

**Hood County Clerk
201 W Bridge Street
PO BOX 339
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Phone: 817-579-3222**

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RESTRICTION

Grantor: BLUE WATER SHORES POA

Pages: 18

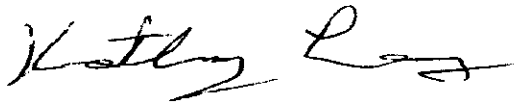
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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Katie Lang
County Clerk
Hood County, Texas



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1 **AMENDED AND RESTATED**

2 **DECLARATION OF RESTRICTIONS AND RESERVATIONS**

3 BLUE WATER SHORES, A SUBDIVISION OF HOOD COUNTY, TEXAS (the "subdivision")

4

5 **STATE OF TEXAS**

6 **COUNTY OF HOOD**

7

8 **WITNESSETH**

9

10 **Whereas**, The **BLUE WATER SHORES PROPERTY OWNERS ASSOCIATION**, a Texas Non-Profit
11 Corporation formed and duly created in 1983, and in accordance with the plat thereof
12 recorded in Slide A-2388, Plat Records of Hood County, Texas (such plat, and any revisions,
13 supplements or additions thereto are incorporated herein by reference for all purposes) and
14 hereinafter referred to as the "**BWSPOA**," desires to create and amend certain covenants,
15 restrictions, easements, charges and liens with respect to said real property for mutual use and
16 benefit of itself, its grantees, successors, and assigns, and

17 **Whereas**, This Amended and Restated Declaration of Restrictions and Reservations, hereinafter
18 referred to as the "**Declaration**," was approved by a 67% majority vote of the membership of
19 **BLUE WATER SHORES PROPERTY OWNERS ASSOCIATION**, voting (by proxy, absentee,
20 electronically and in person) at a meeting held on the first Saturday in August, annually.

21 **Whereas**, It is the desire of **BLUE WATER SHORES PROPERTY OWNERS ASSOCIATION** to place
22 certain restrictions, covenants, conditions, stipulations and reservations upon and against such
23 property in order to establish a uniform plan for the development, maintenance, improvement
24 and sale of such property, and to ensure the preservation of such uniform plan for the benefit
25 of both the present and future owners of lots in said subdivision, and

26 **Whereas**, It is the desire of the BLUE WATER SHORES PROPERTY OWNERS ASSOCIATION to
27 amend, update, and modify their existing DECLARATION OF RESTRICTIONS AND RESERVATIONS
28 to modernize, clarify, and to comply with applicable law,

29 **NOW, THEREFORE**, the Bluewater Shores Property Owners Association Incorporated does
30 hereby make, create and declare the following covenants, restrictions, limitations, uses,
31 easements, charges , and liens upon the real property herein after described as restrictive and
32 protective covenants, as benefits and obligations running with the property, and as binding
33 upon it, its successors and assigns, and upon all parties claiming under it, and upon all future
34 owners and occupants of any part of said property so long as restrictive and protective
35 covenants shall remain in force and effect now written or as hereafter altered.

36 This Amended and Restated Declaration of Restrictions and Reservations shall supersede and
37 replace all prior versions of the Declaration of Restrictions and Reservations of the BWSPOA
38 and take affect when recorded in the Official Records of Hood County Texas.

39
40 **ARTICLE I**

41 **Covenants and Restrictions**

42 Each and every owner of any and all lots within the subdivision plat recorded in Slide A-2388,
43 Plat Records of Hood County, Texas (such plat, and any revisions, supplements or additions
44 thereto are incorporated herein by reference for all purposes) (each, a **"property owner"** and
45 collectively, the **"property owners"**) shall become a member of the BWSPOA.

46 Each and every owner of any and all lots within the subdivision covenants and agrees that the
47 BWSPOA and their successors shall have a lien upon the subject lot(s), to secure the payment of
48 such maintenance fees and assessments, fines of violations, late fees, and any reasonable court
49 costs and attorney's fees incurred in connection with the collection of same.

