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**AMENDED AND RESTATED DECLARATION OF  
RESTRICTIVE COVENANTS**

**APPLICABLE TO THE BLUFFS ON LAKE GRANBURY,  
AN ADDITION IN HOOD COUNTY, TEXAS**

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Second Amendment in their entirety, to be binding upon the lots and the owners of the lots, to run with title to the lots and to be binding upon the Association and the members thereof, such Consent of Members attached hereto being referred to herein as the "Consent";

NOW, THEREFORE, in accordance with the Consent attached hereto, the Association, on behalf of the owners and its members, hereby declares that the Declaration is amended and restated in its entirety as set forth herein below.

**ARTICLE I  
ADDITIONAL DEFINITIONS**

**1.1 "AES" Road.** "AES Road" shall mean that certain roadway that runs through portions of Lots 9, 10, 11 and 12 which are owned by AES Wolf Hollow, L.P. and a portion of Lot 13, from Angel Bluff Court (identified in Section 6.7 herein) to the Lake Road Easement.

**1.2 Areas of Common Responsibility or "Common Areas".** "Areas of Common Responsibility" or "Common Areas" shall mean those areas listed below which the Association shall maintain, upkeep and repair:

(a) Any and all areas of land, improvements or other property rights within the Properties which are now or hereafter designated by the Association as Common Areas intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon, and including, without limitation, any streets abandoned by the County, and the easements listed below. In certain circumstances, Common Areas may not be owned by the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Association but which are maintained by the Association for the use and benefit of the Owners and the Properties.

(b) The Cul-De-Sac Easement (as described in Section 6.6 herein).

(c) The Sidewalk Easement (as described in Section 6.7 herein).

(d) The Lake Road Easement (as described in Section 6.8 herein).

(e) The Controlled Access Easement (as described in Section 6.9 herein).

(f) The AES Road Easement (as described in Section 6.10).

**1.3 Board or Board of Directors.** "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

**1.4 County.** "County" shall mean Hood County, Texas.

**1.5 Developer.** "Developer" shall mean 3210 Development Partners, Inc.

1.6 **Development.** "Development" shall mean the subdivision located in the County known as "The Bluffs on Lake Granbury", consisting of Lots 9 through 53 and the cul-de-sacs adjoining thereto.

1.7 **Home.** "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.8 **Lienholder or "Mortgagee".** "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien on any Home or Lot.

1.9 **Lot.** "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plat, excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.10 **Member.** "Member" or "Members" shall mean and refer to every person or entity who is a Member of the Association as defined in Section 3.2 hereof. Each Owner shall be a Member in the Association.

1.11 **Owner.** "Owner" or "Owners" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

1.12 **Property.** "Property" or "Properties" shall mean all of the real property described in the Plat, exclusive of Tract "A" and Tract "B" and exclusive of Lots 1 through 8 and Lots 54 through 57, as shown on the Plat, but together with such additions or deletions as may hereafter be made by amendment hereto (as provided in Section 8.4 herein).

## ARTICLE II AREAS OF COMMON RESPONSIBILITY

2.1 **Maintenance of Areas of Common Responsibility.** Except as may be specifically provided otherwise in other provisions of this Declaration, the Areas of Common Responsibility and all improvements placed or erected on the Properties by the Developer prior to the date hereof or by the Association shall be maintained by the Association, including, but not limited to, the payment of taxes and insurance for the Areas of Common Responsibility, the cost of repairs, replacement and additions thereto, and the payment of the cost of labor, equipment and materials required for, and management and supervision of the Areas of Common Responsibility. The Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. As such, the Association shall not, except as the Association may reasonably deem appropriate to comply with applicable laws

or to protect the health, safety or welfare of the Development or the Members, cause (i) any buildings or permanent structures (other than entry features, drainage improvements, fences, security gates, and improvements required by the County) to be constructed within the Areas of Common Responsibility, or (ii) allow any interference or conflict with the natural or planted vegetation or trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

(a) the right to dedicate or transfer all or any part of the Areas of Common Responsibility to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each the Members entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Real Property Records of the County, (ii) a written notice of proposed action under this Section is sent to every Owner not less than twenty (20) days nor more than sixty (60) days in advance of said action, and (iii) the County consents in writing to the dedication or transfer;

(b) the right to borrow money to be secured by a lien against the Areas of Common Responsibility; provided, however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

(c) the right to enter upon the Areas of Common Responsibility and any access, maintenance or other easements on the Property for the purposes of maintaining or improving the Areas of Common Responsibility; and

(d) the right to impose and enforce rules and regulations governing the use of the Areas of Common Responsibility in order to promote the health, safety and welfare of the Owners.

**2.2 Restricted Actions By Owners.** No Owner shall permit anything to be done on or in the Common Areas which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of premiums for any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

**2.3 Damage to the Common Areas.** Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or such Owner's pets or invitees, provided all notice and hearing requirements as required by any applicable laws are followed by the Association.

**2.4 Use of Common Areas.** Each Owner and his immediate family members, permitted invitees, and tenants shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give any such person the right to make alterations, additions or improvements to the Common Areas, or any part thereof, and the use of the Common Areas by such persons shall be in accordance with the provisions of this Declaration, the Bylaws, and any rules and regulations promulgated by the Board.

**ARTICLE III  
ASSOCIATION**

**3.1 Organization.** The Association is a non-profit Texas corporation created by those certain Articles of Incorporation filed with the Secretary of State of Texas on July 15, 1999, as amended on July 27, 2000; such Articles of Incorporation, as amended, and as may be amended from time hereafter, being referred to herein as the "Articles". The Association shall be governed by the Articles, by the applicable provisions of this Declaration, and by Bylaws as may be adopted, amended or restated from time to time by the Members (the "Bylaws").

