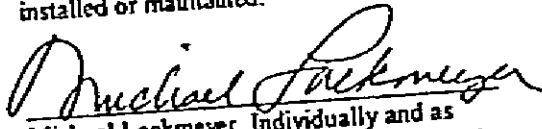


STATE OF TEXAS S
COUNTY OF BELL S

KNOW ALL MEN BY THESE PRESENTS:

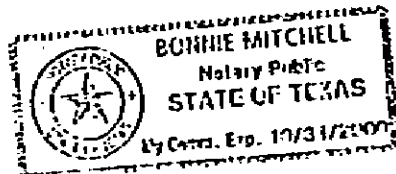
That Michael Lackmeyer and Bell Spring Creek, Ltd., being the sole owner of that certain 14.557 acre tract of land described in Exhibit "A", attached hereto and incorporated herein for all purposes, does hereby subdivide the herein described property into lots and blocks, according to the plat hereof, to be known as HIGHLAND ESTATES, PHASE ONE to the City of Belton, Bell County, Texas, as shown by the plat hereof, attached hereto, and made a part hereon, and approved by the City Council of the City of Belton, Bell County, Texas, and Michael Lackmeyer and Bell Spring Creek, Ltd., does hereby adopt said HIGHLAND ESTATES, PHASE ONE as an addition to the City of Belton, Bell County, Texas, and for the purpose of selling lots and blocks of land with reference thereto and for the property development of said land by its owners and for all other purposes; and does hereby dedicate to the City of Belton, all streets, avenues, roads, drives, alleys and associated potable water, sanitary sewer, and storm sewer systems as shown on said plat, and final construction drawings the same to be used as public thoroughfares and public utilities when and as authorized by the City of Belton, Bell County, Texas.

The utility easements shown on said plat are dedicated to the City of Belton for installation and maintenance of any and all public utilities, which the city may elect to install and maintain or permit to be installed or maintained.


Michael Lackmeyer, Individually and as
General Partner for Bell Spring Creek, Ltd.

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on this 6th day of January,
1999, A.D. by Michael Lackmeyer.




NOTARY PUBLIC STATE OF TEXAS
My Commission Expires: _____

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STATE OF TEXAS

RESTRICTIVE COVENANTS

COUNTY OF BELL

That MIKE LACKMEYER and wife, SUZY BETH LACKMEYER, Individually and as General Partners of BELL SPRING CREEK, LTD., a Texas Family Limited Partnership, the sole owners of all lots in HIGHLAND ESTATES, AN ADDITION TO THE CITY OF BELTON, BELL COUNTY, TEXAS, as shown by the plat thereof, to which reference is hereby made, which has been approved by the Council of the City of Belton, Bell County, Texas, do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land:

1. No improvements shall be erected, placed or altered on any lot, nor shall any landscaping be performed unless complete plans, specifications, and plot plans therefore, showing exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, fencing, walls, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans is finally approved. The Architectural Control Committee shall consist of Suzy Lackmeyer and Mike Lackmeyer, or their assigns. The terms of the Architectural Control Committee shall be two years. After that, all owners of any lots of any phase with a home completely constructed shall be a member of the Highland Estates Homeowners Association. Such association shall have the right to elect all succeeding Architectural Control Committee members by a plurality vote. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall be responsible for the rules and regulations of all common areas and conservation easements located on HIGHLAND ESTATES.
2. No lot can be used for a street or thoroughfare without the express written consent of the Architectural Control Committee.
3. No lot can be subdivided without the express written consent of the Architectural Control Committee, and unless done in compliance with all state, county, and City of Belton requirements regarding subdividing said lots..
4. No residence shall be erected, other than a single family residence, not to exceed two stories in height, or a split-level residence and a private garage for not less than two cars. The private garage is permitted to be detached from said residence no closer than one foot from the back line of the house. All garages shall be side or rear entry except for detached garages. Side entry on garages on corner lots shall be from the secondary street side not the primary carrier street.