50 Each and every owner covenants and promises to pay to the BWSPOA, when due, any and all
51 dues, fines, charges and fees assessed by the BWSPOA. Any dues, fines, charges and/or fees
52 not paid within thirty (30) days of their due date shall be in default and shall be subject to a late
53 fee of ten dollars (\$10.00) or such other or additional amounts as may be set by the BWSPOA
54 and permitted by applicable law. Each and every owner covenants and agrees that the BWSPOA
55 and its successors and assigns shall have a lien upon their lot(s) to secure the payment of any
56 dues and fees and any reasonable court costs and attorneys' fees incurred in connection with
57 the collection of same, and such lien shall be evidenced by the filing of a statement by the

58 BWSPOA in the Public Records of Hood County, Texas. Such lien shall be and is subordinate and
59 inferior only to assessments, liens, and charges in favor of the State of Texas and any political
60 subdivision thereof for taxes past due and unpaid on the lot; and amounts due under any first
61 lien deed of trust duly recorded prior to the recordation of any lien assessment as provided
62 herein.

63 Each and every property owner shall maintain a current mailing address with the United States
64 Postal Service or an e-mail address with the BWSPOA at all times. All official notices,
65 information, and ballots, shall be mailed to the designated address provided by the property
66 owner.

67 Each and every property owner shall maintain their property in good order, with all structures
68 and landscaping fully maintained and properly controlled, and shall act to ensure their property
69 complies with all the rules and regulations to implement this Declaration (the "**Rules and**
70 **Regulations**") herein contained, or as they be adopted by the Board of Directors of the
71 BWSPOA (the "**Board**") from time to time.

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

81 **General Lot Restrictions**

- 82 1. No lot may be further subdivided.
- 83 2. All lots in the subdivision shall be used, known, and described as single-family residential
84 lots. No duplexes, apartments or other multi-family dwellings, or structures shall be
85 permitted on any lot.
- 86 3. Sheds and storage containers are not to be used for living areas.
- 87 4. No building or structure on any residential lot shall exceed two (2) stories in height.
- 88 5. No outside toilet, cesspool, or privy shall be erected or maintained on any subdivision
89 lot.
- 90 6. No ground fires shall be built or maintained on any lot. Only recreational firepits
91 (commercial built) shall be used and not for burning of brush, leaves or trash in this
92 subdivision. No burning of any kind shall be done during high winds or county burn bans
93 in accordance with the Hood County Fire Marshal applicable burn ban restrictions (see
94 <https://co.hood.tx.us/83/Controlled-Burning>).

- 95 7. No wildlife, livestock, or poultry of any kind shall be raised, bred, or kept on any portion
96 of the subdivision, except that cats, dogs, and other small usual and common household
97 pets not to exceed a total of four (4) adult animals, may be permitted.
- 98 8. All dogs must be leashed or fenced to prevent roaming or scavenging on lots within the
99 subdivision. All dogs in common areas of Bluewater Shores must be leashed at all times.
100 **Hood County enforces the Rabies Control Act of 1981, and those laws, including but**
101 **not limited to Subsection 826.003 thereto as well as Hood County Animal Restraint**
102 **and Rabies Control Order in effect beginning on October 26, 2021, will be observed**
103 **and enforced in this subdivision. REPORT ANY CONCERNS TO HOOD COUNTY**
104 **OFFICIALS AS NEEDED.**
- 105 9. No noxious or offensive activity/noise (excessive barking or loud music) shall be
106 conducted or engaged in which is or may become a nuisance to other lot owners within
107 the subdivision.
- 108 10. Each lot shall be kept and maintained in a neat, properly controlled, and orderly
109 condition. No weeds, tall/uncontrolled grass, or other unsightly growth.
- 110 11. No trash, derelict or non-functional items, appliances, interior furniture, storage
111 containers (such as totes), or unlicensed or non-running vehicles on any lot (s). A
112 vehicle is defined as non-running, if
- 113 a. It will not start, or is incapable of being started and driven off
 - 114 b. Has not been driven within the previous 30 days.
 - 115 c. Has had major body parts or components missing which prevent the vehicle
116 from operating, for a period of 72 hours or more.
- 117 12. Storage structures may be placed on lots but require a permit. No storage structure or
118 container may be used for human habitation in any form.
- 119 13. Subject to Section 1 of the Limited Lot Restrictions in this Article I, one (1) recreational
120 camper or motorized camper (a "**Recreational Vehicle**") may be located or maintained
121 on any lot within the BWSPOA subdivision. Recreational Vehicle may not be occupied
122 while parked on lot.
- 123 14. All placement, replacement, or new construction of homes on any lot, must be
124 approved by the Architectural Review Committee (the "**ARC**").
- 125 15. No mobile, modular, or manufactured home greater than five (5) years in age shall be
126 moved into the subdivision. Likewise, if an owner replaces an existing mobile, modular,
127 or manufactured home, the owner must do so with a home no more than five (5) years
128 old. Proof of age of the proposed home shall be determined by the manufacture date
129 as shown on the Manufactured Home Title or applicable titling document conveying title
130 to such mobile, modular, or manufactured home. Proof of age must be provided when
131 requesting a permit related to the placement, or replacement, of the home types listed
132 above
- 133

