



STATE OF TEXAS

COUNTY OF PALO PINTO

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF  
THE RESERVE AT GAINES BEND PHASE 1 and (Partial) Gaines Bend  
Subdivision Block 3, Phase 1

This Declaration made this the 30<sup>th</sup> day of September 2019, by:

"Reserve at Gaines Bend, LLC,  
A NORTH CAROLINA Limited Liability Company, Registered in TEXAS  
Hereinafter termed, "Declarant"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain tract(s) or  
parcel(s) of land that will be subject to this Declaration and  
described as the following:

Lots 32 through 111, THE RESERVE AT GAINES BEND,  
PHASE I, GAINES BEND SUBDIVISION, a subdivision in  
Palo Pinto County, Texas, according to the Plat  
thereof recorded in BOOK 11, Page 52, Slide 1051,  
Plat Records, Palo Pinto County, Texas;

and

Lots, 26 through 31, BLOCK 3, PHASE 1,  
GAINES BEND SUBDIVISION, a subdivision in  
Palo Pinto County, Texas, according to the Plat  
thereof recorded in Volume 11, Page 53, Slide  
1052, Plat Records, Palo Pinto County, Texas.

The Subject Property does not include any oil, gas,  
or other mineral rights.

It is the intent of Declarant that this Declaration will apply.

only to land that is presently owned by Declarant and will not apply to land that is presently owned by any person or entity other than Declarant including (but not limited to) any portion of a platted lot that may extend beyond and below the 1,000 foot contour line of the Lake into land that is owned by the Brazos River Authority.

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and any property annexed hereto by a set of Supplemental Restrictions and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens, and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands;

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

I. DEFINITIONS.

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Reserve at GB Property Owners Association, INC. (referred: Reserve at GB POA)
- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" mean the Bylaws of the Association.
- (e) "Declarant" means Reserve at Gaines Bend, LLC or its successors and/or assigns.
- (f) "Declarant Control Period" means that period of time that declarant owns a lot or lots as herein referenced or hereafter acquired properties within the Gaines Bend Peninsula or at such time that Reserve at GB POA, has received notice in writing that Reserve at Gaines Bend, LLC or its successors and/or assigns will not be adding additional phases, properties or lots to the Reserve at GB Property Owners Association, Inc.
- (g) "Declaration" means this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges, and any amendments thereto.
- (h) "Developer" means Reserve at Gaines Bend, LLC, or its successors and/or assigns.
- (i) "Development" means all real property situate in Palo County, TEXAS, in the aforementioned plat of survey and all other property which may be annexed thereto as provided herein.
- (j) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.
- (k) "Supplemental Declaration" means any Declaration filed for record in Palo Pinto County, Texas, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration, which incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the

provisions of this Declaration and shall designate the permitted uses of such property.

- (l) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennae, and other structures of any type or kind.
- (m) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

Gaines Bend Road Fund and Gaines Bend POA

All property located on the Gaines Bend Peninsula is subject to the provisions of Section 14 entitled "Future Development" in the Gaines Bend Property Owners Association and Supplemental Declaration of Covenants, Conditions and Restrictions for Gaines Bend Subdivision filed in volume 953, page 508 Palo Pinto County, Texas Clerks office (the "Gaines Bend Road Fund Declaration").

It requires all property owners join and reasonably participate in the Gaines Bend Road Fund, which is charged with maintaining all private roads in what is known as the Gaines Bend Subdivision.

The current annual reoccurring responsibility for the Gaines Bend Road Fund is \$350.00 for every lot owner, which is prorated at time of closing and payable directly to the Gaines Bend Property Owners Association. The Gaines Bend Property Owners Association establishes this amount and it can change for added wear and tear and cost of living adjustments, or as otherwise set forth in the Gaines Bend Road Fund Declaration. All yearly fees should be equitable to all owners in the Gaines Bend Subdivisions. There can be special assessments levied outside annual reoccurring road fund payments all assessments should

be equitable to all owners in the Gaines Bend Subdivisions. In addition to the yearly reoccurring payment made to the Gaines Bend Property Owners Association for the Road Fund there will be a non-refundable payment to the Gaines Bend Road Fund when an owner submits plans to construct on their property in the amount of \$1,750.00. This number will never be lower but can be increased by a vote in the affirmative by 2/3rds of the members of Reserve at Gaines Bend POA. During the Declarant control period it can be increased without approval of owners.

