

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIVE COVENANTS OF  
HOLLY OAKS LANDING,  
A subdivision in Bell County, Texas**

STATE OF TEXAS  
COUNTY OF BELL

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KNOW ALL MEN BY THESE PRESENTS:

**FIRST OMEGA PARTNERS, LTD.**, a Texas limited partnership ("Declarant"), is the owner of that certain 18.00 acre tract of land situated in Bell County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and expressly made a part hereof for all purposes, and designated as **HOLLY OAKS LANDING**, a subdivision in Bell County, Texas (sometimes referred to as "Holly Oaks.")

For purposes of this Declaration, Holly Oaks Subdivision may sometimes be referred to as the "Subdivision."

Declarant does hereby make and impose the following covenants, conditions and restrictive covenants upon the Subdivision, according to the above referenced plat, which will be covenants running with the land, for the purposes herein set forth as follows:

**PREAMBLE AND DECLARATION:**

Declarant has created a residential subdivision with designated "Lots" (as defined herein) for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots.

Declarant desires to ensure the preservation of the values and for the maintenance of the Common Area, and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof.

Declarant has deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of **MPRC HOLLY OAKS HOMEOWNERS' ASSOCIATION, INC.**, a Texas non-profit corporation, with the power and duty to maintain and administer the Common Area of the Subdivision and the power to administer and enforce the covenants and restrictions, and to collect and disburse the assessments and charges hereinafter created.

Declarant declares that additional land within the Properties may be annexed into the Association in stages, as provided herein and in accordance with Declarant's scheme of the Properties. Such annexed land will not be dependent upon future stages of the development, but will be subject to this Declaration, as herein defined.

Declarant declares that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and will be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth and will hereafter be subject to the jurisdiction and assessments of **MPRC HOLLY OAKS HOMEOWNERS' ASSOCIATION, INC.**:

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**ARTICLE I  
PURPOSE**

The Subdivision is encumbered by this Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

**ARTICLE II  
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

1. "ARC" and "Architectural Review Committee" means the Architectural Review Committee of **MPRC HOLLY OAKS HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation.**
2. "Association" means **MPRC HOLLY OAKS HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation,** its successors and assigns as provided for herein, which has the power, duty and responsibility of maintaining and administering the Common Area and administering and enforcing the restrictive covenants contained in this Declaration and any Amended or Supplemental Declaration. The Association is a "homeowners association" as that term is defined in Texas Property Code §202.001(2).
3. "Board of Directors" and "Board" means the Board of Directors of **MPRC HOLLY OAKS HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation,** the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporate law.
4. "Builder Member" means such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a single family residential dwelling or Living Unit and resale to others.
5. "Common Area" means any easements or any real and personal property leased, owned, or maintained by the Association for the common use and benefit of the Members of the Association. Common Area may also include any entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any improvement areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners, safety lanes, marinas, and other areas as shown on the Subdivision Plat.  

The Common Area will initially include the monument, lighting and landscaping located at the entrance of the Subdivision, and such lighting and landscaping, if any, that may be located throughout the Subdivision.
6. "Declarant" means **FIRST OMEGA PARTNERS, LTD., a Texas limited partnership,** its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by

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such successor or assign. No person or entity purchasing one or more Lots from **FIRST OMEGA PARTNERS, LTD.**, a Texas limited partnership, in the ordinary course of business shall be considered a "Declarant."

7. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for **HOLLY OAKS LANDING**, and any amendments and supplements hereto made in accordance with the terms hereof.
8. "Development Period" means the period of time in which Declarant owns a Lot or Lots within the Properties for resale to a third party. The Development Period will end upon Declarant's sale of the last Lot within the Properties to a third party.
9. "Living Unit" means a single family residence and its garage situated on a Lot.
10. "Lot" means any of the plots of land as shown on the Subdivision Plat.
11. "Member" means all those Owners who are members of the Association as provided herein.
12. "Properties" means the properties known as **HOLLY OAKS LANDING** and any adjoining lands that may be added as additions or phases thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.
13. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers.
14. "Resident" means each Owner who resides within the Properties, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Properties, and any individual who is otherwise lawfully domiciled in a Living Unit.
15. "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.
16. "Subdivision Plat" collectively means the map or plat of **HOLLY OAKS LANDING**, filed of record in Cabinet C, Slide 234-B, of the Plat Records of Bell County, Texas, and any amendment or amendments thereof upon filing of same for record in the Plat Records of Bell County, Texas.