**3.2 Membership.** Each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

**3.3 Voting Rights.** Each Owner shall be entitled to one vote for each "Unit" assigned to his Lot, as set forth in Schedule "A" attached hereto and incorporated herein by this reference, on all matters properly submitted for vote to the membership of the Association. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of any Lot to a new Owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto. If a Lot is owned by more than one person or entity, or combination thereof, the Owners of such Lot shall designate one individual to cast the votes attributable to such Lot as provided in the Bylaws.

**3.4 No Cumulative Voting.** At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

**3.5 Association's Powers.** In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants, conditions and restrictions under this Declaration and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of the Articles, this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility and for such other purposes as are herein provided;

(b) The power to keep accounting records with respect to the Association's activities ;

- (c) The power to contract with and employ others for maintenance and repair; and
- (d) The power to adopt, amend and repeal rules and regulations concerning the operation of the Association, including but not limited to, the use of the Common Areas and the party or parties responsible for maintaining portions of one or more of the Common Areas.

**ARTICLE IV  
ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** Subject to the terms hereof, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees (and such covenant and agreement shall be deemed a portion of the consideration and purchase money for the acquisition of the Lot) to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner or his pets or invitees and not caused by ordinary wear and tear (collectively, the "Assessments"). Such Assessments are to be fixed, established and collected as provided herein and the Bylaws. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees for the collection thereof, shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

**4.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and the performance and/or exercise of the rights and obligations of the Association arising hereunder and under the Bylaws. Assessments shall include, but not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement, and maintenance of the Easements described in Article VI; and legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; and the cost of other facilities and service activities and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary or prudent to meet the primary purpose of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes and other charges as specified herein

**4.3 Basis and Maximum of Annual Assessments.**

(a) The regular annual Assessment shall be an amount determined by the Board of Directors from time to time but shall not exceed (except as provided in Section 4.3(b) below) Eight Hundred and No/100 Dollars (\$800.00) per annum for each Unit (as defined in Section 3.3).

(b) The maximum regular annual assessment may be increased annually by the Board of Directors by an amount up to ten percent (10%) over the preceding year's maximum allowed annual assessment. Any increase over and above such ten percent (10%) of the previous year's regular annual assessment shall be approved by the vote of at least sixty-six and two thirds percent (66 2/3%) of the total number of votes being cast by Owners in good standing attending (or represented by proxy) any duly called and held meeting of Members.

**4.4 Special Assessments.** In addition to the regular annual Assessment, the Association may levy from time to time a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall be approved by the vote of at least sixty-six and two-thirds percent (66 2/3%) of the total number of votes being cast by Owners in good standing attending (or represented by proxy) any duly called for such purpose and held meeting of Members.

**4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 3 and 4 4 hereunder shall be given to all Members not less than twenty (20) days no more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members in good standing or of written proxies of Members in good standing entitled to cast at least fifty-one percent (51%) of all the votes entitled to be cast by the Members in good standing shall constitute a quorum.

**4.6 Rate of Assessment.** Both the regular annual Assessment and Special Assessments shall be determined as provided in this Article IV and then divided by thirty (30) until such time, if ever, the provisions of the Allen's Agreement (hereinafter defined) require the division to be by thirty and one half (30.5), to result in a uniform rate referred to as a "Unit", and, except as described in the Allen's Agreement, shall be payable for all Lots as described in Schedule "A" attached hereto and incorporated herein for all purposes, and shall commence and be due in accordance with the provisions of Section 4 7 hereof. Except as to the owners of Lot 53 as described in the Allen's Agreement, each Owner of the applicable Lot shall pay one hundred percent (100%) of such Owner's Assessments on a Unit basis for each such Lot owned and no offset against such amount shall be permitted for any reason. The owners of Lot 53 as of the date hereof are Florene and Noble Allen (the "Allens"), and the Allens and the Association have entered into an agreement (the "Allen's Agreement") filed in Vol. 1902, Page 428 of the Real Property Records of Hood County, Texas, regarding the non-payment of the regular annual Assessment and Special Assessments with respect to Lot 53.

**4.7 Date of Commencement of Annual Assessments; Due Dates.**

(a) The obligation of Owners to pay regular annual assessments provided for herein shall commence on the date this Declaration is recorded. The Assessments shall then be due on such payment dates as may be established by Bylaws. Assessments shall be due and payable on an annual basis in advance unless otherwise designated by the Bylaws.

(b) The Board of Directors shall fix the amount of the regular annual Assessment at the annual meeting of the Members each year; provided, however, that the Board of Directors shall have the right to adjust the regular annual Assessment upon at least ten(10) days written notice given to each Owner subject thereto, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.3 hereof. Written notice of the regular annual Assessment shall also be given to every Owner subject thereto who did not attend the annual meeting of the Members. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, any Vice President or the Treasurer of the Association setting forth whether the annual and Special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(c) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of any Lot or improvements thereon.

**4.8 Effect of Non-Payment of Assessments; Remedies of the Association.**

(a) All payments of the Assessments shall be made to the Association at its principal place of business or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

(b) Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the due date until paid, at the rate of the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by applicable law. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the Assessment, or, upon compliance with the notice provisions hereof and applicable law, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment any and all expenses or costs incurred by the Association in collecting any delinquent Assessment and foreclosing such lien, including said interest and reasonable attorneys' fees. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing

such lien against such Owner. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association shall timely deliver and file all notices and conduct all hearings as may be required by any applicable laws prior to and following any such sale and take such other actions as may be required by an applicable laws or refrain from taking actions as may be prohibited by any applicable laws.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

**4.9 Subordination of Lien to Lienholders.** The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any Lienholder. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lienholder mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such Lienholder mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. The prior Owner will continue to be liable for payment of Assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

ARTICLE V  
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

**5.1 Type of Buildings Permitted.** Except for Lots 9, 10, 11 and 12, all Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, a side or rear entrance private garage for not less than two (2) automobiles, but not more than three (3) automobiles, and a golf cart shed nearby the Lake Road Easement if approved by the Committee.

