

RESTRICTIVE COVENANTS  
TO  
Holly Oaks Landing

A Subdivision of The City Of Morgan's Point Resort, Bell County, Texas

STATE OF TEXAS  
COUNTY OF BELL

First Omega Partners, Ltd. a Texas Limited Partnership with its offices and principal place of business in Temple, Bell County, Texas, is the sole owner and developer of 18.0000 acres of land in The City Of Morgan's Point Resort, Bell County, Texas, as described in field notes of Robert S. Love, Surveyor, attached hereto marked Exhibit A and incorporated herein by reference for all pertinent purposes.

That the 18.0000 acres of land owned by First Omega Partners, Ltd., which land is described in Exhibit A, attached hereto, and which 18.0000 acres described in Exhibit A contains the blocks and lots of Holly Oaks Landing, a subdivision of The City Of Morgan's Point Resort, Bell County, Texas as listed in paragraph 6, below.

That the developer, First Omega Partners, Ltd., does further make and impose the following restrictions, covenants and limitations on the use of the land, lots and streets of Holly Oaks Landing subdivision, which will be covenants running with the land;

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

a. **Purpose.** The Committee will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within Holly Oaks Landing, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.

b. **Review.** No improvements may be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, must have first been submitted to and approved in writing by the Committee. Submittal plans & Specifications, as approved, will be retained by the Committee.

c. **Procedure.** The Committee will approve or disapprove all plans and requests within thirty (30) days after receipt. Should the Committee not take action within thirty (30) days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the committee on routine matters.

d. **Records.** The Committee will maintain written record of all plans and requests received, and action taken.

e. **Members.** The Committee will consist of not more than three (3) members. John C. Howe will serve as member and Chairman. The Chairman, his successor or assigns, will appoint committee members as needed, and has authority to remove any member (with or without cause). Committee members will not be compensated for services performed pursuant to this covenant.

f. **Modification.** The Committee has the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement. The Committee may also waive or modify any other covenants herein

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when deemed not to impair or detract from the high quality of this subdivision. Such additional modifications will be by written instrument, properly filed in the Bell County deed records. The Developer has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within the subdivision, or any interest therein, for so long as Developer owns a lot within the subdivision for development purposes, for any reason. Notwithstanding the foregoing, Developer has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within the subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such as 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 the VA.

g. **Transfer of Architectural Control and monitoring of Covenants.** After completion of construction of all homes within the Holly Oaks Landing development is complete, a simple majority of the property owners may elect to have the homeowners' association assume the responsibility of monitoring and enforcing property owner compliance with these Covenants, or may petition the City of Morgan's Point Resort to assume such responsibility.

h. **Liability.** Committee members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Holly Oaks Landing, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

2. **Lot Use:** No lot or any part thereof will be used in any manor except for single-family residential purposes.

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

4. **LIVING AREA:** No residence or dwelling unit may be erected upon any lot or subdivision thereof, as permitted herein, which contains fewer **SQUARE FEET OF "LIVING" FLOOR AREA** (excluding the basement, the garage whether attached or detached, breezeways, porches and balconies whether enclosed or not) than required in paragraph 5 below, except as may be authorized by the Architectural Control Committee as authorized in this Paragraph 4.

This regulation does not prevent construction of detached garages or other out buildings where the main building conforms to the area square footage as herein required and out building exterior finishes are the same (and same proportion) as the main residential building.

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

The Committee has the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement.

5. **EXTERIOR WALL MASONRY:** Construction of [new] buildings and improvements only will be allowed and is limited to structures with **FIRST FLOOR MASONRY EXTERIOR VENEER OF NOT LESS THAN INDICATED BELOW**, except as may be authorized by the Building Control Board per Paragraph 3:

| Holly Oaks Landing     | Minimum<br>Living Area SF | Minimum<br>Masonry % |
|------------------------|---------------------------|----------------------|
| Block 01, Lots 01 - 26 | 1,650                     | 75.0                 |
| Block 02, Lots 01 - 03 | 1,500                     | 75.0                 |

6. **BUILDING SET-BACK:** No building or any part thereof, such as a porch, landing, etc., may be located on any lot nearer to the front property line than the minimum building setback lines shown on the recorded subdivision plat (or any recorded replat).

a. Notwithstanding the foregoing, no building may be located on any lot nearer than (25 feet) to the front lot line or nearer than (15 feet) to any side street lot line, or nearer than (5 feet) to any interior side lot line.

b. No dwelling may be located on any interior lot nearer than (10 feet) to the rear lot line.

7. **FUTURE REMODELING OR REBUILDING:** All covenants contained herein apply to future remodeling or additions to buildings, and to rebuilding in case of total or partial destruction of any existing structure.

8. **NOXIOUS OR OFFENSIVE ACTIVITIES:** Noxious or offensive activities may not be carried out upon any lot; nor may anything be done thereon which may be or may become an annoyance or nuisance to the residents of the neighborhood.

