

AFTER RECORDING, RETURN TO:  
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.  
ATTN: JULI A. BRYAN  
15 North Main Street  
Temple, Texas 76501

**LAKE RULES**

FILED FOR RECORD  
2017 JUN 29 P 3:00  
SHELLEY COSTON  
CO. CLK. BELL CO. TX

STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BELL               §

QUADRUPLE BOGEY DEVELOPMENT, INC., a Texas corporation ("Declarant"), is the developer of that certain tract of land situated in Bell County, Texas, more particularly described as

Lots One through Fifteen (1-15), inclusive Block Two (2);  
Lots One through Seven (1-7), inclusive Block Three (3);  
Lots One through Seven (1-7), inclusive Block Four (4);  
Lots One through Seven (1-7), inclusive Block Five (5);  
Lots One through Eighteen (1-18), inclusive Block Six (6);  
Lots One through Eight (1-8), inclusive Block Seven (7); and  
Tract A and Tract B  
All in the Final Plat of Rancho Del Lago, Filed in Plat Year 2016, Plat # 39, Plat Records of Bell County, Texas

(collectively referred to herein as the "Property" and sometimes referred to as the "Subdivision").

Declarant has recorded those certain Declaration of Covenants, Conditions and Restrictions of MPR Rancho Del Lago Homeowners' Association recorded in Document Number 2017-27123 in the Real Property Records of Bell County, Texas ("Declaration"). All words defined in the Declaration and used in these Lake Rules will have the same meaning as defined in the Declaration.

Declarant makes and imposes the following rules and regulations ("Rules") to any and all lakes, ponds, streams, or other bodies of water including the area between the lake and the real lot line of privately owned lots in the Subdivision, which will be hereinafter referred to collectively as the "Lake", which will be covenants running with the land and binding on all users of the Lake, for the purposes set forth as follows:

1. **Use of the Lake.** All Members in good standing of the Association and their guests, subject to these Rules and other posted Rules and Regulations, shall be allowed access to and the usage of the Lake. Access to and the usage of the Lake shall be for recreational purposes only. No person who is not a member in good standing of the Association (or their guests), shall be allowed access or use of the Lake. "Members in Good Standing" are members of the Association who have paid all current dues, assessments and fees and are not being pursued for any deed restriction violations. The Lake is a private impoundment for the use and enjoyment of members in good standing with the Association, and trespassers shall be prohibited from access and use of the Lake.
2. **Bank.** No construction or landscaping shall be done by any Member in the Lake and surrounding Common Area. Any damage to the bank and/or bulkhead shall be the responsibility of the person who causes the damage if an Owner, and if not an Owner shall be the responsibility of the Owner for any guests, invitees, licensees, and/or family members who cause the damage.

LAKE RULES  
RANCHO DEL LAGO

3. **Watercraft.** No boats or other waterborne craft, including those propelled by means of an internal combustion engine(s), either inboard or outboard shall be permitted on the Lake. No houseboats or rafts will be allowed on the Lake either temporarily or permanently. Submerged watercraft will not be allowed.
4. **Swimming.** SWIMMING, WADING, OR ANY OTHER WATER CONTACT WILL NOT BE ALLOWED.
5. **Garbage and Refuse Disposal.** Trash, garbage or other waste shall not be disposed of in or around the Lake. Leaves, grass clippings, or other yard clippings shall not be disposed of in or around the Lake. No glass of any kind is permitted in or around the Lake.
6. **Landscaping.** No trees or other deeply-rooted vegetation shall be planted less than ten (10) feet from the bank of the Lake.
7. **Fishing.** Catch and release fishing will be allowed on the Lake. Any fish caught must be immediately released back into the Lake. Provided, however, that the Association may provide for special days where fish can be retained.
8. **Hunting.** HUNTING WILL NOT BE ALLOWED, AND THE DISCHARGE OF ANY FIREARM OR WEAPON FOR ANY PURPOSE IS PROHIBITED.
9. **Pumps.** No manual, electric or gas powered pumps will be allowed to draw Lake water for the private use of individual Members. Such private use includes by way of illustration but not limitation: irrigation, cleaning, swimming pools, jacuzzis, spas, hot tubs, etc. This does not prevent the Association from using a pump in the Lake.
10. **Nuisances.** No noxious or offensive activity shall be permitted upon the Lake, nor shall anything be done thereon which may be or may become an annoyance to other Members using the Lake. Any action or use of the Lake, not specifically mentioned but which is deemed by the Board to be injurious or hazardous, shall be prohibited.
11. **Piers and Docks.** No Owner shall be permitted to construct a pier, dock, or other structure on or into the Lake without written approval from ARC.
12. **Chemical Usage.** Chemicals, fertilizers and pesticides shall not be placed in or around the Common Area surrounding the Lake by any Owner. Members should be aware of the dangers involved with runoff into the water. Tree limbs and other objects shall not be installed in the Lake for the use of the fishery unless approved.
13. **Swimming Pools.** Members who have swimming pools will not be permitted to discharge or drain pool water into the Lake. Hot tubs, spas and jacuzzis are also prohibited from draining or discharging into the Lake.
14. **Enforcement.** Enforcement of these rules and regulations shall be by the Board of the Association or its assigns. The Board, at its discretion, may delegate the power to interpret and the duty to enforce these rules and regulations to a duly appointed committee.
15. **Amendment.** These rules and regulations may be amended from time to time by the Board. Amendments shall be made available to members in a manner determined by the Board.
16. **Sportsmanlike Actions.** All persons using the Lake shall act in a safe and sportsmanlike manner at all times. All children should be adequately supervised.
17. **Fines.** The Association shall have the right to impose reasonable fines for violations and prohibited use of the Lake by those who violate Rules on three or more occasions, subject to notice and a right to a hearing.