**5.2 Minimum Floor Area and Exterior Walls.** Any single story residence constructed on any Lot must have a ground floor area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1,200 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence or other building shall consist of not less than seventy-five percent (75%) masonry construction.

**5.3 Setbacks.** No building shall be located on any Lot nearer to the front lot line than fifteen (15) feet or nearer to the side lot line than five (5) feet. The front building set back line as shown on the plat recorded at Slide A-232-B, Plat Records, Hood County, Texas indicates a twenty-five (25) foot set back line, however, this has been modified by the Commissioner's Court of Hood County, Texas to a fifteen (15) foot building set back line pursuant to the authority granted to them in Chapter 233 "Authority of Counties to Establish Building and Set Back Lines" of the Local Government Code, Vernon's Annotated Texas Statutes. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Sections 7.5 and 5.4, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

**5.4 Resubdivision or Consolidation.** No Lot shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the privilege of constructing improvements as permitted in Section 7.5 hereof on the resulting building site, provided that such subdivision or consolidation is approved by the Committee.

**5.5 Noxious or Offensive Activities Prohibited.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development.

**5.6 Prohibited Residential Uses.** No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, other outbuilding or any moved in structure or dwelling shall be located on any Lot, or used on any Lot at any time as a residence, either temporarily or permanently.

**5.7 Signs.** No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent

**5.8 Oil Development and Mining Prohibited.** No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

**5.9 Rubbish, Trash and Garbage.** No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

**5.10 Sewage Disposal.** No individual sewage-disposal system shall be permitted on any Lot so long as a municipal utility district supplies sewer disposal to any part of the Development. All sewage-disposal shall be connected to and provided by the Acton Municipal Utility District system.

**5.11 Water Supply.** No individual water-supply system shall be permitted on any lot so long as a municipal utility district supplies water to any part of the Development. All water supply within the Development shall be connected to and provided by the Acton Municipal Utility District system.

**5.12 Aerials.** No radio, telephone, satellite dish, television or other aerial communication antennae or wires shall be maintained on any portion of any Lot forward of the front wall line or behind the back wall line of the main dwelling constructed on such Lot. Prior to installment, the placement of all such improvements in this paragraph 5.12 shall be submitted to the Committee for approval under Article VII hereof.

**5.13 Landscaping.** Prior to or promptly following the occupancy of any dwelling, except as otherwise approved by the Committee, the Owner thereof will plant and continuously thereafter maintain trees and shrubs on the Lot or Lots he owns generally in keeping with the landscaping of the other Lots in the Development and a complete grass covering in all areas of the applicable Lot or Lots between the street in front of such dwelling and the location of the front edge of the shrubs in front of the dwelling. Weather permitting, each Lot shall be fully landscaped within ninety (90) days from the date the dwelling is occupied. In the event of noncompliance, the Association may provide and plant the required landscaping for the account of the Owner of said Lot, and the Association shall be entitled to reimbursement of the amount of any reasonable expenses so incurred (including a reasonable charge for labor) from the Owner for whose account and benefit such work was performed. The digging of dirt or removal of any dirt from any Lot or from any portion of the Development is prohibited, except in conjunction with landscaping or construction of improvements thereon.

**5.14 Materials.** All materials must be new materials or substantially the same or better than that which can be produced on the date construction of the improvements commences and no second-hand or used buildings, or other improvements, shall be moved onto any Lot.

**5.15 New Construction.** All improvements of any nature placed on any Lot shall be newly erected on said Lot and no second-hand or used buildings, or other improvements, shall be moved onto any of said Lots.

**5.16 Waterfront.** No wharf, pier, dock, bulkhead, piling, float or other structure shall be built or maintained upon or attached to any Lot or portion of any Lot except with the consent of the Committee and, if required, licensing of the Brazos River Authority.

**5.17 Animals.** No horses, cattle, cows, swine, sheep, goats, poultry or livestock of any kind, other than pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any part of the Development. No pets may be kept or bred for commercial purposes nor shall they be allowed to run at large within the Development. Should ordinary household pets become a nuisance, in the opinion of the Committee, they must be removed from the Development.

**5.18 Fences, Walls, Hedges and Utility Meters.** No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot except as may be approved by the Committee. No chain link fences will be allowed to be used within the Development.

**5.19 Trucks, Buses and Trailers.** No car, truck, boat, recreational vehicle, bus, or trailer shall be left parked in any cul-de-sac, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck in excess of one (1) ton, boat, recreational vehicle, or trailer shall be parked on any driveway or any portion of any Lot. No cars shall be parked on any portion of any Lot except on driveways.

**5.20 Prohibited Activities.** Except as is allowed on Lots 9 through 12, no professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

**5.21 Upkeep.** The Owner of each Lot shall be responsible for the proper maintenance and upkeep of his Lot and improvements thereon at all times. The Owner of each Lot shall keep all vegetation neatly trimmed and mowed, with grass at a height not to exceed three (3) inches (ten (10) inches for undeveloped Lots) and shall not permit the accumulation of trash, rubbish, deteriorating improvements, or other unsightly articles on said Lots or on the abutting easements or cul-de-sacs. The Association may in the event of a breach of the requirements of this Section 5.2 enter upon the premises of any Lot and maintain such Lot or Lots in conformity with such requirements and assess the costs thereof to the Owner of such Lot or Lots. The area contained within the Green Belt shall be kept and maintained by the Association which shall keep any vegetation neatly mowed to a height not to exceed three (3) inches, plant seasonal flowers as shall be determined by the Board from time to time and trim grass from the edges of all fences, improvements, and bushes.

