

WESTERN LAKE ESTATES OWNERS ASSOCIATION

SUBDIVISION RESTRICTIONS

**Lots 1 through 275, Section E, and lot 100A, Section D
(lot 100A, Section D, being a revision of lot 100, Section D,
as shown by the plat of lots 1 through 111, Section D, recorded in
Volume 360A, Page 12, Deed Records, Parker County, Texas)**

SECTION E

(Amended; April 2021)

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

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequences of its enactment and enforcement of, or failure to enact or enforce, minimum standards for any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to paragraphs 9 and 10 hereof, all lots and tracts are restricted to single family residential or mobile home-residential combination, except that acreage lots (lots comprising 35,000 square feet or more) are restricted mobile and/or residential but may include more than one mobile home or residence.

3. On all other lots, subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used existing building or structure of any kind and no part of any used existing building or structure shall be moved onto, placed on, or permitted to remain on, any lot, all construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing Architectural Control Committee, and (ii) no tar paper type roof or siding materials will be used without the approval of the Architectural Control Committee on any structure, and (iii) all residences shall have a "gabled" or "hipped" roof of at least a 2:1 pitch. All buildings other than boat houses shall be completely underpinned and under-skirted with no piers or pilings exposed to view, except as otherwise approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor

altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered without prior written consent of the Architectural Control Committee.

4. Subject to the provisions of numbered paragraphs 9 and 10 hereof, no building exceeding two (2) stories in height shall be erected on any lot other than on an acreage tract, and each residence shall have a minimum of 750 square feet of floor area, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence, sign or commercial lots, boat houses, piers or other structure or improvements shall be erected, placed or altered, on any lot or acreage tract until two (2) copies of the construction plans and specifications, including specifications of all exterior materials, including color of paint and stain, and a plan showing the proposed location of the structure or sign shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the front and rear lot lines and to the side lot lines, but without impairment of the easements reserved and granted in these restrictions. Fences may be built within the easement as set forth in paragraph 10 on acreage tracts after written permission is obtained from Southwest Water Services, Inc.

7. No building shall be located nearer the side street line the 10 feet (exception; on lot number 26, of which the setback shall be 5 feet), or nearer to the side lot or tract line or rear lot of tract line than 5 feet. "Side lot line" as used in this paragraph, in respect to any two (2) or more continuous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building shall be located nearer the front lot line or front tract line than 10 feet on all lots, except on lot 26, on which said minimum setback shall be 5 feet.

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot, except that horses and cattle may be kept on the acreage tracts provided adequate fences are constructed and kept in good repair completely enclosing same.

9. Subject to paragraph 10 hereof, no outbuilding or garage, other than a boathouse, barn or utility building, shall be erected on any lot other than a commercial lot used solely for commercial purposes before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage erected on any lot at any time be used as a dwelling, temporary or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Camping on acreage tracts and all lots in this section will be permitted indefinitely. Mobile homes, camping trailers and structures or buildings adjacent or supplemental thereto may be placed and used upon all lots and tracts, only if same have been inspected by, and prior written approval of same has been granted by the Architectural Control Committee, and said committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements: (a) that the mobile home be of late model, 500 square feet minimum size on all lots, and 12 feet minimum in length for camping

trailers, in good repair and of attractive design and appearance (and underpinned and under-skirted, in respect to mobile homes) with material approved by the Architectural Control Committee, (b) that any mobile home or camping trailer not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise, no mobile home or camping trailer may be placed on any lot and (c) an approved septic tank meeting all requirements of the state of Texas must be installed prior to occupancy for each separate mobile home or residence, including camping trailers not having their own self-contained unit. Providing the lot has at least 5,000 sq. ft. or two contiguous camper lots are owned by the same person. No mobile home or similar structure not meeting the requirements set forth hereinabove shall be placed on any lot. Nothing in this paragraph prohibits the construction of a residence other than a mobile home on lots or acreage tracts referred to above in this paragraph, provided that other paragraphs hereof are complied with. Not more than one residence nor mobile home may be constructed and/or placed on any lot without written consent of the Architectural Control Committee.

