

## SUBDIVISION RESTRICTIONS

### Sections A, D, E, F, G, H & I

#### Holiday Villages of Fork Subdivision

1. There shall be established an Architectural Review Authority (the "ARA") composed of a minimum of three (3) members appointed by the Board of Directors to protect the owners of lots hereunder against such improper use of lots 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 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 therein. Members of the Architectural Review Authority shall serve a 1-year term and shall be appointed by the Board of Directors at the Annual Membership meeting each year.
2. Subject to the provisions of numbered sections 10 and 11 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 750 square feet), a tool storage building (minimum floor area of 30 square feet and maximum floor area equal to 25% of the floor area of the residence erected or maintained on such lot), a private garage and a private boathouse for the sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. No lot hereunder may be used as a residence unless a residential structure complying with these

restrictions has been placed or constructed on such lot and unless such structure has been connected to [water](#) and sewage disposal facilities complying with all provisions, rules, regulations and requirements of governmental bodies and agencies having jurisdiction.

3. Subject to the provisions of numbered sections 10 and 11 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; [except that buildings, fences and structures approved by the Architectural Review Authority previously, may be relocated within the subdivision.](#) (ii) 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 by the Architectural Review Authority, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof, except those metals [designed specifically for roofing and siding](#) or siding materials will be used without written approval of the Architectural Review Authority on any structure, and (iv) the exterior of any building (excluding roof, glass and masonry) must be painted or stained.
4. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view [when piers or pilings are used](#). Each HUD-code manufactured home and modular home shall be underpinned within sixty (60) days after the date the home is placed on the property.
5. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the undersigned or the Architectural Review Authority. Culverts for driveways on lots shall be a minimum of twenty feet (20') in length, a maximum of forty feet (40) in length, a minimum of fifteen inches (15") in diameter and may be made of any material approved for use for this purpose by Wood County and [approved by the Architectural Review Authority](#). [Culverts and driveways shall be considered a permanent improvement even when placed on an adjacent easement or right of way. Culverts placed in the ditch are the responsibility of the property owner and use of the ditch area by such property owner is a limited easement for driveway access to the property.](#)



6. No building, fence, or other structure or improvements, including interior finish work of structures placed as a residence, shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, a plan showing the proposed location of the structure and such other matters as the Architectural Review Authority may reasonably request) have been submitted to and approved in writing by the Architectural Review Authority in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. The Architectural Review Authority is authorized to charge a one-time permit fee for approval of plans and specifications. Such fee shall be payable to HV of Fork Owners Association, and the amount of the fee shall not exceed the greater of (i) 4/10ths of one percent of the cost of the improvements for which approval is being sought, or (ii) \$40, whichever is greater. This fee is dedicated to the road fund to help offset the stress on the roads from material and supply deliveries. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. NO building exceeding two (2) stories in height shall be erected or placed on any lot except as approved by the Architectural Review Authority. All construction, modifications and fixed improvements are subject to inspection by the manager during the construction phase. Such inspection shall be for the purpose of verifying compliance with these deed restrictions and the site plan filed with the permit's applications. Approval by management and/or compliance officer shall not be considered as a "safety inspection" or approval of electrical or plumbing methods that may require an inspection by State inspectors.
7. Subject to and without impairment of the easements reserved or granted in these restrictions and all rights or easements held by the undersigned or others, fences shall be permitted to extend to the boundary lines of all lots and/or tracts hereunder, except fences shall not be permitted along or within ten (10) feet of any front boundary line (Front boundary line is defined as a street side which is assigned a separate "9-1-1" address) of any lot or tract hereunder; provided, that the undersigned may in its sole discretion grant a variance on a case-by-case basis. No building, HUD-code manufactured home, modular home, eave overhang or structure, recreational vehicle, or recreational vehicle expansion or

fixed object other than a fence shall be located or permitted to remain on or over any of the utility easement areas reserved or granted in these restrictions.

