

DEED 205

THE STATE OF TEXAS }
COUNTY OF HOOD } KNOW ALL MEN BY THESE PRESENTS:

The REPUBLIC LAND COMPANY, a Texas Corporation, d/b/a PECAN PLANTATION (hereinafter referred to as Dedicator) is the owner of certain land in Hood County, Texas, and described in Exhibit A attached hereto, a map or plat of which is also attached hereto as Exhibit B, which plat is adopted by Dedicator as its plan for subdividing said land into lots or blocks as shown thereon, the same to be known as "PECAN PLANTATION, UNIT IV", an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property and other land in and near UNIT IV of PECAN PLANTATION in installments, from time to time, so as to develop the same in an orderly manner with areas for single family residences, areas for condominiums, areas for apartments, areas for commercial development, areas for marinas, and areas for recreational uses, with their allied facilities; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in PECAN PLANTATION, UNIT IV, so as to provide for the preservation of the values and amenities in said development and the maintenance of facilities thereof for the benefit of the present and future owners of said lots; and

WHEREAS, Dedicator intends that the real property covered by this instrument (save and except Lots 1879 and 1880) shall be developed for apartment and condominium projects but Dedicator expressly reserves the right to further subdivide and replat, in whole or in part, the real property covered hereby for sale and development as sites for single family residences;

NOW, THEREFORE, REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION declares that the above described property designated as PECAN PLANTATION, UNIT IV, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement charges and liens hereinafter set forth.

I. DEFINITIONS

As issued herein the following terms shall have the meaning indicated:

A. "Dedicator" shall mean, and where appropriate shall include the successors and assigns of REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION.

B. "The property" shall mean the real property described in Exhibit A attached hereto.

C. "Lot" shall mean a single piece or parcel of land shown as a separate parcel or tract identified by the letters "A" through "R" and the numbers 1879 and 1880 on the plat attached as Exhibit B, or a single piece or parcel of land shown as a single parcel of land or tract on a subsequent replat or further subdivision filed by Dedicator in accordance with Paragraph III. C.1. hereof. The term shall not include any area or tract designated as a recreational facility or as a private way or any area shown as "undeveloped".

D. "Outbuilding" shall mean any building improvement which is located on a lot but not connected to any residential structure.

E. "Owner" shall mean the beneficial owner of any lot or condominium unit and shall not include the mortgagee of any such lot or unit unless and until such mortgagee acquires title to the same pursuant to foreclosure or any proceeding in lieu of foreclosure.

F. "Association" shall mean the PECAN PLANTATION OWNERS ASSOCIATION, INC., a non-profit corporation organized for the purposes stated in paragraph III C 6 below, and shall include the successors and assigns of such corporation.

G. "Apartment project" shall mean a lot and a building or buildings thereon containing a number of separate residential suites designed for independent housekeeping and wherein there is no separate ownership of the individual residential units. The individual residential units contained in an apartment project are referred to herein as "apartments".

H. "Condominium project" shall mean a lot and a building or buildings thereon containing a number of separate residential suites designed for independent housekeeping and which have been dedicated to a condominium regime under the pertinent Texas statutes. The individual residential units in a condominium project are referred to herein as "condominium units".

II. EASEMENTS

A. Easements designated on the plat as "private ways" shall provide Dedicator, its successors and assigns and the owners of the lots with the right of ingress and egress to the area and facilities thereof and to adjoining land and are reserved as private ways, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or right therein to the Association, to be retained by said Association for the benefit of the properties or, in the discretion of the Association, to be dedicated to the public as public ways and easements.

B. Easements designated as "private river and lake access easements" are reserved for the exclusive use of the designated lots adjoining such easements to provide ingress and egress to the Brazos River.

C. Dedicator reserves to itself an easement and right to construct and maintain in, over and across the easements and private ways shown on said plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation and drainage systems, power and communication lines and all pipes, lines, culverts and other appurtenances in connection therewith. An easement 10 feet in width is hereby reserved along the front and an easement of 6 feet in width is hereby reserved along each side and back boundary line of each lot as may be necessary for the installation and maintenance of said utilities and lines, except as to river front lots and no utility easement is reserved along the property line adjacent to the river. Dedicator, its successors and assigns, may, in its sole discretion and by written instruments duly recorded, abandon to the owner of a lot all or any part of a utility easement on said owner's lot if such easement is not being used for one or more of the above mentioned purposes at the time of such abandonment.

