROD WITH CAP STAMPED "CTS 4029" FOUND MARKING THE PLATTED AND PRESENTLY OCCUPIED NORTHEAST CORNER OF LOT 14, BLOCK 1 OF WASKOW ACRES FIRST SUBDIVISION RECORDED IN CABINET A, SLIDE 163-A OF THE P.R.B.C.T. AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 70°08'00" W - 873.81' WITH THE NORTH LINE OF WASKOW ACRES TO A POINT IN THE EAST LINE OF F.M. 2271 FOR THE NORTHWEST CORNER OF LOT 20, BLOCK 1 OF WASKOW ACRES AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A ½" IRON DOWEL ROD FOUND FOR REFERENCE BEARS N 63°01'44" W - 1.67';

THENCE WITH THE EAST LINE OF F.M. 2271 ALONG A CURVE TO RIGHT AN ARC LENGTH OF 131.13', HAVING A RADIUS OF 1106.00' AND WHOSE CHORD BEARS N 15°57'53" E - 131.05' TO A POINT OF TANGENCY IN THE WEST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE N 19°21'40" E - 619.16' CONTINUING WITH THE EAST LINE OF F.M. 2271 TO THE POINT OF BEGINNING.

SURVEYED: NOVEMBER, 2005

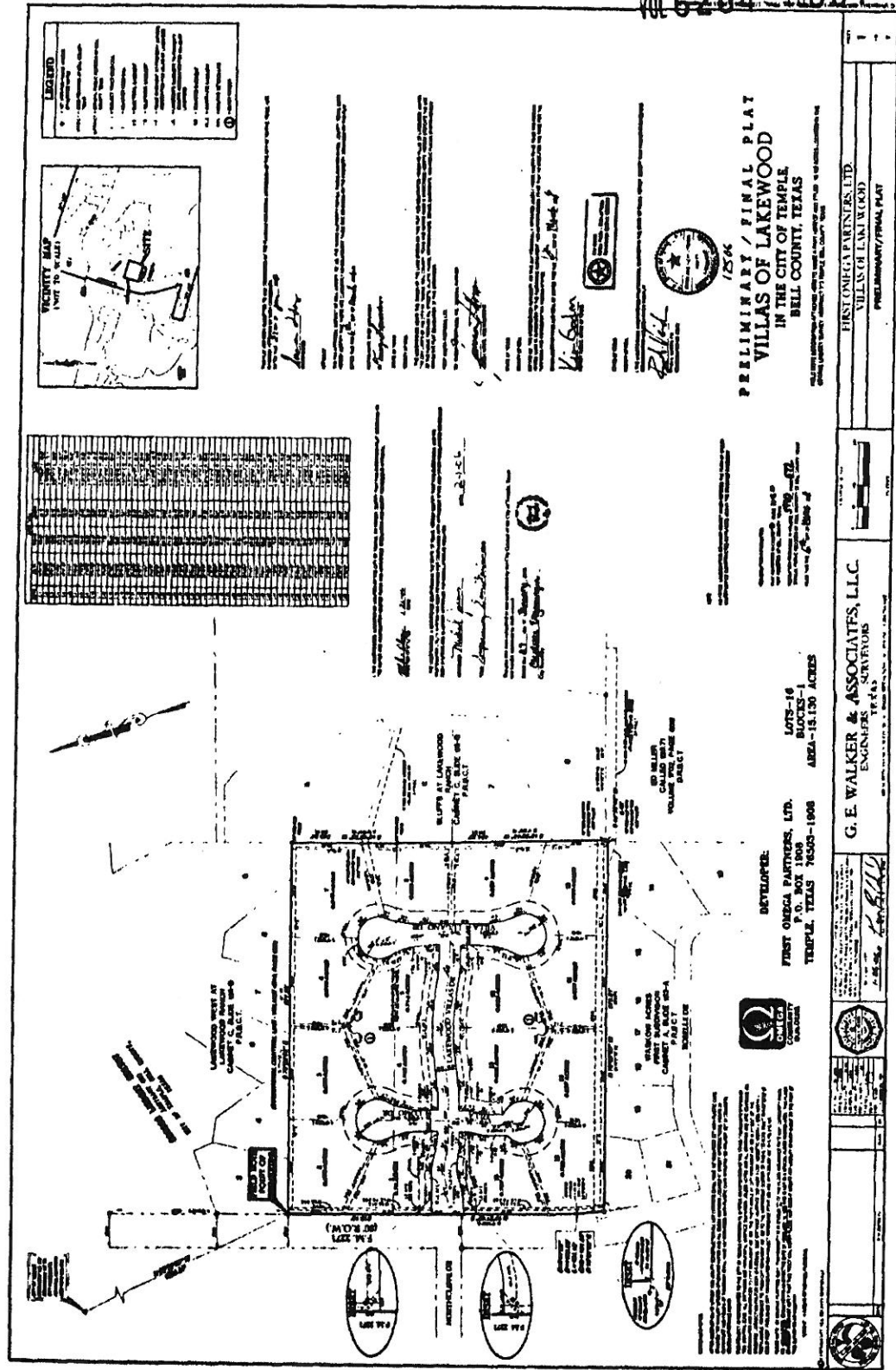

KEVIN R. HESSEL, R.P.L.S. 5344

PROJ NO. 1-00828
PLAT NO. N/A
FIELD NOTE NO. 1-00828-FN-04
MAP CHECKED BY MPP



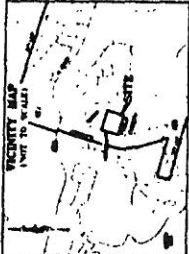
600 AUSTIN AVENUE, SUITE 20 • WACO, TEXAS • 76701
PHONE: 254-714-1402 • FAX: 254-714-0402

