



EXHIBIT "B"

**RESTRICTIVE COVENANTS
THE CAMPUS AT LAKEWOOD RANCH, PHASE VII
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 George W. Lindsey Survey, Abstract No. 513, County of Bell, and more particularly described in field notes of Turley Associates, Inc., attached hereto marked Exhibit "A" and incorporated herein by references for all pertinent purposes.

That the tract of land owned by Declarant which is described in Exhibit "A" attached hereto, contains the following blocks and lots of THE CAMPUS AT LAKEWOOD RANCH, PHASE VII, an addition to The City of Temple, Bell County, Texas:

Block 5, Lots 16, 17, 18, and 19

Block 6, Lots 1, 2, 3, 4, and 5

The Campus at Lakewood Ranch, Phase VII, an addition to
The City of Temple, Bell County, Texas (the "Subdivision").

That Declarant does make and impose the following restrictions, covenants and limitations (the "Restrictive Covenants") with reference to the use of Lots, roads, and streets of said The Campus at Lakewood Ranch, Phase VII, which shall be covenants running with the land:

1. **Architectural Control Committee.** The undersigned shall create an Architectural Control Committee to consider variances and approve and/or disapprove the design, materials, plans and specifications, which are required by these covenants.
 - 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 Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with Architectural Control Committee.

- b. **Purpose.** The Architectural Control Committee shall exercise its judgment to see that all improvements, construction, landscaping and alterations on Lots within THE CAMPUS AT LAKEWOOD RANCH, PHASE VII, conform and harmonize with existing and surrounding structures.
- c. **Procedures.** The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee 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 Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.
- e. **Members.** The Architectural Control Committee shall consist of not more than three (3) members who shall be appointed by Declarant. The following two (2) are hereby appointed to serve at this time, to-wit: John R. Kiella, and Ronald D. Mikeska. 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 Architectural Control Committee 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 Architectural Committee, 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. **Altering Restrictions.** As long as Declarant owns a Lot within the Subdivision for development, 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 75% affirmative vote of the Lot Owners within the Subdivision, with 1 vote being allotted to each plot, or 1 vote per acre, whichever produces the larger number of votes.
- h. **Variances.** The Architectural Control Committee, 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.

- i. **Liability.** The Architectural Control Committee shall not be liable for damages to any person submitting requests for approval or to any Lot Owner within THE CAMPUS AT LAKEWOOD RANCH, PHASE VII, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any other such request.
2. **Residential use only.** No Lot or any part thereof shall be used except for residential purposes. Construction of buildings and improvements is restricted to new construction.

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 Architectural Control Committee 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 Lots in the Subdivision.

3. **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, is used as a common area and park for all phases of the subdivision known as "Lakewood Ranch". This common area and park is subject to all terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. and all supplement declaration thereto. Every record owner of a Lot in the subdivision known as "The Campus at Lakewood Ranch, Phase VII", 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 of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. and all supplemental declarations thereto, and subject to the terms and conditions of this instruments.
4. **Right to Replat or Resubdivide.** Declarant hereby reserves the right to replat or re-subdivide any or all of said THE CAMPUS AT LAKEWOOD RANCH, PHASE VII, subdivision, subject to compliance with State, City, and County subdivision standards and subsequent to the filing of these covenants. No Lot or Lots shall be re-subdivided into smaller lots or parcels of land for the purposes of building thereon, for sale or leasing, having an area of less than 22,500 square feet.

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 Subdivision.

5. **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 Architectural Control Committee. All setback lines will be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.

