

#6888

Vol 258 Pg 174

SUBDIVISION RESTRICTIONS

Lots 1 through 276, Block 1, Lots 1 through 50, Block 2,
Lots 1 through 67, 69 through 100, 102 through 113 and 115 through 302, Block 3,
Section A, Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
COUNTY OF HOOD)

KNOW ALL MEN BY THESE PRESENTS:

That Lake Granbury Resort Company, a Texas corporation, the owner of the lots hereinabove described, as shown by the plat thereof recorded in Volume 3, Page 59, Plat Records, Hood County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Lake Granbury Harbor Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. Subject to the provisions of numbered paragraphs 9 and 10 hereof, all lots are designated as residential and no building shall be erected or maintained on any lot other than a private residence, a tool storage building (minimum floor area of 30 square feet and a maximum floor area of 144 square feet), a private boathouse and a private garage for the sole use of the owner or occupant. However, no residential building may be built on a lot (or contiguous lots used as a single building site), which lot or lots do not contain a total area of at least 4,000 square feet.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot, (ii) all construction

must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure. The exterior of any building must be painted or stained. All buildings and structures shall be completely underskirted, with no piers or pilings exposed to view, except as approved in writing by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot without the written approval of the Architectural Control Committee, and each residence, subject to paragraphs 9 and 10 hereof, shall have a minimum floor area as shown below, exclusive of porches, stoops, open or closed carports, patios or garages:

800 square feet on Lots 1 through 28, Block 2 and Lots 1 through 45, Block 3, Section A;

600 square feet on Lots 46 through 67, 69 through 100, 102 through 113, 115 through 177, Block 3, Section A;

750 square feet on all other lots.

5. No building, fence or other structures or improvements shall be erected, placed or altered on any lot until there have been submitted to the Architectural Control Committee two copies of the construction plans and specifications, including specifications of all exterior materials (including the color of paint or stain), type of roofing materials, the proposed location of the structure, the external design of the structure, and until the Architectural Control Committee has approved such plans and specifications in all said respects and additionally as to harmony of external design with existing structures and location with respect to topography and finish grade elevation, and in all other respects. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the side and front lot lines (except to no less than 5 feet of the front lot line of Lots 1 through 28 and 50, Block 2, and Lots 1 through 45, Lots 198 through 244, Block 3, Section A) and only to not less than 5 feet of the rear lot lines (except fences shall be permitted to extend to the rear lot lines on Lots 1 through 27, Block 2, Lots 1 through 45, and Lots 198 through 244, Block 3, Section A), but without impairment of the easements reserved and granted in these restrictions.

7. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 10 feet (except no nearer to the side street

line than 5 feet on Lots 46, 121, 122, 152, and 177, Block 3, Section A) or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet (except no nearer than 5 feet on Lots 53, 67, 69, 121, 130, 131, 140, 151, and 177, Block 3, Section A).

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted on lots only if continuously contained by leash or within a fenced area.

9. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinabove provided shall be erected on any lot, and no boathouse, basement, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be limited to use of campers, camping trailers, motor homes, tents or other camping shelter, which shall be of good appearance and in good repair (except tents may never be used on Lots 1 through 37, 109, 110, 181, 182, 245 and 246, Block 1, Lots 1 through 18, 20, 22, 24 through 40, 50, Block 2, and Lots 179, 197, 198, 244, 245, 251, 252, 271, 272 and 300, Block 3, Section A). Tents and similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. As thus restricted, camping will be permitted only until September 30, 1980, except that on Lots 46 through 67, 69 through 100, and 102 through 177, Block 3, Section A, camping shall be permitted indefinitely. Mobile homes and structures or buildings adjacent or supplemental thereto may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. Architectural Control Committee requirements are: (a) that the mobile home be of late model; 600 square feet in size minimum on Lots 1 through 37, 109, 110, 181, 182, 245, 246, Block 1, Lots 1 through 40, Block 2, Lots 1 through 45, 198, 244, 245, 251, 252, 271, 272, and 300, Block 3, Section A; 500 square feet in size minimum on all other lots hereunder; in good repair and of attractive design and appearance; and underskirted (and securely anchored in accordance with the minimum requirements of the State of Texas); (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an approved septic tank must be installed prior to occupancy. Otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper, motor home, or travel type trailer of not more than 25 feet in length, but such trailer shall not be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence nor mobile home may be constructed and/or placed on any one lot.

