

RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by First Service Corporation of Austin, Texas, a Texas corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Austin, County of Travis, State of Texas, described as Lakewood Phase I, a PUD, in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in Volume 75, Page 115, Plat Records of Travis County, Texas, more particularly described by field notes marked Exhibit "49.07" attached hereto and incorporated herein for all purposes (said property being referred to hereafter as the "Property"); and

WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Original Restrictions") applicable to the Property described in Exhibit "A", which instrument is recorded in Volume 5641, Page 2341 of the Deed Records of Travis County, Texas; and

WHEREAS, Declarant desires, pursuant to Original Restrictions Article II, Section 2 and Article XV, Section 6, to file and record this Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Restated Restrictions"), in order to comply with FHA and VA guidelines and requirements, and said Restated Restrictions Declarant desires, upon recording hereof, to supersede and replace the Original Restrictions; and

WHEREAS, Declarant is also the owner of additional adjoining real property more particularly described in Exhibit B attached hereto and incorporated herein for all purposes (said property hereafter referred to as the "Additional Property"); and

WHEREAS, Declarant desires to retain the authority to add and subject the Additional Property to the restrictions, covenants and conditions found in the Restated Restrictions and any time hereafter, by the filing of a Joinder Agreement whereby the Additional Property would be entitled to the benefits and subject to the burdens herein contained; and

WHEREAS, Declarant desires to create on the Property, a residential community with permanent green belts and open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of values and amenities in said community and for the maintenance of said green belts, open spaces and other common facilities; and to that end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefits of the Property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a Home Owner's Association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants, conditions, and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant further desires to provide herein in Article XVI for the subsequent addition to the properties of commercial lots;

NOW, THEREFORE, Declarant hereby declares that (i) all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, and (ii) all of the Additional Property, upon the filing of a Joinder Agreement, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for protecting the desirability of and which shall run with, the real property and be binding upon all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefits of each Owner thereof, which Additional Property shall be subject to the above as if said Additional Property had been originally part of the Property herein.

#### ARTICLE I

##### DEFINITIONS AND POWERS IN DECLARANT

###### Section 1. Definitions.

- (a) "Association" shall mean and refer to The Lakewood Home Owner's Association, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely, as security for the performance of an obligation.

- (c) "Properties" shall mean and refer to that certain real property in Exhibit "A" attached hereto and incorporated herein for all purposes, and such additions thereto such as set forth in Exhibit "B" as may hereafter be brought within the jurisdiction of the Association by the filing of record of a subsequent joinder agreement.
- (d) "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be all of the areas designated as common areas, green belts, walks, park and hike and bike trails, drives (excluding dwelling sites and private patio and detached housing areas) as shown on the plat of the Properties recorded in the Travis County Plat Records.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- (f) "Declarant" shall mean and refer to First Service Corporation of Austin, Texas, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- (g) "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 2. Powers in Declarant.

- (a) "Temporary Administration". Until such time as Declarant has sold and conveyed sixty-five percent (65%) of the lots in the Properties, as hereinabove defined and described, or the expiration of sixty (60) months after the date this Restated Declaration is filed for record, whichever occurs first, Declarant shall have the right, but shall not have the duty, to act as the sole administrator for the government and administration of the affairs of the Association, and during such period of Temporary Administration, Declarant shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties of the Association if Declarant shall elect to exercise or perform all or any of the same. Declarant shall give Owners notice at the

time such event transferring control occurs; and thereafter, within thirty (30) days from the date of said notice, the Board of Directors shall be or appoint an administrator. During the period of time as the Declarant serves as administrator, the Declarant shall be known as the "Temporary Administrator".

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period during which an Owner is in violation of the Association's published rules and regulations (nothing above to the contrary withstanding, voting rights of an Owner may be suspended for only sixty (60) days for violation of the Association's published rules and regulations);
- (c) the right of the Association to dedicate or transfer all or any part 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. No such dedication or transfer, however, shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members entitled to vote has been recorded.
- (d) the right of the Association to make such reasonable rules and regulations regarding the use of the Common Area and facilities located hereon by the Owners and other persons entitled to such use, including but not limited to restrictions of the number of guests who may use the Common Area and the parts of the Common Area such guests may use;

- (e) the right of the Association to borrow money for the purposes of improvement of the Common Area and facilities, constructing new facilities thereon or performing the maintenance obligations and providing the services set forth herein and in connection therewith to mortgage the Common Area or portions thereof, said mortgage being subordinate to the rights of the Owners hereunder. No such borrowing or mortgaging shall be effective unless the written consent of two-thirds (2/3) or more of each class of members entitled to vote has been received; and
- (f) the right of the Association to contract for services with third parties on such terms as the Association may determine to be in the best interests of the Association.

Section 2. Exercise of Power. The powers reserved in the Association in Section 1 of this Article and any other powers of the Association created herein shall be exercised by the Board of Directors unless specifically provided other wise.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on such Owner's Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment shall automatically be a member of the Association, which shall be the governing and administrative body for all Owners for the protection, preservation, upkeep, repair, maintenance, operation, and replacement of the Common Area, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall also automatically cease. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Upon any transfer of ownership of any Lot, the new Owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier (but such conversion shall not affect the provisions contained in Article I Section 2 (a):

(a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or

(b) on December 31, 1985.

Section 3. Annexation. No provision contained in Section 2 of this Article shall be construed as prohibiting the revival of Class B membership if such be the logical result of annexing the "Additional Properties" hereto as herein below provided, provided that such annexation occurs prior to December 31, 1985. This section is only applicable to the annexation of the "Additional Properties" as defined above.

