

HIDE-A-WAY LAKE CLUB, INC.

# DEED RESTRICTIONS

MARCH 1995

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OF

HIDE-A-WAY LAKE SUBDIVISION AND LAKE HIDE-A-WAY SUBDIVISION containing together Units 1, 3, 5 to 25 inclusive; and 28 to 42 inclusive; and lots numbered 1 to 27 inclusive, 55 to 98 inclusive, 109 to 330 inclusive, 332 to 340 inclusive, 343 to 353 inclusive, 363 to 673 inclusive, 678 to 1252 inclusive, 1301 to 1480 inclusive, 1485 to 1544 inclusive, 1548 to 1549 inclusive, and 1553 to 2024 inclusive; plus that certain lot, part of the I.T.T. Simms survey, Abstract No. 1181, on which is built condominium units described at Unit 50, all located in Smith County, Texas.

The current Declaration of Covenants, Conditions, and Restrictions covering the above-described properties state that said declarations may be changed by consent of a majority of lot owners twenty-five years from the date said declarations were first impressed upon the properties. The twenty-five year period will end for each of the above described properties in 1992, 1993, 1994, or 1999.

THEREFORE, to carry out a general plan of development and maintenance of the above-described properties, a majority of the lot owners desire to adopt, establish, and impose the following covenants, conditions, and restrictions on the above-described properties to become effective as follows (Smith County filing information is also shown):

HIDE-A-WAY LAKE UNIT NO. 25 SUBDIVISION - 6/25/93;

LAKE HIDE-A-WAY UNIT NO. 28 SUBDIVISION - 7/23/93;

LAKE HIDE-A-WAY UNIT NO. 29 SUBDIVISION - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 30 SUBDIVISION - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 31 SUBDIVISION - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 32 SUBDIVISION

LOTS 1582 through 1607 - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 33 SUBDIVISION - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 34 SUBDIVISION - 9/3/93;

LAKE HIDE-A-WAY UNIT NO. 32 SUBDIVISION

LOTS 1564 through 1581 - 11/18/93;

LAKE HIDE-A-WAY UNIT NO. 35 SUBDIVISION - 10/8/93;

LAKE HIDE-A-WAY UNIT NO. 36 SUBDIVISION - 11/25/93;

LAKE HIDE-A-WAY UNIT NO. 37 SUBDIVISION - 11/25/93;

LAKE HIDE-A-WAY UNIT NO. 38 SUBDIVISION - 11/25/93;

LAKE HIDE-A-WAY UNIT NO. 39 SUBDIVISION - 11/25/93;

LAKE HIDE-A-WAY UNIT NO. 40 SUBDIVISION - 11/25/93;

HIDE-A-WAY LAKE UNIT NO. 41 SUBDIVISION - 8/6/94;

LAKE HIDE-A-WAY UNIT NO. 42 SUBDIVISION - 8/6/94;

HIDE-A-WAY LAKE UNIT NO. 44 SUBDIVISION - 8/4/92;

#23097,v3260,p220

LAKE HIDE-A-WAY UNIT NO. 50 SUBDIVISION - 3/29/99;

Reference throughout this instrument to Hide-A-Way Lake Club shall mean both Hide-A-Way Club, Inc., and Hide-A-Way Lake Home Owners, Inc., unless otherwise stated or specifically set forth.

Reference throughout this instrument to the CLUB, CLUB members, CLUB property, etc., shall mean Members, property, etc., of Hide-A-Way Lake Club, Inc.

Reference throughout this instrument to MEMBER or CLUB MEMBER shall mean members of Hide-A-Way Lake Club, Inc., which term is defined in the BYLAWS of Hide-A-Way Lake Club, Inc.

### **I. RESERVATIONS, EASEMENTS**

- A. Easements for construction, operation, and maintenance of public utilities shall be those reserved on the plats recorded for each unit.
- B. Easements reserved on the said recorded plats for the construction, operation, and maintenance of public utilities are also reserved for use as hiking and riding trails by members of Hide-A-Way Lake Club.

### **II. SPECIFIC LAND USE**

- A. All lots shall be used for residential purposes. No business usage is allowed if such use entails multiple business-connected vehicle parking. Also, no merchandise, commercial stock, or materials may be visible stored on any lot.

