



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BLOCK 5, GAINES BEND SUBDIVISION**

RAWHIDE VISTAS

THE STATE OF TEXAS §
COUNTY OF PALO PINTO §

1. **Date; Declarant.** This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BLOCK 5, GAINES BEND SUBDIVISION (the "Declaration") is signed on the 11th day of October, 2016, and filed of record by Gaines Bend Development, Ltd. (the "Declarant"), a Texas limited partnership, as the current fee title Owner of the Lots that are part of the Subject Property described in this Declaration.

2. **Subject Property.** The property that is subject to this Declaration is all of the land described as follows, on Gaines Bend Peninsula on the shores of the Morris Sheppard Reservoir, commonly referred to as Possum Kingdom Lake (the "Lake"), in Palo Pinto County, Texas:

Lots 1 and 2, BLOCK 5, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Book 10, Page 131, Slide 931, Plat Records, Palo Pinto County, Texas;

The Subject Property does not include any oil, gas, or other mineral rights in the described land, and Declarant expressly reserves for itself and its successors and assigns all oil, gas, and other mineral rights owned by Declarant relating to the described land, but Declarant hereby waives and will waive in each conveyance of a Lot in the Subject Property its right to use the surface of such Lot for exploration for or development of oil, gas, and other minerals without the express written consent of the surface owner, except that nothing shall prohibit the development of oil, gas, or other minerals by subsurface horizontal drilling that is initiated from surface locations other than the surface of the subject Lot.

All of such property is referred to in this Declaration as the "Subject Property."

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 extends beyond and below the 1,000 foot contour line of the Lake into land that is owned by the Brazos River Authority.

3. **Other Documents.** This document is intended to be compatible with the restrictive covenants and other documents filed of record relating to various portions of the Gaines Bend Subdivision, as more particularly listed in Exhibit B attached to the SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GAINES BEND SUBDIVISION, signed by Declarant, dated February 19, 1998, filed for record on March 4, 1998, and recorded in Volume

953, Page 508, of the Official Public Records, Palo Pinto County, Texas (the "1998 SUPPLEMENTAL DECLARATION").

4. **Definitions.** The following words when used in this Declaration will have the following meanings:

A. "**Declarant**" means and refers to Gaines Bend Development, Ltd., a Texas limited partnership, as the originally named party as Declarant and its successors and assigns who receive rights or title by operation of law, and the persons or entities that were members of Gaines Bend Development, Ltd., and who receive the rights and interests of that limited partnership upon the dissolution of that limited partnership, but does not include a party who acquires title by sale unless such party acquires more than one undeveloped Lot from Declarant for the purpose of development and the rights of Declarant as to such Lots are expressly transferred by Declarant to the acquiring party. The term "Declarant" also includes a party that acquires fee title to multiple Lots in the Subject Property by way of foreclosure or deed in lieu of foreclosure on a lien executed by Declarant.

B. "**Gaines Bend POA**" means and refers to the nonprofit corporation previously incorporated and currently existing under the laws of the State of Texas named Gaines Bend Property Owners Association, Inc. (as more specifically described in Paragraph 7 below).

C. "**Gaines Bend Member**" means and refers to those persons entitled to membership in the Gaines Bend POA as provided in subparagraph A of Paragraph 7 below.

D. "**Governing Documents**" means this Declaration and the 1998 SUPPLEMENTAL DECLARATION.

E. "**Lot**" means and refers to each plot of land shown upon any recorded and still effective plat of property that is part of the Subject Property and which is designated as a lot on such plat, which is privately owned, and which is or is intended to be improved with a single-family residential dwelling, but does not include any of the Common Areas or land which on the date of filing this Declaration is not currently platted. If any portion of a platted lot extends beyond and below the 1,000 foot contour line of the Lake, into land that is owned by the Brazos River Authority, then such portion of the platted lot is excluded from this Declaration and the definition of a "Lot."

F. "**Occupant**" means any tenant of a Lot and the Owner's and/or a tenant's household members, guests, invitees, agents, and contractors who lawfully or unlawfully occupy or enter a Lot. All actions or omissions of any Occupant shall be deemed the actions or omissions of the Owner of such Lot.

