Resale Certificate - Property & Buyer Information

Complete one form for each lot/address. Return all pages with required signatures and supporting documents.

TRANSACTION INFORMATION

Date

Seller's Name

Name on HOA Account (if different)

PRIMARY BUYER INFORMATION

Buyer's Name

Buyer's Mobile Phone

Buyer's Mailing Address

Buyer's Email Address

BUYER 2 / SPOUSE INFORMATION

Required whether or not listed on the recorded deed. HOA voting is dependent on documented owners.

Buyer 2 / Spouse Name

Buyer 2 / Spouse Mobile Phone

Buyer 2 / Spouse Mailing Address

Buyer 2 / Spouse Email Address

PROPERTY INFORMATION

Legal Description: SUBD LAKE GRANBURY HBR

SEC

BLOCK

LOT

Street Address, Granbury, TX 76048

If lots are not contiguous or more than one address is involved, a separate form is needed for each address or lot.

Account Status & Fees

Association account information and applicable resale-related charges.

ACCOUNT STATUS

Assessments are billed annually on April 1 at $4.00 per month per lot / collected annually at $48.00 per year per lot.

Provided the property incurs no further violation costs, this certificate is valid until:

Current Balance on Account $

FEE SCHEDULE

STANDARD CHARGES		OPTIONAL CHARGES - CHECK TO APPLY
Flat Resale Certificate Fee	$375.00 per address	☐ Service Fee - $20.00
Transfer Fee	$250.00 per lot	☐ Office Fee - $20.00 (Research)
		☐ Rush Service Fee - $75.00
		☐ Update Information / Resale Certificate Fee - $75.00 per lot

TOTAL AMOUNT TO PAY $

Optional charges are included only when the corresponding box is checked.

PAYMENT & RETURN INSTRUCTIONS

Make payments to: LAKE GRANBURY HARBOR OWNERS ASSOCIATION

RETURN WITH PAYMENT, COPY OF DEED, SIGNED NOTICE, AND THIS RESALE CERTIFICATE.

This resale certificate is valid only after the Notice to Buyer is signed and returned to the property owners association.

Prepared By / Office Use

Date Prepared

Notice to Property Owners & Signatures

Please review the requirements below. Buyer signatures are required to validate the resale certificate.

NOTICE TO PROPERTY OWNERS

1. Keep your email address, phone number, and mailing address updated with the HOA.

2. Apply for and obtain an HOA permit before beginning improvements, including cleaning or clearing the property, placing any structure or item on the property, or changing the lot in any way.

3. Complete an application and obtain Architectural Review Committee approval before improvements are made, including fences, mobile homes, homes, and storage buildings.

4. Prebuilt structures other than mobile or modular homes are not permitted as living quarters unless authorized by ACC.

5. The owner is responsible for following the Association By-laws and Deed Restrictions applicable to the lot.

All Association documents can be found at WWW.LGHOATX.ORG

BUYER ACKNOWLEDGMENT

Your signature below confirms receipt of the above information and acknowledgment of the stated requirements.

Buyer's Printed Name

Buyer 2 / Spouse Printed Name

Buyer's Signature (type full legal name)

Buyer 2 / Spouse Signature (type full legal name)

Buyer's Signature Date

Buyer 2 Signature Date

LGHOA BOARD OF DIRECTORS AUTHORIZATION

Authorized Signature / Name and Position

Date

SIGNATURES ARE REQUIRED TO VALIDATE THE RESALE CERTIFICATE.

LAKE GRANBURY HARBOR OWNERS' ASSOCIATION

3631 Lake Granbury Drive | Granbury, TX 76048 | 817-573-6171
LAKEGRANBURYHARBORLGHOA@GMAIL.COM | WWW.LGHOATX.ORG

RESALE PACKAGE COVER SHEET

Property identification and document delivery checklist

PROPERTY AND TRANSACTION INFORMATION

Property Street Address

Certificate / Reference No.

Seller / Current Owner

Date Prepared

Buyer

Closing Date (if known)

Legal Description

Section

Block

Lot(s)

DOCUMENTS INCLUDED WITH THIS PACKAGE

- [ ] Resale Certificate
- [ ] Account / Assessment & Closing Statement
- [ ] Buyer Governing Documents Acknowledgment
- [ ] Current Deed Restrictions / Subdivision Restrictions
- [ ] Current Bylaws
- [ ] Current Rules / Regulations
- [ ] Other documents or attachments listed below

Other Documents / Notes

Association Use

Prepared By

Authorized By

LAKE GRANBURY HARBOR OWNERS' ASSOCIATION

3631 Lake Granbury Drive | Granbury, TX 76048 | 817-573-6171
LAKEGRANBURYHARBORLGHOA@GMAIL.COM | WWW.LGHOATX.ORG

ACCOUNT, ASSESSMENT & CLOSING STATEMENT

Use with the resale certificate to clearly identify amounts and requested services

PROPERTY ACCOUNT SUMMARY

Property Street Address

Account / Lot No.

Owner of Record

Statement Date

Number of Lots

Annual Assessment per Lot

$48.00

Current Account Balance

ACCOUNT / PROPERTY STATUS

Account Current	Yes	No
Outstanding Violation(s)	Yes	No
Special Assessment(s) Due	Yes	No
Other Outstanding Charges	Yes	No

Status Details / Violations / Special Assessments / Other Charges

FEES AND AMOUNTS DUE

Charge	Amount	Apply?
Annual assessment / account charges due		As applicable
Flat Resale Certificate Fee - per property address	375.00	Standard
Transfer Fee - per lot	250.00	As applicable
OPTIONAL Service Fee	20.00	Requested
OPTIONAL Office / Research Fee	20.00	Requested
OPTIONAL Rush Service Fee	75.00	Requested
OPTIONAL Update Information / Resale Certificate Fee	75.00	Requested

TOTAL AMOUNT DUE

Payment / Closing Notes

LAKE GRANBURY HARBOR OWNERS' ASSOCIATION
3631 Lake Granbury Drive | Granbury, TX 76048 | 817-573-6171
LAKEGRANBURYHARBORLGHOA@GMAIL.COM | WWW.LGHOATX.ORG

BUYER GOVERNING DOCUMENTS ACKNOWLEDGMENT

Receipt and understanding of association documents and property responsibilities

BUYER AND PROPERTY INFORMATION

Buyer Name

Buyer 2 / Spouse

Property Street Address

Date

DOCUMENTS RECEIVED / MADE AVAILABLE

- ☐ Deed Restrictions / Subdivision Restrictions
- ☐ Bylaws
- ☐ Rules / Regulations
- ☐ Resale Certificate and account information
- ☐ Architectural / permit requirements

OWNER RESPONSIBILITIES ACKNOWLEDGMENT

1. I understand that current email, phone, and mailing information should be maintained with LGHOA.
2. I understand that an HOA permit is required before beginning improvements or changes to the property.
3. I understand that Architectural Review Committee approval may be required before improvements are made, including fences, mobile homes, homes, and storage buildings.
4. I understand that prebuilt structures other than mobile or modular homes are not permitted under the notice included with the current resale certificate.
5. I understand that the property owner is responsible for following the applicable bylaws and deed restrictions.

☐ I acknowledge receipt of the information above and understand that I am responsible for reviewing and complying with the governing documents applicable to the property.

Buyer Signature / Typed Name

Date

Buyer 2 / Spouse Signature / Typed Name

Date

Association reminder: Return completed documents, required signatures, and closing/payment items to LGHOA.

#6888

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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

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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

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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.

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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.

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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

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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 bekept 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

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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. Invalidation 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, Vice President

ATTEST:

_____
Secretary

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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 A.M

Millicent Dean
DEPUTY

DORIS DYER, COUNTY CLERK
HOOD COUNTY, TEXAS

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7219

SUBDIVISION RESTRICTIONS

Section B, Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
COUNTY OF HOOD)

KNOW ALL MEN BY THESE PRESENTS:

That Granbury Resort Company, a Texas corporation, the owner of the lots hereinabove described, as shown by the plat thereof recorded in Volume 1, Page 213 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.