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#### ARTICLE III PROPERTY RIGHTS

Every Owner, guest, invitee, customer and tenant will have a right and easement of ingress and egress, use and enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;
2. the right of the Association to suspend an Owner's voting rights and the right to use any facility for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the restrictive covenants contained in this Declaration and/or the Association's rules and regulations for the duration of the infraction;
3. the right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the Properties or portions thereof and Owners or Lots contained therein;
4. the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or

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improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided two-thirds (2/3) of the members present or represented by proxy at a meeting called for such purpose shall approve; provided however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;

5. the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer will be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the Class A members of the Association which are present or represented by proxy at a meeting duly called for such purpose, and by the Class B member so long as the membership shall exist; and
6. the right of the Association to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board shall have the authority to enforce the rules and regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a member found to have violated the rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

#### ARTICLE IV ARCHITECTURAL REVIEW

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural Review Committee is hereby established to carry out all duties as noted herein with full authority to approve and disapprove; change, modify or waive; and ultimately control all construction, development and improvement activities of any kind (including, without limitation, structures, buildings, building materials, and the placement thereof) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or is decided by the Architectural Review Committee.

No building, structure, fence, residence, house, garage, accessory building, outbuilding or construction of any kind will be erected, placed, constructed, maintained, modified, redecorated or altered, until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to the following information: floor plans, including finished floor and ground elevations; exterior design and building materials; grading plan; exterior elevations for any building, fence, driveway or other structure; a plat or site plan showing easements and the location of any building, fence, driveway or other structure (including location of light poles, if applicable); exterior lighting and location; initial landscaping; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the Architectural Review Committee and/or Declarant.

The Architectural Review Committee will review all plans, specifications and other information which are submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements therein with the architectural, aesthetic and ecological goals of the Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC will have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

The Architectural Review Committee may disapprove the construction or design of any improvement, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, members of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Living Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The ARC will maintain written records of all applications, plans, specifications and other information submitted to the ARC and all actions taken.

The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decision of the Architectural Review Committee shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Members of the ARC shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits of this Declaration and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

The number and initial ARC members will be decided by Declarant. The ARC will consist of not more than three (3) members and the following are appointed to serve at this time: James I. Howe, John C. Howe, and John R. Kiella. So long as there is a Class B membership, in the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. Upon the expiration of the Class B membership, the Board of Directors shall appoint the members of the ARC, which shall consist of at least three (3) members.

ARTICLE V  
RESTRICTIVE COVENANTS FOR USE OF LOTS

The restrictive covenants for the use of the Lots within Holly Oaks are set forth in instrument duly recorded in Volume 4322, Page 4, of the Office Public Records of Real Property of Bell County, Texas, and any Lot within Holly Oaks will be subject to such restrictive covenants.

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**ARTICLE VI  
MODIFICATIONS AND VARIANCES**

The ARC has the authority to modify or waive any and all of the restrictive covenants that would not, in the ARC's sole discretion, impair or detract from the quality of the Subdivision. The ARC has the authority to reduce the floor area requirement contained herein by ten percent (10%) and to modify any building material requirement. Such modification or waiver may be by written instrument in recordable form.

**ARTICLE VII  
EASEMENTS AND ACCESS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements. If necessary and required by HUD rules and regulations, the Association will obtain the approval of HUD as to any action that affects the easements herein or referred to.

There is hereby created a right of ingress and egress across, over, and under the Common Area in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement that will significantly interfere with the intended use of the easement.

Easements for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner, guest, invitee, customer or tenant may:

1. alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
2. alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ARC;
3. construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

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4. permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
5. place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Association, ARC and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

#### ARTICLE VIII LOT CONSOLIDATION

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) Living Unit and such other improvements as are permitted herein and such building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation. However, the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments and voting rights applicable to each of the pre-consolidated Lots that are consolidated into a single building site.

