

RESTRICTIONS AND COVENANTS

TRACT A and
LOT 1 through LOT 262
SECTION I and SECTION II
PORT RIDGLEA EAST, FIRST FILING,
An addition out of the George W.
Lang Survey in Hood County, Texas.

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

THE LAKESIDE COMPANY, a Partnership comprised of IRWIN KRAUSS and S. G. PAYTE, as General Partners, hereinafter called "Dedicator", being the owner of a tract of land in Hood County, Texas, containing approximately 89.573 acres of land, as such land is more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof as if copied in full at this point, does hereby adopt the attached map and plan (hereinafter referred to as "recorded plats") for subdividing said land, to be hereinafter known as Tract A and Lots 1-262, inclusive, of PORT RIDGLEA EAST, FIRST FILING, an Addition out of the George W. Long Survey, Abstract 328, in Hood County, Texas, which recorded plat is hereby incorporated by reference as if copied in full herein; and, for the purpose of providing uniformity and stabilization in the development of the lots and lands in the Port Ridglea East Addition as shown on recorded plats, and for the purpose of providing and carrying out a general plan and scheme of development for the benefit, protection, use, and convenience of all persons owning, using, and enjoying such lands, Dedicator does hereby promulgate and adopt the following protective restrictions and covenants applying to all lots shown on "recorded plats" EXCEPT those specifically excluded. Said protective restrictions and covenants shall be covenants running with the land and shall fully bind all persons acquiring interests in said lands and their heirs, successors, and assigns, and whether such persons acquire property in said subdivision by decent, devise, purchase, or otherwise.

1.

Tract A and Lots 1, 202, 245, and 226, as shown on said recorded plats, are specifically excluded from the restrictions and covenants herein contained; and Dedicator reserves the right to impose restrictions and covenants thereon at a later date.

2.

An Architectural Control Committee is hereby created, composed of S. G. PAYTE, LEWIS E. MARCHBANKS, JR., MARSHALL W. AMIS, JR., and IRWIN KRAUSS, (and the individual successor which each may appoint), 5280 Trail Lake Drive, Fort Worth, Texas 76133; and no mobile home, modular home, or any other structure, permanent, mobile, or transitory (improvements) shall be placed, erected, or altered on any lot unless the plans and specifications (or a full and complete written description of any mobile home or structure) have been approved by the Architectural Control Committee, which shall consider such matters as workmanship, materials, cost, harmony with existing or

proposed other improvements, and location with reference to topography and grade elevation. Any member of the Committee may be designated to act for the Committee. Vacancy on the Committee may be filled by appointment by the Dedicator, if necessary. Committee members shall serve without compensation. After July 1, 1977, the then record owners of legal title to a majority of lots within the addition may change the composition, power, and duties of the Committee by a signed instrument in writing. The Committee's disapproval of submitted improvements shall be in writing; if the Committee fails to disapprove submitted improvements within thirty (30) days after submission, the improvements shall be deemed approved. All new mobile homes manufactured by major suppliers shall be approved in the absence of extraordinary factors.

3.

There shall be created the PORT RIDGLEA LOT OWNERS CORPORATION, hereinafter referred to as PRLOC, which shall be a non-profit corporation organized to exist under the Texas Non-Profit Corporation Act, which shall be chartered for the following purposes, among others:

- (a) To acquire, own, develop, improve, and maintain land subject to the laws of the State of Texas, for the benefit of all lot owners on a common basis;
- (b) To charge, assess, and collect reasonable monthly dues from land owners within the Addition to finance the activities of the PRLOC.

In particular, PRLOC shall hereafter designate and acquire certain of the above lots for common use.

Additional land shall be acquired for a swimming pool and club house, which land shall be donated by the Dedicator. Monthly dues shall be fixed originally at \$2.00 per month per lot but may be reasonably increased. PRLOC shall have no owners nor capital stock but shall have two classes of members: Directing Members, consisting of three individuals appointed by the Dedicator for a three-year term, and Participating Members, consisting of all dues-paying lot owners. One (1) year from the date that its Charter is granted, Directing Members shall cease to exist; all members shall be Participating Members, who shall expand membership as they see fit. Until July 1, 1977, the Dedicator reserves the right to expand membership of PRLOC as it sees fit and to include land and lot owners from nearby additions.

4.