**5.22 Exterior Lighting.** No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

**5.23 Drainage Easement.** Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangements of improvements, as approved by the Committee, thereon required. Each Owner shall be responsible for maintaining his Lot so that there is no interference with the drainage patterns established by such grading and drainage plans. In the event any Owner shall interfere with the drainage patterns established by the grading and drainage plans, the Association shall have the right to enter such Lot to re-establish the proper drainage patterns, and the Association shall be entitled to reimbursement of the amount of reasonable expenses so incurred (including a reasonable charge for labor) from such Owner.

**5.24 Pre-Existing Variances.** All variances to any of the covenants set forth in Sections 5.1 through 5.23 with respect to the construction of improvements that are existing as of the date of this Declaration shall be deemed acceptable and approved by the Committee and the Association; provided, however, with respect to the non-conforming dwelling improvements constructed on Lot 53, if hereafter the dwelling improvements existing on Lot 53 as of the date of this Declaration are more than seventy percent (70%) destroyed, any new dwelling improvements (and any other improvements) constructed on Lot 53 shall be in compliance with all of the covenants in this Article V.

## ARTICLE VI EASEMENTS

**6.1 Utility Easements.** Easements for installation and maintenance of utilities are reserved as may be shown on the Plat and as described in this Section 6.1 (a) and (b) below. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

(a) A ten (10) foot wide utility easement along the common boundary line of each Lot which lies along and abuts Farm To Market Road 3210. These Lots are described as Lot 9, 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50, and 51.

(b) A five (5) foot wide utility easement along the front line of each Lot within the Development fronting on a cul-de-sac. These Lots are described as Lot 9 through 53.

(c) Each Owner of a Lot shall allow the right and privilege of ingress to and egress from the Owner's Lot in connection with installing, replacing, repairing, and maintaining all utilities,

including, but not limited to water, sewer, telephone, electricity, cable, intercom, and alarm system, and other appurtenances thereto. By virtue of said rights and privileges, it shall be expressly permissible for entities supplying utility services to install and maintain, pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the Lots.

**6.2 Continued Maintenance Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, or in the event the Association requires entry upon any Lot to repair or maintain any Area of Common Responsibility, the Association shall have the right, but not the obligation, to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**6.3 Universal Easements.** The Owner of each Lot is hereby granted an easement not to exceed one foot (1') in width from the boundary of the Lot over adjoining Lots for the purpose of accommodating any unintentional encroachment or protrusion due to engineering or fence line errors, trees, landscaping or retaining walls located along property lines, errors in original construction, overhanging of roofs, eaves or other improvements, surveying, settlement or shifting of any building, or any other unintentional cause. In no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion which occurred due to willful misconduct or gross negligence of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

**6.4 Common Area Easements.** All Lots adjacent to the Common Area shall be subject to a perpetual non-exclusive easement for the benefit of the Association and its agents, employees, subcontractors, successors and assigns for the purpose of ingress and egress over and upon all portions of such Lots as may be expedient or necessary for the construction, installation, reconstruction, operation, maintenance, repair, replacement, addition to, and improvement of any and all Areas of Common Responsibility, together with all incidental improvements, as the same may be installed, constructed, reconstructed, improved, and added to from time-to-time by the Association.

**6.5 Green Belt Easement.** There is hereby created and granted a Green Belt easement twenty-five (25) feet in width along and parallel to the common boundary line of Lots 9, 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50 and 51 with Farm To Market Road 3210 (the "Green Belt"). This easement is reserved for the purpose of providing a buffer area between Farm To Market Road 3210 and the Development which shall contain landscaping, walls, fences, gates, and other improvements all as shall be approved by the Association. No building or other structure except as may be approved by the Association shall be placed or permitted to remain within the Green Belt. No vehicular access over or across the Green Belt Area shall be permitted except for the purpose of installation and maintenance of the utilities, landscaping, walls and fences, and except for use of the Sidewalk Easement as is provided in this Declaration.

**6.6 Cul-De-Sac Easement.** There is hereby created and granted a cul-de-sac easement consisting of all of the cul-de-sacs shown on the Plat within the Development (the area within each such cul-de-sac is referred to herein as the "Cul-De-Sac Easement") for pedestrian and vehicular ingress, egress and access between Lots abutting each such cul-de-sac and Farm To Market Road 3210 and as otherwise may be provided in this Declaration, subject to the conditions and restrictions set forth below:

(a) No parking shall be permitted on any Cul-De-Sac Easement except that invitees of an Owner whose driveway abuts a Cul-De-Sac Easement may temporarily park on the Cul-De-Sac Easement only when such invitees are visiting such Owner and no vehicle shall ever be parked in a manner which causes less than one (1) lane to be available on the Cul-De-Sac Easement for ingress and egress to and from each driveway along the Cul-De-Sac Easement to and from Farm To The Market Road 3210.

(b) Only the western one-half of the Cul-De-Sac Easement covering the Vista del Norte Cul-De-Sac (pursuant to the Plat) which cul-de-sac is now known as Vista Bluff Court and abutting Lots in the Properties shall be paved and maintained by the Association, and said Cul-De-Sac Easement is also granted and created for the purpose of providing pedestrian, golf cart and bicycle ingress, egress, and access across Vista Del Norte and to, from, and between the Sidewalk Easement and Farm To Market Road 3210.

