

**AMENDED AND RESTATED
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

Henceforth these Deed Restrictions supersede all previous documents.

Lake Granbury RV Ranch (here and after referred to as LGRVR) 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 LGRVR, 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, LGRVR 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:

These Amended And Restated Declaration Of Restrictions And Reservations were approved by a 2/3rds majority vote of the membership of the Lake Granbury RV Ranch Property Owner's Association Inc. voting (by proxy, absentee, electronically and in person) at a meeting held on 22 February, 2020.

These Amended and Restated Declaration Of Restrictions And Reservations shall supersede and replace all prior versions of the Declaration of Restrictions And Reservations of the Lake Granbury RV Ranch Property Owners Association and take affect when recorded in the Official Records of Hood County Texas.

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.

No multi-family dwellings or structures shall be permitted on any lot.

Lots with an existing manufactured homes may be replaced in kind with a new manufactured home. No other lots will be allowed to have manufactured homes on them.

No trade or business may be conducted in or from any Lot, except that an Owner or resident in a Dwelling Unit may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (b) the business activity conforms to any and all requirements that may be applicable to the Property, (c) the business activity does not involve persons coming into LGRVR who do not reside in LGRVR, or involve door- to-door solicitation of residents in the Property, and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of LGRVR, as may be determined in the sole discretion of the Association through its Board of Directors.

No soil shall be removed for any commercial use.

No trees shall be removed without approval of the Architectural Review Committee (hereafter referred to as the ARC).

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 or bred on any lot.

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.

Notwithstanding any languages in these restrictions to the contrary, Lot 112 is excluded from these restrictions. The LGRVR POA reserves the right to impose these or other restrictions upon Lot 112 at their discretion.

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. Additionally, if utility repairs or improvements need to be made in an easement area and property owner has made improvements that encroach upon an easement area, then removal and/or repair of said improvements will be the responsibility of the property owner.
3. No fence shall be erected on any property that exceeds four (4) feet in height. Additionally, all fences must be of a fencing material that does not block the flow of air through fencing material. All fences and materials must have the approval of the ARC prior to installation.
4. 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 ARC.
5. All car ports, recreational vehicle (hereafter referred to as RV) ports, must be structurally sound, and anchored to a concrete pad or footing. Sidewalls on an RV port

All covered ports and materials shall have the approval of the ARC prior to installation.
6. Outside construction of any type will be restricted to between the hours of 7:00 AM and 7:00 PM each day. Interior construction may continue as long as the noise level does not bother the property owner's neighbor(s).
7. The drilling of any water well within the subdivision is prohibited. A sewage treatment system is provided and maintained by the LGRVR Water Supply Corporation (or their designated water and sewer service-company) for all lots within the subdivision. Rates for water and sewer service are on record with the appropriate government agencies.

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.

Henceforth, property owners are required to have at least one source of electric service, sewer service and a water tap on their property.

8. No motor vehicle shall be parked or driven within the confines of LGRVR that is unlicensed, has not been inspected and/or does not meet the requirements of the Texas Motor Vehicle Code. Motor homes are exempt from this requirement. A vehicle shall be an exception from these requirements for a period of thirty (30) days while it is in the process of being repaired or receiving regular maintenance. There can be no more than one (1) vehicle being repaired or receiving regular maintenance at a time. The work area shall be kept clean and organized while the vehicle is being repaired or receiving regular maintenance. Golf carts (electric or gasoline powered) are excluded.
9. Only RVs, as defined herein, shall be maintained on all lots within the subdivision. Permanent structures may be built with written permission from the ARC committee.
10. Property owners must have a RV or show proof of ownership of a RV to an ARC member or POA Board Member to purchase property at LGRVR. RVs are defined as fully self-contained hard-walled motor homes, or travel and fifth wheel trailers. Each RV must be maintained in good working order, appearance and be 10 years of age or newer according to the title when moving into LGRVR. If the RV is older than ten (10) years of age, it requires ARC approval before purchase of the property. RVs which are not adequately maintained must be removed from the LGRVR or brought into maintenance and appearance compliance as determined by the ARC.
11. If a property owner sells their RV, then it must be replaced within ninety (90) days with a RV that meets LGRVR POA Deed Restriction Guidelines. Should extenuating circumstances keep the property owner from meeting the ninety (90) day deadline, then property owner may submit a written request for an additional time extension.
12. Due to variations in lot sizes within the LGRVR, one RV per lot will be allowed on lots 1-75 and 89-111. Two RVs may be maintained on lots 76 through and including 87 with ARC approval prior to placement.
13. Approved RVs may remain parked on lots while not occupied by the owner. However, the RV must be maintained even when not occupied. Additionally, no property owner shall lease or rent their property, RV or any structure(s) on their property within the

confines of LGRVR for any reason. Each owner is entitled to the exclusive possession of his/her lot, subject to the provision of these Declarations.

14. When a property owner sells their property, no RV on that property will be grandfathered into the park. Additionally, any RV 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 ARC approval. If, in the opinion of the ARC, the RV is not suitable to remain in the park, the owner will remove the RV upon closing of the property.
15. All property owners with trees that extend over the common streets of LGRVR must keep the canopy height trimmed to a height of at least thirteen (13) feet.
16. Quiet time within the confines of LGRVR shall be from 10:00 PM until 7:00 AM each day.