No lot may be used for storing or parking heavy construction equipment, trucks, or trailers; and other business-related equipment is prohibited EXCEPT during construction periods.

Construction equipment parking must conform to the **HIDE-A-WAY LAKE CLUB BUILDING CODE** in effect at the time of construction.

- B. No soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction, any additional cutting of trees at **any time** shall be done only upon written approval of Hide-A-Way Lake Club.
- C. No building shall be erected on any lot or lots other than one single-family dwelling with garage, if any, except for those outbuildings described in the **HIDE-A-WAY LAKE CLUB BUILDING CODE**. the floor area of any dwelling or cottage--exclusive of garage, porches, and basements--shall not be less than the **HIDE-A-WAY LAKE CLUB BUILDING CODE** in effect at the time the Building Permit is issued.
- D. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- E. All construction must be permitted as provided for in the **HIDE-A-WAY LAKE CLUB BUILDING CODE** in effect at the time of construction. All construction must be completed within the time specified in said building code. If construction is not completed within that time, a new permit or an extension must be obtained as provided in the **HIDE-A-WAY LAKE BUILDING CODE**.
- F. No outhouses shall be permitted on any part of the property; all lavatories, toilets, and bath facilities shall be installed indoors.

### **III. BUILDING RESTRICTIONS**

- A. No building shall be erected on any lot until the plans, specifications, and plot plan therefor have been approved in writing by Hide-A-Way Lake Club, its successors, and assigns.
- B. Compliance with the **HIDE-A-WAY LAKE CLUB BUILDING CODE**, hereinafter referred to as Building Code, is required. The Building Code may be modified or changed from time to time by

action of the Hide-A-Way Lake Club, Inc., Board of Directors. Therefore, when the activities described in the Building Code are carried out, the Building Code currently in effect at that time shall apply unless superseded by directives issued by Federal, State, or County regulatory authorities. the Building Code covers but is not limited to the activities described below in Paragraph III.C. (1 through 9).

- C. (1) **Construction Requiring Permits.** All construction and modifications to dwellings, outbuildings, and miscellaneous as defined in the Building Code require construction permits.
- (2) **Permits** for all construction or modifications of existing structures, including waste treatment systems, must be obtained in accordance with the Building Code.
- (3) **Set Back Requirements.** Building setbacks from the roadside lot line will be twenty-five (25) feet for all lots with the exception of waterfront lots where the building setback will be fifteen (15) feet from the roadside lot line. Steps, eaves (up to four feet in width), and open porches and decks which are uncovered and not enclosed by other than handrails (three feet or less in height) shall not be considered as part of a building. All other setback requirements and interpretations will be as described in the Building Code current at time of construction.
- (4) **Storage Buildings.** Storage buildings will be regulated as described in the Building Code.
- (5) **Construction, Modification, and Use of Streets/Parkways and Lake Shore Properties.** New roadways and existing roadways will be constructed, maintained, and used as described in the Building Code.

Lake shore property--including seawalls, bulkheads, retaining walls, piers, boathouses, and boat slips--shall be constructed, modified, and maintained as described in the Building Code.

- (6) **Use of Parkways.** A parkway is the paved and/or unpaved area of the platted utility easement. It extends from the surfaced area of the street to the outer utility easement line (often referred to as the front property line). Due to safety considerations, parkways shall not be used for storing or permanently parking vehicles or materials. Exception can be made for temporary use during construction. Provision for permanent parking of vehicles must be provided within an owner's property. Parking of vehicles on parkways for an extended period of time is prohibited. The vehicles prohibited by the Building Code from extended parking on parkways (whether on surfaced or unsurfaced portions of the street right-of-ways) shall include automobiles, trucks, boats, trailers of all types, and recreational vehicles.

**An extended period of time** shall be defined as parking on any part of the prohibited area for more than forty-eight (48) hours in **any** seven (7) day period, whether the forty-eight hours be continuous or interrupted, for house guests who otherwise have nowhere to park.

Vehicles or material parked or stored in violation of these restrictions will be tagged by Security and the lot owner will be notified of the violation. If the vehicle or material is not removed within thirty (30) days, the Hide-A-Way Lake Club shall have the right to remove the material or vehicle to the storage location and charge the removal and storage costs back to the lot owner.