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

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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 of 750 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

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 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 and side street line of Lots 449 through 609) 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 449 through 609), 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 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 Lot 468).

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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. 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, 1981, except that on Lots 584 through 609 hereunder 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 36; 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

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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 line of Lots 425, 437, 448 and 461, (ii) the southerly side lot line of Lots 435 and 462. A Southwestern Bell Telephone Company 50-foot wide easement, as designated on the aforesaid recorded plat of the lots hereunder, crosses a portion of the following lots hereunder: Lots 8, 9, 65, 66, 84, 85, 142, 143, 166, 222, 223,224, 251, 252, 308, 309, 341, 342, 399, 400, 512, 513, 514, 515 and 552. 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.

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.

SANITATION EASEMENTS AND RESTRICTIONS. Those areas designated as being subject to "well easements" on the aforesaid recorded plat of the lots hereunder, including all or a portion of Lots 93 through 99, 129 through 135, 187 through 193, 197 through 203, 272 through 276, 509, 511 through 518, 549 through 553, are subject to the following restrictions:

> The construction, fabrication, installation, or placement of a human or household waste disposal facility, animal or poultry shelter and/or any other source of possible pollution on any part of the area described by said sanitation easement is prohibited so long as the water well located at the center of the easement area is used for a public water supply. Pollution means such contamination or other alteration of the physical, chemical or biological properties of water as to render such water harmful, detrimental or injurious to public health, safety or welfare, or to legitimate beneficial use.

Portions of Lots 452 and 453, as shown on the aforesaid recorded plat, are subject to a Brazos River Authority flowage easement.

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.

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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 1978, at which date in the year 1978 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

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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 bekept 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

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hereunder. Notwithstanding any other provisions hereof, 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. Invalidation 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 8th day of November, 1978.

GRANBURY RESORT COMPANY

By _____
Clarence J. Spangler, Vice President

GRANBURY RESORT COMPANY CORPORATE SEAL TEXAS

ATTEST: _____
R. L. Crosier, Secretary

Unofficial Copy

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 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 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 8th day of November, 1978.

NOTARY PUBLIC · COUNTY OF DALLAS, TEXAS

Barbara Kilpatrick
Notary Public, Dallas County, Texas

FILED FOR RECORD
AT 9:20 P. M.

NOV 8 1978

Doris Dyer
Clerk County Court, Hood County, Texas

FILED FOR RECORD THE 8 DAY OF Nov. 1978 AT 9:20 P.M.

RECORDED THE 13 DAY OF Nov. 1978 AT 9 A.M.

B Jim Crisler
DEPUTY

DORIS DYER, COUNTY CLERK
HOOD COUNTY, TEXAS

Unofficial Copy

6808 BOOK 330 PAGE 219

SUBDIVISION RESTRICTIONS

Lots 1 through 25, 27 through 383, Section C,
Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
)
COUNTY OF HOOD) KNOW ALL MEN BY THESE PRESENTS:

That Granbury Resort Company, a Texas corporation, the owner of the lots hereinabove described, as shown by the plat thereof recorded in Slide A, Page 203B, 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.

A CERTIFIED COPY
Attest: Feb 5, 1998
ANJANETTE ABLES, County Clerk
Hood County, Texas
By _____ Deputy
Martin Castillo, Deputy

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 of 750 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure 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 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. Subject to the exceptions described hereinafter, fences shall be permitted to extend to the side and front lot lines and only to not less than 5 feet of the rear lot lines of all lots hereunder, but without impairment of the easements reserved and granted in these restrictions. On Lots 1 through 23, 90, 91, 102, 127, 128, 148, 149, 156 through 161, 171 through 174, 176 through 191, 329 through 344, 356 through 383, fences may be extended to the rear lot lines, but to not less than 5 feet

A CERTIFIED COPY
Attest: Feb 5 1958
ANJANETTE ABLES, County Clerk
Hood County, Texas
By [signature] Deputy
Martin Castillo, Deputy

of the front lot lines. Fences may not be located within 5 feet of the common side lot lines between Lots 7 and 8, 10 and 11, 11 and 12, 17 and 18 and 361 and 362.

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 23, 24, 30, 58, 266, 267, 290, 350 and 351) 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 (provided, however, that Lots 17 and 18 may not be so grouped 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 27, 28, 29, 42, 58, 102, 115, 178, 336 and 337). On lots affected by the Texas Electric Service Company power line easement, being Lots 215, 216, 239, 240, 243, 244, 264, 265, 268, 269, 288, 289, 293, 294, 315, 316, 328 and 329, no building, mobile home or other structure may be constructed or installed which may endanger or interfere with the operation of such power lines; provided, however, that fences not more than 8 feet high may be erected within such easement area (subject to the provisions of Paragraph 6 hereinabove) if such fences contain gates, openings or removable sections at least 12 feet wide which will permit the easement owner reasonable access to all portions of such easement.

8. 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. Tents and other 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, 1984. 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.

A CERTIFIED COPY
Attest: Dec 5 19 88
ANJANETTE ABLES, County Clerk
Hood County, Texas
By Martin Castillo Deputy
Martin Castillo, Deputy

Architectural Control Committee requirements are: (a) that the mobile home be of late model; 500 square feet in size minimum on all 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 line of Lot 18 and (ii) the southerly side lot line of Lot 17. 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.

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, 12 and 13 hereof shall not apply thereto.

A CERTIFIED COPY
Attest: Feb 5, 1958
ANJANETTE ABLES, County Clerk
Hood County, Texas
By Martin Castillo, Deputy
Martin Castillo, Deputy

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 Department of Water Resources. 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 (other than any lots excepted herefrom pursuant to Paragraph 10 hereof), 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 pool, 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 1981, at which date in the year 1981 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 attorney's fees. Such

A CERTIFIED COPY
Attest: Feb 5, 1988
ANJANETTE ABLES, County Clerk
Hood County, Texas
By _____ Deputy
Martin Castillo, Deputy

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.

A CERTIFIED COPY
Attest: 5 ,19 46
ANJANETTE ABLES, County Clerk
Hood County, Texas
By _____ Deputy
Martin Castillo, Deputy

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 attorney's 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, 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. Invalidation 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 21st day of November, 1980.

GRANBURY RESORT COMPANY

By _____
Clarence J. Spangler, Vice President

ATTEST:

_____
Robert V. Hardwick, Secretary

A CERTIFIED COPY
Attest: Feb 5, 1998
ANJANETTE ABLES, County Clerk
Hood County, Texas
By _____ Deputy
Martin Castillo, Deputy

SUBDIVISION RESTRICTIONS

VOL 368 PAGE 92

Lots 1 through 205, 207 through 256, and 258 through 304, Section D, Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
)
COUNTY OF HOOD)

08463

KNOW ALL MEN BY THESE PRESENTS:

That Granbury Resort Company, a Texas corporation, 1300 Expressway Tower, Dallas, Texas 75206, the owner of the lots hereinabove described, as shown by the plat thereof recorded in Slide A, Page 218, 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.

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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 (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underkirted, 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 of 600 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure 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 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. Subject to the exceptions described hereinafter, fences shall be permitted to extend to the side lot lines (except to not less than 5 feet of the easterly side lot lines of Lots 129, 176, 230 and 282 and to not less than 5 feet of the westerly side lot lines of Lots 128, 177, 229 and 283) and front lot lines and only to not less than 5 feet of the rear lot lines of all lots hereunder, but without impairment of the easements reserved

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and granted in those restrictions. On Lots 1 through 98, fences may be extended to the rear lot lines, but to not less than 5 feet of the front lot lines.

7. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 10 feet 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 (provided, however, that the following pairs of lots may not be so grouped as one lot: Lots 128 and 129, 176 and 177, 229 and 230, 282 and 283), 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. On Lot 1, which is affected by the Texas Electric Service Company power line easement, no building, mobile home or other structure may be constructed or installed which may endanger or interfere with the operation of such power lines; provided, however, that fences not more than 8 feet high may be erected within such easement area (subject to the provisions of Paragraph 6 hereinabove) if such fences contain gates, openings or removable sections at least 12 feet wide which will permit the easement owner reasonable access to all portions of such easement.

8. 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, storage building or bus erected or placed on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack or converted bus 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. Tents and other similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. 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)

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that the mobile home be of late model; 500 square feet in size minimum on all 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 40 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 easterly side lot line of Lots 129, 176, 230 and 282, and (ii) the westerly side lot line of Lots 128, 177, 229 and 283. 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.

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, 12 and 13 hereof shall not apply thereto.

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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 Department of Water Resources. 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 (other than any lots excepted herefrom pursuant to Paragraph 10 hereof), 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 pool, 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 1983, at which date in the year 1983 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 attorney's fees. Such

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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. 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.

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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 attorney's 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, 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. Invalidation 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 14th day of October, 1982.

GRANBURY RESORT COMPANY

By: Clarence J. Spangler, Vice President

ATTEST:

Robert V. Hardwick, Secretary

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THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned Notary Public in and for the State of Texas, 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 the Vice President of 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 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 14th day of October 1982.

Barbara Kilpatrick
Notary Public, State of Texas
BARBARA KILPATRICK

My Commission Expires:
11/30/84

FILED FOR RECORD
AT 11:30 A.M.
OCT 19 1982
Doris Dyer
Clerk County Court, Hood County, Texas

PLEASE RETURN RECORDED
RESTRICTIONS TO:

Mr. Clarence J. Spangler
GRANBURY RESORT COMPANY
1300 Expressway Tower
Dallas, Texas 75206

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FILED FOR RECORD ON THE 19 DAY OF OCTOBER, 1982, AT 11:30 A M.
RECORDED ON THE 25TH DAY OF OCTOBER, 1982, AT 9:00 A.M.
BY: Patty Hudson
DEPUTY
DORIS DYER, COUNTY CLERK
HOOD COUNTY, TEXAS

VOL 1177 PAGE 655

05108

SUBDIVISION RESTRICTIONS

Lots 1 through 9, Section E,
Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
)
COUNTY OF HOOD) KNOW ALL MEN BY THESE PRESENTS:

That Granbury Resort Company, a Texas corporation, with offices at 1300 Expressway Tower, Dallas, Texas 75206, the owner of the land hereinabove described, as shown by the plat thereof recorded in the Slide A, Page 313-A, 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 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 maximum floor area of 144 square feet), a private boathouse and a private garage for the sole use of the owner or occupant.

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 per-

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mitted to remain on any lot, (ii) all construction must be of new material, except stone, brick, and 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 (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. 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 undersigned or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 12 inches.

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 of 600 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. 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. Subject to the exceptions described hereinafter, fences shall be permitted to extend to the side lot lines and rear lot lines and only to not less than five (5) feet of the front lot lines of all lots hereunder, 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 ten (10) feet or nearer to the side lot line or rear lot line than five (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

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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 ten (10) feet.

8. 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 hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, basement, garage or storage building or bus erected or placed on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack or converted bus 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. Converted buses, tents and other similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. 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; 500 square feet in size minimum on all 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 40 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 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

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(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. 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.

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, 12, 13 and 16 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 method 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 Department of Water Resources. 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 (other than any lots excepted herefrom pursuant to Paragraph 10 hereof), an assessment is hereby made of $3.00 per month per lot with respect to the total of lots owned by a person or persons 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 pool, parks and recreational areas are for the sole use and benefit of the 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 1987, at which date in the year 1987 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 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 assesment 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 attorney's 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. 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 then 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 the 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 vehicles, 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 succes-

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sors 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 restrict on 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 attorney's 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, the undersigned 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. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated in writing by the undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.

17. 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 in 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

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in the Office of the County Clerk, Hood County, Texas, and shall be effective upon the date of such recordation.

18. Invalidation 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 13th day of May, 1987.

GRANBURY RESORT COMPANY

By: Clarence J. Spangler
Clarence J. Spangler
Vice President

ATTEST:

Robert V. Hardwick
Robert V. Hardwick, Secretary

THE STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 13th day of May, 1987, by Clarence J. Spangler, Vice President of GRANBURY RESORT COMPANY, a Texas corporation, on behalf of said corporation.

Barbara Kilpatrick
Notary Public, State of Texas
Barbara Kilpatrick

My Commission Expires: 11/30/88

Return to: GRANBURY RESORT COMPANY, 1300 Expressway Tower, Dallas, Texas 75206

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS
COUNTY OF HOOD
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.

Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 12:30 P M.

MAY 13 1987

Anjanette Ables
Clerk County Court, Hood County, TX.

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11065

SUBDIVISION RESTRICTIONS

Lots 1 through 55, Section F,
Lake Granbury Harbor Subdivision

THE STATE OF TEXAS)
)
COUNTY OF HOOD) KNOW ALL MEN BY THESE PRESENTS:

That Granbury Resort Company, a Texas corporation, with offices at 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206, the owner of the land hereinabove described, as shown by the plat thereof recorded in the Slide A-358-B, 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 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), a private boathouse and a private garage for the sole use of the owner or occupant. No lot hereunder may be used as a residence or for permanent dwelling use unless a residential structure or camping equipment (other than a tent or other temporary camping equipment) complying with these restrictions has been placed or constructed on such lot and unless such structure or equipment has been connected to sewage disposal facilities complying with all provisions,

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rules, regulations and requirements of governmental bodies and agencies having jurisdiction.

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, and 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 (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. 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 undersigned or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 15 inches or a culvert having a length of less than 22 feet.

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 of 600 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. 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 lot lines and rear lot lines and only to not less than five (5) feet of the front lot lines of all lots hereunder, 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 ten (10) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot

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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 than fifteen (15) feet to the front lot line on Lots 17, 18, 21, 22 and 23 or nearer than twenty (20) feet to the front lot line on all other lots hereunder.

8. 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 hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, basement, garage or storage building or bus erected or placed on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack or converted bus 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. Converted buses may not be placed and may not remain on any lot hereunder. Tents, cabover campers and other similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. 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 all 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 40 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 hereunder. Said easements are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines,

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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 or shrubbery 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, the side lot lines of 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. 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 over and across Lots 38 and 42.

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, 12, 13 and 16 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 method 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 Natural Resource Conservation Commission. 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 (other than any lots excepted herefrom pursuant to Paragraph 10 hereof), an assessment is hereby made of $3.00 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 $12.00 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 word "owned", 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 pool, parks and recreational areas are for the sole use and benefit of the 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 1994, at which date in the year 1994 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 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 attorney's 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 and/or any lien held by the undersigned. 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 then 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 the 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

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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 vehicles, 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 vi'ation, and (iii) recover court costs and reasonable attorney's 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, the undersigned 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. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated in writing by the

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undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.

17. 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 in 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, Hood County, Texas, and shall be effective upon the date of such recordation.

18. Invalidation 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 18TH day of NOVEMBER, 1993.

GRANBURY RESORT COMPANY

By: Clarence J. Spangler
Clarence J. Spangler
Vice President

ATTEST:

Robert V. Hardwick, Secretary

THE STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 18TH day of NOVEMBER, 1993, by Clarence J. Spangler, Vice President of GRANBURY RESORT COMPANY, a Texas corporation, on behalf of said corporation.

BARBARA KILPATRICK
Notary Public
State Of Texas
My Comm. Exp. Nov. 30, 1988

Barbara Kilpatrick
Notary Public, State of Texas
Barbara Kilpatrick

My Commission Expires: 11/30/88

Return to: GRANBURY RESORT COMPANY, 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206

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VOL 1410 PAGE 397

FILED FOR RECORD
AT 10:00 A M.