8. No animals or birds, [hooved animals, poultry or other farm animals except common](#) household pets shall be kept on any lot. Dogs shall be permitted only if continuously [under the control of the owners, constrained](#) by leash or within a fenced area. No more than a reasonable number of household pets may be kept on any lot. [No pets or animals may be kept or maintained for any commercial purpose, except by licensed breeders that are in compliance with rules and policies as set by the Board of Directors.](#)
9. The discharge of firearms on the lots hereunder is prohibited [within the subdivision, except as may be required for public/personal safety or for the control of dangerous animals.](#)
10. Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these Restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently. Camping shall be permitted on all lots hereunder but shall be limited to the use of recreational vehicles (including park models, pickup campers, cabover campers, camping trailers, van conversions, fifth-wheel trailers, motor homes, mini-motor homes and travel trailers), tents, and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Review Authority. [“Good repair” shall include but not be limited to properly maintained siding, roofs and windows.](#) No recreational vehicle may be placed or permitted to remain on any lot hereunder unless it is covered by a valid permit issued by the Architectural Review Authority, [prior to entry into the subdivision.](#) Such Authority is authorized to charge an [annual fee not to exceed \\$25](#) per year for the issuance and renewal of a permit, which shall be payable to HV of Fork Owners Association. [Failure to pass inspection to qualify for a permit shall be grounds to have such non-permitted recreational vehicle removed from the subdivision, Recreational vehicles \(as defined above\) must have all running gear including tires and axles, and must be kept intact.](#) No fee may be required for tents and similar types of temporary camping shelters. Tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Pickup campers or cabover campers are



prohibited on the lots hereunder unless affixed to the vehicle for which they are designed. Converted buses shall not be placed, and may not remain on, any lot hereunder. HUD-code manufactured homes and modular homes may be placed and used on all lots hereunder only if a permit for same has been issued, and prior written approval of same has been granted by, the Architectural Review Authority. The Architectural Review Authority requirements are that the HUD-code manufactured home or modular home: (a) shall be no more than **ten (10)** years old at the time it is placed on the property; (b) shall have a **minimum living space serviced by heating and/or cooling** of 750 square feet; (c) shall be in good repair and of attractive design and appearance; (d) shall be under skirted with materials approved by the Architectural Review Authority; (e) shall be securely anchored in accordance with the minimum requirements of the State of Texas; and (f) shall, prior to occupancy, be lawfully connected to **water** and sewage disposal facilities, complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence or HUD-code manufactured home or modular home may be constructed and/or placed on any one lot. **No more than two (2) recreational vehicles may be placed on one lot.** Mobile homes which are not HUD-code manufactured homes shall not be placed or permitted to remain on any lot hereunder.

- 11.** Perpetual easements are reserved to the Association for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, over, under and across all land (i) along and within ten (10) feet of the front boundary lines of all lots and/or tracts hereunder, and (ii) in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which a governmental authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and

egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities.

- 11a. ASSOCIATION'S ACCESS EASEMENT. Each owner grants to the Association and its representatives, access and entry to every utility easement and common area as recorded on the plat or recorded in the deed records, to perform and to enforce architectural and use restrictions, to respond to emergencies, and to perform other duties required by the governing documents. **NOTE** (This paragraph refers strictly to access to easements and barriers or enclosures that may be on the easement, allowing for repair or improvement, particularly where drainage runs through an easement. This does not mean the officers or staff are going to arbitrarily enter any owner's property for any reason.)
12. The Association through its Board of Directors may, on any lot and/or lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, multi-family housing, and other recreational and/or community facilities, campsites, camping pads, and restrooms, sales offices, water plants and sewage treatment plants and related pumping, storage, operation and maintenance facilities, as well as lots for the excavation and/or storage of road construction and/or maintenance materials, and the like, or any other purpose that the undersigned may deem necessary or advisable, and **all other restrictions hereof shall not apply thereto.**
13. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of all sanitary plumbing, shall conform with the laws and requirements of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in nor under any lot hereunder, except into waste disposal



facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction. All occupied dwellings shall be connected to both water and sewer during times of occupancy. RV's and camping units that are occupied more than 21 days per month (continuous or cumulative) shall be required to comply with this restriction.