6. **Identified Dwellings not Permitted.** No trailer or trailer house, basement, tent, shack, garage, garage apartment, or servant's quarters shall ever be used as a dwelling. All dwellings shall be constructed on site.
7. **Portable buildings as dwellings.** No existing building, trailer, dwelling, tent, shack, or any other portable building shall be moved onto said addition for permanent use as a dwelling. All dwellings shall be constructed on site.
8. **Living Area Minimum.** No residence or dwelling unit shall be erected upon any Lot or re-subdivision thereof, as permitted herein, which shall contain less than one thousand seven hundred (1,700) square feet of living area excluding covered porch areas whether 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.
 - a. Conversion of garages to dwelling space (living area) by enclosure, will be permitted only when alternative garage space is added (attached or detached), and with prior Committee approval.
9. **Single Family Residential Construction.** No residence shall be erected, other than one detached single family residence not to exceed two (2) stories in height or split-level residence and a private garage, attached or detached for not less than two (2) nor more than three (3) vehicles.
10. **Accessory 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. 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 exceed 10%, individually or in the aggregate, of the floor area of the Living Unit.
11. **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.
12. **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. Each residence shall be required to have a mailbox structure constructed of masonry identical to the masonry used on the house and must meet United States Postal requirements and be no taller than five feet (5') tall and not to exceed a two foot (2') square.

13. **Roofing Materials and Design.** To insure uniformity of appearance of those roofs of homes in this subdivision, the roofing material shall be dimensional cut, laminated fiberglass/asphalt shingles. Alternate roofing materials must be approved in advance by the Architectural Control Committee. Minimum roof pitch design is 7/12 pitch or greater. Preference of the Architectural Control Committee is 8/12 or greater.
14. **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.
 - a. No building shall be located nearer than twenty-five feet (25') to the front lot line unless shown otherwise on the plat.
 - b. No building shall be located on any Lot nearer than fifteen (15') to any side lot line.
 - c. No dwelling shall be located on any interior Lot nearer than twenty feet (20') to the rear lot line.
 - d. Local zoning ordinance setbacks shall govern if more stringent.
15. **Future Remodeling or Additions.** All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.
16. **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 the other residence or their owners. There shall be no hunting or discharge of firearms of any kind allowed in this Subdivision.
17. **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 Miller Springs watershed.
18. **Vehicle Storage.** No Lot, street or alley of this subdivision shall be used for parking or storage, temporary or otherwise, any junked abandoned or inoperable vehicle, trailer or boat, or any part thereof.
19. **Maximum Vehicle Size.** No vehicle larger than a pick-up truck, including campers, trailers, or boats shall be permitted to park overnight or for extended periods during the day in front or side yards in public view. Campers, recreational vehicles and boats may be stored inside rear yard if enclosed within a privacy fence and concealed from public view.
20. **Animals Restricted.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. A maximum of two (2) dogs and two (2) cats per Lot will be permitted. All pets must be kept in fenced yard 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.

21. **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. Fence construction shall not exceed 6'-0" in height. Alternate fencing materials must be approved in advance by the Architectural Control Committee. In no case shall a yard fence be forward of the front or side minimum building setback line shown on the plat. All fences that are erected on areas that are readily apparent and visible from a public street, whether along the front, side or rear property lines of a Lot, and which may be visible from such public street will be constructed with the "finished" or "smooth" side facing the public street, and the posts will be located in the interior of the fenced-in yard. **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 shared equally by 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.
22. **Explosive Cargo.** No vehicle of any size which normally or occasionally transports flammable or explosive cargo may be allowed in, on or about any part of the Subdivision at any time.
23. **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 in 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.
24. **Outdoor Privies.** No outdoor privies shall be placed or permitted to be placed in this Subdivision except temporary construction facilities.
25. **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.

26. **Obstructions to Public Right of Ways.** No obstructions of any nature, such as shrubbery, trees, fences and buildings shall, at any time, be placed or allowed to remain, on or about the dedicated streets and alleys of the Subdivision.
27. **Signs.** No sign or poster of any kind greater than two square feet (2') shall be allowed on any Lot of the Subdivision. 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 Architectural Control Committee.
28. **Storage or Outbuildings.** The construction of any storage or other outbuildings on any Lot within the Subdivision must first be approved by the Architectural Control Committee.
29. **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.
30. **Landscaping Maintenance.** The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner 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 Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any buildings refuse will be promptly removed from each Lot.

If Owner 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 Architectural Control Committee.

31. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as show on the recorded plat. 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 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 Lot (or modification by replatting or deed) in the subdivision.

32. **Obstructive Landscaping at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street line and line connecting them at points twenty-five feet (25') from the intersection of the street lines extended. The same sight line limitation shall apply on any Lot within ten feet (10') from the intersection of a street with the edge of a driveway or alley pavement. No trees shall 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.
33. **Water Supply Systems.** No individual water supply systems shall be permitted on any Lot.
34. **Waste Water Treatment Systems.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Temple, Texas, and the Bell County Health Department. Approval of such systems as installed shall be obtained from such authority prior to any site work
35. **Antenna & Antenna Towers.** 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, when constructed in the rear yard, or when roof mounted, must not exceed the highest point of the dwelling roof. 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.
36. **Restrictive Covenants Term.** The covenants, restrictions, conditions, and limitations set forth above, and each of them shall be covenants running with the title of each Lot of the Subdivision and every part thereof, and every re-subdivision thereof, until twenty (20) years from the date of this conveyance, and after which time said covenants, restrictions, limitations, and conditions shall be automatically extended for successive periods of ten (10) years thereafter unless an instrument signed by a majority of the then land owners of the Subdivision may change said covenants, restrictions, limitations and conditions in whole or in part.

37. **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.
38. **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 covenants, conditions, restrictions, or limitations, either to restrain violation or to recover damages. Should it become necessary for the Owners/Developers/Sellers or an Owner to retain the services of an attorney for the specific enforcement of the restrictions 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.
39. **Zoning Ordinances.** These restrictions, covenants, conditions and limitations are, in all respects, subject to any applicable zoning regulations lawfully in force hereafter adopted.
40. **Driveway and Parking Pads.** Construction materials for driveways, parking pads, and sidewalks shall be of concrete, exposed aggregate concrete, asphalt, or brick
41. **Altering Restrictions.** These restrictions may be altered or abandoned at any future date by a seventy-five (75%) affirmative vote of the Lot Owners at such future date, with one (1) vote being allotted to each plot, or one (1) vote per acre, whichever produces the larger number of votes.
42. **Landscaping.** To insure a general uniformity of appearance of those front yards of homes in this Subdivision, 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 trees satisfy these requirements, then no additional trees will be needed. 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 Architectural Control Committee
43. **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 in the Subdivision unless such drying area is obstructed from the view of a street or road and does not cause an unsightly condition.

44. **Lakewood Ranch Homeowner's Association, Inc.**

- a) Every record owner of a Lot, whether one or more persons or entities, located in The Campus at Lakewood Ranch, Phase VII, a subdivision in the City of Temple, Texas, shall be a member of the Lakewood Ranch Homeowner's Association, Inc. (the "Association") and shall be subject to the Articles of Incorporation and Bylaws of said non-profit corporation. The members of the Association will have the

responsibility of administering and enforcing the covenants, conditions, and restrictions contained herein.

This Dedication Instrument and Restrictive Covenants for The Campus at Lakewood Ranch, Phase VII, will be considered a supplemental declaration as required by the Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. and it is intended that "The Campus at Lakewood Ranch, Phase VII" is to be included in the Association and is subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. and all supplemental declarations thereof.

- b) Each member jointly and severally, by the acceptance of a deed or other instrument of conveyance to a Lot in The Campus at Lakewood Ranch, Phase VII, shall be deemed to covenant and agree to pay to the Association an annual and special assessment fee for capital improvements on said 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, 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 property owners with one (1) vote being allotted to each plot. Any member who has not paid in full all assessments levied by the Association shall not be eligible to vote. Written notice of assessments 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. Any subsequent conveyance of any common area by the Association to another entity shall have the prior approval of the City of Temple. The assessments, together with interest costs, taxes and reasonable attorneys fees, if any, shall be a charge on the land and shall be a continued 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.
- c) The purpose for which the Association is organized include, but is not limited to, the management of owning, developing, and maintaining the common areas described hereafter. It is the Association's intent that all common areas be preserved for its intended purposes, which is to enhance the appearance of the common areas to the public.
- d) Annual and special assessments collected shall be combined into single "Maintenance and Capital Improvement Fund" to be expended 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 common areas within the boundaries of "Lakewood Ranch" and within the boundaries of "The Campus at Lakewood Ranch, Phase I", and all subsequent phases thereof. Additional 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 and Capital 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 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. 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 and Capital Improvement 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.