Further, in the Gaines Bend Road Fund Declaration referenced, as road fund participation is mandatory, future development has the option of joining the Gaines Bend Property Owners Association for other items. The Developer/Declarant has chosen not to join and will operate the association separately. There may be a time when members of the association may wish to join the Gaines Bend Property Owners Association fully. Consolidation into Gaines Bend Property Owners Association will require approval of the Declarant if in the Declarant control period and in addition will require an affirmative vote by the majority of members of the association approving the consolidation.

## II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots, which are more particularly described on the aforementioned plat of survey, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The

provisions for residential use of a lot are set forth below:

Residential Dwelling

Except as to those areas which may be designated on a plat or otherwise for a common enjoyment, lots in the subdivision shall be used primarily for single family residential dwelling purposes only and shall not be higher than two (2) stories, unless otherwise restricted.

If constructed at the same time or after construction of a single-family dwelling, outbuildings such as garages, guest quarters, and workshops are allowed. All outbuildings must be finished in the same fashion as the single-family residential dwelling.

Lease and Rental of Properties

Residences may be rented short or long term by owners without approval of the Declarant or property owner's association with the understanding that the rental guest of the homeowners will respect common areas and any damage caused to common areas by a rental guest can be passed on to the homeowner of the property.

Guesthouses or other outbuildings that have a full bathroom can be rented separately from the residence if the residence is occupied by the homeowner. If the residence is being rented or leased, outbuildings being rented or leased must be the same tenant as the residence tenant. The construction of outbuildings should consider water, sewer and power connections.

Roof

Roofing on all buildings shall be either natural slate, wood shake, asphalt or fiberglass shingle, with standing seam, coated steel (tin roof) or concrete shingles. All roofing must be earth tones.

Plan and Design Approval

Before Construction can commence on a lot an owner must submit plans for approval to the Declarant and/or the Association. The submittal is required not for a plan review, but to have plans on file and for the owner to furnish proof that payment of \$1,750.00 has been made to the Gaines Bend Property Owners Association for the Gaines Bend Road Fund. If construction commences without following the above steps it

will result in a fine of \$1,000.00 to be paid to the Gaines Bend

Property Owners Association for the Road Fund. The payment of \$1,750.00 allows an owner 18 months to construct a home and receive certificate of occupancy and occupy the home, if construction isn't complete with this 18 months the owner will have the option of paying another \$1,750.00 to the Gaines Bend Road Fund for another 18 months or \$150 per month until home is complete by receiving certificate of occupancy and occupying home. The 18 months period will be measured by cashing/clearing of the road fund payment at the bank of the Gaines Bend Property Owners Association.

The Declarant or association will not be liable to the homeowners association or any landowner for any construction that doesn't follow the restrictions laid out in these restrictive covenants. It will

still be the responsibility of each owner to construct any dwelling or outbuilding to adhere to these restrictions, governmental regulations and zoning law.

Submittal of Plans can be by email, mail or other avenue. The set of plans must show floor plan and elevations from each side.

All the Declarant or association will be approving is that you have plans and you have paid the money to the road fund as required.

If outbuildings such as garages, guest quarters, and workshops are not submitted with the submission of the single-family residence (built at a later time), you will be due another \$500.00 to be paid to the Gaines Bend Property Owners Association for the Gaines Bend Road Fund for the approval of the outbuildings for each occurrence, these should be complete within 12 months or owner will be due another \$500.00 to the Gaines Bend Road Fund.

Minimum Use/Square Footage Minimums

**FOR Subject Property:**

Lots 32 through 111, THE RESERVE AT GAINES BEND, PHASE I, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in BOOK 11, Page 52, Slide 1051, Plat Records, Palo Pinto County, Texas;

The footprint of a single story, single-family dwellings shall be a minimum of 1,200 square feet. This square footage is defined as fully enclosed heated living area. If a home is greater than one level the main floor shall include a minimum of 1,000 square feet.