14. No lot or portion of any lot shall be used as a dumping ground for rubbish, refuse or trash as defined by Title 5, Chapter 343 of the Texas Health and Safety Code, nor for storage of items or materials (except during active permitted construction of a building ), and all lots shall be kept clean and free of any boxes, rubbish trash or other debris and inoperative cars, vans or buses. The placement of junked, abandoned, wrecked, or non-operating items of any kind, such as motorvehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. No refrigerators or appliances shall be allowed to remain outside in plain view.
15. No noxious or unlawful activity shall be conducted on any lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance (as defined by Title 5, Chapter 343 of the Texas Health and Safety Code), to the owner(s) of adjacent lot(s) or to the Subdivision as a whole.
16. Grass and weeds may not exceed 7 inches in height. Violation notices for grass and weeds shall be issued and allow 72 to 96 hours to comply, after which time the undersigned, or its duly appointed representatives or employees, shall have the right to enter upon the lot where said violation exists and mow the grass and/or eliminate the weeds, without liability to the Owner or Occupant, in trespass or otherwise. In such event, all fees and costs shall be paid by the owner, and failure to pay such fees and costs shall result in assessed fees being added to regular assessments and such fees and costs shall be added to and secured by the lien herein granted.
17. In the event of default on the part of the Owner or Occupant of any lot in observing the above requirements or any other maintenance requirement imposed by this Declaration, such default continuing after the Association has served thirty (30) days' written notice thereof, which notice shall be placed in the U.S. Mail to be delivered as certified mail, then the Association, by and through its duly authorized agent may begin legal action as needed to enforce compliance with these restrictions. Once legal action has commenced, the

owner of said lot will be liable for all court costs and legal fees as permitted by law. The Association may, upon court order, charge the Owner or Occupant of such lot for the cost of such work, and such costs shall become a part of the assessment payable by said Owners to the Association, and payment thereof shall be secured by the lien herein granted. If notice and an opportunity to be heard are given as provided by law, the Association is authorized to impose reasonable fines for violations of the provisions of this Declaration, the Architectural Guidelines or any Rules and Regulations adopted by the Association or the Architectural Review Authority pursuant to any authority conferred by either of them by the provisions of this Declaration, and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of such documents. Such fines, fees and costs shall be added to the Owner's assessment account, secured by the lien herein granted to the Association and collected in the manner provided in this Declaration. This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, and each Owner of a lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or Occupant of a lot by the Association or by another owner, the Association or other Owner, as the case may be, shall be entitled to the recovery of attorney's fees from the Owner or Occupant of the lot that violated this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

18. Subject to the provisions of numbered paragraph 19 hereof, as to each lot hereunder (other than any lots excluded from the provisions of this paragraph pursuant to numbered paragraph 9 hereof), an assessment is hereby made of \$52.00 per month as to each owner in Holiday Villages of Fork Subdivision; the word "owner" as used in this sentence, shall include also a purchaser of a lot in Holiday Villages of Fork Subdivision. Each owner and each purchaser of property in this subdivision shall be a member of HV of Fork Owners Association; provided, however, that the Developer may in its discretion resign its membership at any time as long as the Developer has no holdings or lease holdings within the subdivision. An assessed impact fee (equal to the amount of the current assessment) shall apply to all structures and recreational vehicles, or recreational vehicle parking areas, intended for rental purposes, as well as to any separate residence used for any tenancy, independent of any fees collected from the occupant by the property owner. This fee shall apply even if said



structure is on the same lot as the primary residence of the property owner and shall apply to each and every recreational vehicle that is connected to utilities. In cases of recreational vehicles, use of electricity alone to maintain batteries will not constitute full time use; however, hookup of electric and water or sewer shall be prima facie evidence of residential use. Such assessed impact fee is required to offset costs associated with additional use loads on infrastructure as well as amenities. Failure to keep the monthly impact fee current by the resident non-member or property owner shall be grounds for restriction from the previously stated amenities. Such restriction would include the property owner's right to use the amenities as well. At any time and from time to time, HV of Fork Owners Association (a Texas non-profit corporation) may elect, by majority vote of the entire Board of Directors **plus** a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

Beginning after January 1, 2005, the Board of Directors of HV of Fork Owners Association may elect by a majority vote of the entire Board of Directors of HV of Fork Owners Association to increase such assessments a maximum of two (2) percent per year cumulative, since the later of the following dates: (i) the effective date of the most recent increase (if any) approved by the members of such Association, or (ii) January 1, 1999. Said assessment shall accrue from the earlier date of the agreement for deed from the Developer as seller to a purchaser or of the conveyance by the Developer as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to HV of Fork Owners Association, its successors and assigns, the owner of said assessment funds, on January 1 of each year commencing in 1999 and in successive years said assessment lien shall conclusively be deemed to have attached.