134

135

136 **Commercial Use Restrictions**

137 No commercial activity or use shall be permitted on any lot. Commercial activity means any use
138 which results in non-residents visiting the lot for the purpose of buying, selling, or bartering any
139 goods or services for remuneration, or construction of any building whose sole use is non-
140 residential. Commercial activity shall not include (i) the occasional sale of lemonade or other
141 nonalcoholic beverages from a stand on property located in the subdivision by an individual
142 younger than 18 years of age who has the permission of a property owner in the subdivision for
143 the sale, or (ii) ordinary package pickup/delivery by third party carriers, provided such deliveries
144 do not exceed five (5) in a single day. Garage sales and/or any other one-time event not
145 exceeding three (3) days in length, may be permitted upon permission of the ARC. No
146 advertisements, signs, or other visible notices, which are intended to promote or identify an
147 ongoing business are permitted.

148 Home-based businesses may be operated, provided that no member of the public visits the
149 residence at any time, with respect to the business conducted. Any items on an owner's
150 premises for the purpose of repair, alteration, or customization must be stored out of all sight
151 from other residents, and any work performed must be out of sight, or fully screened from
152 view.

153

154 **Short-Term Rental Restrictions**

155 A short-term rental is the leasing of any property subject to these covenants and restrictions to
156 any third party for a period of not more than six (6) months.

- 157 1. Security/Gate codes providing resident access to BWSPOA private areas may not be
158 provided to short-term renters. Property owners violating this provision are subject to
159 suspension of their access to BWSPOA private areas, including clubhouse, boat ramp,
160 etc. Property owners whose access has been suspended, may have such access
161 reinstated by paying a fine, in an amount determined by resolution of the Board
162 provided that in no event shall the fine exceed one hundred dollars per offense.
- 163 2. A copy of the Rules and Regulations must be posted in clear view within the dwelling
164 being rented.
- 165 3. Renters and property owners may not exceed the driveway capacity of the property. No
166 parking on the street or in non-driveway portions of the property are permitted.

167 **Limited Lot Restrictions**

- 168 1. Each residential dwelling constructed on lots 1 through and including 5, 39 through and
169 including 48, 67, through and including 75, and 148a through and including 176c within
170 the subdivision shall contain a minimum of 1,400 sq ft of covered floor area, exclusive of

171 all porches and garages or breezeways attached to the main dwelling. No mobile home
172 in any nature or condition nor modular homes may be brought upon or maintained on
173 lots 1 and including 5, 39 through and including 48, 67 through and including 75, and
174 148a through and including 176c. All construction must be of new materials, except
175 stone, brick, inside structure material or other materials used for antique decorative
176 effect. Any building, structure or improvement commenced upon any lot shall be
177 completed, as to exterior finish and appearance, within six (6) months from the
178 commencement date.

179 **2.** Each residential dwelling constructed on lots 6 through 28, 30 through and including lot
180 38, 49 through and including 66, and 76 through and including 127c, within the subdivision
181 shall contain a minimum of 1,000 sq feet of covered floor area, exclusive of all porches
182 garages or breezeways attached to the main dwelling. Mobile homes (excluding, however,
183 wrecked mobile home or mobile homes in a dilapidated condition) and modular homes
184 may be brought upon or maintained on lots 6 through and including 28. 30 through and
185 including 38, 49 through and including 66, and 76 through and including 127c. Prior to
186 occupancy, each respective mobile home shall be properly skirted, pinned, and connected
187 to utilities. All construction must be of new materials, except stone, brick, inside
188 structural material, or other materials used for antique decorative effect. Any building
189 structure or improvement commenced upon any lot shall be completed as to exterior
190 finish and appearance, within six 6 months from the commencement date.

