

RESTRICTIVE COVENANTS OF THE LAKES OF CREEKWOOD

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

RESTRICTIVE COVENANTS FOR THE LAKES OF CREEKWOOD, Addition to the City of Mansfield, Tarrant County, Texas, as amended.

A. COVENANT

1. KNOW ALL MEN BY THESE PRESENTS, that M.R. Development, Inc., ("Owner") is the owner of the real property set forth on the attached Exhibit "A", herein referred to as the "Property" in the above-described real estate subdivision. Owner does hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of all the Property, which includes lots located in THE LAKES OF CREEKWOOD as recorded in the Real Property Records of Tarrant County, Texas.

2. These restrictions are for the benefit of and shall inure to each and every property owner of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots located in THE LAKES OF CREEKWOOD violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event any owner of one or more lots or THE LAKES OF CREEKWOOD as described herein, may institute legal proceedings to enjoin, abate and/or correct such violation and/or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions shall pay all attorneys' fees to be fixed by the Court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute.

3. Invalidation of any aspect of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

4. These covenants and restrictions shall run with and bind the land subject thereto for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the owners of the subject lots has been recorded, agreeing to change said covenants and restrictions either in whole or in part.

5. Notwithstanding any provision to the contrary, these restrictions, covenants and conditions may be amended prior to the expiration of the initial thirty year term hereof by the recording of an instrument in the office of the County Clerk of Tarrant County containing such amendment(s) signed by the then owners of record of at least two-thirds of the restricted lots in the aforementioned subdivisions.

6. Enforcement of these restrictions, covenants and conditions shall be by a proceeding by law or in equity against any person or persons violating or attempting to violate any of the restrictions, covenants and conditions either to enjoin, restrain or cease violation or to recover any and all damages available at law or in equity.

B. USAGE

1. Each lot is hereby designated for use solely as a site for construction of one single-family detached dwelling and may not be occupied unless it meets all requirements of these covenants.

2. All houses and structures permitted shall be completed within twelve (12) months, once construction is started. No structure shall be occupied unless and until the improvements are properly connected to a public utility system and receive a certificate of occupancy from the City of Mansfield.

3. Other than the usual and ordinary household pets, each lot will be entitled to no more three cats and two dogs. No commercial breeding of livestock or domesticated pets will be allowed. Household pets may be kept on any lot when a residence is constructed and occupied thereon. No livestock shall be permitted on any lot.

4. The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property is permitted, provided it does not exceed three by five (3X5) feet.

5. Engaging in a trade or business is prohibited as is also is any activity which may become an annoyance or nuisance to the neighborhood. Home offices are permitted provided that no third party customers, clients and or invitees are not regularly present on the property.

6. Grass, weeds and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, an Owner of a lot or the Association may, at its option, have the grass, weeds and vegetation cut when, and as often as necessary in its judgment and the owner of the property shall be obligated to reimburse it for costs of such work, and the claim for such reimbursement will constitute a lawful lien against the lot when properly filed with the County Clerk.

7. All trash, ashes, residue, and garbage must be collected in suitable covered containers and moved from the lot regularly by an authorized garbage service licensee, to which

service each lot owner herein shall subscribe. No trash, ashes or other residue may be thrown or dumped on any lot in this addition, or allowed to remain thereon.

8. Specifically excepted from the provisions of this section are activities by the developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by him are completed.

C. ARCHITECTURAL STANDARDS

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building sites or lots than existed in the original platting of said combined lots.

2. No structure shall exceed (except by Architectural Control Committee approval and the approval of the Association) two (2) stories in height.

3. Every residence must meet all applicable requirements established by City of Mansfield and any alteration or addition to any residence must meet these same requirements. All residences shall be substantially constructed in compliance with the Uniform Building Code, Uniform Fire Code and Uniform Plumbing Code.

4. The dwellings constructed on the Property shall conform to the following minimum square footage requirements for the living area of such dwelling:

The living area of the main structure, exclusive of open porches and garage shall not be less than 2350 square feet, private garage attached or detached for not more than four cars, two car minimum, no front entry garages. Exceptions may be made by the Architectural Control Committee for front entry garages that are set back.

5. The exterior walls of each house shall be 85% masonry, stone or brick construction. All two (2) story homes shall be 100% masonry, stone or brick on the first floor or living area and all exterior fireplaces shall be 100% masonry, stone or brick construction unless a variance is specifically approved in writing by the Architectural Control Committee and the Association. Concrete fiber board products are not to be considered as masonry products in this subdivision.

6. Boundary fences shall be of masonry, hedge or substantially constructed wood fences, no more than 8 ft. in height, unless approved by the Architectural Control Committee. All lots adjacent to lakes and common areas shall have substantially constructed iron fences with brick columns at the rear property line. All other types of fencing shall be subject to approval by the Architectural Control Committee.

