

DECLARATION OF RESTRICTIONS AND RESERVATIONS
 BLUE WATER SHORES, A SUBDIVISION OF
 HOOD COUNTY, TEXAS

STATE OF TEXAS

13284

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HOOD

WHEREAS, LAKE MARKETING CONSULTANTS, INC., (hereinafter referred to as "Developer") is the owner and developer of that certain Subdivision described as:

BLUE WATER SHORES SUBDIVISION, according to the plat thereof recorded in Slide A-238B, 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, LAKE MARKETING CONSULTANTS, INC., 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 LAKE MARKETING CONSULTANTS, INC. does hereby make, create, and declare the following covenants, restrictions, limitations, uses, easements, charges, and liens upon the real property hereinafter 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:

1. All lots in the subdivision shall be used, known and described as single-family residential lots. No lot may be further subdivided. 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 for construction. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot; septic tank installation and 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 scavanging 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 residential 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. (a) Each residential dwelling constructed on Lots 1 through and including 5, 39 through and including 48, 67 through and including 75, and 148 through and including 176 within the subdivision shall contain a minimum of Eight Hundred Fifty (850) square feet of covered floor area, exclusive of all porches and garages or breezeways attached to the main dwelling. No mobile home of any nature or condition nor modular homes may be brought upon or maintained on Lots 1 through and including 5, 39 through and including 48, 67 through and including 75, and 148 through and including 176. All construction must be of new materials, except stone, brick, inside structure material 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.

(c) Each residential dwelling constructed on Lots 6 through and including 28, 30 through and including 38, 49 through and including 66, and 76 through and including 127, 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 6 through and including 28, 30 through and including 38, 49 through and including 66, and 76 through and including 127. Prior to occupancy, each respective mobile home shall be property skirted, pinned and connected to utilities. All construction must be of new materials, except stone, brick, inside structural material 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.

(c) Lots 128 through and including 147 may be used for site built homes, mobile or modular homes or for recreation vehicles, together with the incidental parking of towing or auxiliary vehicles. 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. Recreation Vehicles may remain parked on Lots while not occupied by the Owner. Tents may be allowed on Lots 128 through and including 147 if placed on a lot which is occupied by a recreational vehicle. Site built homes, mobile or modular homes shall contain a minimum of seven hundred (700) square feet of covered floor areas exclusive of all porches, garages or breezeways attached to the main dwelling. Storage structures may be placed on each lot.

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. On each of lots 85 through and including 147, 148 through and including 151, 156, 163 through and including 176, a septic sewer system shall be provided and maintained by the developer doing business as Hood County Utilities. The initial costs of said sewer system shall be a fee of \$5.00 per month. Subsequent adjustments in costs per lot for 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. Owners of all other lots shall provide and maintain their own septic tank system.

5. 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 the roads, park and beach area, boatramp, fishing pier, bathhouse, dumpstation and playground 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.

6. 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 to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

7. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. Any deed or legal instrument (except deeds of trust, mortgage or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set for herein.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 16th day of November, 1983.

DEVELOPER: LAKE MARKETING CONSULTANTS, INC.

By: M.E. Roberts
Developer

ATTEST:

MERCHANTS AND FARMERS STATE BANK

Mary J. Kees

Norman J. Miller, President
Member

THE STATE OF TEXAS

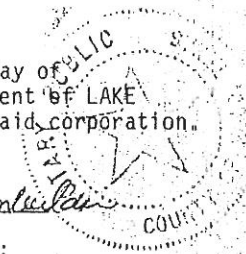
COUNTY OF HOOD

This instrument was acknowledged before me on the 16th day of November, 1983, by M.E. Roberts Vice President of LAKE MARKETING CONSULTANTS, INC., a Texas corporation, on behalf of said corporation.

My commission expires:

3/26/84

Cydney Chambers
Notary Public
Notary's Printed Name:



THE STATE OF TEXAS

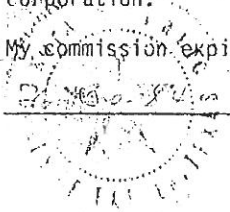
COUNTY OF HOOD

This instrument was acknowledged before me on the 16th day of November, 1983, by Norman J. Miller, President of MERCHANTS AND FARMERS STATE BANK, a Texas corporation, on behalf of said corporation.

My commission expires:

3/26/84

Norm Baker
Notary Public
Notary's Printed Name:



STATE OF TEXAS }
COUNTY OF HOOD }

Please Return to: Chg CTT 700

Central Texas Title

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED on 11-18-83 in the Volume and Page of the Real RECORDS of Hood County, Texas, as stamped herein by me.

FILED FOR RECORD
AT 9357 M.

NOV 17 1983

Cynthia Adams
Clerk County Court, Hood County, TX.

Cynthia Adams
Clerk County Court, Hood County, Texas