191 **3.** Lots 128a through and including 147d may be used for site-built homes, mobile or
192 modular homes. One (1) Storage structure may be placed on such lots but require a
193 permit.

194 **4.** All residential dwellings constructed or moved into BWSPOA, subdivision prior to
195 December 31, 2022 may be considered as an exception (grandfathered) to the above
196 restrictions and reservations on an individual basis through a vote of the ARC. Any
197 replacement of those dwellings shall be replaced with the 1,000 sq ft restriction or larger
198 depending on size of the lot's capability.
199

200 ARTICLE II

201 Easements

202 Each and every lot within the subdivision shall reserve utility easements for the access and
203 provision of electric, water, or other shared purposes as may be defined by resolution of the
204 Board:

- 205 1. A ten (10) foot wide utility easement along the entirety of front lot line beginning from
206 the line and proceeding inwards towards the property interior.
- 207 2. A five (5) foot wide utility easement along the entirety of rear lot line beginning from
208 the line and proceeding inwards towards the property interior.

209 A one (1) foot utility easement, located with its center along the lot line, shall be
210 reserved along the entirety of all side lot lines.
211

212

213

ARTICLE III

214

Voting

215 The BWSPOA shall have one class of voting membership consisting of all property owners
216 within the BWSPOA.

217 Each property owner of a lot in the BWSPOA for purposes of an association-wide election or
218 vote shall be entitled to cast a single vote per each lot owned.

219 When more than one person owns an interest in any lot the vote for such lot shall be exercised
220 as they, among themselves, shall determine, but in no event shall more than one vote be cast
221 with the respect to any individual lot. (One vote per lot owned.)

222 All official ballots for any election held by BWSPOA will be mailed along with information
223 provided by each candidate for property owners to review, or other materials deemed
224 necessary by the Board.

225 Completed ballots must be signed by the property owner and returned to the BWSPOA office,
226 which shall provide appropriate facility for that purpose, no later than 48 hours before the
227 Board meeting to announce the results.

228

229

ARTICLE IV

230

Amendments to Covenants and Restrictions

231 This Declaration and the Rules and Regulations to implement this Declaration may be amended
232 at annual meetings by an affirmative vote of at least 51% of the property owners present at any
233 such meetings.

234

235

ARTICLE V

236

Board of Directors

Duties and Powers of Board

237
238 Through the Board, the BWSPOA shall have the following powers and duties:

- 239 a. To adopt Rules and Regulations to implement this Declaration and the BWSPOA's
240 Bylaws.
- 241 b. To enforce this Declaration, the Bylaws, and its Rules and Regulations.
- 242 c. To elect officers of the Board and select members of the ARC, and other BWSPOA
243 committees.
- 244 d. To delegate its powers to committees, officers, or employees.
- 245 e. To prepare an annual financial report for the BWSPOA and deliver a report to the
246 membership at its annual meeting.
- 247 f. To establish and collect annual assessments to defray expenses attributable to the
248 BWSPOA's operation and duties to be levied against each lot.
- 249 g. To establish and collect special assessments for capital improvements or other
250 purposes.
- 251 h. To file liens against property owners because of non-payment of assessments duly
252 levied and to foreclose on those liens.
- 253 i. To receive complaints regarding violations of this Declaration, the Bylaws, or the Rules
254 and Regulations.
- 255 j. To hold hearings to determine whether to take action against owners who violate this
256 Declaration, the Bylaws, or the Rules and Regulations.
- 257 k. To give reasonable notice to all owners of all annual meetings of the membership and all
258 meetings involving enforcement of the provisions outlined in this Declaration.
- 259 l. To hold regular meetings of the Board on a monthly basis, or as needed.
- 260 m. To manage and maintain the common area.
- 261 n. To pay taxes and assessments that are or could become a lien on the common area.
- 262 o. To pay the cost of any liability insurance and casualty on the common area and any
263 liability insurance for members of the Board.
- 264 p. All BWSPOA committee decisions are subject to review by appeal to the Board.

265

266 The composition, rights, and duties of the Board may be further defined by the corporate
267 Bylaws of the BWSPOA. Where conflict exists between this Declaration and the corporate
268 Bylaws of the BWSPOA, this document shall control.