#### ARTICLE IX ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner, guest, invitee, customer or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the Architectural Review Committee, Association, nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

#### ARTICLE X MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS AND REGISTRATION

Every person or entity who is a record Owner of a free or undivided interest in any Lot that is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association. Membership in the Association is appurtenant to and inseparable from Lot ownership.

1. **Classes of Membership.** The Association has two classes of membership:
  - a. **Class A:** The Class A members shall be all Owners and Builder Members of a Lot or Lots within the Subdivision, and any additions and phases thereto, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more

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than the number of votes designated to such Lot be cast with respect to any such Class A Lot.

- b. **Class B:** The Class B member shall be Declarant who shall be entitled to three (3) votes for each unimproved Lot owned and (1) vote for each improved Lot owned. Class B membership shall cease and be converted to Class A membership, at such time as the Declarant has conveyed and/or sold the last of the unimproved Lots within the Subdivision and all of the land area comprising the Properties, whether in a single or multiple transaction, to an Owner or to any governmental authority for public use.
2. **Suspension of Voting Rights.** All voting rights of an Owner may be suspended for any period of time deemed proper and appropriate by the Board of Directors during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation thereunder or under the By-laws or rules and regulations of the Association.
3. **Registration with the Association.** In order that the Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner and Member with these Covenants and the day-to-day matters within the Association's jurisdiction, each Owner and Member shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner and Member, and Fiduciary; (b) the business address, occupation and telephone number of each Owner and Member; (c) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owner or Member cannot be located) in case of an emergency; and (d) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or Member fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner and Member shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

ARTICLE XI  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Builder Member and every Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) Member Charges levied against individual Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a restrictive covenant contained in this Declaration. The annual and special assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, reasonable attorney's fees and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

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1. **Annual Assessments.** The annual assessments for both Class A and Class B membership for both improved and unimproved Lots shall be determined after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment may be set or adjusted by a majority vote of the Board of Directors, without membership vote, or by the Owners, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot owners and shall set forth the purpose of the meeting, but shall not be increased to more than the greater of: (i) one hundred and ten percent (110%) above the prior year's annual assessment (ii) the result of multiplying said rate by a fraction, the numerator of which is the latest Consumer Price Index published on or before the sixtieth (60th) day prior to the date the Board sets the new maximum annual assessment rate and the denominator of which is the Consumer Price Index published on the year prior to the one used in the numerator. Consumer Price Index is the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers. In the event the compilation and/or publication of the Consumer Price Index is substantially revised, transferred to any other governmental department or bureau or agency or shall be discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices most nearly the same as the Consumer Price Index shall be used to make the calculations. The Association may increase the maximum annual assessment rate by more than the amount specified in the preceding sentence only upon the assent and consent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting called for vote on such a proposed increase.

The initial annual assessment of \$150.00, or a pro rata portion of the initial annual assessment based upon the date of closing, on Lots 1 through 26, inclusive, of the subdivision will be due and payable from the new owner at the time of closing when such lot is sold by Declarant to a third party beginning with the calendar year 2001. The initial annual assessment of \$100.00, or a pro rata portion of the initial annual assessment based upon the date of closing, on Lots 27 through 29, inclusive, of the subdivision will be due and payable from the new owner at the time of closing when such lot is sold by Declarant to a third party beginning with the calendar year 2001.

Notwithstanding any language to the contrary contained in this Section, annual assessments, together with special assessments hereinafter described, shall not apply to Declarant, as owner of or holder of title of any such Lots, or to a Builder Member whose business is to purchase a Lot or Lots for construction of a single family residential dwelling or Living Unit upon such Lot and resale to a third party, until a Living Unit is constructed upon such Lot and is occupied by Declarant.