NOV 2 3 1993

Anjanette Ables
County Clerk, Hood County, TX

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS COUNTY OF HOOD

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUTY, TEXAS, in the Volume and Page as shown hereon.

CLERK OF HOOD COUNTY, TEXAS

Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

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Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222

Document Number: 2026-0011203 -
Filed and Recorded - Real Records

BY-LAWS
Grantor: LAKE GRANBURY HARBOR OWNERS ASSOCIATION
Pages: 19
Recorded On: 08/12/2026 03:36 PM

This page is a permanent part of the document.
Do Not Destroy

Recorded On:	08/12/2026 03:36 PM
Document Number:	2026-0011203
Receipt Number:	R2611995
Amount:	$83.00
Recorded By:	Traci Smith

Notes:

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas

Christine C. Leftwich
County Clerk
Hood County, Texas

Return To: In Office
LAKE GRANBURY HARBOR OWNERS

LAKE GRANBURY HARBOR
OWNERS' ASSOCIATION

(LGHOA)

2026 BY-LAWS

7-11-2026

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BY-LAWS

LAKE GRANBURY HARBOR OWNERS' ASSOCIATION

ARTICLE I: INCORPORATION AND ORGANIZATION

The Lake Granbury Harbor Association (LGHOA), a Texas Non-Profit Corporation, was incorporated and organized in October 1976. The Articles of Incorporation are on file in the office of the Secretary of The State of Texas. The Certificate of Incorporation and copy of the Articles of Incorporation are on file in the LGHOA business office.

ARTICLE II: OFFICE LOCATION

Location of the Lake Granbury Harbor Subdivision office is 3631 Lake Granbury Dr., Granbury, Texas 76048. This location can only be changed if damaged or destroyed. In such case, business will return to this location once it has been made habitable and safe. If, in the future, a larger office is needed, then a new, non-residential building will be built on LGHOA property inside the subdivision, providing that the same is approved by a majority of voting members present at a special meeting called for this purpose. Original records are required to remain stored in the office. If documents are requested, only copies will be provided at a cost per page.

ARTICLE III: DEFINITIONS

The following words, when used in these By-Laws (except where context may prohibit or indicate otherwise) shall have the following meanings:

1. "**Association**," "Corporation," and "LGHOA" shall mean and refer to this non-profit Corporation.
2. "**Subdivision**" shall mean and refer to all that certain real estate and land, together with any improvements thereon, located in Lake Granbury Harbor Subdivision, Hood County, Texas.
3. "**Recreational Area**" shall mean and refer to certain portions of the Subdivision, together with any improvements thereon, which was conveyed to the Association by Lake Granbury Resort Co., Developer and Declarant, by deeds dated March 5, 1984, Lot numbers 69, 178, 301, and 302, Block 3, Section A, Vol. 1046 Page 843; Lot No. 448, Block O, Section B; Vol. 1046 Page 845; and a tract of land 3.4029 acres in size and a tract of land 05984 acres in size; Vol 1046. Page 847.
4. "**Facilities**" shall mean and refer to streets, roads, common grounds, street signs, fences, gates, pool, maintain such equipment, and structures used to house and maintain such equipment and associated real estate.
5. "**Lot**" shall mean and refer to each numbered lot shown on the recorded plats of the Subdivision and to any plat of the Subdivision or any part thereof.
6. "**Residential Lot**" and "**Camper Lot**" shall mean and refer to all lots shown on the recorded plats of Lake Granbury Harbor Subdivision, Hood County, Texas, and to any plot of land shown upon any future recorded map or plat of the Subdivision or any part thereof, with the exception of the

Recreational Areas and Facilities as heretofore defined, the permissible use of which limited by restrictive covenants to residential use.

7. "**Assessments**" are mandatory charges levied against all lots to fund Association operations and obligations. Examples include annual or monthly HOA dues, special assessments for road repair or drainage improvements, special assessments for community signage replacement, reserve fund assessments, and assessments related to legal costs necessary to protect deed restrictions.
8. "**Fees**" are charges for specific services, processing, or administrative costs tied to an Owner's actions. Examples include late payment processing fees, architectural or building application review fees, resale certificate preparation fees, records request copying fees, and NSF (returned check) fees.
9. "**Fines**" are monetary penalties imposed for violations of the governing documents which remain unresolved after proper notice and an opportunity to cure has been given. Examples include fines for unapproved structures, abandoned/dilapidated RV storage, repeated trash or debris violations, repeated nuisance or noise violations, and animal or livestock violations.

   Specifically, by section within the Subdivision, all residential lots are limited to "single family residential purposes only and no building shall be erected or maintained on any residential lot other than a private residence, a private boathouse and/or a private garage for the sole use of the owner or occupant,"; exceptions, if any, are listed in the Subdivision restrictions.
10. "**Owner**" shall mean and refer to the recorded owner, whether persons or entities, who hold the fee simple title to a lot(s) situated within the subdivision, and also to the recorded owner of the fee simple title to any unplotted parts of the Subdivision. Renters, tenants, and lessees will be subject to rules, regulations, and charges for the use of facilities as approved by the Board of Directors, even though regular membership assessment, shall be paid by the owner of the property being rented or leased.
11. "**Associate Member**" are those renters, tenants, and lessees that have been approved by the Board of Directors to have certain privileges available to them for the use of LGHOA Facilities and Recreational Areas. Owner(s) will be responsible for registering Associate members at the HOA office.
12. "**Members in Good Standing**" shall mean and refer to an owner, as defined in 7 above, paid up current on all assessments, fines and others charges owed to the Association, and who is not in violation of any Restrictions or covenants, as recorded, and who is not in violation of any By-Laws of this Association.
13. "Guest(s)" shall mean and refer to a person(s) who is not an Owner, renter, tenant or lessee of property in this Subdivision, but is in the Subdivision at the invitation of and in anticipation of receiving hospitality at the home of an Owner, tenant, renter or lessee is responsible for the conduct and actions of their guest(s).

ARTICLE IV: RESPONSIBILITIES OF THE CORPORATION

Section 1: Ownership, Maintenance, Management, and Control

This Corporation, by and through its Board of Directors, has the responsibility of the ownership, maintenance, management, control and improvement of all Recreational Areas and Facilities

located in this subdivision and enforcing subdivision restrictions as filed for record by Declarant. The funds for such purposes shall be secured by the Corporation from assessments as the same may be hereinafter provided that this Corporation may establish special charges to be paid by Members and Associate Members.

The Board of Directors shall have the authority to issue fines to violators for speeding in the subdivision, dumping trash, littering and for any other violation of the rules, regulations and/or obligations herein, or of the Restrictions for any Section of the subdivision. Except as expressly indicated on a published "Schedule of Fines" for specific violations, the said fines will be assessed as follows:

First Offense:	A written warning
Second Offense:	A fine of at least $25, or such higher amount as a majority of the Board, in its sole discretion, may deem necessary and appropriate based on the nature and extent of the violation; subject, however, to a maximum of $250
Third Offense:	A fine of at least $50, or such higher amount as a majority of the Board, in its sole discretion, may deem necessary and appropriate based on the nature and extent of the violation; subject, however, to a maximum of $500

After the third offense, the Board will have the authority to file a formal complaint with the Sheriff's office and pursue any other legal and equitable remedies which may be available.

Section 2: Functions of the Corporation

This Corporation shall have, exercise and enjoy all the rights, privileges and remedies, and shall perform all the functions and duties assigned to, delegated to, granted to and required of it by the terms and provisions of said Declaration of Restrictions, and all further rights and powers as may be appropriate under its Articles of Incorporation and these By-Laws.

ARTICLE V: FACILITIES AND RECREATIONAL AREAS

Section 1: Management of Recreational Areas and Facilities

All members in good standing, their families and authorized guests shall have the right to use all of the Association's facilities, including its swimming pool, park and recreational area, boat ramp, cabana (bath/pump house) and fishing docks. For effective control, Rules and Regulations as may be necessary for the orderly use, management and preservation of said Recreational Areas and Facilities, including, but not limited to, Rules and Regulations concerning the rights and privileges of member, guests of members, and associate members, shall be made by the Board of Directors of this Corporation.