269 The Board may create by vote such ad hoc committees and workgroups as it may deem
270 necessary to promote the good operation and effect of the BWSPOA. Only the ARC is
271 permanent.

272 The Board shall create a proposed budget 14 days before the Board's annual meeting, which is
273 to be held the first Saturday in August of each year, to provide for the payment of an Annual
274 Maintenance Assessment for common area maintenance, personnel, and any other such
275 routine expenses as may be incurred each year (the "AMA").

276 Capital expenditures by the BWSPOA, shall be performed by special assessment as defined,
277 prior to assessment of any fee or duty to the membership.

278 The Board shall act to adopt and maintain appropriate Rules and Regulations to provide for the
279 maintenance, community character, and good order of all properties in the BWSPOA. These
280 rules may be enforced by appropriate fines, provided that no single fine shall be less than fifty
281 dollars (\$50.00) nor more than one hundred and fifty dollars (\$150.00).

282 The BWSPOA may assess a late fee to owners for any/all fines, fees, or assessments which
283 remain unpaid 30 calendar days after such fine, fee, or assessment is mailed to the owner's
284 mailing address of record. The Board may act to waive such fees at its' sole discretion.

285 All Rules and Regulations adopted by the Board must be approved by affirmative vote of the
286 Board, and property owners must receive at least 30 days' notice of said vote in writing, before
287 any fine or late fee may be assessed based on a newly adopted rule.

288

289

ARTICLE VI

290

Common Areas

291 Use of the park and beach area, boat ramp, fishing pier, outside restrooms and other access-
292 controlled areas within the subdivision shall be limited to the property owners in good standing
293 and their families and guests. Property owners are responsible for any and all costs directly
294 attributable to their use (or use by their guests or renters) of any BWSPOA facility. No owner
295 may share, or cause to be shared, any code, key, or other means of facility access provided by
296 the BWSPOA. **Any Property owners who are behind assessments shall relinquish their rights
297 to the use of the private common area, and their gate code shall be removed, until payment
298 of the amount in arrears.** Use of the common area is restricted to BWSPOA residents and their
299 guests.

300 All property owners who are renting or leasing their property for a term greater than six
301 months, may give permission to their renters to access the common areas by contacting the
302 BWSPOA Office and requesting a temporary code. The renter(s) shall come to the office and
303 sign for that gate code and sign off that they understand the rules regarding gate code and use
304 of the park area.

305 Property owners shall be liable for any damages caused by persons accessing the gated
306 common use property while using the property owner's private code for access, or by any
307 temporary code or token that may have been provided to renters or guests at the owner's
308 request, irrespective of any agreements made between the property owner and any third party.

309

310

311 **ARTICLE VII**

312 **Assessments**

313 **Annual Maintenance Assessment**

314 The BWSPOA shall have the power to levy the AMA and violation assessment for failure to pay
315 the AMA against the property owner of each lot in the BWSPOA subdivision. The BWSPOA shall
316 be generally responsible for, and shall be empowered to provide for, the health, safety and
317 welfare of its members, and the repair, maintenance, preservation, upkeep and protection of
318 all public parkways and common areas in the subdivision. The amount of the AMA shall be set
319 by the Board annually, at reasonable amounts, as part of the adoption of the BWSPOA's annual
320 proposed budget.

321 **Special Assessment**

322 In the event of an emergency expense or capital expense not funded by the annual budget, the
323 Board shall call a special meeting of the members for the purpose of considering and adopting a
324 special assessment of the membership to fund the proposed expense. The Board shall, at all
325 times during the consideration of the special assessment, pay due consideration to the impact
326 such unexpected expense may have on the membership, and consider measures to minimize
327 any negative impact of the special assessment, wherever possible. The special assessment shall
328 be levied equally against all lots in the subdivision.

329 The Board must provide no fewer than thirty days written notice to the membership of the
330 special assessment meeting (the "**Special Assessment Meeting**"), said meeting to be held at the
331 usual and customary location of the monthly Board meetings.

332 A thorough presentation to the membership detailing the need(s) for the special assessment
333 shall be made by the Board prior to any call to vote.

334 The special assessment shall be deemed adopted upon an affirmative vote of not less than 51%
335 of the members present at a Special Assessment Meeting.

