



services are not allowed to have a fire. If any burning is done by a person other than the property owner or adult guest, the owner will be subject to a \$500.00 fine and court cost. It is the responsibility of the property owner to advise all contractors or subcontractors, and yard service of this ban. If a burn ban is ordered by the County or the Franklin County Water District, no fires will be allowed except those permitted by the order.

3. **FLOOR AREA.** Ground floor area of the main structure of houses, exclusive of porches and garages, on minimum 1/2-acre lots shall not be less than 1325 square feet.

4. **RELOCATION OF BUILDINGS.** Construction of new building only shall be permitted, it being the intent of these restrictions and covenants to prohibit the moving of any existing building, including but not limited to mobile homes, manufactured homes and any other prefabricated building, onto a lot and remodeling or converting same into a dwelling unit in this subdivision.

5. **SPECIAL BUILDING REQUIREMENTS.** All service lines from the utility company's service location to the residence shall be placed underground in accordance with local codes.

6. **WATER SUPPLY.** No individual water system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with requirements, standards and recommendations of the local health authority and/or the Franklin County Water District (the "Water District"). Approval of such system as installed shall be obtained from such authority and presented to the POA for approval before construction.

7. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the permitting authority and/or the Water District. Approval of such system as installed shall be obtained from the permitting authority and/or the Water District.

8. **GARAGE STORAGE.** Any garage being used for storage shall be kept closed at all times except when in immediate use for ingress or egress. No open carport shall have storage doors open to street.

9. **FENCES.** No chain-link or privacy fence shall be constructed, including animal pens (as per Paragraph 21). Any other type of fence must be approved by the Property Owners Association in accordance with Paragraph 14.

10. **SOIL AND TREES.** No soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing and/or maintenance of the foundation and the structure site, and driveway for construction, removal of dead or dying trees, or for furnishing of utility services. Any additional cutting of trees shall be done only upon written approval of the Property Owners Association in accordance with Paragraph 14.

11. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, camper, tent, mobile home, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently or for any other purpose.

12. **SANITATION AND UNSIGHTLY OBJECTS.** All lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other

equipment for the storage or disposal of garbage and trash shall be kept in clean, sanitary condition. If trash or garbage is not removed from the property after the owner has been given a two-week written notice, the property owner will be subject to a \$250.00 fine and court cost.

13. **BOAT DOCKS, ETC.** Construction and renovation which would increase the size of boat docks, boat houses and related structures shall be approved by the Property Owners Association in accordance with Paragraph 14.

14. **ARCHITECTURAL CONTROL.** Approval by the Property Owners Association is required on all new construction, all additions and alterations, and any acts that may change the external appearance of either the residence or the property itself. The Texas Residential Construction Commission (TRCC) requires that all builders and/or remodelers be registered with the Commission. The property owner will provide proof of registration to the Architectural Committee before any construction can commence. Proof of TRCC registration does not have to be provided on remodeling projects that do not change the footprint of the house. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Property Owners Association as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finished grade elevation and the neighbor's lake view. All plans shall be submitted by the Property Owner (not by the Contractor) in duplicate and 30 days shall be allowed for approval or disapproval of said plans. Plans shall contain a site plan with all improvements including septic tank and dispersion field, driveways, culverts, drainage, boat house, dock and piers, etc. and floor plan, decks, walkways, elevations and wall sections of the improvements. No existing improvements or approval of any prior development shall be binding on the Property Owners Association as to any future development subject to the approval of the Property Owners Association hereunder. Architectural elements of all improvements shall be generally rustic and compatible with the wooded setting of the area. Submissions hereunder and payment of all dues and fees shall be made to the President of the Property Owners Association at P.O. Box 1496, Mount Vernon, Texas 75457. Any plan submission not approved or disapproved by the Property Owners Association within thirty (30) days of receipt thereof shall be deemed approved.

#### **SECTION A. ARCHITECTURAL COMMITTEE: SCOPE OF RESPONSIBILITIES.**

The Architectural Committee will recommend approval/disapproval of the construction plans based upon the following criteria:

- The existing Franklin County Water District construction regulations.
- The existing Panther Creek POA Covenants and By-Laws.
- Every effort will be made to consult with and gain the approval of the adjoining neighbors before construction is approved.
- The Architectural Committee will forward its recommendation (approval/disapproval) to the President or Vice President who in turn will contact the owner.

#### **SECTION B. ARCHITECTURAL CONTROL: OWNERS' RESPONSIBILITIES.**

It is the responsibility of the Owner to provide to the Architectural Committee a list of the major building contractors by Name, Phone Number, Address and commencement date of construction. This must be presented before construction commences. Additions or changes to this list will be presented to the Architectural Committee in a timely manner.

15. **STORAGE.** No bus, mobile home or other vehicle shall be used for storage purposes on any lot.

16. **TRANSPORT VEHICLES.** Trucks with tonnage in excess of 1 ton shall not be permitted to park on the street, driveways or lots overnight, and no vehicle of any size which normally transports flammable or explosive cargo may be kept in this subdivision at any time.