2. **Special Assessments.** In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on Class A membership and Class B membership on improved Lots only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Area, respond to the unusual emergency needs of the Association as may be expected to appear from time to time, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent and consent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot owners and shall set forth the purpose of the meeting.
3. **Member Charge.** In addition to the annual assessment and any special assessment above, the Association, by vote of the Board, may impose a charge (Member Charge) upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair or replacement of site improvements on any particular Lot when the Board has determined the maintenance, repair or replacement of improvements associated with such Owner's Lot has been neglected to the point where conditions existing on such Lot are not in conformance with the maintenance obligations set forth in Article V of this Declaration, or an Owner places anything in the Common Area. The Owners of such Lot shall be notified in writing of said determination and the specific deficiencies found to exist and shall be afforded a reasonable period of time to respond to said notice by

correcting the deficiencies. The Owner shall be assessed the cost of reimbursing the Association for any and all costs, including attorney's fees, to secure compliance.

4. **Due Dates, Budget and Late Charges.** The annual assessments provided for herein shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve (12). The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. The special assessments are due and payable on the date fixed in the resolution authorizing the special assessment. Member charges are due and payable within thirty (30) days after the Owner is served with notice by the Association of the amount of such Member Charge.

Each year, the Board of Directors of the Association shall adopt an annual budget and set the amount of the annual assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in such costs over the next year, and future needs of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board shall refuse or fail to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per annum. If applicable state law provides or requires an alternate ceiling under Vernon's Annotated Texas Civil Statutes Article 5069-1.04, then that ceiling shall be the indicated rate ceiling.

Any assessment not paid within thirty (30) days after the due date may be subject to a collection fee determined from time to time by the Board and charged by the Association to cover its costs and expenses in its attempts to collect the past due amounts from the Lot Owner.

The Board shall use reasonable efforts to provide each Owner with an invoice statement or collection notice of the past due amount, but any failure to provide such a notice shall not relieve any Owner of the obligation to pay past due assessments, accrued interest, if applicable, and collection fees. Remedies and Lien for Assessments. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with said lien. The President of the Board of Directors shall have the right to appoint Agents, to mail and file the notices required by Texas Property Code § 51.002, to conduct the sale, and to otherwise comply with the statute. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Notice of the lien may be given, but is not required, by the recordation in the Real Property Records of Bell County, Texas an Affidavit of Delinquent Assessment And Notice Of Assessment Lien, duly executed by an officer, managing agent, attorney or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Living Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer or by Writ of Possession.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Mortgagees may not be required to collect assessments, though they may voluntarily do so. Failure to pay assessments may not be considered as a default under an insured mortgage.

ARTICLE XII  
MAINTENANCE FUND AND GENERAL POWERS AND DUTIES  
OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

- I. Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund may be used, without limitation, for the payment of the following:
- a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
  - b. Care, maintenance and preservation of the Common Area, including any and all charges for utilities and services used by the Association for such care, maintenance and preservation of the Common Area.
  - c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board of Directors or by the manager.
  - d. Legal and accounting services.
  - e. A policy or policies of insurance insuring the Common Area, the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or guests, invites, customers or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.
  - f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

- g. Such fidelity bonds as may be required by the By-Laws or as the Board of Directors may determine to be advisable.
  - h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.
  - i. Perpetual maintenance and enhancement of all Common Area including walls, gates, grounds, landscaping, lights, irrigation and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.
2. Powers and Duties of Board: The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:
- a. To execute all declarations of Ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners.
  - b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board see fit.
  - c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
  - d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
  - e. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.
  - f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
  - g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
  - h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
  - i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.
  - j. To establish a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge assessment secured by the lien herein established.
  - k. To establish reserve funds which may be maintained and/or accounted for separately from other funds maintained for annual operating expenses.

The Board shall have the exclusive right to contract for all goods, services and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE XIII  
TITLE TO COMMON AREAS

All initial Common Area within the Properties shall be conveyed to the Association free of lien prior to the conveyance of the first Lot by the Declarant. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

However, any and all Common Areas will be for the common use and benefit of each Member of the Association

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIV  
INSURANCE AND CONDEMNATION

1. Fire, Hazard and Casualty Insurance. Owners of Lots hereby covenant and agree with all other Owners and the Association to carry all-risk casualty insurance on their Lot. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Living Unit. In the event the Living Unit is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction.

Each Owner shall be responsible, at his own cost and expense, for personal liability insurance to the extent not covered by the Association and public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Area. Each Owner shall be responsible, at his own cost and expense, to obtain and maintain hazard and/or liability insurance on the Lot once the Living Unit has been constructed on a Lot.