"Living area" as used in this instrument excludes basements, seasonal porches, breezeways, garages, living area in garage buildings, decks



and the like. Necessary parking shall be provided by each individual lot owner in a manner that will not obstruct road traffic.

**FOR Subject Property:**

Lots 26 through 31, BLOCK 3, PHASE 1, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Volume 11, Page 53, Slide 1052, Plat Records, Palo Pinto County, Texas.

The footprint of single story, single-family dwellings shall be a minimum of 1,800 square feet. This square footage is defined as fully enclosed heated living area. Furthermore Lot 26 can't exceed one story.

"Living area" as used in this instrument excludes basements, seasonal porches, breezeways, garages, living area in garage buildings, decks and the like. Necessary parking shall be provided by each individual lot owner in a manner that will not obstruct road traffic.

**Temporary Structures and Vehicles**

Except as expressly provided herein NO trailer, house trailer, mobile home, modular home, camper, tent, shack, garage, barn, commercial vehicles, travel trailer, and/or other temporary type residence shall be placed or located upon any lot, and no boat, in the immediate vicinity of the property, access to which is provided through or from the property or any lot shall be used at anytime as a residence; provided that an owner or building contractor may reside in a travel trailer as temporary shelter during the period of construction of any residential dwelling on the lot, no longer than a year one(1) time. Temporary shelter placed and maintained during a

period of construction may be utilized for residential purposes and for supervision of the construction project for a period not to exceed one (1) year from the date of commencement of construction.

Recreational Vehicles must be housed in an enclosed garage or parked behind the home so long as they are not visible from community roads.

#### Camping

Camping is not allowed.

#### Residential Dwellings - Permissible Materials & Limitations of Colors

All residential dwellings and outbuildings, retaining walls, etc., shall be built of similar or complimentary materials. No cinder block, cement, solite block, vinyl siding, T1-11 or asphalt shingle side, imitation brick and stone roll siding and the like shall be permitted for the finished exterior of any structure except for masonry foundations which must be covered with brick or natural or manufactured stone veneer, or sealed, parged and painted to conceal block joints; however poured foundations with brick simulations shall be acceptable.

If owners wish to use a prohibited item from the list above, the Declarant or association may approve this request if not detrimental to the community these request must be approved be in writing.

#### Homes will be limited in exterior colors to EARTH TONES

#### Outbuildings, Accessory Buildings and Detached Garages

If an owner wishes to construct any outbuilding, accessory

buildings, detached garages or any other structures aside from single-family residence, all buildings must be located behind the house and built in a complimentary design and fashion to the single-family home that must already be occupied. Owners will be allowed 2 additional structures aside from single family home.

#### Construction Material Storage

All construction material placed upon any lot shall be assimilated so as not to interfere with the use and enjoyment of appurtenant lots thereto.

In the event that an owner temporarily terminates construction of a residential building on or before the requisite one (1) year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered beside and behind the structure during this period of time.

#### Junk Cars and Appliances

No unlicensed, unused, discarded, or salvaged motor vehicle or any part thereof and no unusable or salvaged household appliances, or parts thereof, shall be placed or left anywhere on any lot outside of any enclosed building or on the right-of-way of any subdivision road.

#### Storage of Boats, RVs, Off Road Vehicles, Watercraft, Mowing Equipment or other item

Storage of any vehicle, trailer or other item aside from titled, insured automobiles on a lot is allowed, but it must be enclosed in a building that is finished in the same fashion as the single family

residential dwelling, or stored in manner that they are not visible from the front of the house or street.

On Lots, 26 through 31, BLOCK 3, PHASE 1, GAINES BEND SUBDIVISION, no storage is allowed at all unless items are stored in a garage.

All property owners are encouraged to maintain storage in an enclosed building or find storage off of the lot to keep the community uncluttered.

#### Off Road Vehicles Use

Off Road Vehicle's shall be governed by rules established by Gaines Bend Subdivision March 29,2001 as found on their community website. If these are ever amended, the Association should make every attempt to adopt or abide by these changes as long as any changes are only addressing Off Road Vehicles and not expanding scope.