In order to provide utility services and other services, the Dedicator reserves a perpetual 10-foot wide right-of-way and easement on each side of all streets and a 5-foot wide right-of-way and easement on each side of all interior property lines in, on, and under the lots shown on the attached map and plan (recorded plats) for the purpose of laying, constructing, erecting, maintaining, replacing, operating, re-locating, and repairing utilities, together with and including, but without limiting the same to, the free right of ingress and egress over and across such lots to and from such rights-of-way and easements, together with the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of any electric lines or systems and/or other overhead utility, and to cut down from time to time all dead, weak, leaning, or

dangerous trees that are tall enough to strike said electrical wires or other overhead utilities, facilities, or appurtenances if such trees should fall; and no building or structure shall be erected over any part of said lots where such right-of-way and easement is herein reserved; and as to the various utilities which may use said right-of-way and easement, this right-of-way and easement shall be non-exclusive, but it is specifically understood that, as to any new and/or different services other than water, gas, sewer, and/or electrical utilities, (such as but not limited to video, music, entertainment and/or educational signals and/or transmissions, installations or facilities), which will require the usage of such right-of-way and easements, including rights-of-way and easements in and under the streets, the Dedicator reserves the right to specify the price, terms, and conditions under which such right-of-way and easements may be used, and reserves to itself the right to collect any fees or other charges for consideration in connection therewith.

5.

All septic tanks and/or any other type of disposal facilities shall be of sufficient size and efficiency; and such septic tanks and the materials installed in, and the means and methods of assembly of all sanitary plumbing and facilities shall conform to and satisfy each and every requirement of the Texas Water Quality Control Board pertaining thereto, as well as the requirements of the Health Department of Hood County, the Brazos River Authority, and the State of Texas, and must have the approval of the Architectural Control Committee. No outside toilet or privy shall be erected or maintained on any of said lots.

6.

The following specific restrictions shall be applicable to the size of any mobile homes or buildings:

- (a) In Lots 2 through 201, not less than 400 square feet;
- (b) In Lots 246 through 262, inclusive, and Lots 203 through 226, inclusive, no size restrictions.

7.

The Dedicator reserves unto itself alone the right to subdivide and/or re-subdivide lots within the Addition, which it may do in its sole discretion. All lot owners covenant and agree to investigate and abide such restrictions as to building lines, lot lines, and side setback lines as are hereby promulgated, as follows:

- (a) No improvement shall be located nearer to the front lot line than is provided by the building line on recorded plats.
- (b) In any event, no improvements shall be located closer than five (5) feet from any such property line.

8.

Except as to those lot or lots on which the club house and/or swimming pool is located, or as may be appurtenant thereto, no spiritous, venous, or malt liquors, beers, or other intoxicants shall be sold or permitted to be sold upon any of such lots; and no portion of any building on any lot shall be used as a night club or for any character of gambling. No such lot shall be used by occupant in any manner as to create an annoyance or nuisance to the neighborhood. No other portion thereof 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 from any boxes, rubbish, trash, junk, cars, or other debris, and no vehicles shall be overhauled or major repairs performed thereon on any of said lots. Fires must be contained, enclosed, and carefully supervised. No sign of any kind shall be displayed to the public view without prior approval of the Architectural Control Committee. Dedicator shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure, automobile, or other items at the expense of the offending party.

9.

Except as to those lot or lots on which are located the club house and/or swimming pool, or areas used in connection therewith, no commercial usage shall be allowed for any lot except those upon which the Dedicator may maintain such sales offices and/or other facilities as it, at Dedicator's discretion, deems expedient or necessary.

10.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept; PROVIDED that they are not kept, bred, or maintained for any commercial purpose.

11.

No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 12-1/2 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

12.

Each lot owner will maintain his premises in an orderly manner, not allowing grass, weeds, or other herbage to exceed a height of ten (10) inches. If this covenant is breached, the Dedicator may, but is not obligated to, mow the subject lot and shall have a lien against such lot for such charges incurred by Dedicator. Each lot owner specifically grants Dedicator such lien for mowing expenses, as well as a lien for any amounts not paid by such owner on accrued PRLOC dues; and each of such liens shall be deemed to include a power of sale.

13.

No structure, permanent or temporary, may use sheet metal or tar paper or siding materials, except as provided by the Architectural Control Committee. Each and every mobile home is required to be blocked, leveled, connected, and skirted within thirty (30) days of the day it is placed on the site. There shall be no more than one living unit placed on each lot.

14.

Invalidation of any one or more of these restrictions and/or covenants by Judgment of any Court shall in no wise affect any of the other restrictions, covenants, and provisions herein contained, which shall remain in full force and effect.

15.

On waterfront lots, any construction of boat docks, piers, or other structures below elevation 693 feet shall not be commenced until written permission has been received from the Brazos River Authority, Waco, Texas. No docks and/or piers, or other waterfront structure, shall be erected or installed if the same shall be deemed by the Architectural Control Committee to impede marine traffic in any manner.

16.