Section 4. Common Area For Benefit of All Members. No provision herein, whether in this Article or elsewhere, may be construed to permit the Association to take any action respecting any Common Area within the properties hereafter conveyed to the Association which will have an adverse affect upon the right of Declarant or any present or future Owner of any Lot within the Properties to the use or enjoyment thereof.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the

land and shall be a continuing lien upon the property against which each such assessment is made. The obligation to pay such assessments being part of the purchase price of each Lot when sold to an Owner, an express vendor's lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association, each such lien to be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such Lot as provided above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the pleasure, recreation and other non-profitable purposes of the members of the Association, including without limitation the improvement and maintenance of the Common Area but not the ordinary improvement and maintenance of individual lots and improvements thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty-Two Dollars (\$252.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the membership, up to five percent (5%) above the maximum assessment for the previous year.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for any year may be additionally increases by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The failure of the Association to fix the annual assessment as provided above for any year shall not be deemed a waiver or a release of any Owner from the obligation to pay the annual assessment, but the annual assessment fixed for the preceding year shall continue until a new assessment in fixed.

(d) Out of such maximum annual assessment the Association shall create a reasonable reserve for replacement of the facilities and improvement of the Common Area.

Section 4. Special Assessments for Capital Improvements and Deficits. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit created by an excess of expenditures of the Association over receipts for the previous year, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that such assessments for any Lot which is unimproved or improved but unoccupied by Declarant or Declarant's tenant shall be fixed at one-fourth (1/4) the assessment rate of the other Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Since the Common Area recreational facilities are located largely on the property described in Exhibit "A", Owners of Lots in Additional Property later added to this Declaration shall be liable for payment of all assessments, annual and special, beginning upon the purchase of their lot. The first annual assessment for all Owners shall be

adjusted according to the number of months remaining in the first calendar year from the date the Owner acquires his Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid on the date when due shall be immediately delinquent and shall, together with such interest and cost of collection as hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of six percent (6%) per annum, and the Association may either (i) bring an action at law against the Owner personally obligated to pay the same, or (ii) foreclose the lien against the property, or (iii) both, and in either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability of the assessments provided for herein for non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage created to secure the payment of any part of the purchase price for a Lot or any loan to an Owner or to Declarant or any loan made for the improvement of any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Lot Owner from his/her personal obligation and liability therefor.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All property dedicated and accepted by any local governmental authority and devoted to public use;
- (b) All Common Area as defined in Article I, Section 1(d) hereof;
- (c) All additional Common Area which may be acquired through annexation.

Section 11. Interim Adjustment of Assessments. The annual assessment and monthly installments thereof due on the first day of any particular month shall be reduced by fifty percent (50%) until the first day of the month following the date of substantial completion of the of the pool, tennis courts and adjacent recreation area on the central tract. Any assessment payable by Declarant arising from its ownership of a Lot which is unimproved or improved but unoccupied shall be treated as set forth in Section 6 above.

Section 12. All Assessments Pro Rata. The assessment made against any Lot shall in no case be higher or lower than the assessment against any other Lot, except for (i) any special assessments allowed pursuant to Section 4 of Article IV, Section 2 of Article V, Section 4 of Article IX, Section 5 of Article X and Section 2 and 3(c) of Article XVI of this Declaration which are properly attributable, in the judgment of the Board of Directors of the Association, to less than all of the Lots and (ii) the adjustments provided in Section 6 above.

Section 13. No Diminution or Abatement. No diminution or abatement of assessments shall be allowed or claimed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

## ARTICLE V

### MAINTENANCE BY AND SERVICES OF ASSOCIATION

Section 1. Common Area. The Association shall maintain the Common Area and all improvements on all Common Areas as provided in this Declaration.

Section 2. Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, guest or invitees, the Association shall add the cost of such maintenance or repairs, as a special assessment, to the normal assessment of such

Owner. Owner's liability shall be limited to the type of damages for which he would be liable under Texas law.

Section 3. Common Area Insurance. The Association shall maintain fire and extended coverage insurance on all of the insurable improvements upon any Common Area in an amount equal to at least eighty percent (80%) of the insurable value of all such improvements, unless higher coverage is required by First Mortgagees.

#### ARTICLE VI

##### MERGER WITH OTHER ASSOCIATIONS

The Association may merge with any other association which has objectives and purposes similar to the Association upon a vote of two-thirds (2/3) of the members of each class at a meeting duly called for that purpose, written notice of which has been given to all members not less than ten (10) nor more than fifty (50) days in advance of the meeting. Such a merger shall not be effective until approved by seventy-five percent (75%) of the first lien holders of the Lots (based upon one vote for each Lot so mortgaged).

#### ARTICLE VII

##### PARTY WALLS

Section 1. General Rules. In the case of some of the residences constructed on the Lots, there may be built residences adjoining each other by a wall located on or near the boundary line of two Lots. The wall or other structure separating such residences shall be and remain a party wall a shall be subject to the following provisions.

- (a) Destructive Acts. Each Owner of a residence having a party wall covenants to do nothing to disturb the integrity and support provided by the wall or other structure by means of a penetration or otherwise. Any Owner (or person for whom an Owner is responsible) causing any such damage or injury shall be liable for the restoration thereof and for any other costs or expenses incurred in connection therewith. The Owner's liability shall be limited to the type of damages for which he would be liable under Texas law.
- (b) Damage or Injury. If damage or injury is caused by neither of such Owners or persons for whom they are responsible, then the restoration and other costs and expenses shall be borne equally by both such Owners except to the extent insurance proceeds may be available. Further, an Owner who by his/her negligence or willful act

causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- (c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by both Owners who make use of the wall in equal proportions.
- (d) Application. This Article shall apply whether the party wall be located exactly on the boundary line between the adjoining Lots or merely in near proximity to the boundary.
- (e) Dispute. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each such dispute shall be resolved by arbitration in the manner provided in Section 2 of Article IX below.