G. "**Owner**" means and refers to every person and entity who is a record owner of a fee or undivided interest in any Lot that is subject to the terms of this Declaration, but does not include persons or entities (such as lenders) who hold an interest merely as security for the performance of an obligation.

H. Other words that are capitalized in this Declaration will have the meanings given to them in other paragraphs of this document.

5. **Purpose of Declaration.** Declarant wishes to place covenants, conditions, and protective restrictions on the Subject Property in Block 5 as part of the planned sale and use of those Lots,

for their mutual benefit. This Declaration is to establish a uniform plan for the further development, improvement, sale, and use of the Lots that are part of the Subject Property; to insure the preservation of such uniform plan for the benefit of both present and future Owners of Lots that are part of the Subject Property; and to enhance and protect the value, attractiveness, and desirability of the Lots that are part of the Subject Property. As stated in Paragraph 3 above, this Declaration for the Subject Property is intended to be compatible with (and not to supersede or replace) similar restrictive covenants and documents applicable to other lots within the Gaines Bend Subdivision.

This Declaration is also to declare that the Subject Property is added to the coverage of the 1998 SUPPLEMENTAL DECLARATION, as was contemplated by Paragraph 14 of the 1998 SUPPLEMENTAL DECLARATION entitled "Future Development." Upon the filing of this Declaration, the Owners of Lots within the Subject Property shall become members of the Gaines Bend POA as provided in Paragraph 6 below, with the same rights, duties, and obligations as previously existing members of the Gaines Bend POA unless differences in the rights, duties, and obligations for the new members are expressly approved in writing by both the Declarant and the Board of Directors of the Gaines Bend POA.

6. **Gaines Bend POA Membership.** Each Owner of a Lot (but not of any Common Areas) within the Subject Property will automatically be a member ("Member") of the Gaines Bend POA (as established under the 1998 SUPPLEMENTAL DECLARATION referred to in Paragraph 3 above. Membership in the Gaines Bend POA does not apply while the Lot is still owned by the Declarant its heirs or assigns. Membership in the Gaines Bend POA is appurtenant to ownership of the Lot and may not be separated from ownership of the Lot. Each Owner's membership rights and obligations in the Gaines Bend POA shall be as provided in the 1998 SUPPLEMENTAL DECLARATION (which is incorporated herein by reference for all purposes).

7. **Covenants Running With the Land.** The provisions of this Declaration will be covenants running with the land and will be applicable to all of the Lots within the Subject Property and will be binding on all parties having or acquiring any right, title, or interest in the Subject Property or any part thereof. These covenants will be for the benefit of and will be binding on each Owner of a Lot within the Subject Property and their respective heirs or successors in title and assigns.

8. **Road Fund.** The Gaines Bend POA is responsible for the collection and expenditure of the Gaines Bend Road Fund and for the improvements and maintenance of the roads leading to the Lots and Common Areas in the Gaines Bend Subdivision, including the Subject Property in Block 5, across easements over Declarant's property and for the payment of ad valorem taxes, if any, attributable to such easements and improvements. By acceptance of a deed to a Lot in the Subject Property in Block 5, Gaines Bend Subdivision, an Owner of a Lot agrees, for the Owner and for the Owner's heirs, successors and assigns, to pay assessments to the Gaines Bend POA and to participate in the Gaines Bend Road Fund as it may be administered by the Gaines Bend POA, to assist in paying for construction and maintenance of the roads leading from State Highway 16 to the Lots in the Gaines Bend Subdivision including the Subject Property. Assessments for the Gaines Bend Road Fund are handled the same as assessments by the Gaines Bend POA for other purposes under Paragraph 7.F of the 1998 SUPPLEMENTAL DECLARATION.

9. **Required Approval of Improvements.**

A. No new residence, outbuilding, fence, wall, structure, tree, driveway, or utility lines of any kind may be constructed, reconstructed, planted or placed on any Lot, nor may any addition

or alteration be made in any existing or new residence, outbuilding, fence, wall, structure, driveway, or utility lines on any Lot, other than for routine maintenance, unless and until the plans and specifications, designs, plot plans, and grading plan for the proposed improvements have been submitted to and approved by the Gaines Bend POA's Board of Directors or its designated committee. This requirement is intended to insure compliance with the restrictive covenants applicable to a Lot, as established by this Declaration or other restrictive covenants, rules, or regulations applicable to the Lot.