7. All residences and dwellings will face the front line of the lot and shall not protrude forward of the front building lines as set forth on the dedicated plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 5 feet on

each side lot line except those lots being on corners in which event no structure shall be nearer to the side street than 15ft. For the purpose of these covenants, eaves, and steps shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Side and rear building lines shall meet the requirements of the City of Mansfield subject to approval by the Architectural Control Committee and the Association.

8. New structures only shall be erected on and permitted to remain in the addition. No structures may be moved into the addition. The erection, construction, placement and maintenance of any barn, outbuilding, storage shed, work shed or similar structure, except greenhouses must correspond in style and architecture to the residence to which it is pertained and shall be of the same materials, both walls and roof, as such residence, if it can be seen by the street and must be approved by the Architectural Control Committee. No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and plot plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of construction and materials, harmony of exterior design with existing structures and as to be the location with respect to topography and finished grade elevation.

9. No mobile homes or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements.

10. Roofs shall be covered in 240 pound laminated shingles or better grade composition. No roof pitch shall be less than eight to twelve (8-12) excluding patio or shed type roofs.

11. No boats, RVs, trailers and/or campers shall be parked in the open, as to be seen from the street, or any other residential lot. All boats, RVs, trailers and/or campers must be stored in a garage or carport so that the doors of such storage facility may be fully closed or if in a carport, such vehicle shall not extend beyond the edges of such carport so as to be seen from the street.

12. No radio or TV antennas, aerial wires, chimneys, flag poles, etc., shall be erected or maintained on any residential lot that extends higher than ten feet above the roof of the house on said lot. Satellite dishes of 18" or less may be mounted to the dwelling. No CB or citizen's band antennas and/or towers will be permitted within the subdivision without prior approval of the Architectural Control Committee and/or the Homeowner's Association. Any other satellite dishes, mounted or otherwise, shall be concealed and/or covered so as not to be seen from the street.

13. All garage doors and entries must be side or rear entries to the structure constructed on the lots, for not more than four cars, two-car minimum. Exceptions may be made by the Architectural Control Committee for front entry garages that are set back.

14. All car, machine, boat or RV maintenance shall not be conducted in front of the residence and/or in the driveway of the residence and shall be conducted behind the front fence line.
15. All front yards must be sodded solid with appropriate grass and shrubbery within 30 days from the closing of the property.
16. Each lot and homeowner of record must be a member of the Association formed in conjunction with the placement of the foregoing restrictions on the property. Each homeowner recognizes that, along with being a member of this Association, annual dues as well as assessments can be made from time to time. The initial fee to be paid at closing on each lot will be \$200.00 which shall be used for the establishment of the Association. Beginning June 1, 2000, each homeowner shall be required to pay to the Association annual dues of \$200.00 per year for the maintenance and upkeep of the subdivision and shared amenities throughout the subdivision. Each homeowner hereby recognizes the Association's right to place a lien on their house if the dues and/or any assessments are not paid. The mechanism for increasing the annual dues is set forth in and governed by the Bylaws of the Lakes of Creekwood Homeowners Association, Inc.
17. No above ground swimming pools shall be permitted on any lot. Spas or hot tubs will be allowed to be installed above ground.
18. No air conditioning apparatus shall be installed on the ground in front of a dwelling. No air conditioning apparatus shall be attached to any front wall or window of a dwelling. No evaporative cooler shall be installed on the front wall or window of a dwelling.
19. Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight on the streets, driveways, or otherwise within this Addition at any time, except those as utilized by the builder during the construction of the dwellings.
20. All mailboxes shall be of brick, masonry, or stone construction.
21. No drying of clothing out of doors, no clothes lines of any kind suitable for the drying of clothes shall be permitted.

D. ARCHITECTURAL CONTROL

1. No structure shall be erected, placed or altered on any lot until the construction plans specifications and a plot plat showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to the location with respect to topography and finished grade elevation. A full set of plans will be left with the Architectural Control Committee while any building is under construction.

2. The Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee fails to approve or disapprove plans in thirty (30) days after submission the plans shall be deemed to be rejected. Plans rejected because of inaction may be resubmitted without amendment at any time.

3. The Architectural Control Committee shall be composed of one member from each respective builder, Silver Nail Custom Homes, Craig Morrison Custom Homes, Lynn Johnson Custom Homes, and Jones Custom Building. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The Committee shall keep no less than three (3) active members at all times. Neither the members of the Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Should the committee fail to have active members, for any reason, the homeowners association may appoint a committee to fulfill the obligations of the committee. The members appointed by the Association shall serve a term as designated by the association and may be removed by the Association at any time and for any reason.