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5. Driveway and parking pad material shall be of concrete, stone, or brick materials. No curb cuts shall be permitted without permission of the Architectural Control Committee.
6. Access to all lots is restricted to use of the streets, avenues, roads, drives, and alleys that are dedicated on the recorded plat of HIGHLAND ESTATES and no other source.
7. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner, except areas dedicated solely for wild flowers and native plants.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No dogs, cats and other household pets shall not be allowed to roam the subdivision unattended, and must be kept in fenced enclosures approved by these Restrictive Covenants, cages or on a leash at all times and no household shall have more than two (2) outdoor pets at any one time.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.
10. No open or outdoor privies shall be placed on a lot.
11. All dwellings must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications.
12. The septic tank plan and design is to be approved by the Bell County Health Department prior to completion of construction of the home and a copy of the approved plan shall be delivered to the Architectural Control Committee.
13. No sign shall be allowed on any lot except one sign of not more than 4 square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.
14. Nothing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.
15. No portable buildings shall be allowed. The construction of any storage or other out building on any lot within this subdivision must first be approved by the Architectural

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Control Committee. Buildings must be concrete foundation with building materials matching the exterior of the residence. However, during construction phase any contractor may use a temporary building for storage of materials and equipment to be moved from the lot within thirty (30) days after completion of construction.

16. No lot shall be used except for residential purposes.
17. No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
18. The living floor area of the main dwelling must be at least two thousand seven hundred fifty (2750) square feet, unless an exemption is granted in writing by the Architectural Control Committee. Exterior walls must be at least seventy-five (75%) percent masonry. Two story buildings must have a ground living floor area of at least one thousand six hundred (1600) square feet. Separate buildings, including detached garages, storage buildings and servant or guest houses, must conform to the architectural style of the main dwelling. Servant or guest houses may not be constructed until after completion of the main dwelling and must have at least seven hundred (700) square feet of living floor space and a complete bathroom. Prefabricated or metal storage buildings may not be used. Roofing material for all buildings must be of a nonreflective material. However, this provision is not intended to keep children's playhouses from being on the property.
19. Construction of new buildings and improvements only shall be allowed, and new construction is limited to structures of not less than 75% masonry, masonry veneer, rock or stucco, exclusive of windows and doors. On all exposed portions of the home, the material shall be masonry, masonry veneer, rock, stucco, or cement base, plank or siding.
20. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.
21. No offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
22. No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat. All boats must be stored in an enclosed garage or building.
23. No vehicle with tonnage in excess of 3/4 ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day on the streets of the subdivision, or park in the front or side yards of any lot. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of

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the respective house. Any storage of such vehicles shall be in a garage or other approved facility.

24. All mailboxes to all completed homes shall be constructed of the same brick or stone materials as the home exterior. All mailboxes shall be located at the curb and the base of the mailbox shall not extend beyond said curb. The design of the mailbox structure shall be approved by the Architectural Control Committee.
25. All address numbers shall be visible on the front of the home and shall be constructed in concrete or stone material and shall be permanently encased in the same brick or stone veneer of said home or the mailbox structure of said residence or any other design approved by the Architectural Control Committee.
26. Any and all fences shall be one of the following: (1) underground fences; (2) natural fences consisting of planted or existing trees and shrubs; or (3) metal material 4' high and located not closer to the front of any lot than 2' from the nearest rear corner of the residence built on said lot. Fences shall be antique style with open metal struts made of tubular metal and the design is to be approved of by the Architectural Control Committee. No chain link or wooden fences shall be permitted.
27. No lot owner shall build any structure which has the same architectural design which has been heretofore approved by the Architectural Control Committee and already build on another lot in any phase of HIGHLAND ESTATES or plans have been approved by the Architectural Control Committee to be built on a lot.
28. Any conventional roof or gable or hip style must be at least 7/12 pitch and any exceptions are to be approved by the Architectural Control Committee.
29. Any front sidewalk extending from a residence shall extend to and connect with the curb and not the driveway except circle driveways. All driveways shall be side or rear entry garages except separate garages may face the street so long as it is placed as set out in these Restrictive Covenants.
30. 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 shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
31. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