B. No residential structure erected on any Lot shall have less than 2,000 square feet of air conditioned area, not including any attached garage, breeze-way, or porch. Each such residential structure shall have an exterior construction of at least one-half (1/2) acceptable masonry, or masonry and glass. Acceptable masonry will include natural rock, brick, and stucco. Any other masonry material must be approved by the Gaines Bend POA's Board of Directors or its designated committee. Any non-masonry portion of exterior walls and gables must be of wood shingles, cedar, wood siding, or other material approved by the Gaines Bend POA's Board of Directors or its designated committee. The Gaines Bend POA's Board of Directors or its designated committee may adopt additional architectural requirements and design standards that are not inconsistent with the standards expressly set forth in this Declaration.

C. In the event a structure, tree, or other planting or improvement is destroyed or visibly damaged the damaged items or any debris must be repaired or removed from the Lot within 3 months of the damage.

10. Restrictions on Use. Each Lot and each Owner is subject to the following restrictions:

A. Residential and Related Uses. The Lots shall be used primarily for residential and related purposes (including, without limitation, use as a home office or vacation lease home or temporary guest rental property). No business shall be conducted in, on, or from any Lot, except that an Owner or Occupant using the dwelling on a Lot primarily for residential purposes may also conduct business activities on such Lot, if the business activity, as determined in the Gaines Bend POA's Board of Directors discretion:

(i) is not apparent or detectable by sight, sound, or smell from outside the Lot;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees; and

(iv) is consistent with the residential character of the Subject Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Subject Property.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to persons, other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Gaines Bend POA's Board of Directors and the Declarant, either of which may withhold consent in its discretion. Notwithstanding anything in this subparagraph to the contrary, Declarant or the Gaines Bend POA may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition and not in limitation of Declarant's or the Gaines Bend POA's other rights and remedies.

This subparagraph shall not apply to restrict the activities of Declarant nor shall it restrict the activities of persons Declarant approves with respect to the development, construction, and sale of property in the Subject Property. This subparagraph shall not apply to the Gaines Bend POA's activities related to the provision of services or to operating and maintaining the Subject Property, including, without limitation, the Subject Property's recreational and other amenities.

Leasing of a Lot by the Owner thereof for a vacation lease home or a temporary guest rental property shall not be considered a "business" within the meaning of this subparagraph. An Occupant on a Lot pursuant to a vacation lease home agreement, a temporary guest rental agreement, or similar arrangement shall be considered a guest of Owner and (as provided in Paragraph 4.K) all actions and omissions of any such Occupant shall be deemed the actions or omissions of the Owner of the Lot.

B. No existing structure or old building shall be moved onto any Lot (other than temporary construction trailers), unless the Gaines Bend POA's Board of Directors or its designated committee or manager expressly grants consent otherwise.

C. Each building shall be at least 10 feet from each side lot line (unless a different set back is required by a different provision of this Declaration), but it is not required that the building be equally distant from side lines.

D. No trailer, basement, mobile home, camp tent, shack, garage, barn or other outbuilding erected on any Lot may be at any time used as a residence, either temporarily or permanently, nor may any structures of a temporary character be permitted on a Lot (except for temporary construction trailers).

E. No spirituous, vinous or malt liquor, beer, wines or other intoxicating liquor may be sold or permitted to be sold upon any Lot, and no portion of any building on any Lot may be used as a nightclub or for any character of gambling, and no Lot may be used by any Owner or Occupant in any manner as to create an annoyance or nuisance to the other Owners or Occupants.

F. No chickens, poultry or livestock of any kind may be raised or kept on a Lot after it has been developed. Declarant expressly reserves the right to graze livestock and cattle on land owned by Declarant and further reserves the right to graze livestock and cattle upon unfenced Lots owned by others.

G. All buildings, fences, and other improvements or additions to same, shall be substantially and safely constructed, painted, and kept in good repair by the Owner of the Lot, and in accordance with any rules and regulations heretofore set or to be hereinafter set by the Gaines Bend POA. The exterior of a residence on a Lot must be substantially completed within six months from the date construction commences, unless the Gaines Bend POA's Board of Directors or its designated committee or manager and the Gaines Bend POA's Board of Directors or its designated committee or manager

expressly grants consent otherwise.

