AMD VOL 233 PAGE 547

AMENDMENT TO SUBDIVISION RESTRICTIONS

Lots 112 thru 120, Block 1, and Lots 37 and 38, Block 7, Section A, Arrowhead Shores Subdivision

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

That Arrow Resort Company, a Texas corporation, being the owner of Lots 111 thru 120, Block 1, and Lots 37 and 38, Block 7, Section A, Arrowhead Shores Subdivision, as shown by the plat(s) thereof duly recorded in Volume 2, Page 57, Plat Records, Hood County, Texas (which lots are collectively hereinafter called "Tract X"), and also being the owner of Lots 112 thru 120, Block 1, and Lots 37 and 38, Block 7, Section A, Arrowhead Shores Subdivision, as shown by the plat thereof duly recorded in Volume 3, Page 5, Plat Records, Hood County, Texas (which lots are collectively hereinafter called "Tract Y"), does hereby amend those certain restrictions recorded in Volume 221, Page 301, Deed Records, Hood County, Texas, by deleting Tract X from the coverage of said restrictions, said restrictions hereby being made not applicable to nor impressed upon the lots in Tract X, and by including and hereby substituting Tract Y in the coverage of said restrictions, said restrictions hereby being made applicable to and impressed upon the lots in Tract Y.

EXECUTED this 15th day of January, 1975.

ARROW RESORT COMPANY

ATTEST: R L Brown
Secretary

By Clarence J. Spangler
Vice President

THE STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Clarence J. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Vice President of Arrow Resort Company, who acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of Arrow Resort Company, a corporation organized and existing under the laws of the State of Texas.

Given under my hand and seal of office this 15th day of January, 1975.

Notary Public, Dallas County, Texas

FILED FOR RECORD THE 20 DAY OF Jan. 1975 AT 10:30 A.M.

RECORDED THE 27 DAY OF Jan. 1975 AT 2:05 P.M.

BY: DEPUTY

DORIS DYER, COUNTY CLERK
HOOD COUNTY, TEXAS

228

RST

VOL 233 PAGE 540

SUBDIVISION RESTRICTIONS

Lots 129 thru 190, Block 1, Lots 35 thru 131, Block 5, Section A;
Lots 1 thru 77, Block 1, Lots 1 thru 92, 95 thru 169, 1A, Block 2,
Lots 1 thru 49, Block 3, Lots 1 thru 50, Block 4, Section B;
Arrowhead Shores Subdivision

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

That Arrow Resort Company, a Texas corporation, the owner of the lots hereinabove described, as shown by the plats thereof duly recorded in Volume 3, Page 2, 3, 4, Plat Records, Hood County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Arrowhead Shores Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. Subject to the provisions of numbered paragraphs 9 and 10 hereof, all lots are designated as residential and no building shall be erected or maintained on any lot other than a private residence, a private boathouse and a private garage for the sole use of the owner or occupant.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot, (ii) all construction

must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure. All buildings other than boathouses shall be completely underskirted, with no piers or pilings exposed to view, except as approved in writing by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot without the written approval of the Architectural Control Committee, and each residence, subject to paragraphs 9 and 10 hereof, shall have a minimum floor area as shown below, exclusive of porches, stoops, open or closed carports, patios or garages:

800 square feet on Lots 130 thru 144, Block 1, Section A, and Lots 15 thru 50, Block 4, Section B;

750 square feet on all other lots.

5. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the side and front lot lines (except to no less than 5 feet of the front lot line of Lots 130 thru 154, Block 1, Section A, and Lots 18 thru 28, 62 thru 80, 84 thru 90, 104 thru 110, 115, 116, 118 thru 157, Block 2, Lots 47 thru 49, Block 3, and Lots 1 thru 50, Block 4, Section B) and only to not less than 5 feet of the rear lot lines (except fences are permitted to extend to the rear lot line where the rear lot line coincides with the Brazos River Authority boundary line for Lake Granbury), but without impairment of the easements reserved and granted in these restrictions.

7. No building shall be located nearer to the side street line than 10 feet or nearer to the side lot line or rear lot line than 5 feet, except that where the rear lot line coincides with the Brazos River Authority boundary line for Lake Granbury, no minimum setback is imposed on the rear lot line. "Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or

under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building shall be located nearer to the front lot line than 10 feet.

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot.

9. Subject to the remaining provisions of this paragraph, no outbuilding or garage, other than a boathouse, shall be erected on any lot before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Camping on all lots shall be limited to use of campers, camping trailers, tents or other camping shelter, which shall be of good appearance and in good repair, and no such camping shelter shall be on any lot for more than 14 days of any 30-day period. As thus restricted, camping will be permitted only until September 30, 1978. Mobile homes and structures or buildings adjacent or supplemental thereto may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements: (a) that the mobile home be of late model; 600 square feet in size minimum on Lots 130 thru 144, Block 1, Section A, and Lots 15 thru 50, Block 4, Section B; 500 square feet in size minimum on all other lots hereunder; in good repair and of attractive design and appearance; and underskirted (and securely anchored in accordance with the minimum requirements of the State of Texas); (b) that any mobile home not built by a commercial manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an approved septic tank must be installed prior to occupancy. Otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper or travel type trailer of not more than 25 feet in length, but such trailer shall be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence nor mobile home may be constructed and/or placed on any one lot.