336
337 **ARTICLE VIII**

338 **Compliance With Provisions of Declaration,**

339 **Bylaws, and Rules and Regulations**

340
341 Each property owner shall comply strictly with the provisions of these Covenants and
342 Restrictions, the Declaration, the Bylaws and the Rules and Regulations, and decisions of the
343 BWSPOA, adopted pursuant thereto and as the same may be amended from time to time.
344 Failure and refusal after written notice to comply with any of the same shall be grounds for (i)

345 imposing fines, (ii) suspending voting rights or rights to use common areas and recreational
346 facilities, or (iii) an action to recover sums due for damages or injunctive relief or both, and for
347 reimbursement of all costs and attorney's fees incurred in connection therewith and interest on
348 all such amounts at the highest lawful rate. Enforcement of these Covenants and Restrictions
349 may be by any person or persons owning a lot or by the BWSPOA (through any of its members)
350 against any person or persons violating or attempting to violate any covenant or restriction
351 herein contained. Failure of the BWSPOA, BWSPOA committee, or any property owner to
352 enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of
353 the right to do so thereafter.

354 The BWSPOA may levy a fine in an amount commensurate with the severity of the offense, as
355 determined by the BWSPOA at its sole and absolute discretion, against any property owner who
356 is determined by the BWSPOA to be in violation of any of the restrictive covenants included this
357 Declaration. The property owner shall be notified in writing of the determination of the
358 BWSPOA and the nature of the violation and shall be given thirty (30) days from date of
359 notification within which to correct such violation(s) or establish to the applicable committee's
360 satisfaction that no violation exists. If the violation is not corrected within said thirty (30) day
361 period, the fine shall be assessed against the property owner beginning with the date of
362 notification and shall accrue until such correction. The imposition of a fine may result in a lien
363 against the lot and/or suspension of rights to use the common areas and/or recreational
364 facilities.

365 If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid
366 amount of such assessment shall be considered delinquent and shall, together with interest
367 thereon at the rate per annum set by the BWSPOA, not to exceed the maximum rate allowed
368 by law, and costs of collection thereof, thereupon becoming a continuing debt secured by a
369 self-executing lien on the lot of the nonpaying owner which shall bind such lot in the hands of
370 the property owner, his heirs, executors, devisees, personal representatives and assigns. The
371 personal obligation of the then-existing owner to pay such assessment, however, shall remain
372 his personal obligation and shall not pass to his successors in title unless expressly assumed by
373 them. However, the lien for unpaid assessments shall be unaffected by the sale or assignment
374 of a lot and shall continue in full force and effect. No property owner may waive or otherwise
375 escape liability for the assessment provided herein by abandonment of his or her lot. In the
376 event of default in payment of any dues, fine, charge, levy, assessment, or interest thereon in
377 accordance with the terms hereof, the BWSPOA may elect to sell such lot pursuant to Section
378 51.002 of the Texas Property Code, or any applicable successor legislation thereto. Each
379 property owner by accepting title to a lot hereby grants to the BWSPOA, whether or not it is so
380 expressed in the deed or other instrument conveying such lot to property owner, a private
381 power of nonjudicial sale to be exercised in accordance with Texas Property Code Ann. 51.002
382 (Vernon 1984), as it may be amended. The Board may appoint, from time to time, any person
383 including an officer, agent, trustee, substitute trustee, or attorney, to exercise the BWSPOA's
384 lien rights on behalf of the BWSPOA, including the power of sale. The appointment must be in

385 writing and may be in the form of a resolution recorded in the minutes of a Board's meeting.
386 No sale, transfer, lease or disposition of any lot in the subdivision shall be consummated unless
387 and until the name, current address, current phone number and social security or tax
388 identification number of the purchaser or transferee has been provided to the BWSPOA. The
389 original owner of such lot shall remain liable for all fees and assessments hereunder until the
390 new owner's name is entered into the BWSPOA's records.

391 In the event a property owner sells, transfers, or otherwise disposes of a lot owned in the
392 subdivision, such property owner shall be responsible for paying any and all transfer fees
393 associated with such sale, transfer, or disposition of the property owner's lot. Property owners
394 shall also be responsible for paying a \$75.00 fee for a Resale Certificate form to be issued by the
395 BWSPOA associated with such sale, transfer, or other disposition of a property owner's lot
396 within the subdivision. A property owner shall be responsible for paying a \$50.00 fee should a
397 property owner require an updated Resale Certificate form issued by the BWSPOA after
398 issuance of the initial Resale Certificate form.