These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date of such restrictions, covenants, and conditions and filed in the Deed Records of Hood County, Texas, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the lot owners of lots covered hereby has been recorded, agreeing to a change in said restrictions, covenants, and conditions, in whole or in part.

17.

Any covenant, condition, or restriction expressed herein may be enforced against actual breach or threatened future breach by the Dedicator or any lot owner in all manners provided by law and equity within the State of Texas, specifically but not exclusively including suit for temporary restraining order, temporary and permanent injunction, and action for damages. All remedies shall be cumulative. Failure to enforce any breach, with or without notice, shall not constitute a waiver of that breach, whether or not continuing, or any other breach.

This instrument binds the Dedicator, its heirs, successors, and assigns, and provides continuing covenants running with the land.

SIGNED this 7th day of February, 1972.

THE LAKESIDE COMPANY,
a Partnership

By S. G. Payte
S. G. Payte, General Partner

By Irwin Krauss
Irwin Krauss, General Partner

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. G. PAYTE and IRWIN KRAUSS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of February, 1972.

Nellen B. Harmon
Notary Public in and for Tarrant
County, Texas

RESTRICTIONS AND COVENANTS

LOTS 227 through 244
PORT RIDGLEA EAST, FIRST FILING,
an Addition out of the George W.
Long Survey in Hood County, Texas

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

REFERENCE IS MADE to certain Restrictions and Covenants covering Tract A and Lot 1 through Lot 262 of PORT RIDGLEA EAST, FIRST FILING, ADDITION, heretofore filed by THE LAKESIDE COMPANY, a partnership comprised of IRWIN KRAUSS and S. G. PAYTE, as Dedicator, said Restrictions and Covenants being recorded in Volume 177, page 484, of the Plat Records of Hood County, Texas; and

WHEREAS, Paragraph 6 therein placed certain size restrictions on the mobile homes that could be placed upon various lots in said subdivision; and

WHEREAS, the undersigned is the owner of Lots 227 through 244, inclusive, of said subdivision; and no third party has an interest therein;

NOW, THEREFORE, THE LAKESIDE COMPANY, as Dedicator, does hereby adopt, promulgate, and provide that there shall be no restrictions on the size of mobile homes to be placed upon Lots 227 through 244, inclusive of said subdivision.

No other covenants, restrictions, or terms of the above-referred to Restrictions and Covenants are here changed or

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT
5712 S. DICKINSON DRIVE
CHICAGO, ILLINOIS 60637

TO: [Name] [Address] [City] [State] [Zip]

RE: [Subject]

[Text]

[Text]

[Text]

[Text]

amended; this instrument being for the purpose of placing the above specified restrictions upon the specific lots mentioned only.

SIGNED this 5th day of May, 1972.

THE LAKESIDE COMPANY, a
Partnership

By *Irwin Krauss*
Irwin Krauss, General Partner

By *S. G. Payte*
S. G. Payte, General Partner

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared IRWIN KRAUSS and S. G. PAYTE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of May, 1972.

Maria M. Morton
Notary Public in and for Tarrant
County, Texas

FILED FOR RECORD
AT 8:00 A.M.

Clerk County Court, Hood County, Texas

The Leland Co
P.O. Box 16430
St. Worth, N.C.

FILE
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REC'D MAY 24 1972
BKPR
SEP
LK
AUDI
FWD

STATE OF TEXAS
COUNTY OF HOOD

I, BRUCE PERCE, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated the 5 day of May, A. D. 1972, with its certificate of Authentication, was filed for record in my office on the 22 day of May, A. D. 1972, at 8:20 o'clock P.M., and duly recorded this 23 day of May, A. D. 1972, at 1:20 o'clock P.M., in the Records of said County, in Volume 163, Page 28.

Witness my hand and the seal of the County Court of said County, at office in Granbury, Texas, this day and year last above written.

Lance Laine CLERK
COUNTY COURT, HOOD COUNTY, TEXAS

By D. W. Syer DEPUTY

**SUPPLEMENTAL DEDICATION AND
SUPPLEMENT TO RESTRICTIONS
AND COVENANTS**

**TRACT A and LOT 1 through LOT 262
PORT RIDGLEA EAST, FIRST FILING,
an Addition out of the George W.
Long Survey in Hood County, Texas**

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

REFERENCE IS MADE to a Plat of the above Subdivision, showing lots and blocks, as well as streets, filed in Volume 1, page 104, of the Plat Records of Hood County, Texas, which Plat is further referred to in certain Restrictions and Covenants recorded in Volume 177, page 484, of the Deed Records of Hood County, Texas, covering the above-described property, and further referred to and described in certain Restrictions and Covenants recorded in Volume 183, page 98, of the Deed Records of Hood County, Texas, which cover parts of the above-described property; and