- (7) **Construction.** Compliance with the Building Code is required in regard to concrete truck regulations, foundation specifications, fireplace specifications, culvert specifications and regulations, contractor regulations, and building trash regulations.

During lot preparation and ensuing construction, the contractors and lot owner shall exercise due diligence to ensure:

- (a) that natural drainage is not obstructed or diverted and
- (b) that any soil and/or building materials (such as top soil, fill dirt, gravel, sand, trash, etc.) are not deposited onto any other lot owner's property or onto Hide-A-Way Lake Club property (including drainage ditches) by rains, winds, or any other means, deliberate or accidental.

**In the event of non-compliance whether damage is a fact or impending, the CLUB shall have the right to immediately suspend the Building Permit until such time as the CLUB agrees that the damage to other property has been corrected and/or that appropriate steps have been taken to prevent impending damage to any other property. Any costs incurred by the CLUB in correcting such damages shall be borne by the Owner. Notice of such action by the CLUB shall be give to the Contractor and the Owner.**

**In cases of Building Code violations, the CLUB has the right to levy a fine on Hide-A-Way Lake Club Member Contractors; and, the CLUB has the right to refuse access to Hide-A-Way to those Contractors who are non-members of Hide-A-Way Lake Club.**

**No building permit will be issued for subsequent projects where the Owner and/or Contractor is responsible for an unresolved violation.**

- (8) **ELECTRICAL.** All electrical work shall comply with the Building Code.
- (9) **PLUMBING.** All plumbing including potable water systems, waste treatment systems, lawn sprinkler systems, and swimming pools and spas shall be installed in accordance with the Building Code, applicable ByLaws, and all Federal, State, or local authority regulations.

#### **IV. GENERAL REGULATIONS**

- A. Hide-A-Way Lake Club shall have the right to enforce all rules and regulations currently in effect or as they may be amended from time to time by the Board of Directors; and, the right to enforce any new rules and regulations made by the Board of Directors.

These rules and regulations shall include, but shall not be restricted to, rules for usage of the Lodge, Lake Room, and Pro Grill facilities; Swimming Pool and Beach Rules; Golf Rules and Regulations; Signage Rules and Regulations; Animal Control Regulations; Lake and Park Recreations Rules and Regulations; Security Regulations including Traffic Control; the Hide-A-Way Lake Club Building Code; and the ByLaws of Hide-A-Way Lake Club and Hide-A-Way Lake Homeowners.

The Board of Directors shall have the right to enforce these rules and regulations by appropriate means including, but not restricted to, the right to levy fines for violations.

- B. The pumping of water from any lakes or ponds is prohibited except by special permit, in writing, granted by Hide-A-Way Lake Club.
- C. No water well shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lots, but nothing herein contained shall be construed as prohibiting Hide-A-Way Lake Club, its successors, assigns, or nominees from drilling a well, or wells, on any property located in or near the Club boundaries for the purpose of supplying water to the owners of any property in the said Club boundaries or in any addition thereto; provided, however, that until water is available to the owners of any of said lots, Hide-A-Way Lake Club will grant written permits, upon proper application, for the drilling of temporary wells and for the temporary operation thereof said water for domestic uses shall become available to said owners.
- D. To protect the health and well being of Hide-A-Way residents, no animals, livestock, or poultry of any kind shall be kept on any lot, except well-behaved household pets shall be allowed. Animals

which interrupt the quiet of the neighborhood or cause reasonable concern for safety of persons, pets, or property are prohibited.

All households must comply with the Hide-A-Way Lake Club, Inc., **Animal Control Regulations** in effect at the time these covenants, conditions, and restrictions become effective or as such **Animal Control Regulations** may be later amended and revised.

- E. All signs, billboards, or advertising structures of any kind are prohibited except for those allowed in the Hide-A-Way Lake Club, Inc., **Signage Rules and Regulations**.

All households must comply with the Hide-A-Way Lake Club, Inc., **Signage Rules and Regulations** either in effect at the time these covenants, conditions, and restrictions become effective or as the Signage Rules and Regulations may be later amended and revised.

- F. Outside burning of leaves, trash, etc., is not permitted. Use of outside barbecue equipment for cooking purposes where fire is contained and carefully supervised is permitted.
- G. The use of firearms within the Hide-A-Way Lake Club, Inc., boundaries is prohibited except in areas that may be designated for such purpose by Hide-A-Way Lake Club.
- H. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to lot owners within the Club boundaries.
- I. No stripped down, partially wrecked, or junked motor vehicle or sizable part thereof shall be permitted to be parked on any street, parkway, lot, Club storage area, or any other property within the club boundaries.

Vehicles must be currently licensed and comply with safety regulations as stated in the Security Rules and Regulations of Hide-A-Way Lake in effect at the time and as amended.

- J. All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such a manner so as not to become unsightly or dangerous to life or property by reason of dead trees, unattractive growth (such as overgrown weeds or grass), or the accumulation of rubbish or debris thereon. No garbage or other refuse shall be dumped, stored, or accumulated on any lot or be thrown on any lot or into the lakes.
- K. Any structure which may be destroyed in whole or in part by fire, windstorm, vandalism, or other means must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than ninety (90) days. After the ninety (90) days, the Club must consider such structure an abandoned "attractive nuisance" and the Club must take action to bring into compliance the structure and/or lot as allowed in IV-L thereby protecting the safety of other Hide-A-Way members and property.
- L. Thirty (30) days after Hide-A-Way Lake Club has mailed to the property owner a **Notice of Violation** of these **GENERAL REGULATIONS**, Hide-A-Way Lake Club shall have the right to undertake and perform or contract for the work or other action necessary to protect Hide-A-Way members and property from such dangerous conditions or to bring into compliance any lot and/or improvements thereon which are in violation of these **GENERAL REGULATIONS**; and, Hide-a-Way Lake Club shall further have the right to charge reasonable costs back to the lot owner for such expenses incurred.

## **V. OPERATION AND MAINTENANCE OF RECREATIONAL, SOCIAL, AND CULTURAL FACILITIES**

- A. No sale, transfer, lease, or other disposition of any lot within the boundaries of Hide-A-Way Lake Club shall be consummated unless and until the purchaser or transferee has applied for and has been approved as a member of Hide-A-Way Lake Club, Inc., its successors or assigns, and hereinafter referred to in Paragraph V.-B. This restriction shall not apply, however, to lenders who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of the intestacy laws of the State of Texas.

The exclusion of membership for lenders who obtain ownership through foreclosure shall not be applicable if such lender thereafter uses the property for lender's own benefit (i.e., lives on property, leases property, etc.).

- B. Upon approval of an application for membership in Hide-A-Way Lake Club and the simultaneous execution of a Contract for Deed or the acceptance of a Deed, each owner shall become a member of Hide-A-Way Lake club, Inc.

Said membership shall be conditioned upon observance of the rules and regulations established by said club for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the club shall find necessary for the maintenance of the club facilities and services, including but not limited to the maintenance of lanes, roads, parks, lakes, and any other services and benefits which said club may provide for the benefit of the lots, club facilities, and members.

By acceptance and retention of title to any lot within the boundaries of Hide-A-Way Lake Club, each Grantee, his heirs, and assigns who are or become members of Hide-A-Way Lake Club do hereby covenant and agree that said Hide-a-Way Lake Club, its successors, and assigns shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney fees incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs, or assigns may enter into with Hide-A-Way Lake Club.

- C. Notwithstanding anything to the contrary contained herein, Hide-A-Way Lake Club, its successors, and assigns reserves for itself and its designated agent or agents the right to use any Club-owned lot, or lots, within the Club boundaries for a temporary office location together with further right to dedicate and/or use such lots within the said Club boundaries as they may deem necessary or desirable for the use or benefit of property owners and Club members.

## **VI. TERM OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

- A. These newly-approved restrictions, covenants, and conditions may be enforced by Hide-A-Way Lake Club, Inc., and/or Hide-A-Way Lake Home Owners, Inc., herein or by the owner of any lot within the Club boundaries, either by proceedings for injunction or to recover damages for breach thereof, or both.

However, only the said Hide-A-Way Lake Club heretofore referred to, its successors, or assigns may file suit to collect any of the charges and expenses mentioned in Section V of these said restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, with said suit to be filed in any Court of competent jurisdiction and with venue to be in Smith County, Texas.

- B. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them until April 25, 2002, after which time said restrictions, covenants, and conditions shall be automatically extended, for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners in said Unit Subdivisions has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or Court order, it shall not affect the validity of any other provision or portion thereof.