Such assessment shall be payable monthly, quarterly, semi-annually or annually, in advance, as determined from time to time by the Board of Directors of HV of Fork Owners Association, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by **the fifteenth (15) day following the due date thereof a late fee shall apply**, the unpaid amount of such assessment shall bear

interest from such thirtieth (30<sup>th</sup>) day at the rate of eighteen percent (18%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest **or fees**, thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees.

19. The assessments described in numbered paragraph 18 hereof **may** be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community buildings and other improvements in Holiday Villages of Fork Subdivision, for the purchase and rental of land and other property and facilities by HV of Fork Owners Association, for security guards, for central garbage disposal containers at Holiday Villages of Fork Subdivision, for insurance and/or bond coverage related to any such improvements, facilities, guards or personnel, for the payment of property and other taxes, for the payment of utility costs and maintenance expenses in Section C of Holiday Villages of Fork Subdivision, for the repayment of any advances which may be made by the Developer or **financial institution** to cover the cost and expense of any of such purposes and uses, and for any other uses approved by the Board of Directors of HV of Fork Owners Association.

The use and benefit of the above-described improvements and facilities shall be restricted to the members of HV of Fork Owners Association, their families and authorized guests, owners and purchasers of undivided interests in Section C (lot 2R only) of Holiday Villages of Fork subdivision; provided, however, that the owner or purchaser of a lot or lots in Holiday Villages of Fork Subdivision may assign the right to use such improvements and facilities to a person who is a lessee or renter of such lot or lots, in which case such owner or purchaser shall cease to hold the right to use such improvements and facilities as an owner or purchaser of such lot or lots. Such assignment shall not be effective unless the owner or purchaser gives written notice thereof to such Owners Association. Any such assignment may be revoked by such owner or purchaser at any time by written notice to such Owners Association. Notwithstanding any such assignment, the owner or purchaser shall retain the right to cast votes as a member of such Owners Association, subject to all provisions of the By-Laws of such Association. "Holiday Villages of Fork Subdivision," as such term is used in these Subdivision Restrictions, shall include the property covered by these Subdivision Restrictions. The lien securing such assessments shall **not** be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or



any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has therefore been constructed, **except any lien held by the Developer or by which a variance shall have been granted by the Association. Aforementioned variance process shall require that loan originators must agree to establish an escrow or other means to guarantee that the assessment on the financed lots will be paid to the Association.** Assessments against lots owned by the Developer shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force and no assessment shall be made against the Developer nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated). At any time, as to any lot then owned by the Developer not covered by a contract with the Developer then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled.

20. No lot which is under a contract of sale then in effect, with the Developer being the seller thereunder, may be subdivided without the consent of the Developer, which consent may be granted or withheld at the sole discretion of the Developer. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the **Board of Directors.**

21. No water well shall be permitted on any lot hereunder, except on such lots as may be hereafter specifically designated in writing by the Developer and/or by any other party authorized by the **Board of Directors** to so designate such excepted lots. **No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.**

22. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Wood County,

HV of Fork Owners Association and/or any person or entity, as defined herein after, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues/assessments for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity," as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the Developer shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place, **except that the Developer shall be responsible for violations and the cure of such violations at any time that the Developer holds rights to a lot or property either prior to sale or upon repossession of a lot or property with the subdivision.**

23. **Afore mentioned HV of Fork Owners Association shall operate under the direction of its duly elected Board of Directors. Such Board of Directors shall direct the affairs and management of the Association and shall consist of five (5) Directors. Said board shall have full power and authority to carry out the purposes of the Association and to do any and all lawful acts necessary or proper thereto, including but not limited to:**

- (I) Provide an annual proposed budget to the membership.**
- (II) Adopt and publish rules, regulations, and policies governing all areas of the subdivision, including but not limited to the personal conduct of the members and their guests thereon, and to establish penalties or fines for infractions thereof.**
- (III) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By Laws or the Articles of Incorporation or the Restrictions of the Subdivision.**
- (IV) By a majority vote of the Board of Directors, the President and/or the treasurer may secure a loan upon real property held by the Association if**



the proceeds of such loan are for repair, improvement or addition to existing infrastructure, structures or facilities. Loans against real property cannot be used to establish a new or separate capital expenditure.