10. Easements are reserved along and within 5 feet of the rear, side and front lines of all lots and acreage tracts in this section. Said easements established in this paragraph number 10 are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, (and Gulf Pipe Line's 50-foot wide butane and oil lines on lots 4 through 8), sanitary and storm sewers, road drains and other public and quasi-public utilities, and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next proceeding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed to the undersigned to) the same person or persons and used as a single building site shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over or under some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots hereunder.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 hereof shall not apply thereto.

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

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot and acreage tract in these Blocks, as assessment is hereby made of (i) \$2.50 per month, per lot or tract, the owner of which owns one or more lot or tract in said Western Lake Estates Subdivision, or (ii) \$30.00 per lot or tract, per annual, in said subdivision, the owner of which owns one or more lot or tract, in said

Western Lake Estates Subdivision, per the total of all lots and tracts owned by one owner in said Western Lake Estates Subdivision for the maintenance and construction of swimming pool, club house, parks, riding arena, recreational areas, partial improvements of roads and other improvements in Western Lake Estates Subdivision; "owner" as used in this sentence shall include also a purchaser from Western Lake, Inc. of a lot or tract in Western Lake Estates Subdivision, as well as the owner of any portion of an acreage tract that has been subsequently subdivided. The assessment shall be and is hereby secured by a lien on each lot or tract in this subdivision, respectively, and shall be payable to WESTERN LAKE ESTATES OWNERS ASSOCIATION (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on April 1st, of each year commencing on April 1st, 2022, at which dates in the year 2022 and in successive years said assessment lien shall conclusively be deemed to have attached. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or tract or any portion of any lot or tract as security for any interim construction loan and/or any permanent loan for financing improvements on said lot or tract, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect of any lot or tract during such time as the owner (or any person as purchaser from Western Lake, Inc., under a contract to purchase then in force) of such lot or tract, after having made written application for membership in said Western Lake Estates Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, their families and their authorized guests accompanying said members, provided, however, it is further understood that said Association shall not by these restrictions be precluded from making additional reasonable personal assessments against its members, including, without limitation, additional personal assessments on account of more than one house and/or mobile home being placed on one lot or tract (but said association shall not make any additional assessment against any lot or tract), as well as other reasonable rules and regulations, as a condition to the right of its members, their families and their authorized guests, to use said swimming pool, clubhouse, parks, riding arena, and recreational areas. Commencing on the last Friday in April, 1974, Western Lake Inc. shall not be eligible for membership in Western Lake Estates Owners Association; no assessment shall be made against Western Lake Inc. at any time; assessments against lots or tracts owned by Western Lake Inc. shall accrue, and liens securing some may attach, only such times as a contract to purchase said lots or tracts from Western Lake Inc. is then in force.

13. Any building, structure, or improvements, commenced upon any lot or tract shall be completed as to exterior finish and appearance within six (6) months from the commencement date. All lots and acreage tracts shall be kept clean, mowed, and free of any boxes, rubbish, trash, and other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot or acreage tract shall further be subdivided prior to January 1, 1972, except that fraction of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used as a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns. No "For Sale" signs are to be displayed on lots or tracts prior to October 1, 1971, without the approval of the Architectural Control Committee.

15. If the owner of any lot hereunder, or any other person, shall violate any of the covenants herein, it shall be lawful for any other persons owning any real property situated in said Blocks to prosecute any proceedings at law or in equity against the person or persons violating or attempting to

violate any such covenant and wither to prevent him or them from so doing or to recover damages or other dues from such violation, or both.

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

17. In respect only to Lot 100, Section D, as included in the plat recorded in Volume 360A, Page 12, Deed Records, Parker County, Texas, those certain Subdivision Restrictions recorded in Volume 529, Page 328, Deed Records, Parker County, Texas, are hereby cancelled and superseded by these Subdivision Restrictions.

(The “undersigned” hereinabove referred to is the developer, Western Lake, Inc.)

Sign: _____
President of the Board of Directors

Print: _____
President of the Board of Directors