A judgement by the committee may be appealed to the Board by filing a notice thereof with the Secretary of the Board at least fifteen (15) days in advance of a regularly scheduled meeting of the Board. Except that decisions made with respect to new construction on a vacant Lot may not be appealed to the Board. The Architectural Control Committee shall be governed by the Restrictions and these Bylaws.

This committee may appoint a subcommittee composed of members outside the committee to be responsible for approving or disapproving the design, location, details, color, texture, materials and specifications of all construction, landscaping and tree removal as they relate to additions or modifications of buildings or Lots.

E. HOMEOWNER'S ASSOCIATION

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

2. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any Member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on the property.

3. Developer will convey the legal title to the Common Property of each phase to the Association within a reasonable period of time after the substantial completion of each phase.

4. The Common Property shall consist of all fencing around the perimeter of The Property, including sidewalks within THE LAKES OF CREEKWOOD. The design, materials, landscaping, and construction of the Common Property shall be determined by Developer.

5. All original and subsequent homeowners hereby covenant and agree that each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such semi-annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' 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. Each purchaser of a Lot shall be obligated to pay at the closing of such Lot, the prorated assessments for that annual period.

6. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Property, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property and of the homes situated upon The Property, including, but not limited to, the payment of taxes and insurance on, and repair, replacement and additions to, and for the cost of labor, equipment, materials, management and supervision of the Common Property.

7. Each builder shall be assessed a \$200.00 fee for each and every Lot taken down or purchased or purchased from developer. At the initial closing of each Lot from the builder to the original homeowner, the homeowner shall pay a \$200.00 assessment payable to the Lakes of Creekwood. Annual assessments shall begin on the first day of June following the initial conveyance of any Lot by the Developer, and the annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate. The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment. Lots owned by the developer are not subject to dues until June 1, 2005.

8. In addition to the annual assessments authorized by Paragraph 5 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 60 percent of the votes of the Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all

Members not less than fifteen (15) days nor more than thirty (30) days in advance setting forth the purpose of the meeting.

9. From and after July 1, 2000, the maximum annual assessment may be increased effective January 1 of each year by the Board of Directors.

10. The annual assessments provided for herein shall become due and payable on the 1st day of June of each year commencing June 1, 2000 and the due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Board of Directors may, at its option, change the annual assessments to a semi-annual or monthly assessment and determine the due date thereof.


11. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of The Property and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The Board may make a reasonable charge for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

12. The Owner of each Lot agrees to be bound by the terms of the Restrictions and the Bylaws of the Association, as same may be amended from time to time.

EXECUTED on this the 13th day of January, 1999.

THE LAKES OF CREEKWOOD, L.P.
BY: MR Development, Inc., its general partner

BY: 
ROBERT B. MCCASLIN, SR.
Secretary

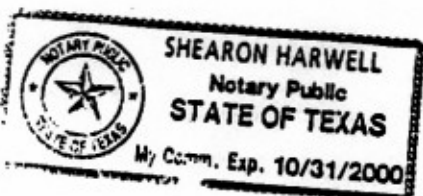
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public, in and for the said County and State, on this day personally appeared ROBERT B. MCCASLIN, SR., Secretary of MR Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of January, 1999.

Shearon Harwell
Notary Public in and for the State of Texas

My Commission Expires: 10-31-2000



FIRST AMMENDMENT TO THE RESTRICTIONS AND COVENANTS OF THE LAKES OF CREEKWOOD

Section C, Article 6, Architectural Standards shall be amended to read as follows:

6. Boundary fences shall be of substantially constructed masonry or wood fences, no more than 8 ft. in height, unless approved by the Architectural Control Committee. All lots adjacent to lakes and common areas shall have substantially constructed iron fences with masonry columns (reasonably spaced) at the rear property line. All wood fences shall be constructed of 1 x 6 material, supported at 8-foot intervals by metal posts and hardware, and capped with like materials.

Section C, Article 15, Architectural Standards shall be amended to read as follows:

15. All front yards must be sodded solid with appropriate grass and shrubbery and contain at least 3 trees with a minimum of a 4 inch caliper trunk measured at 2 feet above the root ball within 30 days from closing of the property.

Amended this 14th day of DECEMBER 1999.

By: 

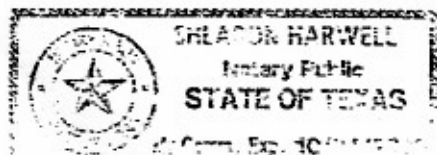
Title: PRESIDENT

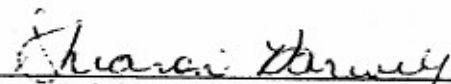
State of Texas

County of Tarrant

BEFORE ME, the undersigned Notary Public, in and for the said County and State, on this day personally appeared ROBERT B. MCCASLIN, JR., President of MR Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of December, 1999.




Notary Public for the State of Texas

My Commission Expires: 10/31/2000