- e) All assessments shall be due and made payable to the Association on the first of every month. Any assessment 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 assessment provided for herein by nonuse of the common areas or abandonment of the Lot.
- f) The Lien of the assessments provided for herein shall be subordinate and interior to any lien upon the 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 affect the assessment lien and any purchaser of a Lot shall take it subject to any liens for assessments.
- g) Any amendments to the Association shall be subject to review by the City of Temple.

45. **Use of Park Land.** Lot 1, Box 15, Lakewood Ranch, Phase III, has been conveyed to the Lakewood Ranch Homeowner's Association, Inc. a Texas non-profit corporation, for the exclusive use of its members and their families. The park is intended to be set aside for the private use and enjoyment of the homeowners' association members and shall be used for reasonable recreational activities consistent with the character of the area as a residential subdivision. No road for vehicles other than bicycles shall be built or maintained in the park except as reasonably necessary for the maintenance of the park. Not more than one-fifth (1/5) of the area of the park shall be improved or maintained for the purpose of parking automobiles. No part of the park may be used for any commercial purpose. The park shall be controlled, improved and maintained by the members of the Association, as directed by the Board of Directors of the Association, for their own benefit and enjoyment, and may be improved by the Association as necessary to facilitate those purposes, such as, but not limited to, construction of benches, footpaths, children's playground equipment and picnic areas, according to the limitations and restrictions set out in the "Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc.", the "Supplemental Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc." the Dedication Instruments and Restrictive Covenants for any phase of "Lakewood Ranch" and "The Campus at Lakewood Ranch" and "Lakewood

West at Lakewood Ranch", and any and all other supplemental declarations and supplemental and amended dedication and restrictive covenants filed of record as additional phases of the subdivision are approved.

EXECUTED this 18th day of Sept., 2009.

KIELLA DEVELOPMENT, INC., a Texas corporation

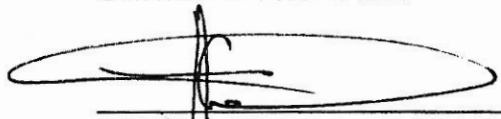
By: 

JOHN R. KIELLA, PRESIDENT

EXECUTED for the purpose of allowing the Declarant in the Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Homeowner's Association, Inc. to approve and consent to the addition and annexation of "The Campus at Lakewood Ranch, Phase VII", into the Lakewood Ranch Homeowner's Association, Inc. and to approve and consent to the provisions herein contained, including but not limited to, paragraphs 3, 44, and 45.

**LAKEWOOD CLIFFS, LTD.
A TEXAS LIMITED PARTNERSHIP**

**BY: PK MANAGEMENT, L.C.
A TEXAS LIMITED LIABILITY COMPANY,
GENERAL PARTNER**

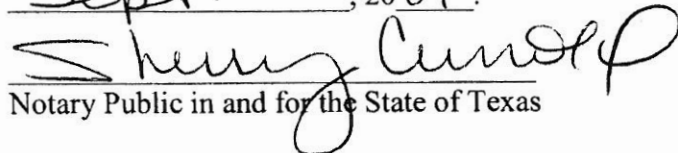

JOHN R. KIELLA, PRESIDENT

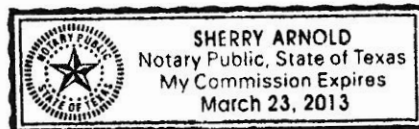
THE STATE OF TEXAS

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 OFF OFFICE this the 18th day of Sept., 2009.


Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Kiella Development, Inc.
P. O. Box 1344
Temple, TX 76503

59.00
#1061

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2009-00036163

Recorded On: September 18, 2009 As
Recordings

Parties: KIELLA DEVELOPMENT INC

Billable Pages: 13

To CAMPUS AT LAKEWOOD RANCH PHASE VII

Number of Pages: 14

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	59.00
Total Recording:	59.00

***** 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: 2009-00036163
Receipt Number: 61165
Recorded Date/Time: September 18, 2009 04:36:36P
User / Station: N Mitchell - Cash Station 1

Record and Return To:

KIELLA DEVELOPMENT INC
PO BOX 1344
TEMPLE TX 76503



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 of Shelley Coston in cursive script.