#### Trash Facility

Owners will have access to the state of the art trash collection facility that is maintained by the Gaines Bend Property Owners Association. Owners will have access to these facilities upon payment of \$600.00 initial fee to the Gaines Bend Property Owners Association but will not be available or due until a residence is completed and occupied on the owner's property. There will be a reoccurring yearly fee payable to the Gaines Bend Property Owners Association for the use of this facility that is currently \$150.00 per year. This amount set by the Gaines Bend Property Owners Association can change for wear and tear or cost of living adjustments this should be equitable to all

owners in the Gaines Bend Subdivisions. At sometime the system could have to be upgraded and any cost of this special assessment should be equitable all owners in the Gaines Bend Subdivisions.

#### Mail Boxes

Owners will have access to the Mail Kiosk that is maintained by the Gaines Bend Property Owners Association, boxes will not be assigned until owner has completed construction and occupies a residence and proper payments have been made to the Gaines Bend Property Owners Association as set forth herein.

#### No Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. All lots shall be kept free of accumulations of brush, trash, junk building materials, inoperable automobiles and vehicles or other unsightly things and growth of grass above eighteen inches. After fourteen (14) days written notice to the owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violations, assessing the cost thereof against the owner and such assessments shall be enforceable against the owner as other liens herein provided for. The Developer shall not be required to comply with these provisions until all development work has been completed and the common properties, if any, deeded to the Association.

#### Signs

No signs may be placed on any lot except a sign displaying the property address and number, with the exception of identification or permit boxes used for construction or other items required by county or municipal jurisdiction. For sale signs by a realtor or by owner are not permitted.

#### Fences

Only wood rail fences will be allowed and shall not exceed 6' feet in height, must be aesthetically pleasing and built in a professional manner and must be of natural colors or earth tones. However in the event that a standard privacy fence obstructs the homeowners' view, decorative aluminum rail fence may be used. Chain link fence or similar products are expressly prohibited.

#### Refuse Disposal and Concealment of Fuel Storage Tanks Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it invisible from any street, adjoining water, or other common area, if any, within the subdivision.

Owners shall not allow accumulation of refuse or garbage on any lot except in a concealed receptacle.

#### Sewer and Water Access

Sewer access is provided by Gaines Bend Utilities, Inc. or their successor or assigns

Water access is provide by Possum Kingdom Water Authority or their successor or assigns.

Owners may not install a septic tank or drill their own well without permission of the Declarant, association, and the water and sewer utility.

#### Maintenance of Lots

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt condition(s) of building or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation or disturbance shall not commence on a lot until plans are submitted and fees to Gaines Bend Road Fund are paid. Owners should make every attempt to landscape their property in an attractive manner.

No stockpiling of dirt, rock or other material should be longer than 30 days.

In the event of failure of an owner to maintain the lot and/or the improvements thereon in good condition, the Association will notify the owner if not corrected the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining owners. The cost thereof shall be assessed against the owner and such assessment shall be enforced as other liens herein provided.

#### Animals

No livestock, chickens, poultry, horses, cows, bulls, swine, goats, mules, sheep, snakes or monkeys or of any kind shall be raised, bred, or kept on any lot, except that dogs and cats and other

household pets are permitted so long as they are kept within the lot boundary lines and not raised for commercial purposes. Household pets if off of owners property must be leashed, held or controlled by their owner at all times.

Dangerous Substances, Nuisances or Annoyances

Owners shall not store or permit to be stored any toxic chemicals, wastes, or pesticides on any lot. No Noxious or offensive activity shall be conducted or a nuisance to the adjoining or nearby property.

Lot Subdivision

No lot may be subdivided or re-subdivided once conveyed by the Declarant. The Declarant reserves the right to re-subdivide or re-configure any of its unsold lots or enlarge by merger or by adding additional land outside of the platted subdivision to any of its unsold lots or to add additional lots to the subdivision, provided, that any such action by the Declarant is consistent with the existing caliber of the community. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained is in compliance with all of these restrictions and covenants. This could also be subject to approval.

Provided, however, that an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners, with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are



conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not be deemed a separate lot and building site, but shall be considered an addition to the lot of the acquiring land owner.