17. **UNUSED VEHICLES.** No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any lot, except in a closed garage, or on any residential street. "Unused vehicle" shall be defined as any vehicle which is not operated periodically. Streets are not to be used for private parking except by visitors.

18. **BILLBOARDS AND SIGNS.** No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one sign per contractor and/or subcontractor containing not more than (6) square feet of surface area may be displayed in connection with the construction and/or the sale of a house. Such sign shall be displayed only after the construction of the dwelling house has actually begun and promptly removed after construction is completed. A sign identifying a property owner's lot will not be more than (6) square feet in size.

19. **EASEMENTS.** All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats, and it is further provided that no fence or other obstruction shall be placed in any easement or alleyway, and full right of operation, maintenance, repair or removal of any utility together with the right to remove any maintenance, operation or installation of such utility. No owner of any lot in Panther Creek Pass shall grant any easements or other rights to any third parties or adjacent property owners, including owners of property outside of Panther Creek Pass, to use any of the common facilities or any of the residential lots located in Panther Creek Pass.

20. **OIL AND MINING OPERATIONS.** No oil or natural gas drilling, oil or natural gas development operations, oil or natural gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or natural gas wells, tanks, tunnels, mineral use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. **COMMERCIAL PURPOSES; LIVESTOCK AND POULTRY.** No lot shall be used for any commercial purpose, including but not limited to any commercial livestock operation. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No owner shall be entitled to conduct any commercial enterprise within Panther Creek Pass, nor shall any owner grant to any party an undivided interest, condominium interest or any other beneficial interest resulting in the right to use any lot or the common facilities in Panther Creek Pass.

22. **NUISANCES.** No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

23. **FIREARMS.** No firearms may be discharged within Panther Creek Pass.

**24. MAINTENANCE DUES AND ASSESSMENTS.**

**SECTION A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF DUES AND ASSESSMENTS.** Each lessee by acceptance of a lease, whether or not it shall be so expressed in any such lease or other conveyance, shall be deemed to covenant and agree to pay the Property Owners Association annual dues, assessments or charges for the purposes set out in Section B, C.2 and Section F hereof, to be fixed, established and collected as hereinafter provided. Such annual dues and/or assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. Each such charge, together with such interest thereon and costs of collection thereof, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charges accrued. An interest rate equal to the lesser of the maximum nonusurious rate of interest of 1.5% per month will be added to all outstanding charges.

**SECTION B. PURPOSE OF DUES .** The dues hereby levied shall be used exclusively for security and general area upkeep, including, but not limited to payment of taxes and insurance thereon, repair, replacement and additions thereto, and for the cost of labor, equipment, and materials, and such other expenses as the Board of Directors deems necessary.

**SECTION C.1. BASIS AND MAXIMUM OF ANNUAL DUES .** Annual dues shall accrue on the first day of each year and must be paid in full no later than January 31st of that year. Monies due at the beginning of the year are the dues for that calendar year. The dues shall be a maximum of \$150 per owner per year.

**SECTION C.2 SPECIAL ASSESSMENTS.** A special assessment of up to \$500.00 per owner may be authorized by the Board of Directors if it is deemed necessary. Any assessment in excess of \$500.00 must be approved by the POA. An assessment can only be made once in a calendar year.

**SECTION D. CHANGE IN BASIS AND MAXIMUM OF ANNUAL DUES .** From and after January 1 of the year immediately following the commencement of annual dues, the annual dues may be adjusted (maximum \$150.00) effective January 1 of each year as deemed necessary by the Board of Directors in order to fulfill its obligations outlined in Section B.

**SECTION E. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the dues and/or assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any charges thereafter becoming due nor from the lien of any such subsequent charge .

**SECTION F. TRANSFER FEE.** There will be a fee of \$250.00 per transaction when property is transferred. The purpose of the fee is to cover the administrative costs involved in the transfer. The fee will be paid at the time of closing.

25. **SAVINGS CLAUSE.** Invalidation of any one of these covenants and restrictions or any portion thereof by a judgment or court order shall in no way affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

26. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both.

27. **DURATION.** The restrictions, covenants and conditions of this Declaration of Covenants, Conditions, Reservations and Restrictions shall run with and bind the land described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes and shall ensure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of seventy-five (75) years from the date this Declaration is recorded, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless at any time prior to such dates the Property Owners Association amends this Declaration. Final termination in any event shall be January 31, 2092.

28. **AMENDMENT.** This Declaration of Covenants, Conditions, Reservations and Restrictions may be amended by a vote of the majority of a quorum (30%) of the membership either in person, by proxy or absentee ballot, which vote may occur at a regular or special meeting called and conducted in accordance with the Bylaws of the Property Owners Association.

29. **REMEDIES.** In the event any party violates any provision of the Declaration of Covenants, Conditions, Reservations and Restrictions contained herein, the Property Owners Association shall have all rights and remedies at law or in equity to enforce the provisions contained herein, including, but not limited to, injunctive relief.