III. RESTRICTIONS, COVENANTS AND DENOTATIONS

A. USE OF LAND

1. Residential use only. No lot shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any lot other than apartment or condominium buildings with appropriate garages or other parking facilities and customary outbuildings approved under Paragraph B. 1. below. It is provided, however, that in the event Dedicator exercises its reserved right under Paragraph C. 1. below to further subdivide and replat all or any part of the lot or lots covered hereby and to designate such replatted lots for development as single family residences, then, in such event, the lots so designated shall not be used for other than residential purposes, and no building shall be erected, altered, or permitted to remain on such lot other than a single family dwelling with a private garage, appropriate outbuildings, boat houses and servants' houses for use of bona fide servants. In this regard, Lots 1879 and 1880 are designated for use as single-family residences. No soil or trees shall be removed for any commercial use. No commercial activities of any sort shall be conducted or permitted on any lot; provided, however, the owners of apartment projects may, at their option and for the convenience of their tenants, provide or arrange for an area within the apartment project in which may be located vending machines for food, non-alcoholic beverages, tobacco products and ice and an area to be used as a laundry room with coin-operated washing and dry cleaning machines, but any such vending or laundry area shall be completely enclosed and Dedicator reserves the right to approve the location and design thereof. The owners of such apartment projects shall not encourage or permit the use of such vending area and laundry room by anyone other than tenants of such apartment project.

2. Temporary Structures. No structure of a temporary character, trailer, mobile or movable home, tent, shack, garage, or other outbuilding shall be placed or used on any lot at any time as a residence, either temporarily or permanently.

3. **Storage.** No lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential property. No tank for the storage of any fluid or gas may be constructed or maintained on any lot above the surface thereof.

4. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any lot, excepting (a) dogs, cats or other household pets not kept for commercial purposes, and (b) horses kept on lots as agreed upon subsequent hereto by Dedicator.

5. **Firearms.** Use of firearms on any part of the property is prohibited except in areas that may be designated for such purpose by the Dedicator.

6. **Nuisances.** No noxious, offensive, dangerous or noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in safe enclosures. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Dedicator or the Association. Dedicator or the Association shall have the right, after 7 days written notice to the owner of a lot, to remove from such lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the lot owner for all reasonable costs thereby incurred.

7. **Towers and Wires.** No radio or television towers or aerial wires shall be maintained (a) over any part of any lot not occupied by a structure or (b) at a height of more than 30 feet from the ground.

8. **Drilling and Excavation.** No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any lot. No sand, gravel or earth shall at any time be excavated or dug out of any lot, except for the purpose of laying the foundation of authorized improvements thereon, erecting such authorized improvements or improving the gardens or grounds thereof. No lot abutting on the Brazos River shall be increased in size by filling in the water it abuts.

9. **Water Wells.** No water wells shall be drilled upon any lot so long as water for domestic use shall otherwise be available to the owners of said lots, but nothing herein shall be construed to prohibit Dedicator or its assignee or nominee from drilling and equipping a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any lots.

10. **Advertising Signs.** All advertising signs are prohibited without written consent of the Dedicator.

B. CONSTRUCTION OF IMPROVEMENTS

1. **Approval of plans.** No building, fence or structure of any kind shall be erected or altered on any lot until Dedicator (or the architectural committee of the Association if Dedicator has transferred its right of approval to such committee) has approved in writing:

(a) a plan for overall development of the lot, including location of proposed structures, size and location of parking and storage facilities, fencing, screening and landscaping; and

(b) the plans and specifications for the proposed structure or alteration, taking into consideration suitability of materials and design, specifications, conformity with plan for overall development of said lot and aesthetic compatibility with surrounding property.

In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be delivered in person or by registered or certified mail addressed to the party submitting, the same at an address which must be supplied with the submission. Any such notice may set forth elements disapproved and the reason therefor, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of Dedicator or its assigns in these matters and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted, it will be presumed that they have been approved.

