

**DECLARATION OF RESTRICTIONS AND RESERVATIONS  
LAKE GRANBURY RV RANCH, A SUBDIVISION OF  
HOOD COUNTY, TEXAS**

STATE OF TEXAS                   §  
  §                   **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF HOOD               §

**WHEREAS, TERRA-G, LTD.**, a Texas Limited Partnership d/b/a Lake Granbury RV Ranch, acting by and through LA'TEX. INC. the General Partner, (hereinafter referred to as ("Developer")) is the owner and developer of that certain Subdivision described as:

**LAKE GRANBURY RV RANCH** a subdivision of Hood County, Texas according to the plat thereof recorded in Slide A-371-B, Plat Records of Hood County, Texas

(such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

**WHEREAS**, Developer, desires to create certain covenants, restrictions, easements, charges and liens with respect to said real property for the mutual use and benefit of itself, its grantees, successors, and assigns.

**NOW THEREFORE**, the said Developer does hereby make, create, and declare the following covenants, restrictions, limitations, uses, easements, charges, and liens upon the real property herein after described as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon it, its successors and assigns, and upon all parties claiming under it, and upon all future owners and occupants of any part of said property so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered:

Use Restrictions Applicable to All Lots.

1. All lots in the subdivision shall be used, known and described as single family lots. No lot may be further subdivided. Notwithstanding any languages in these restrictions to the contrary Lot 112 is excluded from these restrictions. Developer reserves the right to impose these or other restrictions upon Lot 112 at the Developer's discretion. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on any lot. No commercial activity or use shall be permitted on any lot. No soil shall be removed for any commercial use; any cutting of trees shall be limited to the extent necessary for clearing a foundation site. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot; sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health, the Brazos River Authority and Hood County, Texas. No ground fires shall be built or maintained on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept (provided the same are not raised, bred or kept for any commercial purpose). All dogs must be leashed or fenced to prevent roaming or scavenging on lots within the subdivision. No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision.

2. No building or structure on any lot shall exceed two (2) stories in height. There is a ten (10) foot utility easement reserved along the front lot lines, a five (5) foot utility easement reserved along the rear lot lines, and a one (1) foot utility easement reserved along the side lot lines of each and every lot within the subdivision. Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled.

3. No building or other structure of any kind, including without limitation, dwellings, accessory buildings, garages, fences, walls, retaining walls, sidewalks, steps, awnings, poles or swimming pools, shall be erected, constructed, installed, placed, altered or maintained upon any lot or upon any street adjacent thereto, unless and until complete and detailed plans and specifications therefore, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to streets and lot lines (and the grading plan, if requested) shall have been first submitted for approval to and approved in writing by the Architectural Review Committee.

4. The drilling of any water well within the subdivision is prohibited except that the Developer may drill a water well on any lot or lots within the subdivision for the purpose of providing water service to the owners within the subdivision. A septic sewer system shall be provided and maintained by the Developer doing business as Ranch House Water Company, Inc. on all lots within the subdivision. The initial costs of said sewer system shall be a fee of \$10.00 per month. Subsequent adjustments in costs per lot for the use of the sewer system shall be based upon costs of maintenance, however, in no event shall the costs be less than \$5.00 per month.

Architectural Review Committee.

1. If the Architectural Review Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefore within thirty (30) days from the date said plans and specifications, color scheme, plot plan or grading plan are presented to the Architectural Review Committee. If notice of disapproval is not so sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Review Committee in accordance with the Provisions of this Subparagraph.

2. The approval of the Architectural Review Committee of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot, shall not be deemed to be a waiver by the Architectural Review Committee of its right to object to any of the features of elements embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other lots.

Use Restrictions Applicable to Mobile Home Lots.

1. No mobile or modular home shall be allowed to be maintained upon any lot, except on Lots 76 through and including Lot 87 only.