H. Sanitary sewer lines and facilities on any Lot must be constructed, used, cleaned, and maintained in accordance with all applicable governmental rules and regulations, including (but not necessarily limited to) those of the State Department of Public Health, Palo Pinto County, and the Brazos River Authority, and in accordance with any rules established by the Gaines Bend POA.

I. Disposition of sewage, garbage, or other refuse shall be done in accordance with applicable governmental rules and regulations and in accordance with any applicable rules and fees established by the Gaines Bend POA's Board of Directors. If the Gaines Bend POA's Board of Directors establishes a fee for such service, it may be made part of or in addition to the regular Assessment and may be set based on a uniform charge per house rather than per Lot (since some houses may be situated on more than a single Lot and some Lots are unimproved). No burning of garbage or other refuse is permitted without prior consent of the Gaines Bend POA or its designated committee or manager. Papers, trash, and rubbish must be deposited only in proper receptacles and may not be thrown or deposited on any Lot or property within the Gaines Bend Subdivision. All garbage must be deposited in the trash compactor facility located beside Gaines Bend Drive, and watertight receptacles with tightly fitting covers and with not more than thirty (30) gallons capacity may be used for temporary storage on a Lot before removal of the garbage to the trash compactor facility.

J. No advertising signs of any description are allowed to be placed on any Lot or property within the Subject Property, except by special permit issued by the Gaines Bend POA's Board of Directors or its designated committee or manager. This subparagraph shall not apply to restrict the activities of Declarant nor shall it restrict the activities of persons Declarant approves with respect to the development, construction, and sale of property in the Subject Property.

K. All animals subject to the control of an Owner or Occupant of a Lot must be kept on the Owner's Lot at all times, except when the animal is on a leash or in a vehicle. The Gaines Bend POA's Board of Directors may impose restrictions on the number and type of animals allowed in the Subject Property or on the roads and easements that serve the Subject Property.

L. Fireworks on any Lot or any part of the Subject Property or on the roads and easements that serve the Subject Property may be prohibited at any time if deemed appropriate by the Gaines Bend POA's Board of Directors.

M. Shooting of firearms and air guns is prohibited on all parts of the Subject Property and on the roads and easements that serve the Subject Property, except as specifically approved by the Gaines Bend POA's Board of Directors as part of game conservation and management programs supervised by the Texas Parks & Wildlife Department.

N. Any exterior lighting installed on any Lot must either be indirect or of such controlled focus and intensity as not to disturb the residents of other Lots.

O. No Owner or Occupant of a Lot shall permit anything to be done or kept on a Lot which will result in the cancellation of or increase in any insurance carried by the Gaines Bend POA, or which would be in violation of any applicable law.

P. No Lot may be subdivided into smaller lots.

Q. No boat or boat trailer may be parked or stored on any lot where it is visible from a road, common area, or another lot, and a boat or boat trailer may only be kept on a lot within an approved building or within an area surrounded by an approved solid fence or wall in order to block visibility from a road, common area, or another lot.

R. No Lot may be used as a rooming house, hostel, or hotel, except as may be established by Declarant or the Gaines Bend POA's Board of Directors.

S. Any dwelling, garage, permitted storage building, or similar structure on any Lot which is destroyed in whole or part by fire, windstorm, or for any other cause or act of God, must be rebuilt in accordance with the current rules and regulations of the Gaines Bend POA and the requirements of this Declaration, specifically including without limitation, the provisions of Paragraph 9, or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall debris remain longer than three (3) months. Should an Owner not conform to this provision, the Gaines Bend POA is entitled to accomplish necessary repairs, reconstruction, or clean-up according to its best judgment, and levy an assessment upon the Owner for any and all costs of repairs, reconstruction, or clean-up.

11. **Leasing.** For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. The improvements on the Lot may be leased only in their entirety (e.g., separate rooms within the same dwelling may not be separately leased), provided, however, that a detached "in-law suite" or "guest house" (or other portion of a residential dwelling designed for separate occupancy), the construction of which was approved pursuant to Paragraph 10, above, may be independently leased, subject to the following:

A. All leases of 30 days or more shall be in writing and shall include an acknowledgment by the tenant that the tenant and all Occupants of the leased Lot are bound by and obligated to comply with the Governing Documents. The Owner or the Owner's designee shall be responsible for making a copy of the Governing Documents available to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant and all Occupants of the leased Lot. For vacation rentals or leases of 29 days or less, the agreement must conform to any rules implemented by the Gaines Bend POA.

