



RESTRICTED 201403001

12 PGS VOL 1138 PAGE 343

**RESTRICTIONS, COVENANTS, AND CONDITIONS
APPLICABLE TO LAKEWOOD HOME OWNERS ASSOCIATION**

(FORMERLY KNOWN AS GLENWOOD ACRES LANDOWNERS ASSOCIATION, INC.)

All PHASES

The State of Texas

Know All Men by these Present:

County of Upshur)

That Lakewood Home Owners Association, being the owner of the property shown on the plat of Lakewood Home Owners Association (excluding properties annexed out by original developer and now all M Phases), All above mentioned Phases, Home Owners Association of Upshur County, Texas, does hereby impress each of the specifically numbered lots designated on the said plat (as distinguished from such land, if any, within the limits of such Home Owners Association which is not specifically platted and numbered as lots) with the following restrictions, covenants and conditions for the purpose of carrying out a general play of development and maintenance of the subject premises:

- 1) No lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon the prior written approval of the Board of Directors. No commercial activity, or commercial signage, shall be permitted on any lot.
- 2) No more than one single family dwelling may be erected on each residential lot. No temporary building may be erected. No mobile homes, and prefab/modular built homes shall be erected on any lot. Septic tank and sanitation system much be approved by Upshur County before habitation. Exteriors of all buildings must be completed within six months from the date construction begins.
- 3) No site built or prefab homes, can be erected or established consisting of less than 1500 square feet of living area. Prior written Board approval is required before any and all housing construction.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



TERRI ROSS, County Clerk
UPSHUR COUNTY, TEXAS

- 4) No lot may be subdivided; however, individual lots may be divided between abutting property owners and thereafter each owner's resulting oversize lot shall be considered as one lot.
- 5) No building or structure of any kind shall be located on any lot nearer than 5(five) feet from either side of the property line, and the minimum set-back of all buildings or structures from the front property lines shall be 10 (ten) feet.
- 6) No structure of a temporary character, camper, tent, shack, garage, or outbuilding shall be used on any lot at any time as a residence. Absolutely no camping is permitted within the Home Owners Association.
- 7) No outside toilets are allowed. No waste shall be permitted to enter the lake and all sanitary arrangements and septic tanks and field lines must comply with Upshur County and State of Texas sanitation and health laws and regulations. No building or structure shall be occupied as a residence until all plumbing fixtures are connected to an adequate sewage system.
- 8) Any and all types or kinds of fencing must be approved by the Board of Directors before erection of same shall be commenced and must be completed within 120 days from the date construction begins.
- 9) No water well shall be drilled by the owner on any property so long as water for domestic uses shall otherwise be available.
- 10) Pumping water from any lake, pond, or stream is prohibited in the Lakewood Home Owners Association.
- 11) No animals or livestock of any kind except household pets may be kept on any lot in Lakewood Home Owners Association. All dogs must be restrained by leash when not on owner's property.
- 12) The owner of each lot or tract shall keep the same clean and free of trash and such weeds as will be in keeping with the other properties and community at any particular time. Upon failure of owner to do this, the Board of Directors may have the lot or tract cleaned, and the cost or expense thereof shall be payable on demand by the Lakewood Home Owners Association.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



TERRI ROSS, County Clerk
UPSHUR COUNTY, TEXAS

13) No lot or tract shall be used or maintained as a dumping ground for garbage. Trash, garbage and other rubbish shall be kept only in slightly, sanitary containers. Each lot or tract owner shall be responsible for disposing of all of his trash, garbage and rubbish. Burning of same within Lakewood Home Owners Association is expressly prohibited.

14) Both prior to and after occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking. A spot should be cleared and designated as a driveway or parking spot for vehicles and boats. No inoperable motor vehicles or boats may be stored or parked on the premises, or in front yards as clutter.

15) All lots shall be subject to the right of all utility and service companies to install and service electric lines, telephone lines, gas and water mains over and upon any and all lots, streets, right of ways, or public areas, and the right of the Board of Directors of Lakewood Home Owners Association to license or permit the same to be done, and subject further to the right of the Board of Directors to install drains wherever necessary.

16) The use or discharge of firearms in Lakewood Home Owners Association is expressly prohibited with the exception of personal and individual property protection.

17) No motor larger than 10 (ten) horsepower may be used on any lakes within the confines of Lakewood Home Owners Association. No water skiing or jet skis will be permitted.