(c) The Cul-De-Sac Easement covering Angel Bluff Court is also granted and created for the purpose of providing pedestrian, golf cart, bicycle and vehicular ingress, egress, and access across Angel Bluff Court and to, from and between the AES Road Easement, the Sidewalk Easement, and Farm To Market 3210; provided, however, any land within said cul-de-sac that the Association has conveyed to the owner of Lots 13 through 19, shall not be included in the Cul-De-Sac Easement.

(d) No parking or storage of any vehicles or other items shall be permitted upon the Cul-De-Sac Easement except as expressly permitted pursuant to the preceding provisions of this Section 6.6.

(e) It is the general intent of the Owners that each Cul-De-Sac Easement, with the exception of Angel Bluff Court and Vista del Norte, shall serve and benefit only Lots which have driveways which access a particular Cul-De-Sac Easement.

**6.7 Sidewalk Easement.** There is hereby created and granted a sidewalk access easement (the "Sidewalk Easement") for the benefit of all Owners and their immediate family members, invitees and tenants consisting of a strip of land lying within the Green Belt (and including a portion of Lots 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50 and 51 lying outside of the Green Belt) approximately five (5) feet in width running from east to west across Lots 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50 and 51. The Sidewalk Easement is for the purpose of providing free and uninterrupted pedestrian, bicycle and golf cart ingress and egress to, from and between the Lots and to and from the Lake Road

Easement by way of Angel Bluff Court (as identified in the Plat as "Vista del Rio" but known as the "Angel Bluff Court" cul-de-sac) and the AES Road and by way of Vista del Norte and Farm To Market Road 3210. The Sidewalk Easement may be used only for pedestrian, bicycle and golf cart ingress and egress and not for parking. A drawing of the Sidewalk Easement on prototypical Lots is shown by the cross-hatching on Exhibit " " attached hereto. The Association may cause a paved sidewalk to be constructed within the Sidewalk Easement, and if such sidewalk is surveyed on the ground, by metes and bounds legal description, the Association shall record such description and such recorded description shall substitute as the description herein of the Sidewalk Easement.

**6.8 Lake Road Easement.** There is created and granted a lake road access easement (the "Lake Road Easement") for the benefit of all Owners as described in those certain Access Easement Agreements all recorded in Volume 1769, at Pages 98, 105, 112, 119, 126, 133, 145, 147, 154, 161, 168, 175, 182, 189, 196, 203, 210, 217, 224 and 231, of the Real Property Records, Hood County, Texas, and each such agreement is incorporated herein by this reference. By each of the Owners' execution of the Consent, they all agree to amend their respective Access Easement Agreements to delete the words "Lots within the Subdivision" appearing in paragraph number 3 on the fourth and fifth lines of said paragraph, and replacing said words with the following words: "the Benefited Property."

**6.9 Controlled Access Easement.** There is hereby created and granted a Controlled Access easement (the "Controlled Access Easement") within the Green Belt for the benefit of the respective Owners of Lots whose driveways abut specific cul-de-sacs within the Development (with the exception of Vista del Norte) consisting of an electric gate across the front of each cul-de-sac and parallel to Farm To Market Road 3210. The purpose of the Controlled Access Easement is to provide controlled ingress to each such cul-de-sac only to the Owners whose driveways abut a specific cul-de-sac, and with respect to Angel Bluff Court, all Owners. The Association has no obligation to control the access to Vista del Norte. The Controlled Access Easement for Angle Bluff Court shall be for the benefit of all Owners to allow access to and from the Lake Road Easement across Angel Bluff Court and the AES Road Easement. Nothing contained herein shall be construed so as to hold the Association, the Board, and the officers of the Association, or any of their employees or agents, responsible for the prevention of, nor liable for any loss or losses due to theft, burglary, or damage, or any injury to persons or property caused by persons gaining access to the Properties. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES, AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY FAILURE TO PROVIDE ADEQUATE CONTROLLED ACCESS TO THE PROPERTIES OR SECURITY OR INEFFECTIVENESS OF CONTROLLED ACCESS OR SECURITY MEASURES UNDERTAKEN.

**6.10 AES Road Easement.** There is created and granted a road access easement (the "AES Road Easement") for the benefit of all Owners as described in that certain Easement Agreement recorded in Volume 1896, Page 68, Real Property Records, Hood County, Texas, and said Agreement is incorporated herein by this reference.

**6.11 General Intent.** No Easement created or granted hereby shall be deemed to constitute a grant of any right or interest to the public, it being the requirement of all Owners that the Cul-De-Sac Easement, Lake Road Easement, Side Walk Easement, Controlled Access Easement, and AES Road Easement are all private easements for the use and benefit of the Owners and their immediate family members, invitees and tenants. The easements described in this Article VI may be collectively referred to in this Declaration as the "Easements".

## **ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE**

**7.1 Creation of Committee.** There is hereby created an Architectural Control Committee (the "Committee") which shall be composed of not less than one (1) but not more than three (3) members. The members of the Committee shall be appointed by the Board and shall serve until a successor is named by the Board. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development. Each member of the Committee shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

**7.2 Required Approval of Plans.** No building or any other structure or improvement shall be erected, placed or altered on any Lot until the plans and specifications showing all aspects of the structures and improvements, including landscaping and drainage, have been approved by the Committee as to: (i) quality of workmanship and materials; (ii) conformity and harmony of external design with existing structures and improvements; (iii) location with respect to topography and finish grade elevation; and (iv) compliance with this Declaration. The Committee is authorized to request samples of construction materials and colors of proposed exterior surfaces. The Committee is authorized and empowered to consider and review all aspects of dwelling and other improvement construction and may disapprove aspects thereof which may, in the reasonable opinion of a majority of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Properties.