B. Prior to the commencement of the lease term, the Owner or the Owner's designee shall notify the Gaines Bend POA its managing agent of the lease and provide such information as the Gaines Bend POA or its managing agent may reasonably require, which may include, but shall not be limited to the name, address, and telephone number of the Lot's Owner and of the tenant, and the date the tenant's occupancy commences and ends. Declarant may, from time to time during the Development Period, adopt and modify reasonable rules regulating leasing and subleasing consistent with this subparagraph B. Such rules shall be distributed to all Owners at least thirty (30) days prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants. The provisions of this subparagraph B and any rules adopted as aforesaid may be overruled, canceled, or modified by the Gaines Bend POA Members, at a regular or special Gaines Bend POA meeting, or as otherwise provided by the Governing Documents or applicable law, by at least a two-thirds (2/3) vote of the total authorized votes, effective on the date stated in such action but not less than one year after the adoption of the change. Unless adopted by Declarant pursuant to the foregoing, leases shall not be subject to any minimum lease length terms.

C. No Owner may assign or otherwise transfer the Owner's obligations under the Governing Documents to any tenant or other Occupant. The Gaines Bend POA shall have the right to enforce the covenants, conditions, restrictions, rules, and regulations set forth in the Governing Documents against the Owner, the tenant, or any Occupant of the Lot, individually or collectively. The Gaines Bend POA shall not be bound by any provision in the lease or other agreement between Owner and such Owner's tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Gaines Bend POA.

D. The Gaines Bend POA shall be deemed a third party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Gaines Bend POA's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Gaines Bend POA have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

E. Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Gaines Bend POA and all other Owners of Lots, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of Occupants of the leased Lot to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner. The Owner's obligations hereunder shall be deemed a guaranty of performance by such Owner's tenant and the Occupants of the leased Lot, and the Gaines Bend POA shall have the right to take any action or seek any remedy for a tenant's or an Occupant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant or Occupant. Declarant makes no representations as to whether any legal requirements apply to the renting of a Lot. Owners should perform their own investigations in such regard.

F. Every Owner shall cause the tenant and Occupants of such Owner's Lot to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and any damage they cause to the Common Areas, notwithstanding the fact that such persons also are personally responsible for complying and may be sanctioned for any violation.

12. Provisions Relating to Brazos River Authority. Each Owner is subject to the following restrictions relating to the Brazos River Authority:

A. Declarant does not grant or warrant to any Owner or any other person any right to use water from the Lake, or to construct improvements and maintain private facilities on the Lake, or to have access to the Lake. These rights may be granted only by the Brazos River Authority and are subject to the rules and regulations established by the Brazos River Authority, as amended from time to time.

B. Declarant does not grant or warrant to any Owner or any other person any title or right to possession of any land below the 1,000 foot above mean sea level contour line of the Lake, since land below the 1,000 foot contour line is owned by the Brazos River Authority. The Brazos River Authority has given public notice that it may at some future time increase the height of the Morris Sheppard (Possum Kingdom) Dam so that the maximum lake level will be at an elevation of 1,015 feet above sea level. No improvements or betterments may be constructed below elevation of 1,015 feet mean sea level on any part of or adjacent to the Subject Property except at the Owner's sole risk. By

acceptance of a deed to any Lot or other part of the Subject Property, each Owner waives any and all damages, or claims for damages against Declarant, to any improvements or betterments that might be so erected after the date that this Declaration is filed of record, because of water stored in, caused by, resulting from, or flowing through the Lake. This waiver is only for the benefit of Declarant and its successors and assigns and expressly does not extend for the benefit of the Brazos River Authority.

13. **Easement Reserved for the Association.** Declarant reserves for the benefit of the Gaines Bend POA a right of ingress and egress at all times over and upon each Lot for carrying out by the Associations of their functions, duties, and obligations under this Declaration. However, any entry by the Gaines Bend POA upon any Lot pursuant to this right must be made with as minimum inconvenience to the Owner and residents of the Lot as practical, and any damage caused by such entry shall be repaired by the Association involved at its expense.

