

RESTRICTIONS AND COVENANTS

Filed July 10, 1970
Vol. 159, Page 426
With subsequent amendments

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

(First two introductory paragraphs as
Amended September 14, 1991
Volume 1363, Page 341)

The undersigned property owners in the Laguna Tres Subdivision of Hood County, Texas, being more than fifty percent (50%) of the title owners of lots in such subdivision, hereby amends its original Dedication as originally filed July 10, 1970, and of record in Volume 159, Page 426, Deed Records, Hood County, Texas, and the Amended Declaration of Restrictions and Covenants recorded in Volume 170, Page 142, Deed Records, Hood County, Texas, filed by the developer, Laguna Tres Estates, Inc., pursuant to the provision contained in such restrictions and covenants for modification after January 1, 1990, as follows:

All of the restrictions and covenants set forth in the document recorded on Volume 170, Page 142, Deed Records, Hood County, Texas are hereby declared ratified and continued in full force and effect, except paragraphs 2 and 12 thereof which are deleted and replaced with the following restrictions and covenants which shall from this date of filing with the Real Property Records of hood County be binding on all platted lots in the Laguna Tres Subdivision of Hood County, Texas:

(Filed in Vol. 170, Page 142
Dated: June 24, 1971)

LAGUNA TRES ESTATES, INC., a Texas corporation, ("Dedicator") is owner of real property in Hood County, Texas, including the lands specifically described in Exhibit "A," attached hereto and made a part hereof for all purposes, a map and plat of which is also attached hereto, as Exhibit "B" and incorporated herein for all purposes.

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, as an orderly development with areas in these or

other lands hereafter platted by Dedicator for single family residences, areas for condominiums, areas for apartments, areas for commercial development, areas for marinas, and areas for recreational and other uses, with their allied facilities.

NOW, THEREFORE, Dedicator does hereby adopt the attached map and plat, Exhibit "B," as its plan for subdividing said land, to be hereafter known as Lots 1 to 181 inclusive, Block 1, Lots 1 to 15 inclusive, Block 2, and Lots 1 to 16 inclusive, Block 3 in LAGUNA TRES ESTATES, an addition to HOOD COUNTY, TEXAS.

Streets designated on said plat are to provide Dedicator, its successors and assigns, and the owners of the various lots of LAGUNA TRES ESTATES with ingress and egress to the area and are reserved as private ways, and no right of the public generally shall accrue in and to any such streets. Dedicator reserves to itself, its successors and assigns, the right to convey said easements or rights therein to LAGUNA TRES OWNERS ASSOCIATION, INC. (hereinafter called "The Association") to be retained by said Association for the benefit of said properties, and other properties hereafter platted by Dedicator, or dedication to the public or public ways and easements. The right to ingress and egress is reserved and retained over all lands described in Exhibit A on behalf of the Association for the purposes of maintenance of the common properties, the cutting of weeds and grass, and the cleaning of said lands at the expense of the owners thereof.

Easements for ingress and egress designated on said plot are reserved for the exclusive use of the designated lots and adjoining such easements to provide ingress and egress to Granbury Lake.

Dedicator reserves to itself, its successors and assigns, an easement and right to construct and maintain sewer lines and their appurtenances in, over, and across all lands described in Exhibit A should Dedicator elect to install same.

For the purpose of assuring the orderly and uniform development of such property as a residential district of desirable character and in order to carry out a general plan of development for the benefit of each purchaser of a lot or lots in said blocks of said Addition, the following restrictions upon the use of said property are hereby established, and the land shown on the attached map is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

1. Definitions:

(a) The word "lot" as used herein is intended to refer to a single piece or parcel of land shown as a lot on the attached map or of a lot and part of an adjoining lot or lots.

(b) A "corner lot" is one which abuts on more than one street.

(c) The words "building line" as used herein mean the line designated as "building line" on the attached map or as otherwise indicated herein, or as changed by the undersigned in accordance with the provisions hereof.

(d) The word "residence" as used herein, except in Section 5, shall include porches, enclosed attached garages and attached boathouses and attached servant's quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, portocheres and architectural appurtenances such as cornices, bay windows and the like.

(e) The word "Association" as used herein refers to the LAGUNA TRES OWNERS ASSOCIATION, INC. which will be formed for the purpose of maintenance of the Addition, the approval of plans, and exercise of control over enforcement of these restrictions pursuant to powers retained by the undersigned as hereinafter set out, and for the mutual benefit of the owners of property in this Addition.