WHEREAS, reference is here made to such Plat, Restrictions, and Covenants, which show, among other things, the various streets located thereon; and

WHEREAS, the undersigned, being the Dedicators of said Plat, and for the purpose of clarifying such Dedication and formally specifying the dedication of the public streets therein, if necessary, DO HEREBY and BY THESE PRESENTS CLARIFY such previous dedications and DEDICATE TO THE PUBLIC, subject to the reservations of easements and other rights set forth in the above referred to Dedications, Restrictions, and Covenants, the streets shown on the Plat recorded in Vol. 1, page 104, of the Plat Records of Hood County, Texas, covering the above-described property, the above referred to Dedications, Restrictions and Covenants

being unchanged or unclarified in any other particular, except as to the formal dedication herein contained; and all of the terms, conditions, provisions, restrictions, covenants, and reservations therein contained remain unaffected hereby.

SIGNED this 7th day of February, 1974.

THE LAKESIDE COMPANY, a
Partnership

By [Signature]
Irwin Krauss, General Partner

By [Signature]
S. G. Payte, General Partner

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared IRWIN KRAUSS and S. G. PAYTE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of February, 1974.

[Signature]
Notary Public in and for Tarrant
County, Texas

AMENDMENT TO RESTRICTIONS AND COVENANTS

Tract A and Lots 1 through 262
05898

PORT RIDGLEA EAST, FIRST FILING
an Addition out of the George W.
Long Survey in Hood County, Texas

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

REFERENCE IS MADE to certain Restrictions and Covenants covering Tract A and Lot 1 through Lot 262 of PORT RIDGLEA EAST, FIRST FILING, ADDITION, heretofore filed by THE LAKESIDE COMPANY ("Partnership"), a Texas general partnership comprised of IRWIN KRAUSS and S. G. PAYTE, as Dedicator, said Restrictions and Covenants being recorded in Volume 177, Page 484, of the Plat Records of Hood County, Texas, as amended and supplemented by instruments dated May 5, 1972 and February 7, 1974 (collectively the "Restrictions");

WHEREAS, S. G. Payte ("Payte") is the successor to the Partnership as Dedicator under the Restrictions; and

WHEREAS, the Restrictions expressly did not affect, among other lots, Lot 1 and Lot 226; however, Payte now desires to cause the Restrictions to affect such Lots.

NOW, THEREFORE, Payte, as Dedicator, does hereby adopt, promulgate, and provide that the Restrictions are hereby amended to apply to cover and effect Lot 1 and Lot 226 to the same extent as if such Lots had originally been covered by the Restrictions.

No other covenants, restrictions, or terms of the above referred to Restrictions are here changed or amended; this instrument being for the purpose of placing the Restrictions upon the specific Lots mentioned only.

Except as amended hereby, the Restrictions are hereby ratified and affirmed as valid and subsisting.

DATED this 10 day of June, 1988.


S. G. PAYTE

STATE OF TEXAS
COUNTY OF TARRANT

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§
§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. G. PAYTE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of June, 1988.



Marilyn Austin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name of Notary:

MARILYN AUSTIN

The undersigned persons, being the owners of Lot 1 and Lot 226, respectively, are executing this Amendment to evidence their agreement to the matters stated above.

OWNER OF LOT 226:

BILLY B. CHAPMAN

OLETA CHAPMAN

OWNER OF LOT 1:

Roy K. Russell
ROY K. RUSSELL

Eva Joyce Russell
EVA JOYCE RUSSELL

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BILLY B. CHAPMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of June, 1988.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary:

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OLETA CHAPMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of June, 1988.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary:

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROY K. RUSSELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

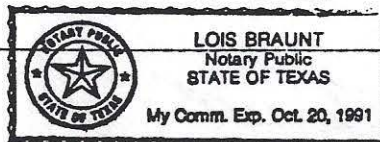
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of June, 1988.

Lois Braunt
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary:

10-30-91



STATE OF TEXAS
COUNTY OF TARRANT

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§

VOL 1220 PAGE 265

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EVA JOYCE RUSSELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

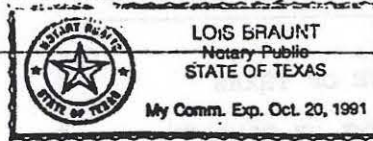
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of June, 1988.

Lois Braunt
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

10-20-91

Printed Name of Notary:



JSG/cmc#D-171
AMEND. 1

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.

FILED FOR RECORD
AT 9:10 A.M.

STATE OF TEXAS
COUNTY OF HOOD

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

JUN 20 1988

Anjanette Ables
Clerk County Court, Hood County, TX.

Eva Joyce Russell
#1 Basswood Ct. PRE
Granbury Tx 76049