Architectural Review Committee

Property owners must submit an application to the ARC and follow the instructions and guidelines on the LGRVR STRUCTURE AND PERMIT FORM for any external structural or appearance changes (permanent or fixed) to their property. Forms may be obtained from the clubhouse, on line at lgrvr.com or from an ARC Committee Member.

1. The approval of the ARC 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 ARC 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.
2. If the ARC 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 ARC. 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. That decision will be final and binding.

3. Once a property owner is notified of an approved permit request, the project must be completed within ninety (90) days after notification. If due to circumstances beyond the property owner's control, a project cannot be completed within ninety (90), the property owner may request in writing a time extension that will be reviewed and acted on by the ARC.

Property owners/contractors shall be responsible for hauling off any construction debris from LGRVR property. No construction debris will be placed in LGRVR dumpsters or roll-offs.

4. Each owner shall be responsible for maintenance of his/her lot(s). All improvements and constructed fixtures thereon must be kept in good order and appearance. Each lot(s) shall be kept and maintained in a neat and orderly condition. Weeds, grass or unsightly growth may not exceed six (6) inches in height.

If overgrowth or an unsightly lot is reported, owners will be notified in writing and will have fourteen (14) days in which to comply with the Notification. After fourteen (14), days the work will be performed by a designee of the POA and the owner will be billed for the cost of having the work performed. If the Notification is deemed to be a hazard to LGRVR POA, then the cleanup may require a shorter cleanup time period.

5. Building without a permit, making changes to an ARC approved plan or being in violation of building codes as set forth by the ARC may constitute a STOP WORK ORDER (SWO). The owner will be contacted either in person, by phone, email or text of a possible SWO. If immediate contact cannot be made, a certified letter will be mailed to the property owner. The communication will include, what the offense is and the date by which the property owner will have to correct the offense. If the offense is corrected and approved by the ARC, a SWO will not be issued. If a SWO is issued, it will be posted at the property and a fine of \$200 will be assessed. An additional fine of \$100 will be assessed for each and every day that work continues after the SWO is issued.

Right Of Appeal

If a property owner does not agree with the requirements as set forth in the notice for correction or SWO, or disagrees with the notice of violation in any way, the property owner may request a hearing before the LGRVR POA Board of Directors to appeal the ARC or Chairperson's decision or action. The request must be in writing stating the reasons for the appeal and be mailed within thirty (30) days from the date of the mailing of the SWO or notice of violation to the LGRVR POA Board President at:

LGRVR President
7001 Deer Hollow Court
Granbury, TX 76049

Hearing

The appeals hearing is to be scheduled by the President of the POA Board of Directors within ten (10) business days of the receipt of the property owners notice of appeal. The hearing shall be conducted in an Executive (or closed) Session by the POA Board. The property owner will be given time to present information to support the appeal. The property owner will be excused in order to allow the POA Board to reach a decision and set the terms of the penalty (if there is to be any), or consider any other action. A written copy of the decision will be provided to the property owner within forty-eight (48) hours of the hearing date.

Payments of Fines/Penalties

The terms, amounts, commencement and payment due dates of any fines levied will be delivered to the property owner in writing as follows:

1. By the ARC Chairman if there is no appeal by the owner.
2. By the President of the LGRVR POA if the hearing results in fines or penalties.

Failure to pay fines for non-compliance can result in legal action by LGRVR POA.

Cumulative Rights And Remedies

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 covenants and agrees 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 foreclosure or collection of same.

All enforcement rights and remedies of the LGRVR POA at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the

POA's right to exercise another right or remedy. This means that the POA Board can file a lawsuit against a property owner to enforce an applicable rule, restriction or statute in addition to or instead of imposing a monetary penalty. This means that all pertinent provisions of the LGRVR POA also apply.

General Provisions

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

These Deed Restrictions may be amended or modified by a 2/3 majority vote of the members voting (by proxy, absentee, electronic or any other authorized means) at a regular scheduled or special called meeting of the LGRVR POA, Inc.

CERTIFICATION

I, the undersigned certify:

That I am the duly elected and acting President of Lake Granbury RV Ranch Property Owners Association, Inc., a Texas non-profit corporation; and

That the foregoing Amended And Restated Declaration of Restrictions And Reservations for Lake Granbury RV Ranch Property Owners Association, Inc., was duly adopted by a 2/3rds majority of the Members voting (by proxy, absentee, electronically and in person) on the 22nd day of February, 2020.

In witness, I have subscribed my name this _____ day of _____, 2020.

President

Printed Name

Attest:

Secretary

Printed Name

STATE OF TEXAS §

COUNTY or HOOD §

This instrument was acknowledge before me on this _____ day of _____, 2020, by _____ as the President of Lake Granbury RV Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation

Notary Public, State of Texas

**FILED FOR RECORD AT HOOD
COUNTY COURTHOUSE**

STATE OF TEXAS §

COUNTY or HOOD §

This instrument was acknowledge before me on this _____ day of _____, 2019, by _____ as the Secretary of Lake Granbury RV Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas