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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.

The undersigned and/or its designees 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, and numbered paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

10. 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 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. Not more than one dwelling may be served by a single water connection.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. Each HUD-code manufactured home and modular home shall be underskirted within sixty (60) days after the date the home is placed on the property. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during 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. Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under any provision of these Subdivision Restrictions and remove the incomplete structure or other item(s) which constitutes the violation at the expense of the offending party.

12. Subject to the provisions of numbered paragraph 13 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 (i) \$12.00 per month with respect to the total of lots, the owner of which owns one or two lots in Holiday Villages of Fork Subdivision, (ii) \$18.00 per month with respect to the total of lots, the owner of which owns three lots in Holiday Villages of Fork Subdivision, and (iii) \$24.00 per month with respect to the total of lots, the owner of which owns four or more lots 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. 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 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 of the 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, on which date in the year 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, either in arrears or 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 thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from such thirtieth (30th) 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 thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees.

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13. The assessments described in numbered paragraph 12 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 Sections B and C of Holiday Villages of Fork Subdivision and other areas designated by the Developer for periodic camping use, for the repayment of any advances which may be made by the Developer or its affiliates 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 Sections B and C of Holiday Villages of Fork Subdivision and other areas designated by the Developer for periodic camping use, and other persons and classes of persons designated by the Developer; 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

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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 and all other property in Wood County, Texas, which may have heretofore or may hereafter be subdivided, platted and/or designated by the Developer as a portion of Holiday Villages of Fork Subdivision. The lien securing such assessments shall be junior and subordinate to any lien which may be placed on an 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 theretofore been constructed, and/or any lien held by the Developer. 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.

14. No lot which is under a contract of sale then in force, 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 Developer.

15. 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 Developer to so designate such excepted lots.

16. 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 hereinafter, 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 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.

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17. Neither the Developer, nor the directors, officers or representatives of the Developer, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of HV of Fork Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

18. At any time after December 31, 2025, 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 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. At any time prior to December 31, 2015, any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part, in respect to any one or more Sections of Holiday Villages of Fork Subdivision by the vote of a majority of the votes cast at a meeting of the members of HV of Fork Owners Association called by the Developer and duly convened, provided that the Developer is the record owner of a majority of the lots in each such Section and provided further that prior written notice is mailed by the Developer to each member of said Association who is an owner or purchaser of property in such Section(s) (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 9, 13, 14, 15 or 17 hereof or this sentence may be amended or repealed without the written consent of the Developer.

19. The "Developer," as such term is used herein, shall mean Fork Holiday Villages, L. P. and/or any person or entity to whom Fork Holiday Villages, L.P. may hereafter, from time to time, by document(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.

20. Invalidation of any one or more of these covenants and restrictions by judgment 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.

EXECUTED THIS the 27th day of January, 1999.

FORK HOLIDAY VILLAGES, L.P.,
a Texas limited partnership

By: TECON RESORTS, INC.,
its General Partner

By: [Signature]
Jack T. Roe, Vice President

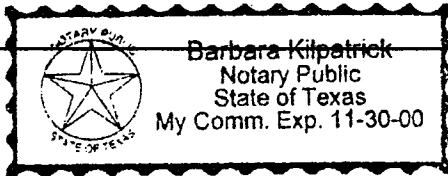


[Signature]
Robert V. Hardwick, Secretary

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

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This instrument was acknowledged before me on this the 29th day of January, 1999, by Jack T. Roe, Vice President of TECON RESORTS, INC., a Texas corporation, General Partner of FORK HOLIDAY VILLAGES, L.P., a Texas limited partnership, on behalf of said partnership.



Barbara Kilpatrick
Notary Public, State of Texas

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Filed for Record in:
Wood County,

On: Jan 29, 1999 at 03:41P

As a
Recordings

Document Number: 0030856

Amount 23.00

Receipt Number - 18604

By,
Melba

STATE OF TEXAS

COUNTY OF WOOD

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Wood County,
as stamped hereon by me.

Jan 29, 1999

Honorable Brenda Taylor, County Clerk
Wood County,

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page fee
6116 72 Central Exp
Suite 1306
Dallas 75206