9. **PARKING:** All overnight parking (including extended periods during the day), of resident vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages. Motor vehicles may not be parked in yards when visible to a street or another lot.

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

10. **VEHICLES, RESTRICTED:** No vehicle with tonnage in excess of three-fourths (3/4) ton, camper, trailer, mobile home, motor home, or boat is permitted to be parked overnight or for extended periods during the day in, on or about the streets and alleys of said subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from view.

11. **HAZARDOUS CARGO:** No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of said subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the subdivision for treatment visits only and may NOT remain overnight or for extended periods during the day, except when parked in enclosed garages.

12. **ANIMALS:** No animals of any kind may be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. A maximum of two (2) dogs and two (2) cats per lot will be permitted. All pets must be kept in a fenced yard and on leash when walking.

13. **FENCES:** No fence may be constructed or allowed to remain in front of the [front] minimum building setback line. All fences which are visible from a public street must be privacy type fences, composed of wood and/or masonry, and may not exceed six feet (6') in height.

14. **GARBAGE/RUBBISH:** Garbage, Trash or Rubbish and other waste materials must be kept only in containers as specified by city ordinance. Containers must be kept clean and sanitary, and must be stored away from front yards except on "collection day" after which they must be promptly returned to the storage location.

15. **SIGNS AND POSTERS:** No sign or poster of any kind is allowed on any lot of said subdivision except one sign, no more than four (4) square feet in area, advertising the property for sale or rent or signs used by building or remodeling contractor's during construction or remodeling activities. Community Entrance or Developer signs are permitted.

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

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

18. **YARD AND LOT MAINTENANCE:** Initial lawn and landscaping for each new home, must be installed within 14 days after completion of home construction. Lot owners or occupants must maintain yards at all times. Grass and landscaping must be trimmed regularly in an attractive manner, free of weeds and overgrowth.

19. **HOLIDAY OR SPECIAL EVENT DECORATIONS:** Property owner's are encouraged to tastefully decorate homes and yards for holiday's, such as Halloween and Christmas. Such decoration, including home and yard lighting, must be removed timely and may not remain for extended periods of time.

20. **ANTENNA & ANTENNA TOWERS:** No Radio, Television or other type antenna, transmitting or receiving structure is permitted in front or side yards. Such structures are limited to fifteen (15') feet maximum height, in the rear yard only, or when roof mounted, may not exceed the highest point of the house roof. Use of such structures is limited to activities which do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots.

21. **ATHLETIC FACILITIES:** Basketball goals, or backboards, children's swing/slide apparatus or any other similar sporting equipment (permanent or temporary) may not be placed in front yards or side yards of corner lots.

22. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except for those improvements for which a public authority, home owner's association or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across easements is permitted.

There are hereby created (3' foot) wide easements for drainage purposes on both sides of each side and rear lot line of each and every lot in this subdivision.

23. **TERM OF COVENANTS:** The covenants, restrictions, conditions, and limitations set forth herein, are covenants running with the title of the above-described tract and every subdivision thereof, until ten (10) years after the filing date of these covenants, after which ~~these covenants, restrictions, limitations, and conditions will automatically extend for successive ten (10) year periods.~~ Said covenants, restrictions, limitations and conditions may be modified (in whole or in part) after the initial (10) year period through proper filing of instruments executed by 70% of the subdivision/lot owners. Covenant modification may not increase vacant lot use restrictions without respective vacant lot owner consent.

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

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

26. **CITY REGULATIONS:** These restrictions, covenants, conditions and limitations are minimum requirements. City zoning, building or other regulations (lawfully in force or hereafter adopted), may impose more restrictive property use limitations.

27. **Holly Oaks Homeowners' Association:** Every record owner of a fee interest in a lot, whether one or more persons or entities, located in Holly Oaks Landing a subdivision in The City Of Morgan's Point Resort Bell County, Texas, must be a member of the Holly Oaks Homeowners' Association, and is subject to (a) the Articles of Incorporation, (b) the Bylaws, and (c) the "Declaration of Covenants, Conditions and Restrictions for Holly Oaks Homeowners' Association" (Volume , Page ), of the Official Public Records of Real Property of Bell County, Texas. The members of the Association will also have the authority to administer and enforce the covenants, conditions and restrictions contained in this document and the above named Declaration.

EXECUTED this 3rd day of November, 2000.

DEVELOPER: First Omega Partners, Ltd., By: Omega Enterprises, Inc.

By James I. Howe  
James I. Howe, Vice President.

THE STATE OF TEXAS  
COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James I. Howe, Vice President of Omega Enterprises, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

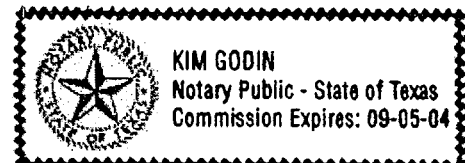
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November, 2000.

Kim Godin  
Notary Public in and for Bell County, Texas

RETURN TO: First Omega Partners, Ltd.  
B 1908, Temple, Texas 76503-1908

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