**Any items addressed in this section could be subject to Palo Pinto County, TX approval.**

#### Setback Restrictions

With regard to setback lines, no residence or other building shall be constructed closer than 10 feet from any interior (SIDE). There will be a 25 feet setback on the front and back of a lot. There is a 10-foot easement reserved on each side for the lot for utility and drainage easement.

Any required setbacks required by a governing body or restriction will supersede these setbacks.

#### Lot Coverage

In the event trees, shrubs, grass or ground covers are removed from the property, the total area of the lot can't exceed 50% coverage by impervious surfaces.

Common Area & Easements

Owners should be aware of easements for drainage, septic/sewer lines, water lines and other utilities shown on the recorded plat and understand that those areas can be accessed for those purposes.

There will be a blanket easement in the road right of way reserved for all utilities that will service the subdivision now or in the future. This is for construction, installation and maintenance of their facilities of the utilities. Utilities approved and defined solely by the developer or Declarant or Association once Declarant is withdrawn.

No overnight and or long-term parking of anything will be allowed in any current or future common areas.

Marina Use Agreement

Through a "Marina Use Agreement" with Gaines Bend Development, Inc. owners will have access to the ramp located within the Gaines Bend subdivision, the cost at this time being \$100.00 per year per lot. It will be paid by and billed to the association for all recorded lots in the subdivision. This amount can be adjusted yearly for cost of living adjustments that must be justified in writing if they exceed 5% per year. This will be a simple notification by the marina owner tying the increase to inflation above 5%. If the Marina Owner doesn't ask for the adjustment one year they are able to increase for the 5% adjustment for every year there was no increase. Example: If they go 3 years without an increase they are able to ask for the 20% increase in year 4.

Any damage to the marina, ramp or any facilities caused by an owner will need to be fixed by that owner. If damage is not fixed the Association would be liable for this damage and passed on through special assessments. There must be proof of this damage being caused by an owner. Damage does not include ordinary wear and tear to marina caused over time.

### III. RIGHTS-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors, and assigns a perpetual, alienable, releasable, and non-exclusive road and utility right-of-way for purposes of ingress, egress, regress and utilities over, on, and across all roadways, whether existing or not, shown on any recorded plat of said subdivision for the benefit of properties now owned or hereafter acquired by Declarant or Reserve at Gaines Bend, LLC. Declarant further reserves the right to grant said right-of-way unto additional properties owned by third parties in its sole discretion. Unless otherwise shown on a conveyance or plat, said road and utility right-of-way shall be 50 feet in width.

Said road and utility rights-of-way are for the benefit, use and enjoyment of the owners and their heirs, successors, and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements while conveying to the Grantee under said conveyance a similar right appurtenant to his/her lands to the benefit, use, and enjoyment of said easements in common with the undersigned Declarant, its successors, and assigns, said road and

utility right-of-way and easement to provide access to the State maintained road.

IV. PROPERTY OWNERS ASSOCIATION

Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the Clerk's office of Palo Pinto County, TX

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot with the exception of lot owners that own multiple lots will only receive a membership for each lot they are paying assessments on. (See Assessments Section Two). All lot owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter set forth

Assessments

SECTION ONE

Purpose for Assessments.

The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads, common areas and other improvements for services within or for the benefit of subdivision lots, including roads and/or utility easements

of the subdivision in accordance with the formula herein set forth.

## SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Section Two and Three of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each lot owner at the time the assessment becomes due and payable and upon such owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the Association when the same shall become due and payable. The purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale. Purchasers of multiple lots within the subdivision shall pay only one (1) annual assessment unless their lot ownership is greater than three (3) lots. For each lot the purchaser owns over three (3), they will be due one additional assessment for the next three (3) lots. Once they exceed six (6) lots each additional lot shall be due an additional assessment. Lots do not have to be contiguous. However an owner of multiple lots that has constructed a residence for any use on other lots owned then for each

improved lot will be due an annual assessment, which is defined in Section Three.

These limitations don't apply to payments to the Gaines Bend Property Owners Association for the Gaines Bend Road Fund. Each Lot will be due the reoccurring yearly amount for every lot owned that is currently \$350.00.

The \$1,750.00 building fee payable to the Gaines Bend Property Owners Association for the Gaines Bend Road Fund, will apply for all lots where a residence for any use is being constructed.