32. The covenants, restrictions, conditions, and limitations set forth above, and each of them, shall be covenants running with the title of the above described property and every part thereof, and every re-subdivision thereof, until twenty-five (25) years from the date of this conveyance, and after which time said covenants, restrictions, conditions, and limitations shall be automatically extended for successive period of ten (10) years thereafter unless an instrument signed by a majority of the then owners of said tract or re-subdivision thereof, shall be duly executed and recorded, agreeing to change said covenants, restrictions, limitations, and conditions in whole or in part.
33. Invalidation of any one or more of these covenants, restrictions, conditions, and limitations by judgment or court order shall in no way affect any of the other provisions thereof, which shall remain and continue in full force and effect.
34. The Architectural Committee consisting of Mike Lackmeyer and Suzy Lackmeyer, their successors or assigns or any owner of any lot in HIGHLAND ESTATES shall have a right to enforce any of these covenants, conditions, restrictions, and limitations by proceeding at law or in equity, against any person or persons violating or attempt to violate any covenant, condition, restriction, or limitation, either to restrain violation or to recover damages. In the event that the Court finds that any of the covenants conditions, restrictions, or limitations have been violated, the violator shall pay the court costs and attorney fees of any party seeking enforcement of the covenant condition, restriction or limitation subject of said lawsuit.
35. The Architectural Control Committee is hereby designated by the owner as the owner's representative as defined in V.T.C.A., Property Code Section 202.004 and is hereby authorized to enforce these covenants, but is further granted sole and absolute discretion as to whether or not to initiate an action for such enforcement.

A. Powers of Architectural Control Committee. In order to accomplish the foregoing, the Architectural Control Committee is hereby granted the following powers:

1. To collect regular annual assessments of One Hundred and no/100 Dollars to defray expenses attributable to the Committee's duties and to improvements to HIGHLAND ESTATES, to be levied against each owner and each lot and to disburse the funds for such expenses as the Committee in its sole and absolute discretion deems appropriate, said expenses are to be paid by January 30 of the year in which they are assessed, the first payment of \$100 to be made at the time of closing of the lot for any portion of the year remaining; the said yearly

fee shall be \$150 beginning January, 2010, and shall increase by \$50 on each ten year anniversary of January 1, 2010.

2. To establish and collect special assessments should the foregoing regular assessments be insufficient to pay necessary expenses and to waive the regular annual assessments should the Committee determine, in its sole and absolute discretion, that a sufficient amount has been accumulated to pay necessary expenses;

3. To furnish to all lot owners paying said assessments an annual report on the status of the assessment fund containing such information as the Committee deems appropriate;

4. To file liens against lots because of nonpayment of assessment liens duly levied as set forth herein and to foreclose on those liens; and

5. To receive complaints regarding violations of the covenants and to hold hearings to determine whether or not violations have occurred and whether or not to initiate enforcement action.

B. The owner, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Architectural Control Committee: (1) annual assessments, and (2) special assessments, and such assessments to be established as set forth above 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. 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.

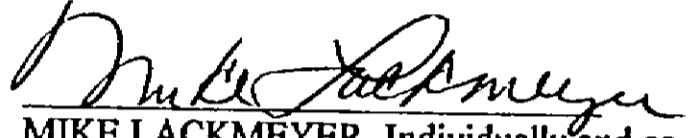
C. The regular annual assessment of One Hundred and No/100 Dollars (\$100.00) shall be due on January 30th of each calendar year. If the Architectural Control Committee elects to either increase the annual assessment, waive the annual assessments, or establish a special assessment, the Committee shall do so and give not less than thirty (30) days notice to every owner subject to such assessment setting forth the amount of the assessment, if any, and the due date thereof.

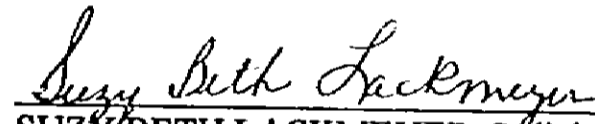
D. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Committee may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

E. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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.

36. Any exception to these restrictions shall be granted only upon written approval of the Architectural Control Committee, Mike Lackmeyer and Suzy Lackmeyer, or their heirs or assigns, or the presently seated Architectural Control Committee.

EXECUTED this 2th day of September, 1999.


MIKE LACKMEYER, Individually and as
General Partner of BELL SPRING CREEK,
LTD, a Texas Family Limited Partnership


SUZY BETH LACKMEYER, Individually and as
General Partner of BELL SPRING CREEK,
LTD, a Texas Family Limited Partnership

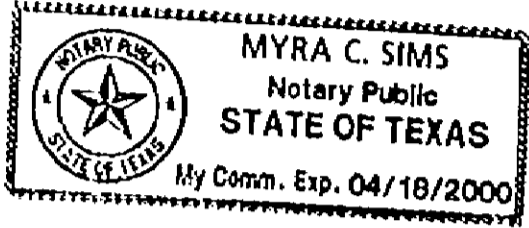
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STATE OF TEXAS

COUNTY OF BELL

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This instrument was acknowledged before me on the 8th day of September, 1999, by MIKE LACKMEYER, Individually, and as General Partner of BELL SPRING CREEK, LTD, a Texas Family Limited Partnership, and wife, SUZY BETH LACKMEYER, Individually, and as General Partner of BELL SPRING CREEK, LTD, a Texas Family Limited.



