

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOOD

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

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, as an orderly development with areas in these or other lands hereafter platted by Dedicator for single family residences, area for condominiums, areas for apartments, areas for commercial development, areas for mobile home park, areas for marinas, and areas for recreational and other uses, with their allied facilities;

NOW, THEREFORE, Dedicator does hereby adopt the attached map and plat, Exhibit "B", as its plan for subdividing said land, to be hereafter known as **Lots 1 to 14 inclusive, Block 2 and Lots 1 to 73 inclusive, Block 3 in SKY HARBOUR, Section 2 an Addition to HOOD COUNTY, TEXAS.**

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

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

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

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

1. USE OF LAND:

- A. Only one single family residence and incidental outbuildings shall be constructed or permitted to remain on any lot. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, camping trailers, or unsightly vehicles shall be stored, or kept for the purpose of repair, on any lots or drives, except in enclosed garages, or storage facilities protected from the view of the public or other residents of the above described land.
- B. No lot and no residence or outbuilding located thereon shall ever be used for other than a single family residence or purposes incidental thereto, except that the undersigned may use any residence as a temporary office and for such length of time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the undersigned.
- C. No garage, boathouse, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.
- D. Each lot shall be kept free of trash, garbage, rubbish, and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fires must be enclosed safely.

In the event this covenant is breached to the extent that an eyesore or fire hazard is the result, the Association may at its discretion, perform the work necessary to cure the objection, and levy such costs against the lot owner.

- E. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 sight lines.
- F. The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except signs not exceeding five (5) square feet in size advertising property for sale or rental.
- G. No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.
- H. No oil drilling, development, or refining, or quarrying or mining operations of any kind shall be permitted upon any lot.
- I. 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.
- J. No noxious or offensive activity shall be carried on any lot, nor shall any nuisance be created thereon.
- K. No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof.
- L. No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the undersigned prior to erection.
- M. No improvements shall be so constructed on any lot so as to interfere with the easement of record of the Brazos River Authority to flood, overflow, or inundate portions of said lots, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval by the Brazos River Authority.
- N. All applicable rules and regulations of the Brazos River Authority, their successors and agents, shall be strictly complied with. No structure except boathouses, docks or piers shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property, nor shall any construction or fill in channels impede boat traffic. All construction of docks, boathouses, and piers shall be subject to approval of the Association, and none shall extend more than 10 feet in channels less than 66 feet in width nor more than 15% of the width of wider channels.
- O. No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake or its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities shall be completely installed and functioning before a building is occupied. When and if a sewage treatment plant and collection system for the

service of the premises is provided it shall be used as the sole means of sewage disposal for such premises.

- P. The use or discharge of firearms is expressly prohibited within said addition.
- Q. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

2. CONSTRUCTION OF RESIDENCE, GARAGES AND OUTBUILDINGS:

A. Residences:

- 1. Every residence erected on any lot or plot shall front on the street on which it is located unless the undersigned approves in writing a different frontage.
- 2. Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.

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

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

3. APPROVAL OF PLANS:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Dedicator as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. If Dedicator, or its designated representative, fails to approve or disapprove within thirty days after plans, specifications and photograph have been submitted to it, approval shall be deemed to have been given. A copy of all such plans, specification, photographs and other written information required by the Dedicator shall be left with it after the same have been approved.

4. REQUIRED SIZE OF RESIDENCE:

- A. No residence having a floor area of less than 1200 square feet shall be erected on Lots 1 thru 6 inclusive, Lots 35 thru 39 inclusive and Lots 61 thru 64 inclusive of Block 3.
- B. No residence having a floor area of less than 1000 square feet shall be erected on Lots 7 thru 10 inclusive and Lots 65 thru 70 inclusive of Block 3.
- C. No residence having a floor area of less than 700 square feet shall be erected on the remaining lots in Block 3, or any lot in Block 2.
- D. In the event that a dwelling is erected which is a one and one-half or two-story structure, the lower or the ground floor shall have a minimum area equal to two-thirds of the required floor area set out above.
- E. By "floor area" as that term is used above, is meant the floor area of the residence only. "Residence" as that term is used in this section 5, does not include the floor area of outbuilding, boathouses, servants quarters, garages and similar buildings attached to the main dwelling; nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