**7.3 Procedure For Review.** All final plans and specifications must be submitted in duplicate to the Committee for approval prior to start of any construction. Any structure or improvements affected by this Declaration shall be the subject of such a plan. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "approved", and returned to the Owner of the Lot. Any modification or change to the approved set of plans and specifications which affects an aspect which is the subject of this Declaration must be approved by the Committee. In the event such plans and specifications are not approved, or in the event construction is not in conformity with the approved plans and specifications, the Owner and his contractor agree and covenant to conform such construction to the requirements of the Committee, which shall be consistent with the applicable provisions of this Declaration.

**7.4 Approval Process.** The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the plans and specifications are properly submitted to the Committee for its review, and the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after being submitted to the Committee, then approval is presumed.

**7.5 Authority To Modify.** The Committee shall have the right and authority to waive or modify any construction or use covenants in this Declaration where, in the opinion of a majority of the Committee, such action is necessary for the advantage and best appearance of the Development, only in the following circumstances:

(a) Where one Lot and all or a portion of other contiguous Lots are being used together for the purpose of building a single family residence and/or the other improvements allowed by this Declaration.

(b) In the case of Lots which are unusual in size, or which are of an unusual or irregular shape.

(c) In the case of changed circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of this Declaration.

(d) To enhance the general appearance of the Development.

**7.6 Nonconfirming and Unapproved Improvements.** The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

**7.7 No Liability.** Neither the Association, the Committee, the Board, the officers of the Association or the employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner or property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against the Association, the Committee, the Board, the officers of the Association, or the employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering

or structural design or adequacy of materials, and by approving such plans and specifications neither the Association, the Committee, the Board, the officers of the Association, or the employees or agents of any of them assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications

7.8 **Dispute Resolution.** Any Owner who disagrees with the requirements or disapproval of the Committee may, after exhausting all alternatives with the Committee, have a hearing with the Board upon written request delivered to each member of the Board. The hearing, with at least a majority of the Board in attendance, will be held within fifteen (15) days after the date of the Owner's request. The President or Vice President will notify the Owner and all members of the Committee of the date, time and place of the hearing not later than the 5<sup>th</sup> day before the date of the hearing. The decision of the Board shall be final.

## ARTICLE VIII GENERAL PROVISIONS

8.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws and Articles of Incorporation, provided such enforcement actions are undertaken in compliance with all applicable laws. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained, the Bylaws or the Articles of Incorporation shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys fees from the non-prevailing party.

8.2 **Severability.** If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

8.3 **Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall insure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless earlier terminated by the vote of at least sixty-six and two-thirds percent (66 2/3%) of the total number of votes being cast by Owners in good standing attending (or represented by Proxy) any duly called for such purpose and held meeting of Members, and a writing evidencing same is recorded in the Real Property Records of the County.

8.4 **Amendment.** This Declaration may be amended or modified upon the vote of at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes being cast by Owners in good standing attending (or represented by proxy) any duly called for such purpose and held meeting of Members. Any and all amendments, if any, shall be recorded in the office of the County Clerk of the

County. Notwithstanding the foregoing, the Association shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party to correct technical errors or cause this Declaration to be in compliance with any and all applicable laws, rules, and regulations of any applicable governmental authority.

**8.5 Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

**8.6 Remedies.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to the other Owners and that the Subdivision and/or the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance. In addition to any remedies at law or equity available hereunder, each Owner may also be subject to a fine determined by the Board per day (to be collected by the Association) for each day that such Owner fails to comply with covenants, conditions and restrictions contained herein, provided all notice and hearing requirements required by any applicable laws are followed by the Association.

**8.7 Notices to Owner.** Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to the last known address of the person who appears as Owner in the public records at the time of such mailing.

**8.8 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**8.9 Inspection of Documents, Books and Records.** The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

**8.10 Indemnity.** The Association shall indemnify, defend and hold harmless each director, officer, employee and agent of the Association and each member of the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by applicable law. **THE INDEMNITY SHALL INCLUDE MATTERS ARISING AS A RESULT OF THE**

**SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

**8.11 Binding Effect.** Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

**8.12 Other Authorities.** If other authorities, such as the County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

**8.13 No Warranty of Enforceability.** Any Owner acquiring a Lot in the Development in reliance on one or more of the restrictive covenants, terms or provisions contained in this Declaration shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Association harmless therefrom.

**8.14 Right of Enforcement.** The failure by the Association to enforce any provision of this Declaration shall in no event subject the Association to any claims, liability, costs or expense; it being the express intent of this Declaration to provide the Association with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner of any Lot in the Development.

**8.15 Recitals.** The terms and provisions of the Recitals set forth hereinabove are incorporated herein and constitute a part of this Declaration and are material contractual elements of this Declaration.

**8.16 Consent.** The terms and provisions of the Consent attached hereto are incorporated herein and made a part of this Declaration.

**8.17 Interpretation.** If the provisions of this Declaration or the Bylaws are susceptible to interpretations conflicting with the Articles, the interpretation of the provisions of the Articles shall control. If the provisions of the Bylaws are susceptible to interpretations conflicting with this Declaration, the interpretation of the provisions of this Declaration shall control.

**IN WITNESS WHEREOF**, the undersigned, the duly elected and serving Secretary of the Association, executes this Declaration on behalf of the Association in said capacity with authority to bind the owners and their respective lots in accordance with the provisions of the Consent, has hereto set his hand this 18th day of September, 2003.

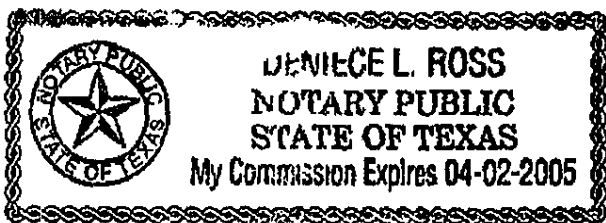
THE BLUFFS OWNERS, INC.