Myra C. Sims
Notary Public, State of Texas
Commission Expires:

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FIELD NOTES for a tract of land in Bell County, Texas, part of the Lewis Walker Survey, Abstract No. 860 and the land herein described being a part of that certain 18.53 acre tract of land described in a deed from Charles E. Emerson and wife, Lisa Emerson to Michael R. Lackmeyer, being of record in Volume 3206, Page 447, Deed Records of Bell County, Texas, and part of that certain 25.00 acre tract of land described in a deed of trust from Bell Spring Creek, Ltd. to Glenn W. Michalk, Trustee, being of record in Volume 3052, Page 735, Deed Records of Bell County, Texas.

BEGINNING at a 1/2" iron rod found in the north right-of-way of Sparta Road being the southeast corner of a 25.0 acre tract of land described in a deed to Don Cameron and wife, Billie Cameron, being of record in Volume 2424, Page 288, Deed Records of Bell County, Texas, and being the southwest corner of said 25.0 acre tract, for the southwest corner of this.

THENCE with the west line of said 25.00 acre tract and the east line of said Cameron 25.0 acre tract, N. 19° 00' 04" E., 790.74 feet to a 1/2" iron rod set, for the northwest corner of this.

THENCE S. 70° 59' 56" E., 255.87 feet to a 1/2" iron rod set, for a corner of this.

THENCE S. 78° 20' 28" E., 50.61 feet to a 1/2" iron rod set, for a corner of this.

THENCE S. 70° 59' 56" E., 206.24 feet to a 1/2" iron rod set, beginning a curve to the right, for a corner of this.

THENCE with said curve, 158.74 feet (Long chord bears S. 45° 00' 48" E., 153.35 feet, having a radius of 175.00 feet) to a 1/2" iron rod set, for a corner of this.

THENCE S. 19° 01' 41" E., 184.01 feet to a 1/2" iron rod set beginning a curve to the right, for a corner of this.

THENCE with said curve, 113.82 feet (long chord bears S. 00° 23' 45" E., 111.82 feet, having a radius of 175.00 feet) to a 1/2" iron rod set, for a corner of this.

THENCE S. 18° 14' 10" W., 209.84 feet to a 1/2" iron rod set, beginning a curve to the left, for a corner of this.

THENCE with said curve, 43.77 feet (Long chord bears S. 53° 09' 29" W., 42.39 feet, having a radius of 50.00 feet) to a 1/2" iron rod set, for a corner of this.

THENCE S. 48° 47' 36" W., 202.69 feet to a 1/2" iron rod set and S. 27° 47' 43" E., 239.31 feet to a 1/2" iron rod set in the north right-of-way of Sparta Road, for the southeast corner of this.

THENCE with the north right-of-way of Sparta Road and a curve to the right 114.96 feet (Long chord bears N. 68° 49' 24" W., 114.84 feet having a radius of 716.20 feet) to a 1/2" iron rod found.

THENCE continuing with said north right-of-way, N. 63° 16' 30" W., 721.27 feet to a 1/2" iron rod found, for a corner of this.

THENCE continuing with said north right-of-way and with a curve to the right, 24.20 feet (Long chord bears N. 62° 08' 38" W., 24.20 feet, having a radius of 5690.00 feet) to the PLACE OF BEGINNING containing 14.557 acres of land.

The bearings for the above description are based upon the west line of said 25.00 acre tract of land, being of record in Volume 3052, Page 735, Deed Records of Bell County, Texas.

STATE OF TEXAS
COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I, Gale E. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal this the 8th day of April, 1999, A.D.

42451

RECORD

NOV 18 PM 3 24

BY [Signature] COUNTY DEPUTY

[Signature]
Gary W. Mitchell
Registered Professional
Land Surveyor, No. 4982



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