2. Property and Public Liability Insurance With Respect to Common Area, Errors and Omissions and Indemnification.
  - a. The Board of Directors of the Association may obtain and continue in effect property insurance, to insure the buildings and structures in the Common Area, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions, and said insurance to included coverage against vandalism.
  - b. The Board of Directors of the Association may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Area.
  - c. The Board of Directors of the Association may obtain liability insurance covering errors and omissions of directors, officers, managers, employees and representatives of the Association, and fidelity bonds for all officers and employees which have control over the receipt or disbursement of funds.
  - d. The Association may indemnify directors, officers, employees and agents and may purchase indemnity insurance in accordance with the provisions of Article 2.22A of the Texas Non-profit Corporations Act.

3. **Insurance Premiums with Respect to Common Area.** All costs, charges and premiums for all insurance with respect to the Common Area that the Board of Directors authorizes as provided herein shall be a common expense of all Owners and shall be part of the annual assessment.
4. **Other Insurance.** None of the above prevents the Board of Directors from obtaining other insurance as may be required by law (e.g. workers compensation) or other insurances which may become the norm for properties of this nature.
5. **Condemnation.** If part or all of the Common Area shall be taken or condemned by any authority having the power of eminent domain, any compensation and damages shall be paid to the Association. The Board of Directors shall have the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Area. The Owners may, by vote of seventy-five per cent (75%) or more of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and his mortgagee, if any, as their interest may appear. In event that the Owners shall not so agree, such proceeds shall be added to the funds of the Association, and the Association shall decide on whether or not to replace or restore, as far as possible, the Common Area so taken or damaged.  

The Association shall give timely notice of the existence of such proceedings to all Owners and their mortgagees, if any. The expense of participation in such proceedings shall be common expenses chargeable to the Owners.
6. **Insufficient Proceeds.** If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article XI, Section (B) of this Declaration.

**ARTICLE XV  
AMENDMENT AND ANNEXATION**

This Declaration shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time, and each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless amended as provided herein. This Declaration may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes. The amendment shall be effective when it is certified by the President of the Association as to the requisite number or votes and recorded in the Official Public Records of Bell County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. However, Declarant shall have the right to file an amendment to this Declaration for any reason without the necessity of joinder by any other Owner of Lots, or any interest therein, at any time during the Development Period of the Subdivision and/or the Properties, and for so long as Declarant is the owner of an unimproved Lot and/or any of the land area comprising the Properties, and is or will be developing the Properties. Notwithstanding the foregoing, after Declarant has ceased to develop the Properties, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

During the Development Period of the Subdivision and/or the Properties and for so long as Declarant is developing the Properties, Declarant shall have the right, privilege and option to annex additional but adjoining land to make it subject to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, until Declarant no longer owns a Lot by filing in the

Official Public Records of Bell County, Texas, an amendment annexing such property. Additional property may be thereafter annexed and made subject to this Declaration, or property may be withdrawn, by written instrument approved by the affirmative vote of the Members of the Association holding at least seventy-five percent (75%) of the total votes and filed of record in the Official Public Records of Bell County, Texas.

ARTICLE XVI  
GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water Commission, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XVII  
GENERAL PROVISIONS

1. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, conflict with the application of any provision of the By-Laws of the Association, the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS -  
HOLLY OAKS LANDING  
014844/27346

omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

2. Notices. Any notice required to be given to any Owners or Member shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner or Member at the last known address as shown by the records of the Association, pursuant to Article X, Section C of this Declaration
3. Headings. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.
4. Invalidation 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.
5. These covenants, restrictions, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

EXECUTED effective the 14<sup>th</sup> day of FEBRUARY, 2001.

FIRST OMEGA PARTNERS, LTD., a Texas limited partnership

By: OMEGA ENTERPRISES, INC., a Texas corporation, general partner

By: [Signature]  
JAMES I. HOWE, Vice President

(ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on this the 14<sup>th</sup> day of FEBRUARY, 2001, by JAMES I. HOWE, in his capacity as Vice President of OMEGA ENTERPRISES, INC., a Texas corporation, in its capacity as general partner of FIRST OMEGA PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation and of said limited partnership.