*(As Amended 01/01/1990)
Filed in Vol. 1363, Page 341*

2. USE OF LAND

a. Residential Lots: *No lot and no resident thereon shall be used for other than a single family residence or purposes incidental thereto, except that the Dedicator may use any residence as a temporary office for such time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the corporation. Approval of plans for all residences and outbuildings must be obtained from the Board of Directors prior to construction. Outbuildings will not be used as family quarters, except by servants engaged on the premises and following approval of the Board of Directors.*

b. Prohibited Structures: *No Structure or item of a temporary character, House trailer, mobile home or movable home, tent, shack or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.*

c. Storage: *No lot shall be used for temporary or permanent storage of equipment or material, except during construction or when completely shielded from public view. The outdoor storage of motor vehicles, which because of their lack of*

current registration or license cannot be legally operated upon the street and highways of the State of Texas, is prohibited.

d. Parking of Vehicles: Passenger cars, pickups, station wagons and vans are the only vehicles authorized to be parked in driveways and exposed to public view. Motor homes, travel trailers, utility trailers, boats, boat trailers and motorcycles must be screened from view from the street (a six foot high shielding fence is considered sufficient in protecting motor homes and travel trailers from public view). Owners may park these unauthorized vehicles in their driveways a maximum of forty-eight (48) hours prior to and after returning from a trip for loading and unloading purposes.

f. Animals: No animals, swine or poultry of any kind shall be raised, bred, boarded or kept on any lot, except dogs or cats or household pets not kept for commercial purposes. Permissible pets shall comply with all local and state licensing requirements.

g. Firearms: Other than for the protection of life or property, the use of firearms is prohibited.

g. Nuisances: No noxious, offensive, dangerous or exceedingly noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. This provision shall include, but not be limited to fireworks, Roman Candles, bottle rockets and any other fireworks that proceed on or over the property of others is specifically prohibited.

h. Property Maintenance: Lots shall be kept clean and free of trash, garbage and debris. Grass shall be mowed at regular intervals in order to control the growth of weeds and other unsightly grasses. Shall it be necessary for the Association to

mow the grass or clean up the trash, debris, etc., the lot owner will be billed for any and all costs, including any attorney fees, and should the owner fail to pay such costs, a lien will be filed against said owners property.

i. *Burning of Trash:* *All fires shall be contained in a safe enclosure.*

j. *Towers and Wires:* *No radio or television towers or aerial wires over thirty feet (30') shall be maintained over any part of any lots not occupied by a structure.*

k. *Drilling and Excavation:* *No oil drilling, development, refining pouring or mining operations shall be permitted by the surface owner upon or in any lot. (The mineral estate in and to portions of the property herein covered by these restrictions is owned by various parties as reflected in the Real Property Records of Hood County, Texas, and nothing in these Deed Restrictions is meant to impair or restrict the rights of the mineral estate owners). No sand, soil, gravel or shell materials shall at any time be excavated or dug out of any lot by the surface owner except for the purpose of laying a foundation of a residence or improving the gardens or grounds thereof.*

l. *Storage Tanks:* *No tank for the storage of oil, liquid petroleum or other fluid may be constructed or maintained on any lot above the surface thereof, unless screened from view.*

m. *Improvements:* *No improvements shall be constructed on any lot so as to interfere with the easement of record of the Brazos River Authority to flood, overflow or inundate portions of said lots to 704 feet above mean sea level, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval of the Brazos River Authority.*

n. Applicable Rules: All applicable rules and regulations of the Brazos River Authority, their successors and agents shall be strictly complied with. No structure except boathouses, docks or piers shall be constructed nor any fill be used to extend the property beyond the lot and bulkhead line on any waterfront property, nor shall any construction or fill in channels impede boat traffic. All construction of docks, boathouse and piers shall be subject to licensing by Brazos River Authority and approval of the Association, and none shall extend more than 10 feet in channels less than 66 feet in width nor more than 15% of the width of the wider channels.

o. Draining: No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake of its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functional before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided it shall be used as sole means of sewage disposal for such premises.

(As contained in amendment)
Vol. 1363 Page 372)

p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

3. Construction of residence, garages, and outbuildings:

(a) Residences:

(1) Every residence erected on any lot or plot shall front on the street on which it is located unless the undersigned approves in writing a different frontage.

(2) Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.

(b) Outbuildings:

Outbuildings shall be of design and construction similar and comparable to that of the residence. No outbuilding shall exceed the residence in height, unless by written consent of the Dedicator. Cooling towers and all other mechanical units located in front or at the side of the residence must be screened to the satisfaction of the Dedicator.

(c) Swimming pools shall not be nearer than five feet to any lot line and shall not project with their coping more than two feet above the established grade.

4. Approval of Plans:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Dedicator as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In the event the Dedicator, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be deemed to have been given. A copy of all such plans, specifications and other written information required by the Dedicator shall be left with it after the same have been approved.