Section 2: Alcoholic Beverages

LGHOA does not allow the consumption of alcoholic beverages or drugs at or on any part of said Recreational Areas and Facilities, including its swimming pool, park and recreational area, boat ramp, cabana (bath/pump house), fishing docks.

Section 3: Use of Recreational Areas and Facilities

Except as otherwise provided, the use and employment of the Association Recreational Areas

and Facilities is limited to those persons or entities who are Members in good standing of this Association and their respective immediate families and guests. Associate Members may be permitted use of the Recreational Areas and Facilities subject conditions as set forth in these By-Laws through tenant registration fees. (see SOP)

Section 4: Services Provided by Corporation

This Corporation may provide to its members the following services, including, but not limited to, construction and maintenance of streets and roads, pool facilities, boat ramp, playground, picnic areas and common ground areas. If and when members petition for additional services to be provided or made available to the members, the Board of Directors shall investigate the cost of adding such service or services, and inform the members of such cost. If special additional assessments would be required, the cost per member must be established and the members would vote on the increase in assessments. If approved by two-thirds majority of the members, whether in person or by absentee vote (due no later than 24 hours before the meeting), the Board of Directors must then take the steps necessary to provide such service or services. The Board of Directors will assure that all Facilities are properly maintained at all times even when not in actual use.

ARTICLE VI: MEMBERS AND VOTING RIGHTS

Section 1: Requirements for Membership

Every person or entity who is a record owner of a fee simple interest in any lot, as herein defined, will be a member in the Association, and remain a member of the said Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. It is further provided that the Board of Directors make and enforce Rules and Regulations governing the rights and privileges of multiple owners of a lot, or imposing a special additional assessment fee, to allow such multiple members to have and enjoy the rights and privileges of membership.

Section 2: Voting

Members shall be entitled to vote at all meetings of members. Husband and wife, partners, joint owners, and Corporations are entitled to one vote each so long as the total votes do not exceed two votes, regardless of number of partners, joint owners, Corporation members or number of lots owned.

Section 3: Good Standing

Only Members in Good Standing will be allowed to vote at any special or general meeting of the LGHOA, except that even members who are not in Good Standing may vote to elect the Board members of the organization.

Section 4: Conditions of Membership

Membership in the Homeowners Association is automatic and mandatory for all property owners within the community. Each owner, upon acquisition of a property within the jurisdiction of the Association, shall become a member, and such membership shall terminate upon the sale, transfer, or conveyance of the property.

Membership rights and privileges are subject to compliance with the Association's governing documents, including the Declaration of Covenants, Conditions and Restrictions (CC&Rs), By-Laws, and rules and regulations. Members are entitled to participate in meetings, vote in association elections, and use common areas, subject to the rules established by the Board of Directors. Failure to comply with the Association's governing documents may result in the suspension of membership privileges, as outlined in the enforcement policy.

ARTICLE VII: MEETING OF MEMBERS

Section 1: Annual Meetings of Members

An annual meeting of the members shall be held on the first Saturday in September of each year, to commence at an hour to be set by the Board of Directors, for the purpose of election Directors and for the transaction of such other business as may come before the meeting. If the election of Directors is not held on the designated day aforesaid, or any adjournment thereof, the Board of Directors shall include the election to be held at a special meeting or the members as soon thereafter as conveniently may be. The business conducted at any and all membership meetings, of every kind and character, shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

Section 2: Special Meetings

Special meetings of the Homeowners Association may be called by the President of the Board or by a majority of the Board of Directors. Additionally, special meetings may be called upon the written request of at least 10% of the association members in Good Standing. Notice of any special meeting shall be given to all members at least five (5) days prior to the meeting date by one of the following forms and must include a ballot:

US Mail: Send a written notice to each property owner

Internet: Post the notice on the association's internet website

The notice shall specify the time, date, location, and purpose of the meeting. Only the business specified in the notice may be conducted at a special meeting. Quorum requirements for special meetings shall be consistent with those defined for regular meetings, unless otherwise specified in these By-Laws. The business conducted at all Special Meetings, of every kind and character, shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

Section 3: Emergency Meetings

An Emergency Meeting of the Board of Directors of the Association may be called by any two (2) members of the Board at any time. For such meetings, all the usual notice requirements shall be waived, but a quorum of the Board shall be required in order for the meeting to be valid and the business conducted therein to have any force or effect. The business conducted in all Emergency Meetings shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

ARTICLE VIII: OFFICERS

Section 1: Nomination and Voting

When the term expires for an officer's position, it shall be filled by a Member in Good Standing, elected at the annual meeting of members by a majority of the votes cast, whether in person at such meeting or by absentee ballot. Additionally, no person who has been convicted of either a felony or an act of moral turpitude shall be eligible to run for office in the LGHOA. All ballots shall be received no later than 24 hours before the election meeting and shall not be opened until the certified tabulation of the votes cast on the day of the election. All election committee members shall be present at the opening of the absentee ballots. An independent Election Judge shall be appointed by a majority of the Board and shall also be present to oversee the opening and counting the ballots on the day of the election. The independent Judge shall serve with reasonable compensation, to be set by the Board. Any election committee member who fails to disclose information relative to the voting process shall be banned from serving on any committee or run for a position as an officer or on the Board for a period of two (2) years.

Section 2: Appointment to the Board of Directors

Each and every duly elected officer of the LGHOA shall automatically become a member of the Board of Directors of the Association.

Section 3: President

The President shall have the responsibilities of Chief Executive Officer of the Association and shall have the authority of such, and shall preside over meetings of the Board of Directors and meetings of the membership. He/she shall be an authorized cosigner of checks, along with the Treasurer or Vice President. He/she shall be the only person to possess a complete set of keys and combinations to all LGHOA property. The President shall have full voting powers as an officer and with the Board of Directors. The President shall appoint committees and delegate authority to such committees as the Board may deem proper.

Section 4: Vice President

The Vice President shall exercise the functions of the President in his/her absence and shall perform such duties as the Board of Directors may proscribe, and shall enforce the restrictions set forth in the deed restrictions, the HUD report, and the By-Laws. The Vice President shall be an authorized cosigner of checks along with the Treasurer or President and shall have the responsibility to be up-to-date on matters pertaining to LGHOA business. He/she will be responsible for documenting any deed restrictions, taking pictures of violations, preparing court documents and filing court cases after majority Board approval to proceed. The Vice President must keep the Board of Directors informed of all court matters. **Majority Board approval in this case shall be a majority of the Directors holding office without regard to vacant positions.**

Section 5: Secretary/Treasurer

The Secretary shall keep, or cause to be kept, the minutes of all meetings, be the custodian of the Corporate Seal, and perform all duties required of a Secretary.

The Treasurer shall work closely with the other Association Officers & Directors. He/she shall

be responsible for the proper accounting of the Association's financial matters and such other reports as may be specified by the Board of Directors. Monthly financial statements shall be prepared by the 2nd Saturday of the following month and made available upon request within 72 hours. Homeowners are responsible for the cost of any copies requested. Budgets shall be prepared as per "Section 7, Budget". Secretary/ Treasurer is an authorized cosigner of checks along with the President and Vice President.

This position may, at the option of a majority of the Board, be split into two separate positions, i.e. the office of "Secretary" and the office of "Treasurer", rather than "Secretary/Treasurer" as a single office.

Section 6: A.M.A. Director

The A.M.A. Director shall be responsible for:

- the collections of all fees, dues, liens, fines, interest and other charges
- maintaining a database of all dues billed and paid, address changes and changes of property ownership; the A.M.A. Director must directly oversee these operations
- maintaining paper files as a back-up for all digital A.M.A. records
- ensuring that the annual billing will be completed on or about April 1st of each year, with a due date of May 1st and a late date of June 1st
- a monthly written Report to the Board of Directors by the 2nd Saturday of each month, suitable for presentation at the monthly Board meeting

The A.M.A Director shall <u>not</u> have the authority to co-sign checks.