EXHIBIT 'A'



LEGEND

1	Proposed
2	Existing
3	Proposed
4	Proposed
5	Proposed
6	Proposed
7	Proposed
8	Proposed
9	Proposed
10	Proposed
11	Proposed
12	Proposed
13	Proposed
14	Proposed
15	Proposed
16	Proposed
17	Proposed
18	Proposed
19	Proposed
20	Proposed
21	Proposed
22	Proposed
23	Proposed
24	Proposed
25	Proposed
26	Proposed
27	Proposed
28	Proposed
29	Proposed
30	Proposed
31	Proposed
32	Proposed
33	Proposed
34	Proposed
35	Proposed
36	Proposed
37	Proposed
38	Proposed
39	Proposed
40	Proposed
41	Proposed
42	Proposed
43	Proposed
44	Proposed
45	Proposed
46	Proposed
47	Proposed
48	Proposed
49	Proposed
50	Proposed
51	Proposed
52	Proposed
53	Proposed
54	Proposed
55	Proposed
56	Proposed
57	Proposed
58	Proposed
59	Proposed
60	Proposed
61	Proposed
62	Proposed
63	Proposed
64	Proposed
65	Proposed
66	Proposed
67	Proposed
68	Proposed
69	Proposed
70	Proposed
71	Proposed
72	Proposed
73	Proposed
74	Proposed
75	Proposed
76	Proposed
77	Proposed
78	Proposed
79	Proposed
80	Proposed
81	Proposed
82	Proposed
83	Proposed
84	Proposed
85	Proposed
86	Proposed
87	Proposed
88	Proposed
89	Proposed
90	Proposed
91	Proposed
92	Proposed
93	Proposed
94	Proposed
95	Proposed
96	Proposed
97	Proposed
98	Proposed
99	Proposed
100	Proposed



PROPERTY MAP

1	Proposed
2	Proposed
3	Proposed
4	Proposed
5	Proposed
6	Proposed
7	Proposed
8	Proposed
9	Proposed
10	Proposed
11	Proposed
12	Proposed
13	Proposed
14	Proposed
15	Proposed
16	Proposed
17	Proposed
18	Proposed
19	Proposed
20	Proposed
21	Proposed
22	Proposed
23	Proposed
24	Proposed
25	Proposed
26	Proposed
27	Proposed
28	Proposed
29	Proposed
30	Proposed
31	Proposed
32	Proposed
33	Proposed
34	Proposed
35	Proposed
36	Proposed
37	Proposed
38	Proposed
39	Proposed
40	Proposed
41	Proposed
42	Proposed
43	Proposed
44	Proposed
45	Proposed
46	Proposed
47	Proposed
48	Proposed
49	Proposed
50	Proposed
51	Proposed
52	Proposed
53	Proposed
54	Proposed
55	Proposed
56	Proposed
57	Proposed
58	Proposed
59	Proposed
60	Proposed
61	Proposed
62	Proposed
63	Proposed
64	Proposed
65	Proposed
66	Proposed
67	Proposed
68	Proposed
69	Proposed
70	Proposed
71	Proposed
72	Proposed
73	Proposed
74	Proposed
75	Proposed
76	Proposed
77	Proposed
78	Proposed
79	Proposed
80	Proposed
81	Proposed
82	Proposed
83	Proposed
84	Proposed
85	Proposed
86	Proposed
87	Proposed
88	Proposed
89	Proposed
90	Proposed
91	Proposed
92	Proposed
93	Proposed
94	Proposed
95	Proposed
96	Proposed
97	Proposed
98	Proposed
99	Proposed
100	Proposed

PRELIMINARY / FINAL PLAN
VILLAS OF LAKEWOOD
IN THE CITY OF TEMPLE
BELL COUNTY, TEXAS

FIRST OMEGA PARTNERS, LTD.
VILLAS OF LAKEWOOD
PRELIMINARY/FINAL PLAN

G. E. WALKER & ASSOCIATES, L.L.C.
ENGINEERS & SURVEYORS

DEVELOPER:
FIRST OMEGA PARTNERS, LTD.
P.O. BOX 1808
TEMPLE, TEXAS 76703-1808
AREA - 15.130 ACRES



EXHIBIT 'B'

044861

VOL 6204 PG 038

FILED FOR RECORD

2006 SEP 26 PM 3 48

CLERK OF DISTRICT COURT
DALLAS COUNTY TX

#30037