18. **Indemnity.** Each Owner and occupant of any Lot and each Owner and occupant on behalf of their tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, Declarant or any successor declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of the Lake. Each Owner and occupant of any Lot and each Owner and occupant on behalf of their tenant, guest and invitee of an Owner shall indemnify and hold harmless the Association, its Board of Directors, Declarant or any successor declarant for all loss or damage to property and/or persons who use the Lake and the surrounding Common Area.


19. **Headings.** The headings contained in these Lake Rules are for reference purpose only and will not in any way affect the meaning or interpretation of this Declaration.

20. **Invalidation.** Invalidation of any one or more of these Rules by judgment or court order, will in no way affect any of the other provisions of these Lake Rules which will remain and continue in full force and effect.

21. **Binding.** By acceptance of a deed to a Lot, each Builder Member and Owner agrees to the Rules and Indemnity set forth herein.

Declarant:

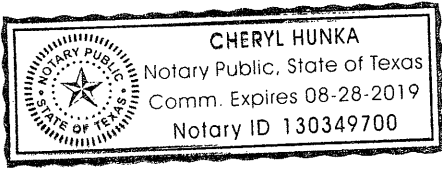
QUADRUPLE BOGEY DEVELOPMENT, INC., a Texas corporation


By:   
JASON T. CAROTHERS, President

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on June 28, 2017, by JASON T. CAROTHERS, in his capacity as President of QUADRUPLE BOGEY DEVELOPMENT, INC., a Texas corporation, on behalf of such corporation.



  
NOTARY PUBLIC

EXECUTED by the undersigned to RATIFY and CONFIRM that the undersigned (a) is the owner of Lots in the Subdivision; (b) has executed these Lake Rules as the act of such undersigned owner of Lots in the Subdivision; and (c) ratifies, confirms, accepts and approves, these Lake Rules for the Subdivision.

CAROTHERS EXECUTIVE HOMES, LTD,  
a Texas limited partnership

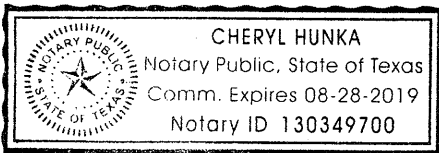
By: J&B CAROTHERS MANAGEMENT, LLC,  
a Texas limited liability company,  
its General Partner

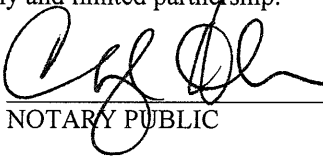
By:   
JASON T. CAROTHERS, President

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on June 29, 2017, by JASON T. CAROTHERS, in his capacity as President of J&B CAROTHERS MANAGEMENT, LLC, a Texas limited liability company, in its capacity as General Partner of CAROTHERS EXECUTIVE HOMES, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



  
NOTARY PUBLIC