14. **Easement Granted to Lot Owners for Ingress and Egress.** Declarant hereby grants to each Owner of a Lot in the Subject Property of Block 5, and their successors, assigns, and lienholders, a nonexclusive right of easement for ingress and egress over existing or future roadways situated on the property of Declarant located adjacent to the Lots and connecting the roads in the Subject Property and the Gaines Bend Subdivision with State Highway 16, in order to provide access to the Owner's Lot and access to the Common Areas. Owners shall contribute to the costs of improving and maintaining the roadways and payment of any ad valorem taxes attributable to such roadways through the Gaines Bend Road Fund as provided in Paragraph 8 of this Declaration. Declarant reserves the absolute right at its expense to change the location of any road over Declarant's property in order to facilitate further development, leasing, and sale of Declarant's property or for any other purpose, as long as the change does not prevent reasonable access to each Lot or to the Common Areas. Declarant also reserves the right to more particularly locate the exact location of the easement under this Paragraph by filing for record a centerline description of the easement. This easement right is a right appurtenant to the ownership of a Lot and may not be conveyed separately. Only licensed drivers who are licensed to drive the type of vehicle which he or she is operating (if a license is required) may drive on the roads on Declarant's property. This express easement is not to be considered a public dedication of roadways and the fee simple title and all ownership rights in the land upon which the roadways are located are intended to remain privately owned by Declarant or Declarant's heirs, successors and assigns, subject only to the limited right of travel over and across same by the Owners of Lots and their successors, assigns, and guests. The roads themselves are to be controlled and maintained by the Gaines Bend POA as part of the Gaines Bend Road Fund, as provided in Paragraph 8 of this Declaration.

15. **Easement Reserved for Declarant.** Declarant reserves a perpetual easement in, on and under the Lots of the necessary widths for the purpose of laying, placing and maintaining utilities and drainage conduits. The Declarant hereby grants an easement in on and under the Lots to Gaines Bend Utilities, Inc., its heirs and assigns, for the purpose of maintaining and servicing the waste water lines and pumps necessary for waste water service for the Lots.

16. **Additional Rights Reserved to Declarant.** Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and their assigns and builders authorized by Declarant may construct, maintain, and operate upon portions of the Common Area and property they own, such facilities, activities, and things as Declarant, at its discretion, may deem to be required, convenient, or incidental to the construction, sale, or rental of Lots in the Subject Property.

17. General Provisions.

A. Severability. If any provision of this Declaration is declared invalid by the judgment or order of a court of competent jurisdiction, such invalidity will not affect any other provision which remains in force and effect.

B. Binding Effect. Each part of this Declaration is made for the mutual benefit of, and is binding upon, each and every person acquiring a Lot within the Subject Property, and their respective successors and assigns.

C. Good Faith Lender's Clause. Nothing contained in this Declaration shall impair or defeat the lien of any existing mortgage or deed of trust made in good faith and for value on any Lot or other part of the Subject Property, but the title to any Lot or other property subject to this Declaration obtained through a sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the covenants and restrictions of this Declaration.

GAINES BEND DEVELOPMENT, LTD.

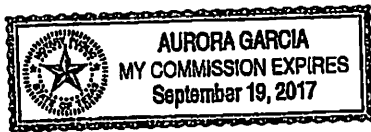
By: GBGP MANAGEMENT, LLC
General Partner

By: [Signature]
Shawn K. Gibson, Sole Manager

THE STATE OF TEXAS §
COUNTY OF PALO PINTO §

This instrument was acknowledged before me on the 11th day of October, 2016, by Shawn K. Gibson, Sole Manager of GBGP MANAGEMENT, LLC as General Partner on behalf of GAINES BEND DEVELOPMENT, LTD., a Texas limited partnership.

[seal]



[Signature]
Notary Public, State of Texas
Notary's Name Printed: Aurora Garcia
My Commission Expires: 9-19-2017

DMS #74776-v2

Return Recorded Document To:

Shawn Gibson
Gaines Bend Development, Ltd.
1 Gibson Drive
Graford, TX 76449

**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Janette Green

Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX

10/11/2016 01:13 PM

Fee: \$62.00

2016-00005038 COV

B: OR V: 2161 P: 300