



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, except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot, and each residence, subject to paragraph 9 hereof, shall have a minimum floor area of 750 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior 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. Fences shall be permitted to extend to the side and front lot lines and to within 5 feet of the rear lot lines (except to within 10 feet of the rear lot lines on Lots 194-203), but without impairment of the easements reserved and granted in these restrictions (exception: on Lots 179-186, fences must remain at least 6 feet back from the front lot line but can extend to the rear lot line).

7. No building shall be located nearer to the side street line than 10 feet (exception: Lot 189, on which the setback shall be 5 feet), or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, 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. 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, 1975, 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, 500 square feet in size minimum, in good repair and of attractive design and appearance, and under-skirted with material approved by the 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 25 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 that other paragraphs are complied with.

10. Easements are reserved along and within 5 feet of the rear, front and side lines of all lots herein, except that Lots 179-186 have a 6 foot easement along the front line and that Lots 187, 188, 194-203 have a permanent 10 foot easement on the rear lot line. Said easements established in the next preceding sentence 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, subject to the next succeeding sentence hereof. A permanent 5 foot easement is reserved along the southwest side of Lots 187 and 203; along the northeast side of Lots 186 and 202; along the southeast side of Lot 188; along the back of Lots 192 and 193, and any lot set forth in this sentence cannot be combined with another lot set forth in this sentence.

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 herein.

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 dogs, 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 on any lot herein. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Hood County and the State of Texas, and of the Texas Water Quality Board.

12. Subject to the remaining provisions of this paragraph, as to each lot herein, an assessment is hereby made of (i) \$1.50 per month per lot, the owner of which owns only one lot in said Oak Trail Shores Subdivision, and (ii) \$1.00 per month per lot 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 hereunder, 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 1971, at which date in the year 1971 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 space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

15. If the owner of any lot herein or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or person owning any real property situated in said Subdivision 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 31st day of May, 1972.

WESTERN RESORT PROPERTIES, INC.

By Clarence J. Spangler  
Clarence J. Spangler, Vice President

ATTEST:

R. L. G. [Signature]  
Secretary

THE STATE OF TEXAS )  
  )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, on this day personally appeared Clarence J. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Vice President of Western Resort Properties, Inc., who acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of 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 31st day of May, 1972.

Barbara Libartick  
Notary Public, Dallas County, Texas

My commission expires: June 1, 1973.

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, with its certificate of Authentication, was filed for record in my office on the 26 day of May, 1972 at 1:45 o'clock P M., and duly recorded this 26 day of May, 1972 at 4:00 o'clock P M., in the Records of said County, in Volume 183, Page 323

Witness my hand and the seal of the County Court of said County, at office in Granbury, Texas, the day and year least above written.

BRUCE PRICE,  
CLERK COUNTY COURT, HOOD COUNTY, TEXAS

BY Dana Dyer DEPUTY

FILED FOR RECORD  
AT 1:45 P.M.

MAY 26 1972

*Bruce Price*

Clerk County Court, Hood County, Texas

*Western Realty*

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