10. Easements are reserved along and within 5 feet of all lot lines of all lots hereunder. Said easements are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, open drainage ditches, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot. However, the next preceding sentence hereof shall have no effect upon the easements reserved herein along and within 5 feet of the following lot lines: (i) the northerly side lot lines of Lot 28, Block 2, and Lot 1, Block 3 and (ii) the southerly side lot lines of Lots 29 and 49, Block 2. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder.

Drainage easements are reserved along and within 5 feet of the following lot lines: (i) the southeasterly side lot line of Lot 178, Block 3, (ii) the northwesterly side lot line of Lots 179 and 197, Block 3.

A Texas Highway Department easement (for drainage channels) shown on said plat, affects Lots 1 through 3, Block 2, Section A.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 9 and 13 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the County of Hood, the State of Texas, and the Texas Water Quality Board. No sewage nor effluents shall be disposed of upon, in, nor under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of \$2.00 per month per lot with respect to the total of lots owned by a person or persons in Lake Granbury Harbor Subdivision, provided that this assessment shall not exceed \$8.00 per month with respect to the total of lots owned by the same person(s) in Lake Granbury Harbor Subdivision, subject to change as hereinafter described; the words "owned" and "owning", as used in this sentence, shall include also a purchaser of a lot in Lake Granbury Harbor Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks and other improvements in Lake Granbury Harbor Subdivision, and for the purchase and rental of land and other property and facilities for use by Lake Granbury Harbor Owners Association, and for security guards at Lake Granbury Harbor Subdivision, and for any other uses approved by the Board of Directors of Lake Granbury Harbor Owners Association, it being understood that said swimming pools, parks and recreational areas are for the sole use and benefit of members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Lake Granbury Harbor Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on April 30 and October 31 of each year commencing in 1977, at which date in the year 1977 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessments shall be payable either in arrears or in advance, as determined from time to time by the Board of Directors of Lake Granbury Harbor Owners Association, except that such assessments shall never be payable more than twelve (12) months in advance. In the event said Board of Directors makes such assessments payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment or part thereof is not paid by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from the beginning of such delinquency at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred by Lake Granbury Harbor Owners Association in attempting to collect same, including, without being limited to, reasonable attorneys' fees. Such assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing on the last Friday in April, 1982, the undersigned shall not be eligible for membership in said Lake Granbury Harbor Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against the unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the

undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time Lake Granbury Harbor Owners Association may elect, by the vote of a majority of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

13. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, any boxes, rubbish, trash, inoperative cars, or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned, or its successors or assigns, shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items, clean such lot(s) or otherwise correct such violation, and the cost or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns, recording with the County Clerk, Hood County, Texas, its certificate to such effect and certifying to the amount of such cost and expense.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors or assigns.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Lake Granbury Harbor Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property

hereunder. Notwithstanding any other provisions hereof, Lake Granbury Resort Company shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

16. At any time after December 31, 1996, any provisions contained in these subdivision restrictions may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of Lake Granbury Harbor Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the office of the County Clerk of Hood County, Texas, and shall be effective upon the date of such recordation.

17. Invalidity of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED this the 28th day of December, 1976.

LAKE GRANBURY RESORT COMPANY

By

Clarence J. Spangler
Clarence J. Spangler, Vice President

ATTEST:

R. L. Lessor
Secretary

THE STATE OF TEXAS)
)
 COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Clarence J. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Vice President of Lake Granbury Resort Company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of Lake Granbury Resort Company, a corporation organized and existing under the laws of the State of Texas.

Given under my hand and seal of office this the 28th day of December, 1976.

Barbara Kilpatrick
 Notary Public, Dallas County, Texas

FILED FOR RECORD
 AT 3:30 P.M.

DEC 29 1976

Doris Dyer
 Clerk County Court, Hood County, Texas

FILED FOR RECORD THE 29 DAY OF Dec 1976 AT 3:30 P.M.

RECORDED THE 3 DAY OF Jan 1977 AT 9:00 P.M.

Millicent Dean

DEPUTY

DORIS DYER, COUNTY CLERK
 HOOD COUNTY, TEXAS