Section 2. Rights to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE VIII

##### PERMITTED USES AND RESTRICTIONS

Section 1. General Restriction. The Lots, except as hereinafter described in Article XVI, shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one single family residence with a two (2) space covered parking facility. No Lot, except as hereinafter described in Article XVI, may be used as an apartment house, double house, flat, lodging house, hotel or for any business purpose. Anything contained in this Section to the contrary notwithstanding, an Owner may lease his or her Lot to a tenant for a term of a minimum of six (6) months, unless a shorter lease or rental term is approved, in writing, by the Board of Directors.

Section 2. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

Section 3. Use of Common Area. The Common Area shall be used for park, recreational, social, access, utility easement and other purposes directly related to the private single family residential use authorized hereunder

Section 4. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or the Common Area and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

Section 5. Antennas and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without approval of the Environmental Control Committee, except that the Declarant or the Association may erect a common television antenna. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot.

Section 6. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, or no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling on any such Lot or Common Area shall be moved immediately after the completion of construction.

Section 7. Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, truck camper, motorized recreational vehicle, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or a public street except in carports; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Environ-

mental Control Committee, and provided further that trailers, truck campers, and boats may be kept and placed in such public parking areas, if any, as may be designated by the Board of Directors. In addition, no motor vehicle of any type. Whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property.

Section 8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 9. Repairs of Buildings. No building or structure upon any property within any Lot or Common Area shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 10. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved by the Association, which may include the requirement that all containers will be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

Section 11. Clothes Drying facilities. Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or Common Area unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and not visible from neighboring property.

Section 12. Sidewalk Encroachments. No tree, shrub or plant of any kind on any Lot or Common Area shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet without the prior approval of the Environmental Control Committee.

Section 13. Right-of-Way. During reasonable hours any member of the Environmental Control Committee, or member of the Board of Directors or any other representative of any of them, shall have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 14. Mineral Exploration. No Lot or Common Area shall be used in any manor to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Section 15. Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Travis County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental, or quasi-governmental agency or a public utility.

Section 16. Diseases and Insects. No owner shall permit any thing or condition to exist upon any Lot or Common Area which shall induce, breed, or harbor plant diseases or noxious insects.

Section 17. Restriction on Further Subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot nor any easement of other interest herein, shall be conveyed by any Owner, except, however, that easements may be granted to any governmental or quasi-governmental agency or a public utility.

Section 18. Signs. No signs whatsoever (movable or affixed), including but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law;
- (b) A residential identification sign of a combined total face area of seventy-two (72) square inches or less;
- (c) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet, or

(d) A “for sale” or “for rent” sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.

(e) A sign permitted pursuant to Article XVI as hereinafter set forth.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this paragraph shall not prevent Declarant from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned by it or upon the Common Area when Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots.

Section 19. Tanks. No elevated tanks shall be erected.

Section 20. Increase Insurance Costs. Nothing shall be done on any Lot or on the Common Area which will result in the increase of fire and extended coverage insurance premiums thereon or the cancellation of such insurance.

Section 21. Waste. No waste shall be committed on any Lot or the Common Area.

Section 22. Lighting. No lighting or illumination shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot.

Section 23. Garages. No garage may be used by other than the Owner or a Lot on which the garage is situated or his family or bona fide guests and all garage doors shall be closed at all times except as may be necessary for entry and exit of vehicles and persons.

Section 24. Model. Nothing herein shall be construed as prohibiting Declarant, its officers, employers or agents, from inviting any person or the general public to enter any residence situated upon any Lot owned by Declarant with a view toward the sale or lease thereof or from using any such residence as a model for the purpose of making a sale or sales or from maintaining a sales force (whether one or more) in or about any Lot owned by Declarant which remains unsold.

## ARTICLE IX

### GENERAL OBLIGATIONS OF OWNER

Section 1. General Maintenance. Each Owner at his or her own expense shall keep, maintain and care for any buildings and other improvements located on his/her Lot and all trees, plants, or foliage on his Lot, except for areas and items maintained by the Association, and otherwise keep his/her Lot and all

improvements thereon in conformity to its condition when new. However, no Owner shall injure, remove or destroy any tree planted on any Lot by the Declarant or the Association or which has reached a height in excess of ten (10) feet without the approval of the Environmental Control Committee of the Association.

Section 2. Complaints by Owner. If any Owner believes any other Owner is in violation of this Declaration, he may so notify such Owner in writing, explaining his reasons for such complaint.

If the Owner fails to remedy the alleged violation with ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the Chairman of the Board of Directors of the Association, who shall thereupon choose, within not more than ten (10) days, a neutral party to arbitrate the dispute in such a manner as the arbitrator deems best, but the arbitrator shall in all cases announce its decision within thirty (30) days after the transmittal of the complaint to the Chairman of the Board of Directors of the Association. If the Chairman of the Board of Directors of the Association or the arbitrator fails to act, the complaint will be considered denied.

The arbitrator shall be paid his reasonable expenses, the cost of which shall be borne by the losing party.

Section 3. Complaints by Association. If the Association believes any Owner is in violation of these restrictive covenants, it shall so notify such Owner in writing, explaining its reason for such complaint.

If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, then the Association shall have the right to (i) institute appropriate legal action or (ii) submit the dispute to arbitration, such arbitration to be held in accordance with the rules of the American Arbitration Association by the action of a majority of the arbitrators chosen as follows: (a) one arbitrator shall be chosen by the Association; (b) one arbitrator shall be chosen by the Owner; and (c) one arbitrator shall be chosen by the arbitrators previously chosen. If either party fails to choose an arbitrator within fifteen (15) days after the transmission of the complaint to the Owner, the other party may choose the second arbitrator. The decision of the arbitrators shall be made within thirty (30) days after the transmission of the complaint to the Owner. If the arbitrators fail to act within ninety (90) days, the complaint will be considered dismissed. The prevailing party in any such litigation or arbitration shall be entitled to recover from the other party all costs and expenses thereof, including attorney's fees, in connection therewith.

