

DECLARATION OF RESTRICTIONS AND RESERVATIONS

LAKE GRANBURY RV RANCH, A SUBDIVISION OF
HOOD COUNTY, TEXAS

STATE OF TEXAS

December 8, 2007

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOOD

These Deed restrictions supersede all previous documents.

Lake Granbury RV Ranch is 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 Lake Granbury RV Ranch, through the Lake Granbury RV Ranch Property Owners Association, Inc., here and after referred to as POA, 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, Lake Granbury RV Ranch 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 the 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. Lake Granbury RV Ranch Property Owners Association, Inc. reserves the right to impose these or other restrictions upon Lot 112 at the Lake Granbury RV Ranch Property Owners Association, Inc. discretion. No 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. All ground fires must be in a safely contained metal or stone structure, and in accordance with Hood County fire restrictions. No animals, livestock or poultry of any kind shall be 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 on each side line which no permanent structure may be built. 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 building, 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. A sewage treatment system is provided and maintained by the Lake Granbury RV Ranch Property Owners Association, Inc (through its wholly owned utility company) for all lots within the subdivision. Rates for water and sewer service are on record with the appropriate government agencies and rates and operation of the utility company shall be maintained to applicable regulations and requirements. All sewage must be emptied into the sewage treatment system. No dumping on the ground is allowed under any circumstance.
5. Only recreational vehicles, as defined herein, shall be maintained on all lots within the subdivision. Permanent structures may be built with written permission from the ARC committee.

6. Recreational vehicles are defined as fully self-contained hard-walled motor homes, travel and fifth-wheel trailers. Each Recreational Vehicle must be maintained in good working order and appearance, and 10 years or newer according to the title when moving into the RV ranch. Recreational Vehicles which are not adequately maintained must be removed from the Lake Granbury RV Ranch or brought into maintenance and appearance compliance as determined by the Architectural Review Committee.
7. Due to variations in lot sizes within the Lake Granbury RV Ranch, one recreational vehicle per lot will be allowed on lots 1-75 and 88-111. Two recreational vehicles may be maintained on lots 76 through and including 87 with Architectural Review Committee approval.
8. Approved recreational vehicles may remain parked on lots while not occupied by the owner. However, the recreational vehicle must be maintained even when not occupied. Additionally, property owners may not lease or rent their property. Each owner is entitled to the exclusive possession of his/her lot, subject to the provision on these Declarations. Each owner shall be responsible for the maintenance of their lot and all improvements and fixtures thereon in good order and repair.
9. When a property owner sells their lot, no recreational vehicle on that property will be grandfathered into the park. Additionally, any recreational vehicle that changes ownership will not be grandfathered. Rather, the RV will be subject to the same rules of maintenance, appearance and functionality of any RV entering and remaining in the park and is subject to Architectural Review Committee approval. If, in the opinion of the Architectural Review Committee, the RV is not suitable to remain in the park, the owner will remove the RV upon closing of the property.

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. Should a property owner receive disapproval from the ARC committee, they have the right to present their case in a joint meeting of the POA Board of Directors and ARC committee. That decision will be final and binding.

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.

General Provisions

1. Each and every owner of any and all lots within the subdivision shall become a member of the property owners association. Each and every owner covenants and promises to pay, to the property owners association, when due, any and all dues and maintenance fees. Use of roads, common area, clubhouse and swimming pool shall be limited to the lot owners and their families and guests. Each and every owner of any and all lots within the subdivision covenant and agree that the property owners association 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.
2. The covenants, conditions, and restrictions herein shall constitute covenants running with the land and shall be binding. 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 the property owners association, 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 violation or both, or to obtain such other relief for such violations as then may be legally available.

“original signed”

Ronald L. Deeds
President, Property Owners Association
Lake Granbury RV Ranch