399

400

ARTICLE IX

401

Architectural Review Committee

402 For the specific purpose of ensuring compliance with the Declaration of Restrictions for
403 BWSPOA, (subdivision), no construction or installation of any type will be commenced within
404 the subdivision without approval of the Board acting either as a whole or by and through an
405 ARC established by the Board. A BWSPOA building permit is required prior to commencement
406 of any construction, in addition to any other permits as may be required by any other lawful
407 entity, including Hood County, Texas.

408 Property owners must apply to the ARC and follow the instructions and guidelines on the
409 BWSPOA STRUCTURE AND PERMIT FORM for any external structural or appearance changes
410 (permanent or fixed) to their property. Forms may be obtained from the clubhouse office or
411 from an ARC Member.

412 A reasonable fee (permit fee) fixed by the Board from time to time, may be charged at the time
413 of obtaining a permit. Prior to occupancy, the Board or a member of the ARC will inspect all
414 construction and/or installation on the building site to ensure compliance with the Declaration
415 of Restrictions. Upon approval by the ARC and the Board, the permit fee, less approximately
416 15% for administrative costs to be retained by BWSPOA, will be returned to the property
417 owner.

418 All approvals or disapprovals issued by the ARC shall be in writing. In the event the ARC fails to
419 approve or disapprove any request received by it in compliance with these rules within thirty
420 (30) days following the submission of completed application for permit, such request shall be
421 deemed approved, and construction of the requested improvements may commence in

422 accordance with the plans and specifications submitted for approval. Any ARC approval
423 obtained as a result of inaction shall not authorize the construction of any improvement in
424 violation of these covenants, or the Rules and Regulations, or any Local, State, or National law
425 or building codes, as may be applicable.

426 A BWSPOA building permit is required for the following purposes:

- 427 1. Moving and installing a new mobile, modular, or manufactured home.
- 428 2. Moving and installing a used mobile, modular or manufactured home or on-site
429 constructed homes. Proof of age of home shall be the manufacture date as shown on
430 the Manufactured Home title or applicable titling document conveying title to such
431 mobile, modular, or manufactured home and proof of age shall be required prior to
432 issuance of a permit. Pictures of all sides of the exterior of the home are required, as
433 well as a site plan showing the proposed location of the home on the site.
- 434 3. Architectural drawings which meet all state and local requirements and codes,
435 approved, and stamped by an architect, shall be required prior to issuance of a permit
436 for any site-built home constructed in BWSPOA.
- 437 4. Construction and/or installation of storage buildings, carports, garages, patio covers,
438 fences, and any other outdoor structure not specifically enumerated
- 439 5. Replace of any of the items above.

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441 Each building permit request shall include the following information

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- 443 a. Two (2) sets of house plans. One (1) set will be returned upon approval with a
444 permit.
- 445 b. Two (2) sets of plans. One (1) set will be returned with a permit. Plot plans should
446 be from a recent survey.
- 447 c. Specifications of materials to be used.
- 448 d. Survey of pins found and marked.
- 449 e. House plans must be of construction quality, showing plate lines and brick ledges.
450 Sketches and rough drawings WILL NOT BE ACCEPTED.
- 451 f. All construction must meet or exceed requirements set forth by the Uniform
452 Building Code. BWSPOA has adopted the International Building Code and it will be
453 strictly enforced. Violation of code will result in termination of the issued building.
- 454 g. All construction must comply with county, state and local building codes and
455 requirements.
- 456 h. All exterior construction (including fences) must be of new materials, except for
457 stone or brick.

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Maintenance Requirements

1. Subject to Section 1 of the Limited Lot Restrictions in Article I, only one (1) permissible Recreation Vehicle may be located or maintained on any lot within BWSPOA, subdivision. A Recreational Vehicle may remain parked on subdivision lots while not occupied by the property owner (or allowed renters, in accordance with this Declaration).
2. Each lot shall be kept and maintained in a neat and orderly condition. Weeds, grass and/or unsightly growth must be properly controlled.
3. No trash, appliances, interior furniture, storage containers (such as totes), or unlicensed or non-running vehicles on the lot (s).