Loans approved by the Board of Directors that are guaranteed by future assessments, or by special assessment, may be secured for use in establishing a new or separate capital expenditure, or for major renovation of infrastructure.

24. Neither the Developer, nor the Directors, officers or representatives of the Developer, nor the Architectural Review Authority nor the members of said Authority, nor the Directors nor officers of HV of Fork Owners Association, shall have any personal liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

25. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designated, either directly or indirectly, to improve safety in or on the Property, except that, for health and safety reasons, the Board of Directors shall be tasked with setting a safe speed for all HV of Fork Common Area Roadways.

Such speed limits should be written as a rule with applicable fines and restrictions attached to any violation and such speeds should be based on the premise that—

- (a) An operator may not drive at a speed greater than is reasonable and prudent under the circumstances then existing.
- (b) An operator:
  - (1) May not drive a vehicle at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards then existing; and
  - (2) Shall control the speed of the vehicle as necessary to avoid colliding with another person or vehicle(s) that is on or entering the highway in compliance with the law and shall comply with the duty of each person to use due care.

Each owner and resident acknowledge and agree, for himself and his guests, that the Association, and its directors, officers, committees, agents and employees are not providers, insurers, or guarantors of safety or security within the Property. Each owner and resident acknowledges and accepts

his/her sole responsibility to provide security for his/her own person and property and assumes all risks of loss or damage to same.

Each owner and resident further acknowledges that the Association, and its directors, officers, committees, agents and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken with regard to the Property. Each owner and resident does acknowledge and agree that the Association, and its directors, officers, committees, agents, and employees may not be held liable for any loss or damage.

26. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the ARA and/or the Board. Further, each owner covenants to honor any drainage easement affecting his/her Lot, as shown on the plat or as required by any master drainage plan enacted by the Association. Specifically, each owner agrees (1) to maintain the integrity of the drainage design of his/her lot by not filling or altering drainage swales that are constructed on the lot as required by the ARA; (2) to not construct fences that impede or deflect the flow of water across his lot; (3) to not impede or deflect the flow of water in drainage areas by placing objects or by planting excessive landscaping in those areas; and (4) to conform the design and construction of sidewalks, driveways, and foundations in drainage areas to the ARA drainage scheme.
27. RISK. Each resident uses all common area amenities-including the swimming pool-at his/her own risk. All common area amenities-including any access gates-are unattended and unsupervised. Each resident is solely responsible for his/her own safety and that of his/her guests. The Association disclaims any and all liability or responsibility for injury or death occurring from the use of the common area amenities.
28. At any time after **December 31, 2035** any provisions contained in these Subdivision Restrictions (except as hereinafter provided) may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at



a meeting of the members of HV of Fork Owners Association duly convened, provided that prior written notice is [emailed](#) or mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Wood County, Texas, and shall be effective upon the date of such recordation. Notwithstanding the foregoing, none of the provisions of numbered Paragraphs 11, 19, 20, 21 or 22 hereof or this sentence may be amended or repealed without the written consent of the Developer.

29. The “Developer”, as such term is used herein, shall mean. [Texas Holiday Villages LLC, AOG Elite Development Group LLC](#) and/or any person or entity to whom Texas Holiday Villages LLC may hereafter, from time to time, by documents(s) recorded in the Office of County Clerk, Wood County, Texas assign any or all of the rights or powers of the Developer hereunder, and/or any successive assignees of such rights or powers.

30. 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.

(The “undersigned” hereinabove referred to is [HV of Fork Owners Association and/or its Board of Directors](#)).