Section 4. Remedy of Violations. If the arbitrator(s) as provided in Section 2 or Section 3 above upholds the complaint, the Owner shall be so notified in writing and shall promptly remedy the violation within thirty (30) days after the date of such notice or in the time specified in any such proceeding, as appropriate; and if he fails to remedy such violation within such time period, the Association may (but shall not be obligated to) make the appropriate repairs and add the cost of such repairs, as a special assessment, to the normal assessment of such Owner. The Association and its designees shall have the right of entry upon the Lot owned by such Owner for such purposes. Liability of an Owner shall be limited to the type of expenses for which he would be liable under Texas law.

#### ARTICLE X

##### FIRE AND EXTENDED COVERAGE INSURANCE

Section 1. Individual Policies. The Board of Directors may obtain a master policy of fire and extended coverage insurance covering all improvements on the Lots and Common Area. Each Lot Owner may choose to participate or not participate in the master policy. Unless and until such a master policy of fire and extended coverage insurance is obtained, and unless and until each Owner voluntarily participates in said plan, then each Owner shall obtain an individual policy of fire and extended coverage insurance covering the improvements on his/her Lot in an amount sufficient to restore or replace such improvements and the Association shall be named an additional insured in such policy as its interest may appear. Additionally, such policy for each Owner shall contain a clause providing that said policy cannot be cancelled except upon thirty (30) days written notice to the Association. Upon the request of the Board of Directors of the Association, a certificate showing such insurance policy is in effect shall be given to the Association.

Section 2. Master Policy. If the Board of Directors of the Association choose to obtain a master policy of fire and extended coverage insurance, such policy shall be in an amount sufficient to restore or replace all improvements on the participating Lots and on the Common Area, unless higher coverage is required by the first lien holders on a majority of the participating Lots with a co-insurance clause, and each Owner and each mortgagee of each Lot shall be designated an additional insured as their interest may appear. The Association, upon request of any mortgagee of a Lot, shall provide such mortgagee with a certificate of insurance indicating that such insurance has been obtained and applies to the buildings on such Lot. This section shall not preclude any Owner from obtaining

an individual policy of fire and extended coverage insurance covering fixtures, improvements and contents on such Owner's Lot.

Section 3. Attorney-in-Fact. Each voluntarily participating Lot Owner shall appoint the Association as its agent and attorney-in-fact for the collection of all proceeds payable under any master policy of fire and extended coverage insurance, and pursuant to such authority the Board of Directors of the Association may negotiate, compromise and settle any disputed claim with the insurance company providing the master policy of fire and extended coverage and may execute any releases, acquittances, discharges and other documents as may be necessary to effect such end and may institute such actions at law as it deems necessary to collect the proceeds of said insurance, provided, however, if the mortgagee of any Lot requires such proceeds attributable to such Lot be paid to it, it shall be so paid to such mortgagee.

Section 4. Restoration. In the event of any fire or other casualty to a participating Lot or the Common Area covered under the master policy of fire and extended coverage insurance, the Association shall collect all insurance proceeds and will, to the extent of such proceeds, repair, restore and replace any damaged or destroyed structures to their same or similar condition existing just prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed within a reasonable time in a good and workmanlike manner using the same or similar materials as were originally used in the structures damaged or destroyed. The Association shall not be liable to any Owner or his family for any delay in the completion of any repair, restoration or replacement due to causes beyond the reasonable control of the Association, its contractors or subcontractors. Specifically the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes or other work stoppages. To the extent that insurance proceeds are not sufficient to effect such repair, restoration or replacement, the Association shall levy against the participating Owners of the structures damaged or destroyed a special assessment sufficient to effect such repair, restoration or replacement. Such special assessment shall be prorated among the participating Owners of the structures damaged or destroyed in proportion to the extent to which each participating Owner's structure has been so damaged or destroyed.

Section 5. Assessment for Insurance. The cost of obtaining the master policy of fire and extended insurance shall be added to and become a part of the annual assessment of each participating Lot Owner; however, to the extent of the

amount so included in the annual assessment, such amount shall not be included in calculating whether the annual assessment is in excess of the maximum annual assessment. If such a master policy is so obtained and any mortgage of a Lot requires the Owner of the Lot to escrow the portion of the master policy's premium attributable to that Lot with such mortgagee, such participating Owner shall have the right to so escrow such premium.

Section 6. Mechanic's and Materialmen's Lien. Each participating Owner whose structure is repaired, restored or replaced by the Association hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration or replacement of the damaged or destroyed structure to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair or replacement. Upon request by the Board of Directors of the Association and before the commencement of any reconstruction, repair, restoration or replacement, such an Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

Section 7. FHA/VA Provisions. Notwithstanding the foregoing provisions of this Article X, it is further provided that the requirement for the maintenance of insurance covering the improvements on a Lot when the Association has decided not to obtain the master policy of fire and extended coverage insurance, and the Owner has decided not to participate in the master policy, shall not apply to any Lot acquired by the Veteran's Administration or the Federal Housing Administration under a mortgage foreclosure during the period of ownership by either of said governmental bodies.

Section 8. Clearance of Lots. All lots upon which there has occurred a fire or other casualty shall be cleared of all damaged improvements within six (6) months of the occurrence of the casualty.

## ARTICLE XI

### ENVIRONMENTAL CONTROL

Section 1. Construction of Improvements. Since the maintenance of environmental and architectural harmony and unity is essential for the preservation and enhancement of the value of the Lots and the harmonious functioning of the community affected hereby, no improvements may be erected on any Lot by anyone other than the Declarant or any assignee of Declarant without the approval of the Environmental Control Committee (as such term is hereinafter defined) appointed by the Association. The term "improvements" shall include but shall not be limited

to the erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses; the erection of any fence; the moving of any structure from another locality to a Lot; the grading, scraping, excavating or other rearranging of the surface of any Lot; the construction of any driveway, alleyway, walking, entryway, patio or other similar item; the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces and the planting, replanting or rearrangement of any plant life visible from another Lot, the Common Area, or any public street.