5. BUILDING LINES:

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

- B. Connected or unconnected but not enclosed porches, balconies, porte-cocheres, terraces, cornices, bay windows, spoutings, chimneys and other customary architectural appurtenances may be extended beyond the building lines a distance of not to exceed five feet.
- C. Dedicator reserves the right to change in writing any building lines shown on the attached map or the setback from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed by more than five feet without the consent of the adjoining property owners.

6. EASEMENT RESERVED:

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

7. GENERAL:

- A. Dedicator reserves the right from time to time as it may see fit by amended dedication or otherwise, to redivide and replat any property shown on the attached map not theretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedications or map of said property; to change the minimum "floor plan" for residences, as provided in Section 5; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or availed of by the public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change (1) shall operate to deprive any then owner of any of such property of reasonable access to his property or (2) shall result in reducing the frontage or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (3) shall permit a minimum "floor area" of any residence as provided in Section 5 of less than 700 square feet.
- B. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of Dedicator shall be final and binding on all interested persons.
- C. The Dedicator may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan above outlined.
- D. The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Dedicator conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.
- E. All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

8. SKY HARBOUR HOMEOWNER'S ASSOCIATION, INC.

- A. Each purchaser of a lot or lots in this or future dedications by Dedicator, its successors and assigns, shall become a member of the Association, a non-profit corporation to be organized for the purpose of maintaining parks, ways, lanes, roads channels, marine facilities, security protection, and other services for the common benefit of its members. All owners of a lot or lots shall be required to be members of the Association and to pay when due, such dues, fees, and charges as The Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which The Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of The Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of The Association.
- B. This requirement may be waived by Dedicator in the case of lending institutions that may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of refusal to pay such dues, fees and charges of The Association or in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Dedicator, its successors or assigns, shall have an absolute right and option to purchase said lot from the violating owner or any such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms of any good faith offer to purchase acceptable to such owner or transferee.
- C. By the acceptance and retention of title to any lot in the Sky Harbour Addition, each Grantee, his heirs and assigns, does hereby covenant and agree that The Association, its successors and assigns, shall have a lien upon the subject lot or lots, second only to liens for taxes and any duly-recorder mortgage, to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs or assigns, may enter into with The Association.
- D. Each owner of a lot in said Addition, his heirs and assigns, shall be assessed the sum of \$3.00 per month for the maintenance and operations of The Associations services and facilities until Dedicator has transferred the voting rights in the stock to the membership at large; thereafter, such assessment shall be determined by The Association in accordance with its by-laws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by The Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

9. RIGHT TO ENFORCE:

- A. The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Dedicator, its successors and assigns, and each and every purchaser of, and person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof); and the Dedicator, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance, of, the restrictions

and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the Dedicator to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

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

10. RIGHT TO ASSIGN:

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

11. DURATION:

All of the restrictions and covenants herein set forth, save as the same may be changed pursuant to the provisions of this dedication, shall continue and be binding upon the undersigned, its successors and assigns, and all parties claiming by through or under it until January 1, 1990, provided that the owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by this dedication and subsequent dedications and amended dedications of SKY HARBOUR HOMEOWNERS ASSOCIATION, may at any time after ten (10) years from the date of this instrument, by written document, duly executed, acknowledged, and recorded in the Deed Records of Hood county, Texas, from time to time release any one or more of the restrictions or conditions herein set forth as to any lot or lots herein dedicated, such instrument to become effective from the date of recording. All restrictions and covenants affecting lots herein dedicated from such date for successive periods of ten (10) years each, subject to the right to change the same pursuant to the provisions of this dedication.