Section 7: Maintenance Director

He/she shall be responsible for maintenance of that which is owned or controlled by LGHOA. He or she shall supervise mowing services requested by property owners under a signed contractor for a fee (paid for by said Owner directly to the HOA office). Where the cost of repair is expected to be greater than $500, he/she shall locate and obtain 3 bids for those repairs and present them to the Board for approval. The Maintenance Director shall never receive cash, gifts, tickets, etc. for personal benefit from a contractor submitting a bid, as this is a conflict of interest and subject to legal ramifications. He/she will work directly with 1099 or W2 employees for services needed.

Section 8: Community Liaison

The purpose of this position is to foster positive relationships within the community by providing clear communication, assisting residents with questions and concerns, supporting board initiatives, and promoting community engagement. She/he shall serve as the primary point of contact for member questions and concerns and help facilitate constructive solutions. He/she shall also respond to inquiries regarding HOA policies, community projects and events, and ensure residents receive timely updates about meetings, maintenance, and community news. He/she shall attend HOA board meetings and provide community feedback, assist with surveys and resident outreach programs and help communicate board decisions in a clear, transparent manner. He/she will monitor and control all social media

accounts, Zoom, and the community website.

ARTICLE IX: BOARD OF DIRECTORS

Section 1: Appointment of Board Members

Each duly elected officer of the LGHOA shall automatically become a member of the Board of Directors of the Association. However, under no circumstances can someone who has been convicted of a felony or an act of moral turpitude, or who is not a Member in Good Standing, become a member of the Board of Directors.

Section 2: Size of the Board

The affairs and management of the Association shall be conducted by the Board of Directors, consisting of no fewer than five (5) members and no more than seven (7) members at any one time, all of whom will also be officers of the Association.

Section 3: Tasks and Authority

The affairs and management of the Association shall be conducted by the Board of Directors consisting of five (5) Directors minimum and (7) Directors maximum, which Board shall have full power and authority to carry out the purposes of the Association and to do any and all lawful acts necessary or proper thereto.

Under Texas law, Directors and Officers of the HOA are considered fiduciaries of the corporation. A fiduciary is one who occupies a position of trust and confidence, and who has a duty to act with integrity, loyalty, and in good faith. These duties require Directors and Officers to perform their responsibilities with honesty, fairness, and strict accountability. Such duties are commonly categorized as the duties of obedience, loyalty, and due care. The duty of loyalty mandates that Directors and Officers act in the best interests of the HOA and must avoid personal conflicts of interest. They must act with candor, unselfishness, and good faith, ensuring that their personal interests do not override their obligation to serve the best interests of the Association.

Section 4: Service Terms

The terms of the Board of Directors shall coincide with the term served by a person as an officer of the Association. At no given time shall two people of the same household hold the position of officer or Directors of the Association at the same time. Also, at no given time shall one person hold multiple Board positions at the same time.

Section 5: Removal/Replacement of Directors

A Director may be removed from office for any justifiable reason, as determined by the majority vote of the Board of Directors and the homeowners. "Justifiable" reasons include, but are not limited to, misconduct, corruption, criminal actions, failure to perform the duties of the office to which they were elected, breach of fiduciary duties, and/or failure to attend (i) three consecutive Board meetings, or (ii) four or more Board meetings within a calendar year. Removal may be enacted through a simple majority vote of the Board of Directors and members in attendance at either a regular meeting or a special meeting.

Section 6: Indemnity of the Association

By accepting the nomination for and acceptance to the position of an officer and/or Director in the LGHOA, such officers and/or Directors shall thereby expressly accept and acknowledge that:

a) any officer or Director who breaches their respective fiduciary duties, or engages in unlawful, grossly negligent or willful misconduct, or commit acts which are clearly beyond the scope of the normal duties and responsibilities associated with their position in the HOA, will do so with the full knowledge and understanding that such actions will pierce the veil of corporate liability protection and they will become personally liable for their actions; and

b) that, in these circumstances, such breaching officer or Director also expressly agrees to indemnify and hold the LGHOA harmless against any and all liability, damages and harm, whether financial or otherwise, that may be caused to third parties thereby.

Section 7: Meetings

A majority of the Board of Directors present at the meeting shall be sufficient to run the normal operations and business of the Association. If any Director's office is vacant, this shall in no way hinder the remaining Directors from carrying out the normal operations and business of the Association, except as stipulated under other specific articles of the By-Laws. Meetings of the Board of Directors shall be held monthly at the office of the LGHOA. If circumstances prevent the use of the LGHOA office, an alternate location somewhere else in Lake Granbury Harbor will be posted. Meetings are to be held the second week of each month, with notice posted at least seven days prior. Executive meetings must be posted at least seven (7) days in advance, stating the purpose of the meeting, and must be conducted in accordance with the Texas Open Meetings Act. A record and written transcript of the meeting shall be kept by the Secretary.

Section 8: Audit

The Board of Directors shall be responsible for the proper maintenance of the financial records of the Corporation. Within sixty days of the end of the Corporation's fiscal year, the Board shall retain the services of an independent accounting firm to perform an audit of the records of the Corporation, which will subsequently be available for review by members during regular business hours.

Section 9: Budget

The Board of Directors shall be responsible for the preparation of an annual budget for the Corporation. The budget may be prepared either by the Board of Directors or by a committee selected by the Board of Directors, and shall be made available to the members within 60 days of the end of the Corporation's fiscal year.

ARTICLE X: COMMITTEES

Section 1: Duties

Duties vary by Committee. Committees shall have a Chairman, Secretary and, where money is involved, a Treasurer. The Chairman oversees the committee and will communicate directly to the Board and to the community regarding the specific activities of that committee. The Secretary is responsible for administrative tasks, research and social media. The Treasurer is responsible for creating purchase orders, acquisitions, keeping a ledger of funds and giving a report to the Chairman to present to the Board. The Treasurer MUST be bonded.

Section 2: Qualifications

Committee members need to have relevant skills, be team players and complete the tasks for which they have accepted responsibility. When dealing with kids, a background check shall be required. Anyone on the Child Offender Registry cannot serve.

Section 3: Term

There is no term limit for committee members except for the elections committee, for which the term shall be one (1) year.

Section 4: Oversight Responsibilities

The President of the Association is responsible for all committees, however, he shall delegate the oversight to other Board Members.

ARTICLE XI: MISCELLANEOUS

Section 1: By-Laws Changes:

These By-Laws or any part thereof may be amended, modified or repealed only by 4/5 (80%) majority vote of approval of all **five (5) Directors of the Association and no approval can be given if any Directors office is vacant.** Once approved by the Directors to be placed on the agenda for a vote by the membership, all proposed changes, modifications or repeals will require no further approval by any other board member and must be posted either in hard copy or on the HOA website at least seven (7) days prior to the meeting. A vote must then be taken at the next regular monthly meeting of the Association with a 2/3 majority of the Lake Granbury Harbor Owners Association members present at that regular meeting voting in favor to pass.

Section 2: Notices

Unless otherwise required by statute, the Articles of Incorporation or by these By-Laws, any notice required to be given shall not be deemed to be personal notice, but may be orally given by the President causing to be posted such notice on the website and the bulletin board at the HOA office in Lake Granbury Harbor subdivision.

Section 3: Non-payment of Services by Officials

No member of the Board of Directors, or the committees, shall receive ANY compensation for acting as such. No member of the Board of Directors, nor any of their family members or other relations shall contract labor or enter into any contract for pay or be an employee of LGHOA or receive any payment for such. No Director shall accept any form of pay, gift, or personal gratuity

from any company or person doing contract work for LGHOA for personal gain. Direct donations can be accepted by the HOA but shall not have any influence in bid acceptance. Tax deductible receipts must be provided.