This also doesn't apply to the trash facility. Every lot an owner constructs a residence for any use will be due a trash initial fee of \$600.00 and reoccurring yearly fee payable to the Gaines Bend Property Owners Association for the use of this facility that is currently \$150.00

### SECTION THREE

Annual Assessments. No later than December 15 of each calendar year the Declarant or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of

information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; in addition to these items when setting the assessment amount Gaines Bend Property Owners Association, Inc. will submit their dues amount each year which will be a like amount to the Gaines Bend Property Owners Association Inc. due and the Association will add on to cover current marina use agreement amount and a contingency to be established yearly.

Using this formula above, the annual assessment charged by the association for 2019 on each lot shall be \$450.00 Dollars, which is broken down as follows, \$300.00 that will pass-thru to the Gaines Bend Property Owners Association for maintenance, landscaping and other additional cost related to Gaines Bend Roads, \$100.00 for Marina Use and \$50.00 Contingency. Once Dues are paid to the association, the \$300.00 number will (or its prorated share) will be paid on behalf of an owner to the Gaines Bend Property Owners Association, Inc., which will be responsible for the maintenance and upkeep of facilities and common areas.

Notwithstanding anything herein to the contrary, the \$450.00 amount noted above does not include the \$350.00 assessment for the Gaines Bend Road Fund and the \$150.00 assessment for the trash facilities, which will be levied and assessed by the Gaines Bend Property Owners Association against each owner and its lot separate and apart from the assessments levied by the association.

The amount established by the Gaines Bend Property Owners Inc., and used by the association to establish their assessments should be

equitable to all owners in the Gaines Bend Subdivisions.

In addition to the assessment, herein stated, upon a purchase of a lot whether from Declarant or subsequent lot owner the purchaser of the lot shall pay a road impact fee of \$750.00. The initial road impact fee of \$750.00, which is paid at closing of a lot from the developer to lot owner, shall be paid to the Declarant. All subsequent Road Impact fees after the initial sale from Declarant shall be paid to the Gaines Bend Property Owners Association for the Gaines Bend Road Fund. This assessment will not be prorated. Provided, however, a conveyance by a lot owner to a family trust or legal entity controlled by the lot owner is exempt from this road impact fee.

Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, Declarant/Developer shall be exempt from all assessments relating to any lot or tract owned by Declarant/Developer or assigns by the Declarant/Developer. This includes special assessments.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by Developer or the Treasurer of the Association as provided in Section Five of this Article IV.

The annual assessments shall not be used to pay for the following expenses.



- (a) Casualty insurance of individual owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the owner(s);
- (b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by owner of any lot.

#### SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which expenditure is appropriated. The period of the assessment and manner of payment shall be determined by the Board of Directors of

the Association. Declarant/Developer is not liable for or due any approved special assessments.

#### SECTION FIVE

##### Date of Commencement of Annual Assessments - Due Dates.

Assessments are due in annual installments on or before January 1 of each calendar year, or in such other reasonable manner as the Developer or the Board of Directors of the Association as designee of the Developer by and through its Treasurer shall designate.

The annual assessment(s) provided for in this Article IV shall, as to each lot, commence upon either the execution and delivery of or the recordation of a deed of conveyance, whichever in time first occurs ("commencement date".)

The first annual installment for each such lot shall be an amount (rounding the sum to the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

#### SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association. If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his/her heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his/her personal obligation and if his/her successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot owner and his/her successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such lot owner and his/her successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot owner and his/her successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount

then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event the Developer or its assigns, including the Association, shall be entitled to recover attorney's fees actually incurred but not exceeding fifteen (15%) percent of the amount of the delinquent assessment and any and all other costs of collection, including, but not limited to, court costs.

By the acceptance by owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his/her lot or lots.

Notwithstanding anything herein to the contrary, in the event of non-payment of any assessments due and owing to the Gaines Bend Property Owners Association, Inc., as set forth in this Declaration or in the Gaines Bend Road Fund Declaration, the Gaines Bend Property

Owners Association shall be entitled to exercise all rights and remedies as set forth in the Gaines Bend Road Fund Declaration.