2. Each mobile or modular maintained on Lots 76 through and including Lot 87, within the subdivision shall contain a minimum of seven hundred (700) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition) and modular homes may be brought upon or maintained on Lots 76 through and including Lot 87. Prior to occupancy, each respective mobile home shall be properly skirted, pinned and connected to utilities. All construction must be of new materials, except stone, brick, inside structural materials or other materials used for antique decorative effect. 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. Storage structures may be placed on such lots.

Use Restrictions Applicable to Recreational Vehicle Lots.

1. Only recreational vehicles as defined herein shall be allowed to be maintained upon Lots 1 through and including Lot 75, and Lot 88 through and including Lot 111, including Lot 21 which is designated as the common area.

2. Recreational vehicles are defined as motorhomes, modern travel trailers, pickup campers, tent-type folding trailers, and other similar types of camping trailers and equipment that are mobile, but not including folding tents or similar shelters not mounted on wheels or travel trailers longer than forty (40) feet or wider than eight (8) feet (excluding tipouts or slideouts) or which do not include their own water supply and holding tanks. Only one (1) permissible Recreation Vehicle may be located or maintained on each lot.

3. Approved Recreational Vehicles may remain parked on Lots while not occupied by the Owner, however, no Recreational Vehicle shall be occupied by Owner for more than one hundred eighty (180) consecutive days. Each Owner is entitled to the exclusive possession of his Lot, subject to the provisions of this Declaration. Each Owner shall be responsible for the maintenance of his Lot and all improvements and fixtures thereon in good order and repair, and no alterations and improvements may be made on any Lot without the written approval of the Architectural Review Committee. No permanent or semi-permanent structures shall be erected, placed, or permitted to remain on any lot, which prohibited structures include, without limitation, the following: (a) screen rooms, carports, metal awnings, or any type of permanent extended overhang; (b) any structure which cannot be transported within the pulling vehicle of the body of the vehicle itself; (c) any structure placed on blocks or other supports which are permanent in nature; (d) any structure with removed hitches; (e) any structure designed, intended or used as permanent living quarters; (g) any structure not included in the definition of Recreational Vehicle herein; and (h) any fence, wall, or free-standing radio or television antennae. Tables, benches, grills and plantings which have been approved in writing by the Architectural Review Committee may be placed on each Lot, but no other personal property shall be permitted to remain where it can be seen by the Owners of other Lots or visitors to the Subdivision, except when the Lot is actually in use. Storage structures of such design as may be approved in writing by the Architectural Review Committee may be placed on each Lot.

4. Recreational Vehicle holding tanks or other waste shall not be dumped or disposed of within the Subdivision, except at the sewer risers provided.

General Provisions.

1. Each and every owner of any and all lots within the subdivision shall become a member of the subdivision property owners association at the time such subdivision property owners association is formed. Each and every owner covenants and promises to pay, to the Developer and/or the property owners association, as the case may be, when due, any and all dues and maintenance fees. Use of roads, common area, clubhouse, swimming pool, and dump stations within the subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests, invitees, and prior assigns). Each and every owner of any and all lots within the subdivision covenant and agree that the Developer and/or the property owners association, as the case may be, and their successors and assigns shall have a lien upon the subject lot(s), inferior only as the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees and any reasonable court costs and attorney's fees incurred in connection with the collection of same. The initial assessment against each lot shall be the sum of \$5.00 per month and shall be established in the future annually by the association board of directors which shall not increase the assessment by an amount in excess of 10% or the increase in the Consumer Price Index whichever is greater.

2. The covenants, conditions, and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision, or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein containing, either to restrain violation or to recover damages for the violation or both, or to obtain such other relief for such violations as then may be legally available.

TERRA-G, LTC., a Texas Limited  
Partnership d/b/a Lake Granbury RV Ranch  
Acting by and through LA'TEX, INC., the general partner.

By: LA'TEX, INC., General Partner

By: Gaston B. Garrett, President /s/