[Signature]  
NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS -  
HOLLY OAKS LANDING  
01-844/27346

crm  
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.  
Attorneys-at-Law  
✓ 401 North Third Street, 2nd Floor  
Post Office Box 1260  
Temple, Texas 76503-1260

AFTER RECORDING, RETURN TO:

Unofficial Copy

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS -  
HOLLY OAKS LANDING  
014844/27346

**FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.**

October 6, 2000

Surveyor's Field Notes for HOLLY OAKS ADDITION, for:

**18.00 Acres**, being part of the **DAVID COMPTON SURVEY, ABSTRACT NO. 210**, in Bell County, Texas, embracing that certain called 18.032 acre tract erroneously described in a deed from Owen P. Carpenter Family Estate Trust to **FIRST OMEGA PARTNERS, LTD.**, of record in Volume 4269, Page 275 of the Official Public Records of Real Property of Bell County, Texas, and being more particularly described by these metes and bounds as follows:

**BEGINNING** at a 60d nail in rock found in the east right-of-way line of a public maintained roadway known as **SOBRANTE ROAD**, of record in Volume 763, Page 251 of the Deed Records of Bell County, Texas, said nail being the northwest corner of said 18.032 acre tract and the northwest corner of this tract, same being the southwest corner of **REPLAT OF TRACT 1, SECTION 9, MORGAN'S POINT RESORT CITY**, a subdivision of record in Cabinet B, Slide 317-A of the Plat Records of Bell County, Texas.

**THENCE** in an easterly direction, with the north line of said **FIRST OMEGA tract** (record call *S 70 deg 19 min 50 sec E, 1240.09 feet*), same being the south line of said **REPLAT OF TRACT 1** (record call *S 70 deg 19 min 50 sec E, 330.01 feet*), the south line of **REPLAT OF TRACT 27, SECTION 9, MORGAN'S POINT RESORT CITY**, a subdivision of record in Cabinet A, Slide 80-G of said Plat Records (record call *S 70 deg 19 min 50 sec E, 330.01 feet*) and the south right-of-way line of a public maintained roadway known as **WRANGLER DRIVE**, of record in Cabinet A, Slide 247-C of said Plat Records (record call *S 70 deg 19 min 50 sec E, 50 feet*), **SOUTH 70 deg 19 min 50 sec EAST**, passing at a distance of 709.92 feet a 5/8" iron rod found for the southeast corner of said **WRANGLER DRIVE** right-of-way, same being the southwest corner of **REPLAT OF LOT 28, SECTION 9, MORGAN'S POINT**, a subdivision of record in Cabinet C, Slide 4-D of said Plat Records (record call *S 70 deg 19 min 50 sec E, 530.27 feet*), in all a distance of 1240.18 feet to a 5/8" iron rod found for the northeast corner of said **FIRST OMEGA tract** and the northeast corner of this tract, same being the southeast corner of said **REPLAT OF LOT 28**, also being an angle point in the west line of **LOT 6 of RESUBDIVISION OF TRACT 3, LAKEWOOD RANCHES SECTION 1**, a subdivision of record in Cabinet A, Slide 239-B of said Plat Records.

**THENCE** in a southerly direction, with the east line of said **FIRST OMEGA tract** (record call *S 14 deg 12 min 55 sec W, 232.13 feet*), same being the west line of said **LOT 6** (record call *S 14 deg 10 min 20 sec W, 231.9 feet*), **SOUTH 14 deg 10 min 09 sec WEST**, a distance of 231.89 feet to a 5/8" iron rod found for an angle point in the east line of said **FIRST OMEGA tract**, same being the southwest corner of said **LOT 6**, also being the northwest corner of **TRACT 2 of LAKEWOOD RANCHES, SECTION 1**, a subdivision of record in Cabinet A, Slide 234-C of said Plat Records.