By: Horace Griffiths  
Horace Griffiths, Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hood           §

This instrument was acknowledged before me on this 18 day of Sept., 2003, by Horace Griffiths, the Secretary of the Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN under my hand and seal of office the day and year last above written.



Deniece L. Ross  
Notary Public, State of Texas

**SCHEDULE "A"**

<u>LOTS</u>	<u>UNITS</u>
9-12	2
13	1
14, 15	1
16, 17	1
18	1
19	1
20	1
21,22	1
23, 24	1
25	1
26	1
27	1
28, 29	1
30, 31	1
32	1
33	1
34	1
35, 36	1
37, 38	1
39	1
40	1
41	1
42, 43	1
44, 45	1
46	1
47	1
48	1
49, 50	1
51, 52	1
53	<u>1</u>
	31

**CONSENT OF MEMBERS  
OF  
THE BLUFFS OWNERS, INC.**

The undersigned, being members ("Members") of The Bluffs Owners, Inc., a Texas non-profit corporation (the "Association") and record owners of lots within the development known as The Bluffs on Lake Granbury (the "Development"), acting pursuant to the provisions of the Texas Non-Profit Corporation Act, do hereby consent that when this Consent is signed, the resolutions herein set forth shall be deemed to have been adopted to the same extent and shall have the same force and effect as if adopted at a formal meeting of the Members duly called and held for the purposes of acting upon proposals to adopt the following resolutions:

RESOLVED, that the Amended and Restated Declaration of Restrictive Covenants Applicable to The Bluffs on Lake Granbury to which this Consent is attached, is approved and adopted as the restrictive covenants applicable to the Development, to be binding upon the lots and the owners of the lots in the Development, to run with title to the lots and to be binding on the Association and the members thereof.

RESOLVED FURTHER, that the officers and Board of Directors of the Association are hereby authorized and directed to take such further action and to execute, deliver and file any documents necessary or advisable to carry out the purpose of the foregoing resolution, including, without limitation, attaching this Consent and recording the Amended and Restated Declaration of Restrictive Covenants Applicable to The Bluffs on Lake Granbury with the Clerk of Hood County, Texas.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the dates beside their respective signatures below.

**SIGNATURE BLOCK**

NAME OF MEMBER	LOT(S) OWNED	SIGNATURE OF MEMBERS	DATE
AES WOLF HOLLOW, LP	9, 10, 11, 12	<i>AES WOLF Hollow</i> <i>Alan Stanley</i>	5-3-03
Alberthal, Jr, Lester M and wife, Karen Alberthal	13, 14, 15, 16, 17, 18, 19	<i>Lester M. Alberthal</i> <i>Karen M. Alberthal</i>	5-3-03
Allen, Noble and wife, Florene Allen	53	_____	

**CONSENT OF MEMBERS  
OF  
THE BLUFFS OWNERS, INC.**

The undersigned, being members ("Members") of The Bluffs Owners, Inc., a Texas non-profit corporation (the "Association") and record owners of lots within the development known as The Bluffs on Lake Granbury (the "Development"), acting pursuant to the provisions of the Texas Non-Profit Corporation Act, do hereby consent that when this Consent is signed, the resolutions herein set forth shall be deemed to have been adopted to the same extent and shall have the same force and effect as if adopted at a formal meeting of the Members duly called and held for the purposes of acting upon proposals to adopt the following resolutions

**RESOLVED**, that the Amended and Restated Declaration of Restrictive Covenants Applicable to The Bluffs on Lake Granbury to which this Consent is attached, is approved and adopted as the restrictive covenants applicable to the Development, to be binding upon the lots and the owners of the lots in the Development, to run with title to the lots and to be binding on the Association and the members thereof.

**RESOLVED FURTHER**, that the officers and Board of Directors of the Association are hereby authorized and directed to take such further action and to execute, deliver and file any documents necessary or advisable to carry out the purpose of the foregoing resolution, including, without limitation, attaching this Consent and recording the Amended and Restated Declaration of Restrictive Covenants Applicable to The Bluffs on Lake Granbury with the Clerk of Hood County, Texas

**IN WITNESS WHEREOF**, the undersigned have executed this Consent as of the dates beside their respective signatures below.

**SIGNATURE BLOCK**

NAME OF MEMBER	LOT(S) OWNED	SIGNATURE OF MEMBERS	DATE
AES WOLF HOLLOW, LP	9, 10, 11, 12	_____	
Alberthal, Jr., Lester M. and wife, Karen Alberthal	13, 14, 15, 16, 17, 18, 19	_____	
Allen, Noble and wife, Florene Allen	53	<i>Noble Allen</i> <i>Florene Allen</i>	5/19/03

Attebury, James R and wife, Debra Attebury	37, 38, 39		
Barber, Ray and wife, Marti Barber	41	<i>Ray Barber</i> <i>Marti Barber</i>	
Burba, Von and wife, Gloria Burba	25		
Cade, John and wife, Bev Cade	27	<i>John C Cade</i> <i>Bev Cade</i>	
Carpenter, Susan	26	<i>Susan Carpenter</i> <i>Ramona Stewart</i>	
Cole, Kenneth R. and wife, L. Marta Cole	33	<i>Kenneth R Cole</i> <i>Marta L. Cole</i>	
Conaster, Curtis and wife, Teresa Conaster	47		
Griffitts, Horace	20		
Henderson, Burnis	40		
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45	<i>David Hullender</i> <i>Melissa Hullender</i>	5/3/03
Jennings, John and wife, Cheryl Jennings	35, 36		
Lewis, Monte and wife, Claudette	28, 29, 30, 31	<i>Monte A. Lewis</i> <i>Claudette Lewis</i>	5/3/03
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52		
Parker, Donna R.	46		