SECTION SEVEN

Subordination of the Charges and Liens to Mortgages Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on any lot if, but only if, all assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of mortgage is filed for record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

- (a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of /her personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a deed of trust or his/her assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosures sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of

any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.

- (b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

#### SECTION EIGHT

Exempt Property. Each lot shall be exempt from the assessments created hereunder until the execution and delivery of a deed from the Developer, its successors and/or assigns in interest to an owner making the lot conveyed subject to these Declarations.

#### V. REMEDIES FOR VIOLATIONS, AMENDMENTS TERMS, AND MISCELLANEOUS PROVISIONS

##### Enforcement

These Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover

damages. Either the undersigned Developer, or any successor in title to the undersigned Developer, or any owner of any property affected hereby may institute such proceedings.

#### Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended, or repealed at any time by filing in the office of the Clerk of Palo Pinto County, Texas, an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the owner or owners of record as set forth on the records in the office of the Clerk of Palo Pinto County, Texas at any time of the filing of such instruments by consent in writing of seventy-five (75%) percent of the owners of lots subject to these restrictions.

Notwithstanding anything herein to the contrary, any provision of this Declaration pertaining to or benefitting the Gaines Bend Property Owners Association, Inc. may not be amended without written consent of the association.

#### Invalidation

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall

remain in full force and effect.

Developer's Obligation(s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Declarant/Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are filed for record at the office of the Clerk of Palo Pinto County, Texas at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then owner(s) of eighty-five (85%) percent of lots subject to this Declaration agreeing to terminate, amend, or modify these Restrictions shall have been recorded in the office of the Clerk of Palo Pinto County, Texas.



Governmental Regulations

The property herein described and lots subdivided therefrom, in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Palo Pinto, State of Texas, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

Notices

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing.

Assignment

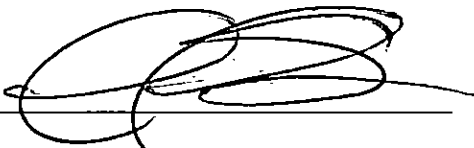
The Developer/Declarant may assign any and all rights and responsibilities it has under the terms of this Declaration.

Supplemental Declarations and Annexation

Developer/Declarant reserves the right to annex additional properties, whether now owned or hereafter acquired within the Gaines Bend Peninsula to the terms and conditions of these restrictions by the recordation of a Supplemental Declaration subjecting said properties to these Declarations, or portions therefore adding members to the Reserve at GB POA, Inc.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal,  
or if corporate, has caused this instrument to be signed in its  
corporate name by its duly authorized officers and its seal  
To be hereunto affixed by authority of its Managers, the day and year  
first above written.

Reserve at Gaines Bend, LLC a North Carolina Limited Liability Company

BY :   
John J. Snow, III, Manager

Corporate Acknowledgement

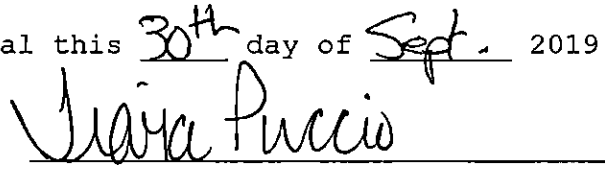
STATE OF North Carolina

COUNTY OF Cherokee

This instrument was acknowledged before me on Sept. 30<sup>th</sup>, 2019 by  
John J. Snow III, Manager of Reserve at Gaines Bend, LLC, a North  
Carolina Limited Liability Company, and acknowledged the execution of  
the foregoing instrument as Manager on behalf of and as the act of the  
company referred to this acknowledgement.

WITNESS my hand and Notarial Seal this 30<sup>th</sup> day of Sept. 2019.

My Commission expires:  
10/13/2021

  
\_\_\_\_\_  
Tiara Puccio

**TIARA PUCCIO**  
NOTARY PUBLIC  
Cherokee County, North Carolina  
My Commission Expires October 13, 2021

~~CONFIDENTIAL~~  
**CERTIFIED FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**



*Janette Green*

Janette K. Green Palo Pinto County Clerk  
Palo Pinto County, TX  
10/02/2019 01:47 PM  
Fee: \$158.00  
2019-00004746 COV  
B: OR V: 2288 P: 327