**THENCE** in a southerly direction, continuing with the east line of said **FIRST OMEGA tract** (record call *S 18 deg 39 min 32 sec W, 379.31 feet*), same being the west line of said **TRACT 2** (record call *S 18 deg 34 min 30 sec W, 380.02 feet*), **SOUTH 18 deg 37 min 32 sec WEST**, a distance of 379.27 feet to a 5/8" iron rod found for an angle point in the east line of said **FIRST OMEGA tract**, same being the southwest corner of said **TRACT 2**, also being the northwest corner of **TRACT 1 of said LAKEWOOD RANCHES, SECTION 1**.

**THENCE** in a southerly direction, continuing with the east line of said **FIRST OMEGA tract** (record call *S 18 deg 13 min 14 sec W, 277.54 feet*), same being the west line of said **TRACT 1** (record call *S 18 deg 06 min 30 sec W, 277.06 feet*), **SOUTH 18 deg 08 min 40 sec WEST**, passing at a distance of 277.84 feet a 5/8" iron rod found for the southwest corner of said **TRACT 1**, in all a distance of 300.17 feet to a 5/8" iron rod with cap marked "All County" set in the north right-of-way line of a public maintained roadway known as **MORGAN'S POINT ROAD**, said right-of-way was called "Road No. 3, Belton Dam & Reservoir" as shown on that plat of record in Cabinet A, Slide 317-A of said Plat Records and Volume 737, Page 452 of said Deed Records, said iron rod being the southeast corner of said **FIRST OMEGA tract** and the southeast corner of this tract.

ENCLOSURE " A "  
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Surveyor's Field Notes for HOLLY OAKS ADDITION, continued:

THENCE in a northwesterly direction, with the south line of said FIRST OMEGA tract (record call N 47 deg 48 min 49 sec W, 1386.08 feet "along the north margin of Morgans Point Drive"), same being the north right-of-way line of said MORGAN'S POINT ROAD, for the following four (4) courses and distances:

1. With a curve to the right (record call radius 1116.00 feet) having a radius of 1116.00 feet, a central angle of 05 deg 44 min 13 sec, an arc length of 111.74 feet and a chord which bears NORTH 47 deg 36 min 48 sec WEST, a distance of 111.70 feet to a 5/8" iron rod with cap marked "All County" set for the point of tangency of said curve to the right;
2. (record call N 45 deg 50 min W) NORTH 44 deg 44 min 41 sec WEST, a distance of 533.16 feet to a 5/8" iron rod with cap marked "All County" set for the point of curvature of a curve to the left;
3. With said curve to the left (record call radius 1176.00 feet) having a radius of 1176.00 feet, a central angle of 03 deg 34 min 08 sec, an arc length of 73.24 feet and a chord which bears NORTH 46 deg 31 min 44 sec WEST, a distance of 73.23 feet to a 5/8" iron rod with cap marked "All County" set for the point of tangency of said curve to the left; and
4. (record call N 50 deg 08 min W) NORTH 48 deg 18 min 47 sec WEST, a distance of 673.39 feet to a 5/8" iron rod with cap marked "All County" set for the southwest corner of said FIRST OMEGA tract and the southwest corner of this tract, same being the intersection of the north right-of-way line of said MORGAN'S POINT ROAD with the east right-of-way line of said SOBRANTE ROAD, from which a 60d nail in asphalt found bears SOUTH 88 deg 48 min 28 sec WEST, a distance of 6.87 feet.

THENCE in a northerly direction, with the west line of said FIRST OMEGA tract (record call N 20 deg 24 min 04 sec E, 357.00 feet), same being the east right-of-way line of said SOBRANTE ROAD (record call N 19 deg E, 3164 feet), NORTH 19 deg 19 min 37 sec EAST, a distance of 354.72 feet to the Point of Beginning, Containing 18.00 Acres.

Survey monuments found along the north line of said FIRST OMEGA tract, as shown on a Subdivision Plat that accompanies this description, were used for directional control.

Surveyed October 2, 2000

ALL COUNTY SURVEYING, INC.

1 (800) 749 - PLAT

File: 992229.fns



*Robert S. Love*  
 Robert S. Love  
 Registered Professional Land Surveyor  
 Registration No. 5103  
 10-10-2000

004288

FILED FOR RECORD

FEB 15 AM 8 31

CLERK, BELL COUNTY TX DEPUTY

EXHIBIT "A"

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