Section 4: Fund Expenditure Limitations

The expenditure of Lake Granbury Harbor Owners Association funds by the Directors of the board or officers shall be limited to Five Hundred Dollars to purchase new equipment, any improvements, or maintenance repairs. Any repairs, purchase of equipment or contracts over $500 must be posted for bids in the local newspaper and on the LGHOA bulletin board. A minimum of three bids shall be required before approval can be issued. All LGHOA checking and savings accounts shall require at least 2 signatures on all checks and or withdrawals. Purchases over $500 must be approved at a regular or special meeting by majority vote of both the Board of Directors and members present at the regular or special meeting.

Section 5: Understructure of Homes

If the under structure of any mobile home, including tongue or frame structure, is exposed in whole part, it shall be skirted and underpinned with materials designed for that purpose or approved by the Board of Directors within 180 days of moving.

Section 6: Control of Animals

Cats and dogs and other common household pets may be kept, provided they are not raised, bred, or maintained for commercial purposes. However:

- Dogs and cats are not permitted to run at large and must be kept within a fenced area or, if taken off the property, on a leash, and must be in the custody, care and control of the homeowner at all times.
- Dogs shall not be allowed to continually bark or create a nuisance, nor shall any other animal kept on the property, including livestock and/or fowl, be allowed to regularly disturb the safe and peaceful enjoyment of the neighborhood.

Full-sized livestock, such as cows, horses, donkeys and mules, or any other animal of that size or larger, may only be kept on any lot that meets Texas Agricultural Requirements for same.

Goats: Up to two goats are permitted *only* if the property consists of a minimum of ¼ acre. Goats must be kept solely for personal use. An HOA permit is required.

Poultry: No poultry of any kind is allowed on properties totaling less than ¼ acre. On properties larger than ¼ acre, members may, subject to first acquiring a permit from the HOA, keep up to a cumulative maximum of 25 poultry (i.e. chickens, ducks, pheasants, geese and quail) for personal use only. No commercial use of poultry is permitted under any circumstances.

Rabbits: Up to twenty rabbits per household are permitted on properties of ¼ acre or more. No commercial use is permitted. An HOA permit is required.

Bees: No commercial use is permitted. An HOA permit is required

ALL animals, including household pets, must be properly cared for and maintained in a clean, sanitary, and humane manner so as not to create odor, noise, physical safety issues, health concerns, or nuisances affecting neighboring properties.

Section 7: Unpaid Fees, Delinquent Amounts, Interest, Collections and Liens

Each lot is assessed $48 per year as HOA dues. This will increase by $5.00 each month for each month that such assessment is late being remitted. For example:

31+ days (1 month) past due = $53 assessment;
61+ days (2 months) past due = $58 assessment;
91+ days (3 months) pays due = $63 assessment; and so on

a) Interest on Delinquent Amounts
Any assessment, fee, fine, or other amount owed to the Association that remains unpaid for more than thirty (30) days after the due date shall accrue interest at a rate of ten percent (10%) per year, beginning on the thirty-first (31st) day, unless otherwise limited by law. Please refer to Texas Property Code 209.006 & SOP (Section 8).

b) Collection Costs
If any amount remains unpaid for more than ninety (90) days, the Association may refer the account to an attorney, consultant(s) or collection agency for collection. The Owner shall be responsible for all reasonable collection costs incurred by the Association, including but not limited to attorney fees, court costs, collection agency fees, title search costs, and filing and recording fees, as permitted by law.

c) Assessment Lien and Foreclosure
If an Owner remains delinquent for one hundred eighty (180) days or more, the Homeowners' Association shall prepare and file for record a Notice of Lien in the office of the County Clerk of Hood County, Texas. Once recorded, the lien shall secure the unpaid assessments, together with authorized interest and lawful collection costs.

The Association may pursue all lawful remedies to collect delinquent assessments, including lawsuit and, if authorized by Texas law and the governing documents, foreclosure. Foreclosure may only be pursued for delinquent assessments and other amounts that are legally allowed to be secured by an assessment lien. Fees and fines may be collected through lawful means but do not automatically qualify for foreclosure unless permitted under Texas law and properly treated as assessment-related charges.

Section 8: Standard Operating Procedures

The Board of Directors shall prepare written procedures to describe the duties of Directors, Officers, and committees, rules and regulations for facilities and Recreational Areas and instructions for employees. Each section of the manual shall be kept current and will be considered authorized operating procedure when undersigned by the Board of Directors responsible for preparation and issue. The manual may be changed by a majority vote of approval of all five Directors of the Association and no approval can be given if ANY Directors office is vacant. The manual will include but not be limited to the following:

a) Task and responsibility descriptions for the Board of Directors, Officers, Employees, Committees, and anyone else performing regular services for the Corporation.
b) Pool maintenance which will include specific requirements for personnel to be instructed and supervised in the chemical treatment and pool care by qualified personnel to be designated by the Maintenance Director.

c) Maintenance of lots by mowing, specifically requiring a system being developed to identify lots mowed, avoid improper billing, assure prompt response to owners with valid claims to improper acts of LGHOA, follow-up on unpaid fees and court action on long term unpaid fees.

d) Monthly maintenance of roads and rights-of-way, mowing, filling of potholes, etc.

e) Community Building maintenance, use and leasing.

f) Maintenance and control of boat ramps, fishing pier(s), parks and recreational facilities (other than pool).

g) Inventory and assets owned by the Corporation.

h) System for collection of AMA fees including billing, collection, and court actions of every kind and character.

i) Rights and privileges of Associate Members.

j) Tenant registration fees

k) File containing warranties, parts manual, repair manuals, maintenance request and work orders.

Section 9: Security

The changing of locks and/or combinations shall occur when it is considered necessary for the safeguarding of LGHOA assets and/or records, and shall also occur if there is a change in "key" personnel. The Security Director shall have the authority to carry out this task, but shall supply keys and combinations to only authorized personnel within twenty-four hours or the next business day.

Section 10: Mowing Contracts

The Association may make formal contracts on an annual basis with any property owner for mowing. The Board of Directors shall be responsible for the implementation and execution of procedures concerning all contract mowing by a majority vote of the board. Majority Vote of the Board of Directors shall in this case be 3 of 5 directors. No changes can be made to the implementation and execution of procedure if ANY Directors office is vacant. The mowing contracts shall then be the responsibility of the Maintenance Director, who will report the execution of the contracts or give written explanation as to why the mowing could not occur to the AMA Director. The AMA Director will be responsible for giving the Secretary/Treasurer the list of mowing fees to be refunded if circumstances dictate that the contract could not be fulfilled.

A formal contract may be obtained with a professional contractor on an annual basis for any contract mowing if an 80% majority of the Board of Directors so decide (i.e. 4 of the 5 Directors). No vote can be made if ANY Directors office is vacant. The contractor shall provide all of the equipment, repairs, maintenance of all equipment, employees and insurance. Proof of the contractor's liability insurance shall be required before the contractor can be approved. The contractor should specify what charges will be and require a formal invoice for each lot mowed. The Association shall monitor these invoices for accuracy as to the amount and actual services rendered.

If any lot owner fails to mow his/her lot(s) as needed and as specified by standards, procedures should provide for the formal notification by certified mail to the lot owner to mow the lot. If the lot is not mowed within 21 days of such notification of the need to mow the property owner's lot, then

the Association's contract mower will be approved to mow the lot. The fees incurred shall be passed on to the property owner for payment.

Section 11: Attorneys and Litigation

Only Board Members, with a vote of at least 60% (3/5) of the Board of Directors, may engage, contact or communicate with Association attorneys at Association expense regarding any matter pertaining to the HOA. The Board of Directors shall appoint one or more Board Members to represent the Board for such meetings, and those meetings shall be limited specifically to legal matters relating to the business of LGHOA. Meetings without Board approval shall be at the individual's personal expense.

Section 12: Fireworks

The discharge of fireworks is prohibited within the parameters of Lake Granbury Harbor subdivision when there is a "burn ban" in effect in Hood County. When there is such ban, fireworks will be allowed until 10:00 PM, except for the day of the holiday (July 4th and Dec 31st) until midnight.

