

SUBDIVISION RESTRICTIONS

Section D -- Oak Trail Shores Subdivision

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

KNOW ALL MEN BY THESE PRESENTS:

That Western Resort Properties, Inc., a Texas corporation, the owner of Section D, Oak Trail Shores Subdivision, as shown by the plat thereof duly recorded in Volume /, Page 30, Plat Records of Hood County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on Section D of Oak Trail Shores Subdivision, and these restrictions and covenants shall run with the land:

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 in this Section 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 on said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraphs 9 and 10 hereof, all lots are restricted to use for single family residential and no building shall be erected or maintained on any residential lot in said Section other than a private residence, 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, 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 (ii) 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. All buildings other than boathouses shall be completely 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 Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot, and each residence, subject to paragraph 9 hereof, shall have a minimum floor area of 600 square feet, exclusive of porches, stoops, open or closed carports, patios or garages, except 750 minimum square feet is required on lots numbered 33 thru 57 and 104 thru 125.

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 materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction 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. No fence shall be permitted to extend nearer to the street or the rear and front lot lines than the minimum setback line hereinafter provided in paragraph 7 in respect to buildings.

7. No building shall be located nearer to the side street line than 10 feet (exception: lot Nos. 28, 58, 196, 257, 258A and 328, on which the setback shall be 5 feet), or nearer to the side lot line or rear lot line than 5 feet, except that where the rear lot line coincides with the two-artificial lakes boundary lines, no minimum setback is imposed on the rear lot line. "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, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof, 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 shall be located nearer to the front lot line than 10 feet.

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot.

9. No outbuilding or garage, other than a boathouse, shall be erected on any lot before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage 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, nor shall any residence of a temporary character be permitted. Camping on lots will be permitted until September 30, 1972, subject to permission from the Architectural Control Committee. 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, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements: (a) that the mobile home be of late model, 300 square feet in size minimum (except that 500 square feet minimum is required on lots 33 thru 57, and 104 thru 125), in good repair and of attractive design and appearance, and underskirted with material approved by Architectural Control Committee, (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; 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 or travel type trailer of not more than twenty-five feet in length, but no trailer shall be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon, and (c) an approved septic system must be installed prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to above in this paragraph provided paragraphs 3 and 4 are complied with.

10. Easements are reserved along and within the following number of feet of the rear lines of lots in this Section: (i) lots whose rear lines coincide with the two artificial lakes boundary lines, 0 feet, i.e., no easement; (ii) all other lots in this Section, 5 feet. Easements are reserved along and within 5 feet of the front lines and the side lines of all lots in this Section, except in respect to the front lines of waterfront and other lots, such excepted lots being numbers 29 thru 76 and 96 thru 125, and for such excepted lots said easements shall be along and within 10 feet of the front lot lines. Said easements established in the two next preceding sentences are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, 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, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof.

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 easements as long as such lines do not hinder the construction of buildings on any lots in this Section.

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, watch logs, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained in the Section. The materials in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Hood County and the State of Texas, and of the Texas Water Quality Board.

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot in this Section, an assessment is hereby made of (i) \$1.50 per month per lot the owner of which owns only one lot in said Section, and (ii) \$1.00 per month per lot in said Section in respect to lots of which two or more are owned by the same person but not to exceed \$4.00 per month as to the total of all lots owned by one owner in said Oak Trail Shores Subdivision for the maintenance and construction of swimming pools, parks, roads and other improvements in Oak Trail Shores Subdivision; "owner" as used in this sentence shall include also a purchaser from Western Resort Properties, Inc. of a lot in Oak Trail Shores Subdivision. The assessment shall accrue from the earlier of the date of the agreement for deed from Western Resort Properties, Inc. as seller to a purchaser or of the conveyance by Western Resort Properties, Inc. as grantor. Such assessment shall be and is hereby secured by a lien on each lot in this Section, respectively, and shall be payable to Oak Trail Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on March 31st of each year commencing in 1970, at which date in the year 1970 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until March 31st of each such year. Said 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. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from Western Resort Properties, Inc., under a contract to purchase then in force) of such lot, after having made written application for membership in said Oak Trail Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said swimming pool, park and recreational area are for the sole use and benefit of the members of said Association, their families and authorized guests. Commencing on the last Friday in April, 1973, Western Resort Properties, Inc., shall not be eligible for membership in said Oak Trail Owners Association; no assessment shall be made against Western Resort Properties, Inc. at any time; assessments against lots owned by Western Resort Properties, Inc. shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots from Western Resort Properties, Inc. is then in force.

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 any boxes, rubbish, trash, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to 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 and assigns.

15. If the owner of any lot in said Section, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Section to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

16. 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 18th day of February, 1970.

ATTEST:

L. L. L. L.  
Secretary

WESTERN RESORT PROPERTIES, INC.

By

Charles J. Seay  
Vice President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) s.s.

Before me, the undersigned, 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 who name is subscribed to the foregoing instrument, and known to me to be Vice President of Western Resort Properties, Inc., who acknowledged to me that he executed the said instrument for the purpose 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 Western Resort Properties, Inc., a corporation organized and existing under the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of February, 1970

*Janet A. Phillips*  
Notary Public, in and for Dallas County, Texas

My commission expires:

*June 1, 1971*

THE STATE OF TEXAS COUNTY OF HOOD	I, BRUCE PRICE, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated the <u>18</u> day of <u>Feb</u> , A. D. 19 <u>70</u> , with its certificate of publication, was filed for record in my office on the <u>19</u> day of <u>Feb</u> , A. D. 19 <u>70</u> , at <u>5:50</u> o'clock <u>P.</u> M., and it is recorded this <u>19</u> day of <u>Feb</u> , A. D. 19 <u>70</u> , at <u>1:30</u> o'clock <u>P.</u> M., in the Records of said County, in Volume <u>156</u> , Page <u>126</u> .
Witness my hand and the seal of the County Court of said County, at office in Granbury, Texas, the day and year last above written.	
<i>Bruce Price</i> COUNTY COURT, HOOD COUNTY, TEXAS CLERK	
<i>Debra Syer</i>	