Building Requirements

As set forth in this Declaration, NO mobile, modular, or manufactured home in a dilapidated condition may be moved into the subdivision. Likewise, if an owner replaces an existing mobile, modular or manufactured home, the owner must do so with a home which is not in a dilapidated condition. Pictures of all sides of the exterior of the home are required to ensure its condition, as well as a plot plan showing the proposed location of the home on the site to ensure that utility easement restrictions set forth in this Declaration are met.

Prior to occupancy, all mobile, modular, or manufactured homes brought into BWSPOA shall:

- a. Be under skirted with cement board (such as Hardi-panel) or other approved material.
- b. Have permanent stairs and/or decks as determined by the ARC.
- c. Be permanently set on concrete piers or concrete beams with an anchoring system imbedded in concrete tied down with an approved Vector-type or equivalent anchoring system.
- d. Be connected to all utilities Have a culvert installed at the entrance of each property to facilitate drainage, and all properties will be required to have a driveway. Culverts and driveways shall be in accordance with all Hood County requirements.
- e. Site under construction shall be maintained daily to ensure unsightly debris and trash does not accumulate. All construction sites with open trenches, holes, exposed rebar, or other potentially hazardous areas will be safety flagged with caution tape or barricaded.
- f. Fencing – shall be constructed of wood, chain link, pickets, wrought iron, split rail, stone, or brick. Fences shall not exceed six (6) feet in height and the last (8) feet of any fence shall taper to four (4) feet in height at the canal and to four (4) feet in height at the street.

Prior to the occupancy, a member of the ARC shall inspect all construction and/or installation on the building site and, upon approval issue a BWSPOA Building Permit.

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ARTICLE X

VARIANCES and APPEALS

Property owners may appeal any denial or enforcement action made by the BSWPOA to the Board in writing, who shall hear each party fully, and render a decision on the matter. The Board shall hear the appeal and render a decision within 30 days of the receipt of the appeal request. The decision made by the Board is final in all such matters.

Property owners may request a variance of any building requirement. Property owner must submit the request for variance in writing to the ARC. The ARC shall fully consider the request and render a decision within 15 days of submission of said request. A denial may be appealed to the Board, as detailed elsewhere herein.

ARTICLE XI

Severability

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

ARTICLE XII

Covenants and Relief

The covenants, conditions, and restrictions herein shall constitute covenants running with the land and shall be binding. All enforcement rights and remedies of the BWSPPOA 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. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at or in equity, initiated by a person or persons owning any residential lot in the subdivision, or the BWSPPOA, 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.

[Remainder of this page intentionally left blank; signature page follows]

This amended Declaration is executed on 19 day of June 2023.

By: Betty Price Betty Price
President BWSPOA

Attest: Tom Merrithew Tom Merrithew
Vice President, BWSPOA

Secretary, BWSPOA
Thomas Terry Thomas Terry

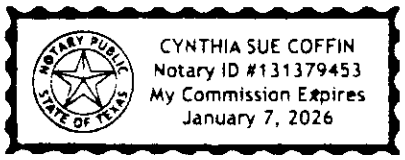
Treasurer, BWSPOA
Nancy Burchfield Nancy Burchfield

Director, BWSpoa
Randy Fall Randy Fall

Director, BWSpoa
Key Snapka Short Key Snapka Short

Director, BWSpoa
Michael T. Kirby Michael T. Kirby

Cynthia Sue Coffin



This instrument was acknowledged before me on June 19, 2023 by the named board members of Blue Water Shores acknowledge, a Property Owners' Association, on behalf of said corporation.

Betty Price, Tom Merrithew, Tom Perry, Nancy Burekfield

Mike Kirby, Kay Short, Randy Fall

Known to me to be the person whose names are subscribed to the foregoing instruments and acknowledge to me that they executed the same for the purpose and consideration therein expressed.

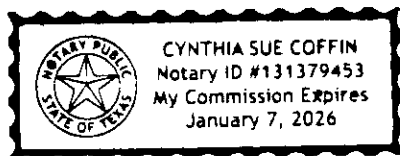
Given under my hand and seal of office on this 19 day of June A.D. 2023

THE STATE OF TEXAS
HOOD COUNTY TEXAS

Cynthia Sue Coffin

Notary Public in and for Hood

My commission expires Jan. 7, 2023



Ret: Blue Water Shores Property Owners' Association
6501 Blue Water Ct. Granbury, TX 76049