5. Required Size of Residence:

(a) No residence having a floor area of less than 1200 square feet shall be erected on Lots 1 through 30 inclusive. No residence having a floor area of less than 1200 square feet shall be erected on the following numbered Lots: 101-B, 100-B, 99-B,

97-B, 96-B, 95-B, 94-C, 94-A, 94-B, 95-A, 96-A, 97-A, 98-A, 99-A, 100-A, and 101-A of Block 1.

(b) No residence having a floor area of less than 1000 square feet shall be erected on any of the remaining lots in the Subdivision that are not sold on or before November 1, 1970.

(c) In the event that a dwelling is erected which is a one and one-half or two story structure, the lower or the ground floor shall have a minimum area equal to two-thirds of the required floor area set out above.

(d) By "floor area," as that term is used above, is meant the floor area of the residence only, "Residence" as that term is used in this Section 5, does not include the floor area of outbuildings, boathouses, servants' quarters, garages and similar buildings attached to the main dwelling, nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

6. Building line:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. The building set-back from the side lot lines shall total at least twenty (20) percent of the lot frontage, it not being required in this connection that the building be equally distant from each side, and provided further that in any event each building shall be at least six (6) feet from each side of the lot line.

(b) Connected or unconnected but not enclosed porches, balconies, porte-cocheres, terraces, cornices, bay windows, spoutings, chimneys and other customary architectural appurtenances may be extended beyond the building lines a distance of not to exceed five (5) feet.

(d) Dedicator reserves the right to change in writing any building lines shown on the attached map or the set-back from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed by more than five (5) feet without the consent of the adjoining property owners.

7. Easement Reserved:

An easement 5 feet in width is hereby reserved along the sides of each lot as may be necessary for the installation and maintenance of utilities and lines. Dedicator reserves the easements designated on the attached map for the purpose of constructing and maintenance of pipelines, conduits, telephone, telegraph and electric light poles and other equipment necessary to the supply of any public utility service. Fences, walls and hedges, but no building or structure of any other character, may be erected and maintained on such easements, provided (1) that such fences, walls and hedges do not interfere in any with the use of such easements (2) that such public utilities may at any time, without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of this public service operations. Dedicator shall have the right to vacate the easements appurtenant to any lot, provided

such vacation shall not prevent access by utilities then occupying any such easement to any lot shown on said plat.

8. General:

(a) Dedicator reserves the right from time to time as it may see fit, by amended dedication or otherwise, to redivide and replat any property shown on the attached map not heretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedications or map of said property; to change the minimum "floor area" for residences, as provided in Section 5; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change (1) shall operate to deprive any then owner of any such property of reasonable access to his property or (2) shall result in rendering the frontage or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (3) shall permit a minimum "floor area" of any residence as provided in Section 5 of less than 1000 square feet.

(b) In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of Dedicator shall be final and binding on all interested persons.

(c) The Dedicator may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan above outlined.

(d) The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Dedicator conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.

(e) All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

9. Laguna Tres Owners Association, Inc.

(a) Each purchaser of a lot or lots in this or future dedications by Dedicator, its successors and assigns, shall become a member of the Association, a non-profit corporation to be organized for the purpose of maintaining parks, ways, lanes, roads, channels, marine facilities, security protection, and other services for the common benefit of its members. All owners of a lot or lots shall be required to be members of the Association and to pay when due, such dues, fees, and charges as the Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of the Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of the Association.

(b) This requirement may be waived by Dedicator in the case of lending institutions that may bid said property in at any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of refusal to pay such dues, fees and charges of the Association or in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Dedicator, its successors or assigns, shall have an absolute right and option to purchase said lot from the violating owner or such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms of any good faith offer to purchase acceptable to such owner or transferee.

(c) By the acceptance and retention of title to any lot in the Laguna Tres North Addition, each Grantee, his heirs and assigns, does hereby covenant and agree that the Association, its successors and assigns, shall have a lien upon the subject lot or lots, second only to liens for taxes and any duly-recorded mortgage, to secure the payment of the aforementioned dues, fees, and charges including court costs and reasonable attorney's fees incurred in connection with the collection the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs or assigns, may enter into with the Association.

(d) Each owner of a lot in said Addition, his heirs and assigns, shall be assessed the sum of \$3.00 per month for the maintenance and operations of the Association's services and facilities until Dedicator has transferred the voting rights in

the stock to the membership at large; thereafter, such assessment shall be determined by the Association in accordance with its by-laws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by the Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

10. Right to Enforce:

(a) The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Dedicator, its successors and assigns, and each and every purchaser of, and person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof); and the Dedicator, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots or as to

any one or more owners thereof, be deemed a waiver of the rights to enforce them as to any and all other lots and owners; nor shall the failure of the Dedicator to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

(b) Only the Association heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mentioned in those restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, and said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

11. Right to Assign:

Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

(As Amended and filed in Volume 1363, page 372)

12. Duration:

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part;

except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.