Section 2. Environmental Control Committee. The Board of Directors of the Association shall appoint an Environmental Control Committee composed of at least three (3) persons to approve improvements proposed to be made by the Owner other than the Declarant. The Environmental Control Committee shall meet within fifteen (15) days after an Owner has made application to it for approval, submitting at that time a minimum two (2) sets of plans and specifications. The Environmental Control Committee shall render its decision within thirty (30) days after this meeting, either approving the plans or disapproving them, in the latter case making specific reference to those features which caused the disapproval. Approval may be conditioned upon completion within a specified period of time. All decisions shall be made by a majority vote of the Environmental Control Committee. A failure of the Committee to act will result in the project being considered approved.

## ARTICLE XII

### EASEMENT AND RIGHTS

Section 1. General Easement. The Declarant, so long as he/she shall retain record title to any Lot, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Area. Nothing above to the contrary withstanding Declarant's easement for repair shall be limited to Lots owned by Declarant or to the Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make reasonable repairs or improvements to a building on his Lot, enter or cross the Common Area or a Lot of another Owner, such Owner shall have an easement to do so; provided that such Owner shall use the most direct, feasible route in entering or crossing over such an area and shall restore

the surface so entered or crossed to its original condition at the expense of said Owner, and further provided such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article XI of this Declaration, approval of the Environmental Control Committee of the Association, unless such approval has been given.

Section 3. Alteration Easement. If the Owner of any Lot, must, in order to make reasonable repairs or improvements to a building on such Lot, alter the building of any other person, said Owner shall have the right to do so; provided that said Owner shall (i) create as little alteration as possible consistent with good building and engineering practices, (ii) promptly restore the building altered to its original condition at the expense of said Owner, and (iii) provide such bonding as the Owner of the building to be altered shall reasonably require; and further provided such alteration shall not be allowed if the purpose for which the alteration must occur is one requiring, by virtue of Article XI of this Declaration, approval of the Environmental Control Committee of the Association, unless such approval has been given.

In connection with the use of the Crossover Easement referenced in Section 2 above and the Alteration Easement set out in this Section 3, except in case of an emergency situation, the Owner desiring to utilize such easement shall give the other affected Owner or Owners at least ten (10) days written notice of the proposed crossover or alteration.

Section 4. Utility Easement. An easement of ingress and egress is hereby granted on all Lots and the Common Areas in favor of any utility company for the purpose of the repair, construction and maintenance of all utility lines; provided, however, no new utility line may be constructed or no existing utility line may be relocated without the approval of the Environmental Control Committee.

Section 5. Blanket Easement. An easement is hereby retained in favor of the Association over the Lots and the Common Area for the construction of a common cable television system, a common sprinkler, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. An entry upon an Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless for the cost of repairing or replacing any portion damaged or destroyed by such Owner, his/her family, his/her guests and invitees. In addition, an overhang easement is granted to any Owner

whose eaves, gutters or similar items overhang a reasonable distance or abut the Lot of another Owner.

### ARTICLE XIII

#### DEVIATIONS

Section 1. The Association may grant approval for deviations from the restrictions provided in Article VIII. Such approval shall require the affirmative vote of two-thirds (2/3) of the members of each class voting at a meeting duly called for this purpose, written notice of which shall be delivered to all members not less than ten (10) days nor more than fifty (50) days before the date of the meeting, setting forth the purposes of the meeting. Deviations from the provisions of Section 5, Section 7 and Section 15 of Article VIII shall require only the approval of the Board of Directors.

### ARTICLE XIV

#### SALES OF LOTS

Section 1. Transmittal of Offer and Association's Option. If any Owner of a Lot (other than Declarant) wishes to sell the same and receives a bona fide offer for the purchase of his Lot which such Owner deems acceptable, such fact shall be transmitted in writing to the Chairman of the Board of Directors of the Association or to Declarant, together with a copy of such offer (which must be a written offer) and the terms thereof. The Owner shall also transmit an affidavit executed by such Owner and duly notarized, attesting that such offer has been made and that the offeror, to the best of such Owner's knowledge is acting in good faith. The Association of Declarant shall have the right to purchase the Lot upon payment in cash of the offered purchase price. Such right is assignable, but in all cases is exercisable only within five (5) days of the receipt of the written notice from the Owner, by written notice to the Owner and the deposit of a matching downpayment or deposit. The full cash sales price shall be paid at closing, which shall take place within thirty (30) days from the date of said notice of the exercise of this Right of First Refusal and if not so closed, then the Owner may accept the bona fide offer. If the Association and Declarant shall both wish to exercise such option, only Declarant may consummate the proposed sale unless the Declarant shall waive such right in writing. In the event the Association or Declarant fails to exercise its option within such ten (10) day period, such Owner shall have the right to sell his Lot to the person making such offer and on the terms and conditions therein set forth.

Provided however, that if any Owner who desires to sell his Lot shall give written notice to the Association of his intention to offer such Lot for sale at least five (5) working days prior to the offering of the Lot for sale, such Owner shall not be bound by the right of the first refusal set out above nor shall the Association continue to have such right unless the Association, within five (5) working days from date of receipt of such notice, gives the Owner written notice that the Association does not desire to waive its right of first refusal privileges. For purposes of clarity, the purpose of this paragraph is intended to create a procedure whereby the Association may waive its right of first refusal prior to an Owner's actually putting his property on the market for sale.

Section 2. Mortgages. This Article shall not affect the right of an Owner to subject his Lot to a deed of trust, mortgage or other security interest, nor shall this Article be applicable to the foreclosure by the mortgage under a Deed of Trust.

Section 3. Waiver. The failure or refusal of the Association, the Declarant or the party to who either's rights under this Article have been assigned to exercise its right to so purchase shall not be deemed a waiver of such right when an Owner receives any subsequent bona fide offer from a prospective purchaser.

## ARTICLE XV

### GENERAL PROVISIONS

Section 1. Enforcement. The restrictions herein set forth shall run with the land and bind the Declarant and the present Owners except as otherwise provided, their heirs, administrators, successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Owner of said land, its or their heirs, personal representatives, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any person except with respect to breaches committed during his/her ownership of title to his/her Lot. No action for enforcement of these covenants may be commenced until the procedure specified in Article IX, Section 2 or Section 3 as appropriate, has been completed. Afterwards, the Association, or any Owner, shall have the right, if any such, dispute is not resolved by arbitration, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this

Declaration. Failure of any Owner or Owners or the Association to enforce any of the restrictions herein set forth shall in no event be deemed a waiver of the right to do so or to enforce other restrictions.

Section 2. Invalidation. The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Right to Assign. The Declarant may, by appropriate instrument, assign or convey to any person any or all of the rights, reservations, easements, and privileges herein reserved by the Declarant, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in this instrument.

Section 4. Duration and Amendment. All of the restrictions set forth herein shall continue and be binding for a period of thirty (30) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the Owners of three-fourths (3/4) of the Lots may, at the end of such thirty (30) year term or at the end of any successive ten (10) year period thereafter, by a written instrument signed by all of such persons, vacate or modify all or any part of this Declaration. During the initial thirty (30) year period a vacation or modification hereof shall be effective if a written instrument be signed by ninety percent (90%) of the Owners of the Lots. Any such vacation or modification shall be filed of record in the Travis County Deed Records promptly when executed. In order for any such amendment to be effective as to the holder of any lien on any Lot, such amendment must be executed by at least seventy-five percent (75%) of the holders of first liens (based upon one vote for each Lot so mortgaged).

Section 5. Notices. All notices given or required to be given by the Association to its members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the member at his/her address as it appears on the books of the Association, and shall be deemed given when mailed.

Section 6. FHA/VA Provisions. If Declarant shall decide that the Lots should have available permanent loans insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following provisions shall apply, notwithstanding anything herein to the contrary:

- (a) As long s there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration: annexation of additional Properties, dedication of Common Area, and amendment of this Declaration.
- (b) Declarant may, by appropriate instrument recorded in the Deed Records of Travis County, Texas, amend this Declaration to conform to the requirements specified by the Federal Housing Administration or Veterans' Administration for approval as a loan-guaranty project.

Section 7. Diminution or Abatement. No assessment of any character in this Declaration provided for may be abated or diminished, nor shall such abatement be allowed or claimed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 8. Annexation of Additional Properties. Additional land may be annexed hereto by the Declarant without the consent of the Association or any of the members thereof not later than December 31, 1985, provided, that such annexation is in accord with the general plan heretofore approved by them or as set forth herein. When so annexed, any and all such additional land shall be subject to all of the provisions hereof as though originally included herein and shall be subject to the jurisdiction of the Association.

For purposes of clarity, at the time of the execution of this Restated Declaration, only the properties described in the attached Exhibit "B" are part of the general plan heretofore approved by all concerned parties; and it is this additional land, subject to minor variances of land areas or survey calls, that may be annexed without the consent of the Association or its members as set out above.

Section 9. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from any assessment provided for herein.

#### ARTICLE XVI

#### COMMERCIAL LOTS—SPECAIL PROVISIONS

Section 1. Definition of Commercial Lots. "Commercial Lot" shall mean and refer to Lots 125 and 126, Block "B", and Lot 1, Block "E" as shown on the

Subdivision Plat for Lakewood I, but if Declarant legally replats said Lot(s) or any part thereof for use as single family residences, then said Lot(s) or any replacement part thereof shall remain a "Lot" as defined in Article I above and shall remain subject to all provisions of this Restated Declaration of Covenants, Conditions and Restrictions.

Section 2. Planned Unit Development -- Concept of Commercial Lot. "Commercial Lot", as explained above, may be used for duplexes, apartment houses, shopping centers, office buildings, hotels, restaurants, bars, theaters, and like uses. The inclusion of Lots within the Planned Unit Development which are designated for the above mentioned uses is part of the concept of a Planned Unit Development for a total community within the subdivision. It is therefore the intention of Declarant that, as these Lots are brought within the Planned Unit Development, they be subject to this Declaration except as specifically excluded below; and that there also be special restrictions applicable to the Commercial Lots only as more fully set out below in Section 3. Commercial Lots shall be subject to all the provisions contained in this Restated Declaration of Covenants, Conditions and Restrictions except the following:

- (1) Article III -- Membership and Voting Rights;
- (2) Article IV -- Covenants for Maintenance Assessments—except as provided below;
- (3) Article X -- Fire and Extended Coverage Insurance;
- (4) Article XIV -- Sale of Lots.

Section 3. Covenants, Conditions and Restrictions Applicable to the Commercial Lots Only.

A. Use Limitation. No Commercial Lot may be used for any purpose other than that use or purpose for which it has been zoned or for which it was designed in the plat or for which there has been a permit granted.

B. Construction of Improvements. All initial improvements erected on Commercial Lots shall be subject to the approval of the Declarant. Except as provided in the preceding sentence, all provisions of this Restated Declaration of Covenants, Conditions and Restrictions applicable to the Environmental Control Committee shall be equally applicable to all Lots designated as Commercial.

C. Special Assessments. Although the Commercial Lot Owners are not subject to covenants for maintenance assessments as forth in Article IV, contained herein, Commercial Lot Owners will be subject to "special assessments", as set forth herein in Section 4 of Article IV and Section 4 of Article IX.

D. Signs. Signs utilized by Commercial L.O. Owners shall be subject to advance written approval of the Declarant prior to the later of the expiration of Declarant's status as Temporary Administrator under Article I Section 2, above or the conversion of Class B membership into Class A membership as set forth in Article III, Section 2, above.

Thereafter, the Board of Directors of the Lakewood Homeowner's Association must give advance written approval for signs and for all alterations in signs.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12 day of October, 1979.

FIRST SERVICE CORPORATION OF AUSTIN, TEXAS

(CORPORATE SEAL)

ATTEST:

By Alfred Staehely  
Alfred Staehely - Loan Officer

Cynthia Gregory  
Assistant Secretary - Cynthia Gregory

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alfred Staehely, Loan Officer of First Service Corporation of Austin, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12 day of October, 1979.

NOTARY SEAL

Marilynn Mathis  
Notary Public, Travis County, Texas  
My Commission Expires \_\_\_\_\_  
MARILYNN MATHIS  
My Commission Expires  
08-28-81

## FIELD NOTES

48.914 acres

2-13-4329-f

## LAKWOOD SECTION ONE

Field notes for 48.914 acres of land out of and being a portion of that certain tract of land known as 45.76 acres of land out of the Robert Foster Survey No. 43 and the M. D. Williams Survey No. 49 as recorded in Vol. 4373, Page 386 of the Deed Records of Travis County Texas, and also being a portion of that certain tract of land known as 75.7 acres of land out of the M. D. Williams Survey No. 49 and the Wm. Bell Survey No. 44, and the Robert Foster Survey as recorded in Vol. 4373, Page 384 of the Deed Records of Travis County Texas.

Beginning at a 60-d-nail found at the most southerly Southeast corner of the above mentioned 45.76 acres of land, said point being also the Northeast corner of the Richard L. Matz tract of land as recorded in Vol. 3656, Page 1539 of the Deed Records of Travis County Texas, same being also in the West R.O.W. of Loop 360 for the most southerly Southeast corner hereof.

Thence with the North line of the Richard L. Matz tract of land, same being also the South line of the herein described tract of land N 60 deg. 11' 30" W for a distance of 937.56 feet to an iron Pin Set for the Southwest corner hereof.

Thence with the West line of the herein described tract of land the following courses:

N 30 deg. 37' 45" E for a distance of 248.74 feet to an Iron Pin Set  
 N 64 deg. 21' E for a distance of 243.05 feet to an Iron Pin Set,  
 Said point being also a point of curve to the right whose subchord bears N 8 deg. 18' 15" W for a distance of 152.43 feet arc distance of 152.90 feet central angle of 15 deg. 31' 45" radius of 564.16 to a point of compound curve to the right.

Thence along said curve to the right whose longchord bears N 27 deg. 05' E for a distance of 217.95 feet, arc distance of 225.66 feet central angle of 55 deg. 15' radius of 235.06 feet to an Iron Pin Set for a point of tangency.

N 54 deg. 47' 30" E for a distance of 48.61 feet to an Iron Pin Set  
 N 60 deg. 11' 30" W for a distance of 451.00 feet to an Iron Pin Set  
 N 26 deg. 22' E for a distance of 305.77 feet to an Iron Pin Set  
 S 53 deg. 38' E for a distance of 151.54 feet to an Iron Pin Set  
 N 71 deg. 22' E for a distance of 190.00 feet to an Iron Pin Set  
 Said point being also a point of curve to the right whose subchord bears N 2 deg. 28' 30" E for a distance of 89.95 feet, arc distance of 90.12 feet, central angle of 12 deg. 09', radius of 424.93 feet, to an Iron Pin set for a point of tangency  
 N 08 deg. 33' E for a distance of 262.15 feet to an Iron Pin Set  
 S 81 deg. 27' E for a distance of 64.00 feet to an Iron Pin Set  
 N 08 deg. 33' E for a distance of 103.28 feet to an Iron Pin Set,  
 for the most Northly Northwest corner

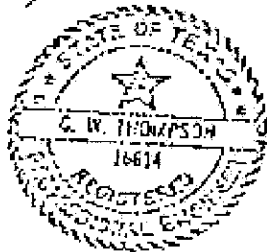
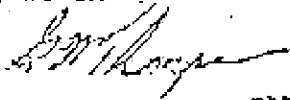
Thence with the North line of the herein described tract of land for a distance of 294.86 feet to an Iron Pin Set.

Thence due South for a distance of 150.00 feet to an Iron Pin Set  
 Thence S 83 deg 32' 33" E for a distance of 659.45 feet to the most easterly corner of said Section 1 in the east line of said 75.7 acre tract and the West line of Section 3 Lakewood Park Addition (Vol 17, Page 23).

Thence with the East line of the herein described tract of  
land S 07 deg. 35' W for a distance of 718.41 feet to an Iron Pin Found  
Thence S 82 deg. 25' E. for a distance of 170.00 feet to an Iron  
Pin Found  
Thence S 07 deg. 35' W for a distance of 294.58 feet to an Iron  
Pin Found  
Thence S 15 deg. 08' W for a distance of 92.56 feet to an Iron  
Pin Found in the West R.O.W. line  
of Loop 360  
Thence with the West R.O.W. of Loop 360 S 46 deg. 42' W for a  
distance of 178.05 feet to an Iron  
Pin Found  
Thence S 46 deg. 43' W for a distance of 887.59 feet to an Iron  
Pin Found  
Thence S 37 deg. 42' W for a distance of 26.25 feet to the Place  
of Beginning and containing 48.914  
acres of land more or less

As Prepared By:

G. W. Thompson



## FIELD NOTES

2-13-4329-C

114.162 ACRES

Field notes for 114.162 acres out of and a part of a 163.076 acre tract recorded as follows; 45.76 acres out of the Robert Foster Survey No. 43 and M. D. Williams Survey No. 49, recorded in Vol. 4373, Page 386, 41.616 acres out of M.D. Williams Survey No. 49 and William Bell Survey No. 44 recorded in Vol. 4587, Page 629, and 75.7 acres out of M. D. Williams Survey No. 49, William Bell Survey No. 44, and the Robert Foster Survey No. 43, recorded in Vol. 4373, Page 384 of Travis County Deed Records, Travis County, Texas and being more particularly described as follows:

Beginning at the most westernly corner of Sec. 1, Lakewood Addition (Recorded in Plat Book 75, Page 115 Travis County Plat Records) in the southwest line of said 45.76 acre tract

Thence with the boundary of Section 1, Lakewood Addition the following courses:

N 30 deg. 37' 45" E for a distance of 248.74 feet to an Iron Pin Set  
N 64 deg. 21' E for a distance of 243.05 feet to an Iron Pin Set.