Attebury, James R. and wife, Debra Attebury	37, 38, 39	_____	
Barber, Ray and wife, Marti Barber	41	_____	
Burba, Von and wife, Gloria Burba	25	<i>Von Burba</i> <i>Gloria Burba</i>	
Cade, John and wife, Bev Cade	27	_____	
Carpenter, Susan	26	_____	
Cole, Kenneth R. and wife, L. Marta Cole	33	_____	
Conaster, Curtis and wife, Teresa Conaster	47	_____	
Griffitts, Horace	20	_____ _____	
Henderson, Burnis	40	_____	
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45	_____	
Jennings, John and wife, Cheryl Jennings	35, 36	_____	
Lewis, Monte and wife, Claudette	28, 29, 30, 31	_____	
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52	_____	
Parker, Donna R.	46	_____	

Attebury, James R. and wife, Debra Attebury	37, 38, 39	_____	
Barber, Ray and wife, Marti Barber	41	_____	
Burba, Von and wife, Gloria Burba	25	_____	
Cade, John and wife, Bev Cade	27	_____	
Carpenter, Susan	26	_____	
Cole, Kenneth R. and wife, L. Marta Cole	33	_____	
Conaster, Curtis and wife, Teresa Conaster	47	_____	
Griffitts, Horace	20	<u>Horace Griffitts</u>	5/13/03
Henderson, Burnis	40	<u>Burnis Henderson</u>	5/14/03
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45	_____	
Jennings, John and wife, Cheryl Jennings	35, 36	_____	
Lewis, Monte and wife, Claudette	28, 29, 30, 31	_____	
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52	_____	
Parker, Donna R.	46	<u>Donna R. Parker</u>	5/16/03

Attebury, James R. and wife, Debra Attebury	37, 38, 39	<i>James R. Attebury</i> <i>Debra Attebury</i>	
Barber, Ray and wife, Marti Barber	41	_____	
Burba, Von and wife, Gloria Burba	25	_____	
Cade, John and wife, Bev Cade	27	_____	
Carpenter, Susan	26	_____	
Cole, Kenneth R. and wife, L. Marta Cole	33	_____	
Conaster, Curtis and wife, Teresa Conaster	47	_____	
Griffitts, Horace	20	_____ _____	
Henderson, Burnis	40	_____	
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45	_____	
Jennings, John and wife, Cheryl Jennings	35, 36	_____	
Lewis, Monte and wife, Claudette	28, 29, 30, 31	_____	
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52	_____	
Parker, Donna R.	46	_____	

Attebury, James R. and wife, Debra Attebury	37, 38, 39	_____	
Barber, Ray and wife, Marti Barber	41	_____	
Burba, Von and wife, Gloria Burba	25	_____	
Cade, John and wife, Bev Cade	27	_____	
Carpenter, Susan	26	_____	
Cole, Kenneth R. and wife, L. Marta Cole	33	_____	
<b>CONASTER</b> Conaster, Curtis and wife, Teresa Conaster	47	<i>Curtis Conaster</i> <i>Teresa Conaster</i>	5/21/03 5/21/03
Griffitts, Horace	20	_____	
Henderson, Burnis	40	_____	
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45	_____	
Jennings, John and wife, Cheryl Jennings	35, 36	_____	
Lewis, Monte and wife, Claudette	28, 29, 30, 31	_____	
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52	_____	
Parker, Donna R.	46	_____	

Attebury, James R. and wife, Debra Attebury	37, 38, 39		
Barber, Ray and wife, Marti Barber	41		
Burba, Von and wife, Gloria Burba	25		
Cade, John and wife, Bev Cade	27		
Carpenter, Susan	26		
Cole, Kenneth R. and wife, L Marta Cole	33		
Conaster, Curtis and wife, Teresa Conaster	47		
Griffits, Horace	20	<u>Horace Griffits</u>	5/13/03
Henderson, Burnis	40	<u>Burnis Henderson</u>	5/11/03
Hullender, David and wife, Melissa Hullender	42, 43, 44, 45		
Jennings, John and wife, Cheryl Jennings	35, 36	<u>John Jennings</u> <u>Cheryl Jennings</u>	7/10/03
Lewis, Monte and wife, Claudette	28, 29, 30, 31		
Martensen, Bill and wife, Cynthia Martensen	49, 50, 51, 52		
Parker, Donna R.	46	<u>Donna R. Parker</u>	5/16/03

Robichaux, Patricia A., Trustee	48	<i>Patricia A. Robichaux</i>	<i>5/29/03</i>
Shawen, John and wife, Brenda Shawen	34	_____	
Upchurch, Wes and wife, Betty Upchurch	32	_____	
Wilson, Robert and wife, Cynthia Wilson	21, 22, 23, 24	_____	

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Robichaux, Patricia A , Trustee	48	_____	
Shawen, John and wife, Brenda Shawen	34	<i>John Shawen</i> <i>Brenda Shawen</i>	
Upchurch, Wes and wife, Betty Upchurch	32	_____ _____	
Wilson, Robert and wife, Cynthia Wilson	21, 22, 23, 24	<i>Robert Wilson</i> <i>Cynthia Wilson</i>	

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Robichaux, Patricia A., Trustee	48	_____	
Shawen, John and wife, Brenda Shawen	34	_____	
Upchurch, Wes and wife, Betty Upchurch	32	<i>Wesley Upchurch</i> <i>Betty Upchurch</i>	5-9-03
Wilson, Robert and wife, Cynthia Wilson	21, 22, 23, 24	_____	

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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.



*Sally Oubre*  
SALLY OUBRE, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT \_\_\_\_\_ 3:35 P.M.

SEP 25 2003

*Sally Oubre*  
County Clerk, Hood County, TX