18) No noxious or offensive practices (excessive leaf burning, alcohol consumption, fighting, ect.) may be carried out upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

19) No sale, transfer, lease or other disposition of any lot in Lakewood Home Owners Association shall be consummated until the purchaser or transferee has applied for and paid appropriate entry fees, dues, and has been accepted as a member of the Association. This restriction shall not apply, however, to the lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy, [*without making a will*] pursuant to the Statues of the State of Texas. However, in the event of a

CERTIFIED TO BE A TRUE AND
CORRECT COPY



TERRI ROSS, County Clerk
UPSHUR COUNTY, TEXAS

transfer of title by virtue of foreclosure, probate of will or intestate succession, Lakewood Home Owners Association, its successor or assigns shall be an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event that they shall decide to sell, transfer, or convey the same. Changes in ownership of properties shall be reported to the Lakewood Home Owners Association office within 30(thirty) days of said transaction.

20) Entrance fees shall be paid prior to closing on any real estate property within Lakewood Home Owners Association. A one-time membership or initiation fee is charged for any and all property purchased by a new Member. This fee is charged whether the prospective Member purchases his property directly from the Association or from any other existing Member. The board of Directors shall establish all initiation fees to be paid for issuance of property of any new member. There is no fee required for the transfer of property to an already existing member in good standing. No additional fee is charged for subsequent purchases of additional properties.

21) Upon acceptance of an application for membership in the Association and simultaneous execution of a sales contract or the acceptance of a deed, each land owner shall become a member of Lakewood Home Owners Association., a non-profit corporation organized under the laws of the State of Texas, herein referred to for the sake of brevity as The Association, owned and operated by Grantor, its Board of Directors, or successor assigns for the purpose of providing its members with private recreation facilities in the area and to maintain lakes for common benefit of lot owners. Said membership shall be contingent upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members and for the official operations thereof. Said membership shall also be conditioned upon payment, when due of such fees, dues, and charges as The Association shall find necessary for the maintenance of facilities and services, including but not limited to, the maintenance of lakes and any other services and benefits which The Association may provide for the benefit of lots, common areas, facilities, and members.

By the acceptance and retention of title to any lot in Lakewood Home Owners Association, each grantee, his heirs, and assigns, who are or become members of The Association do hereby covenant and agree that The Association, its successors and

CERTIFIED TO BE A TRUE AND
CORRECT COPY



TERRI ROSS, County Clerk
UPSHUR COUNTY, TEXAS

assigns, shall have a lien upon the subject lot or lots, subordinate only to liens for taxes and any duly recorded mortgage to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connections with the collections of the same, its being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements and applications as such Grantees, their heirs or assigns may enter into with The Association.

22) If, notwithstanding the requirements of membership in The Association, its successors or assigns, as a condition to the acquisition of title to any lot or lots in Lakewood Home Owners Association, title to any of said lots shall in some manner be acquired by a party who has not been approved for membership in The Association, referred to in paragraph twenty-one (21) thereof, or if any lot owner shall cease to be a member of The Association, then, nevertheless, said lot owner, on behalf of himself, his heirs or assigns does hereby covenant and agree that he will bear and pay such portion of the specific expense required and expended by The Association, its successors and assigns solely for the maintenance of lakes and parks that he would otherwise be required to pay if he were then in fact a member of such association. Further, by the acceptance and retention of title to any lot or lots, each Grantee, on behalf of himself, his heirs or assigns, does hereby covenant and agree that Lakewood Home Owners Association, its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and duly recorded mortgage to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees included in connection with the collection of the same.

23) Notwithstanding anything to the contrary contained herein, the Lakewood Home Owners Association Board of Directors, reserves for itself and its designated agent or agents the right to use any unsold lot or tract for a temporary office location and the right to place a sign or signs on any unsold lot or tract in the Lakewood Home Owners Association Home Owners Association.

24) These restrictions, covenants, and conditions may be enforced by Grantor herein or by the owner of any lot in said Home Owners Association, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only The Association, its successors or assigns, may file suit to collect any of the charges and

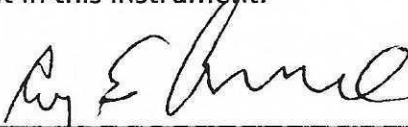


expenses mentioned in paragraphs twenty one (21) and twenty two (22) of these said restrictions, covenants, and conditions to enforce foreclosure of any lien therein being granted, with said suit to be filed in any court of competent jurisdiction and with venue to be in Upshur County, Texas.

25) These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (50) fifty years from the date of such restrictions, covenants, and conditions being first impressed upon said property and Home Owners Association, and after which time such restrictions, covenants, and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners in said Home Owners Association had been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

26) The Lakewood Home Owners Association may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved unto the developer, 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.

Executed this 16th day of May, 2014



Roy E. Anania, President

SWORN AND SUBSCRIBED TO before me by the said ROY E. ANANYA, on this 16th day of May, 2014, to certify which witness my hand and seal of office.



NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF UPSHUR



see exhibit A

6 | Page

CERTIFIED TO BE A TRUE AND
CORRECT COPY



TERRI ROSS, County Clerk
UPSHUR COUNTY, TEXAS

Page 4 of 12