Section 13: Firearms

The discharge of firearms is prohibited within the boundaries of the Lake Granbury Harbor sub-division. An owner who discharges a firearm or allows the discharge of a firearm on their property will be subject to an assessment of Two Hundred Fifty Dollars ($250) per violation, if a viable complaint is filed with legitimate proof.

ARTICLE XII: UNANIMOUS CONSENT OF DIRECTORS

The undersigned, being all of the fully elected and qualified Directors of Lake Granbury Harbor Owners Association, do hereby consent and resolve that:

All Articles of the By-Laws of the association be completely written as contained herein with the establishment of the index.

The foregoing By-Laws were written along with the index and, by a unanimous vote and approval of the Board of Directors, were hereby adopted as the Associations By-Laws.

APPROVING BOARD MEMBERS

President

Signature: _____ Date: 8-11-2026

Printed Name: Christopher Walton

Vice President

Signature: _____ Date: 8-11-2026

Printed Name: Shane Hufford

Secretary

Signature: Katha Deel Date: 8-11-2026

Printed Name: Katha Deel

Treasurer

Signature: Paula Ford Date: 8-11-2026

Printed Name: Paula Ford

AMA Director

Signature: _____ Date: 8-11-2026

Printed Name: LaDonna Zumwalt

Maintenance Director

Signature: _____ Date: 8-11-26

Printed Name: Seses Quintana Jr

Community Liaison

Signature: Stephanie Hood Date: 8-11-26

Printed Name: Stephanie Hood

FILED

AUG 12 2026

County Clerk, Hood County, TX

STATE OF TEXAS §

§

COUNTY OF Hood §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Walton, who acknowledged to me that he/she is the President of Lake Granbury Harbor Owners Association, Inc., a Texas nonprofit corporation, and that he/she executed the foregoing instrument on behalf of the corporation for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of Aug., 2026

Notary Public, State of Texas

LADONNA ZUMWALT
My Notary ID # 133540426
Expires January 22, 2030

Printed Name: LaDonna Zumwalt

My Commission Expires: 01/22/2030

SECOND NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF Hood §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned members of the Board of Directors of Lake Granbury Harbor Owners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that they executed the foregoing instrument on behalf of the corporation for the purposes and consideration therein expressed, and in the capacities stated.

Names of Board Members Acknowledged:

Christopher Walton, Shane Huckabee, Katha Deel, Paula Ford, Sabas Quintana, Jr., LaDonna Zumwalt, Stephanie Hood

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 2026.

Notary Public, State of Texas

Printed Name: Patricia Ridley My Commission Expires: 06/16/2029

Patricia Ridley

PATRICIA RIDLEY
NOTARY PUBLIC
STATE OF TEXAS
ID # 7058827
My Comm. Expires 06-16-2029

LGHOA Architectural Control Committee Permit Information

Please complete all sections and attach the following required documents for your Building Permit Request. A permit is required prior to the construction, placement, installation, or modification of any structure or improvement on any property within Lake Granbury Harbor OA. Failure to comply will result in a fine (even if the permit is a no fee permit, permit fee section) and issuance of a cease and desist order until all required permits are obtained.

1. Building Permit Application
2. Approved Septic Permit from Hood County Environmental
3. Flood Plain Permit (if applicable) – required if property is in a flood plain
4. Property Survey
5. Plot Plan showing:
   - Lot lines and easement lines
   - Distances from lot/easement lines for homes, fences, storage, patios, and driveways
   - Planned parking areas (no parking in easements)
   - Culvert protection method for driveways/parking over culverts
   - Placement of utility poles and water tap
6. Current Picture of the Lot
7. Home Design including:
   - Colors, materials, and shape
   - Direction the front door will face
   - Type of Foundation- Pier/beam or concrete

Applicant Information

Applicant Name:	_____
Address:	_____
Section & Lot Number:	_____
Phone Number:	_____
Email Address:	_____

Permit Price:

- New Site Built home - $2,500
- New Manufactured Home - $1,850
- Clean and Clear (per lot) - $50
- Fence - No Fee
- Porch/Patio - No fee
- Add-on - No fee
- Septic Tank - No fee
- Storage Building - No Fee
- Above ground pool - No Fee
- Garage/Carport - No Fee

Certification

I hereby certify that all information provided is true and correct to the best of my knowledge.

Applicant Signature: _____ Date: _____

Lake Granbury Harbor Owners Association (LGHOA)
Architectural Control Committee (ACC) Permit Application

Permit Number:

Date Submitted:

Owner Name:

Property Address:

Section (A-F):

Block:

Lot:

Phone:

Email:

Project Type

- ☐ **New Home Construction**
- ☐ **Manufactured Home Placement**
- ☐ **Fence**
- ☐ **Deck / Deck Cover**
- ☐ **Porch / Patio / Cover**
- ☐ **Garage or Carport**
- ☐ **Storage Building / Shed**
- ☐ **Above Ground Pool**
- ☐ **Septic System**
- ☐ **Lot Clearing / Clean & Clear**

Project Description

ACC Decision (Office Use Only)

☐ **Approved** ☐ **Approved with Conditions** ☐ **Denied**

LAKE GRANBURY HARBOR OWNERS ASSOCIATION (LGHOA)

BUILDING PERMIT LIABILITY WAIVER, RELEASE, AND INDEMNITY AGREEMENT

THIS AGREEMENT IS REQUIRED FOR ALL PERMIT APPLICATIONS AND CONTAINS A RELEASE OF LIABILITY AND INDEMNIFICATION FOR NEGLIGENCE.

1. CONDITION OF PERMIT APPROVAL

A permit is required prior to any construction, placement, installation, or modification. Failure to comply may result in fines and a cease and desist order. Signing this agreement is required for permit approval.

2. SCOPE OF WORK

This applies to all improvements including, without limitation, homes, out-buildings, fences, decks, patios, garages, septic systems, and lot clearing.

3. ACC LIMITATIONS

The Architectural Control Committee reviews only for HOA covenant and aesthetic compliance. It does NOT verify engineering, safety, drainage, or code compliance.

4. OWNER RESPONSIBILITY

Owner is responsible for permits, compliance with laws, construction methods, and contractor oversight.

5. ASSUMPTION OF RISK

Owner assumes all risks including without limitation injury, property damage, defects, drainage issues, contractor negligence, and future damages.

6. RELEASE OF LIABILITY (INCLUDING NEGLIGENCE)

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, OWNER RELEASES AND INDEMNIFIES LGHOA FROM ALL LIABILITY ASSOCIATED WITH CLAIMS RELATED TO PERMIT APPROVAL AND ANY CONSTRUCTION UNDERTAKEN SUBSEQUENT THERETO, INCLUDING CLAIMS ARISING FROM ERRORS AND OMISSIONS OF LGHOA, AND THE ACTS OR NEGLIGENCE OF THE CONTRACTOR(S) PERFORMING SUCH CONSTRUCTION.

7. NO WARRANTY

LGHOA makes no guarantees regarding safety, compliance, or contractor performance.

8. INSURANCE

Contractors must maintain liability insurance and may be required to name LGHOA as additional insured.

9. INDEMNIFICATION

Owner agrees to indemnify, defend, and hold harmless LGHOA from all claims, damages, and legal costs arising from any actions, errors or omissions stemming from or connected to permits issued by the LGHOA.

10. DAMAGE RESPONSIBILITY

Owner must repair any damage to common areas, utilities, or neighboring properties by the work performed under and pursuant to any permit obtained from the LGHOA.

11. NO RELIANCE

Owner is not relying on LGHOA for engineering, safety, or compliance decisions.

12. GOVERNING LAW

This agreement is governed by Texas law.

13. ACKNOWLEDGMENT

Owner understands and voluntarily agrees to all terms including release of liability for negligence.

Owner Name: _____
Signature: _____
Date: _____

Property Address: _____