Said point being also a point of curve to the right whose subchord bears N 08 deg. 18' 15" W for a distance of 152.43 feet arc distance of 152.50 feet central angle of 15 deg. 31' 45", radius of 564.16, to a point of compound curve to the right.

Thence along said curve to the right whose longchord bears N 27 deg. 05' E for a distance of 217.95 feet, arc distance of 226.66 feet central angle of 55 deg. 15' radius of 235.06 feet to an Iron Pin Set for a Point of tangency.

N 54 deg. 42' 30" E for a distance of 48.61 feet to an Iron Pin Set

N 66 deg. 11' 30" W for a distance of 451.00 feet to an Iron Pin Set

N 26 deg. 22' E for a distance of 305.77 feet to an Iron Pin Set

S 63 deg. 38' E for a distance of 151.54 feet to an Iron Pin Set

N 71 deg. 22' E for a distance of 190.00 feet to an Iron Pin Set

Said point being also a point of curve to the right whose subchord bears N 2 deg. 28' 30" E for a distance of 89.95 feet, arc distance of 90.12 feet, central angle of 12 deg. 09', radius of 424.93 feet, to an Iron Pin set for a point of tangency

N 08 deg. 33' E for a distance of 262.15 feet to an Iron Pin Set

S 81 deg. 27' E for a distance of 64.00 feet to an Iron Pin Set

N 08 deg. 33' E for a distance of 103.78 feet to an Iron Pin Set,  
for the most Northly Northwest corner

Thence with the North line of the herein described tract of land for a distance of 294.86 feet to an Iron Pin Set.

Thence due South for a distance of 150.00 feet to an Iron Pin Set

Thence S 63 deg. 32' 30" E for a distance of 659.45 feet to the most easternly corner of said Section 1 in the east line of said 75.7 acre tract and the West line of Section 3 Lakewood Park Addition (Vol. 17, Page 33)

Thence N 07 deg. 35' E for a distance of 281.59 feet to the North West Corner of said Section 3 and the corner of Section 4 Lakewood Park (Vol. 19, Page 24)

Thence with the common line of said 75.7 acre tract and said Section 4 the following 5 courses.

N 67 deg. 35' E for a distance of 129.88 feet to an Iron Pin

N 67 deg. 52' W for a distance of 190.44 feet to an Iron Pin

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FIELD NOTES

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N 57 deg. 27' W for a distance of 65.23 feet to an Iron Pin  
N 09 deg. 27' E for a distance of 135.42 feet to an Iron Pin  
N 65 deg. 02' W for a distance of 168.96 feet to an Iron Pin

Thence with the common line of said 41.616 acre tract and said Section 4 the following 7 courses

N 13 deg. 50' E for a distance of 818.08 feet to and Iron Pin  
N 57 deg. 41' W for a distance of 67.00 feet to an Iron Pin  
N 65 deg. 31' W for a distance of 89.93; the chord of a curve having a central angle of 25 deg. 40', radius of 330.00 feet, to an Iron Pin  
N 30 deg. 46' W for a distance of 22.14 feet; the chord of a curve having a central angle of 85 deg. 11', radius of 16.32 feet, to an Iron Pin  
N 11 deg. 50' E for a distance of 155.10 feet to an Iron Pin  
S 78 deg. 10' E for a distance of 92.16 feet to an Iron Pin  
S 57 deg. 41' E for a distance of 402.33, the most northerly corner of Lot 22, Block "C", for an Iron Pin

Thence N 83 deg. 53' E for a distance of 125.98 to a point in a creek

Thence with the meanders of said creek and the boundary of said 41.616 acre tract the following 6 courses

N 60 deg. 45' W for a distance of 170.00 feet to an Iron Pin  
N 41 deg. 00' E for a distance of 100.00 feet to an Iron Pin  
N 63 deg. 00' E for a distance of 62.00 feet to an Iron Pin  
N 19 deg. 30' E for a distance of 93.00 feet to an Iron Pin  
N 11 deg. 30' W for a distance of 109.00 feet to an Iron Pin  
N 33 deg. 00' W for a distance of 207.00 feet to a point in a fence line.

Thence N 59 deg. 52' 29" W for a distance of 1064.57 feet to an Iron Pin at the north corner of said 41.616 acre tract

Thence S 30 deg. 09' 39" W 1488.52 feet to an Iron Pin at the west corner of said 41.616 acre tract and the north corner of said 75.7 acre tract

Thence S 30 deg. 39' W for a distance of 1599.43 feet to the west corner of said 75.7 acre tract and the north corner of said 45.76 acre tract

Thence with the Northwest boundary of said 45.76 acre tract the following 3 courses

S 29 deg. 10' W for a distance of 97.18 feet to an Iron Pin  
S 30 deg. 36' W for a distance of 180.45 feet to an Iron Pin  
S 30 deg. 45' W for a distance of 603.48 feet to an Iron Pin at the West corner of said 45.76 acre tract

Thence S 60 deg. 12' E for a distance of 1209.81 feet to the Place of Beginning and containing 116.162 acres.

FILED

OCT 12 4 15 PM '78

*Chris Thompson*

COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that the foregoing was filed in the public records of the County of Travis, Texas, on the 12th day of October, 1978, at 4:15 PM, and was duly recorded in the Volume and Page of the Public Records of Travis County, Texas, as shown by the following: /

OCT 12 1978



*Chris Thompson*

COUNTY CLERK  
TRAVIS COUNTY, TEXAS