10. Easements are reserved along and within 5 feet of the rear lines of all lots hereunder except 0 feet on lots whose rear lines coincide with the Brazos River Authority boundary line, including channel lots. Easements are reserved along and within 5 feet of the front lines and the side lines of all lots hereunder. Said easements are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time

may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder.

Drainage easements are reserved within the areas so designated on the plat(s) of Arrowhead Shores Subdivision recorded in the office of the County Clerk of Hood County, Texas. Lots affected by one or more of such drainage easements are:. Lots 134 and 135 of Block 1, Section A; Lots 58 thru 80, 85 thru 87, 89, 90, 95 thru 110, 115 thru 117, 126 of Block 2, Lots 18 thru 24, 39 thru 42 of Block 3, Lots 1 thru 14, 21, 22, 34, 35, 50 of Block 4, Section B. A Lone Star Gas Co. easement, shown on said plat(s), affects Lot 39 of Block 1, Lots 90 thru 92, 95 thru 101, 126 thru 129, 132 thru 135, 153 thru 159 of Block 2, Section B. A Texas Highway Department easement (for drainage channels) shown on said plat(s), affects Lots 142 thru 144 of Block 1, Section A.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 9 and 13 hereof shall not apply thereto.

SANITATION EASEMENTS AND RESTRICTIONS. Those areas designated as being subject to sanitation easements on the plat(s) of Arrowhead Shores Subdivision recorded in the office of the County Clerk, Hood County, Texas, including Lots 30 thru 34 and 92, Block 2, Section B and portions of Lots 1A, 2 thru 5, 29, 35, 90, 91, 95, 149, Block 2, Lots 15 thru 17, Block 3, Section B, are subject to the following restrictions:

> The construction, fabrication, installation, or placement of a human or household waste disposal facility, animal or poultry shelter and/or any other source of possible pollution on any part of the area described by said sanitation easement is prohibited so long as the water well located at the center of the easement area is used for a public water supply. Pollution means such contamination of other alteration of the physical, chemical or biological properties of water as to render such water harmful, detrimental or injurious to public health, safety or welfare, or to legitimate beneficial use.

11. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the County of Hood, the State of Texas and the Texas Water Quality Board.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) $2.00 per month as to lots owned by a person owning only one lot in Arrowhead Shores Subdivision, (ii) $3.00 per month as to the total of lots owned by a person owning two lots in Arrowhead Shores Subdivision, (iii) $5.00 per month as to the total of lots owned by a person owning three lots in Arrowhead Shores Subdivision, and (iv) $7.00 per month as to the total of lots owned by a person owning four or more lots in Arrowhead Shores Subdivision; the words "owned" and "owning", as used in this sentence, shall include also a purchaser of a lot in Arrowhead Shores Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks and other improvements in Arrowhead Shores Subdivision, and for the purchase and rental of land and other property and facilities for use by Arrowhead Shores Owners Association, and for security guards at Arrowhead Shores Subdivision, and for any other uses approved by the Board of Directors of Arrowhead Shores Owners Association, it being understood that said swimming pools, parks and recreational areas are for the sole use and benefit of members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Arrowhead Shores Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on November 30 of each year commencing in 1974, at which date in the year 1974 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until November 30 of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing on the last Sunday in April, 1979, the undersigned shall not be eligible for membership in said Arrowhead Shores Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against the unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled.

13. 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. No lot or portion of any lot shall be used as a dumping ground for rubbish or

trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, any boxes, rubbish, trash, inoperative cars, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors or assigns.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Arrowhead Shores Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restruction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, Arrow Resort Company shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

16. On waterfront lots where the rear lot line coincides with the Brazos River Authority boundary line of Lake Granbury, any construction of boat docks, piers or other structures below elevation 693 feet mean sea level shall not be commenced until written permission has been received from the Brazos River Authority, Waco, Texas.

Invalidation of any one or more of these covenants and restrictions by judgment or court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 15th day of January, 1975.

ARROW RESORT COMPANY

By _____
Vice President

ATTEST:

_____
Secretary

VOL. PAGE
233 546

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clarence J. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Vice President of Arrow Resort Company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of Arrow Resort Company, a corporation organized and existing under the laws of the State of Texas.

GIVEN under my hand and seal of office this 15th day of January,

Barbara Kilpatrick
Notary Public, Dallas County, Texas

FILED FOR RECORD
AT ... M.
JAN 20 1975
County Clerk, Hood County, Texas

FILED FOR RECORD THE 20 DAY OF Jan. 1975 AT 10:00 A.M.
RECORDED THE 22 DAY OF Jan. 1975 AT 2:05 P.M.
BY: Betty Reynolds DEPUTY
DORIS DYER, COUNTY CLERK
HOOD COUNTY, TEXAS