2. **Floor area and maximum number of units.** There shall not be erected on any single family residence lot a single family residence containing less than 1600 square feet of floor area measured to exterior walls and exclusive of porches, patios and garages. There shall not be erected on any apartment or condominium project lot more than the maximum number of apartments or condominium units specified in the Contract of Sale or conveyance evidencing sale of such lot by Dedicator; and each apartment or condominium unit erected on any lot shall comply with the minimum floor area requirements (the floor area to be measured to exterior walls and exclusive of passage ways, porches, patios, garages and common areas) set forth below:

Minimum Floor Area per Apartment or Condominium Unit	
Efficiency,	700 square feet
1 bedroom,	800 square feet
2 bedrooms,	1100 square feet
3 or more bedrooms,	1300 square feet plus 150 square feet for each bedroom in excess of 3

3. **Exterior walls and maximum height.** At least 50% of the exterior wall surface of any authorized improvement shall be constructed of stone, masonry, veneer, stucco, or glass building materials commonly used, unless written exception to such requirement is given by Dedicator or its architectural committee. No structure shall exceed two stories in height.

4. **Building lines.** No building, fence or structure of any kind shall be erected or maintained on any lot within 25 feet of a front line or within 15 feet of the side line of any lot. No building, fence or structure of any kind shall be erected or maintained within 20 feet of any lot boundary adjoining the golf course or within 30 feet of any lot boundary adjoining the river. For the purpose of these restrictions, eaves, steps and porches shall be considered as part of the building. Lots shall be deemed to front on all adjoining private ways. Dedicator may, in its discretion, grant exceptions in writing to any or all of the requirements of this paragraph.

5. **Outbuildings.** Outbuildings shall be of design and construction compatible with that of the residential structure. No outbuilding shall exceed the residence in height, except upon prior approval of the Dedicator. Cooling towers and all other mechanical units must be screened to the satisfaction of the Dedicator.

6. **Structures on easements.** No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II C which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which Dedicator, a public authority or utility company is responsible.

7. **Sidewalks.** No sidewalks shall be permitted in the parkway parallel with private ways, except after prior written approval by Dedicator but this provision does not exclude sidewalks or driveways from private ways or streets to the buildings.

8. **Mail boxes.** The location, size and design of mail boxes shall be subject to the prior approval of Dedicator.

9. **Time of Construction.** All exterior improvements shall be completed within the time period stated in the construction schedule approved in writing by Dedicator at the time of approval of plans and specifications, unless the work is unavoidably delayed by war, strikes or act of God.

10. **Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and, where sewer service is not made available by Dedicator, shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Owners of lots or condominium units to which Dedicator makes sewer service available shall be required to connect to, use and pay for same. All lavatories, toilets and bath facilities shall be completely installed and functioning before the building is occupied.

11. Docks and boathouses. Owners of lots abutting on the Brazos River shall not construct or permit the construction of any improvement, including but not limited to docks and boathouses, which extends beyond the rear lot line into the river channel. Owners of such lots may, however, with the prior approval of the Dedicator, (a) construct within the lot lines of each such lot a dock or boathousing facility in the form of a cut-out or dug-out with seawall, and (b) deepen the river channel adjacent to such lot by dredging. All work performed under the authority of the preceding sentence shall comply with any rules or regulations of any governmental authority.

12. Pollution. No lot abutting on the Brazos River shall be used for any purpose that would result in pollution of the river by refuse, sewage, or other material that might tend to pollute the river or otherwise impair the ecological balance of surrounding lands.

C. GENERAL

1. Subdivision of lots.

(a) No lot shall be subdivided without the prior written approval of Dedicator; such approval may be conditioned upon acceptance by the lot owner of terms relating to easements, building lines, submission of plot plans and architectural plans, minimum or maximum number of units to be built on each subdivided portion, payment of assessments, and such other matters as Dedicator in its sole judgment may deem relevant. Sale of condominium units pursuant to a condominium declaration or master deed approved by Dedicator and covering an entire lot shall not be construed to fall within the prohibition against subdivision.

(b) Dedicator further reserves the right to subdivide and replat any lot to which it may hold title; and Dedicator reserves the right, before or after any such subdivision, to sell any lot or part thereof for development and construction of single family residences, apartment or condominium projects, or to designate same as a recreational area for the common use of those entitled thereto.

2. Pumping from river. The pumping of water from the Brazos River is prohibited except by special permit, in writing, granted by the appropriate governmental authorities.

3. Recreational facilities. Dedicator covenants that it will construct and complete the following recreational facilities: 18 hole golf course, clubhouse, swimming pool, marina with boat launching ramp on Lake Granbury, tennis courts, skeet range, equestrian center, landing strip and beach recreational areas on the Brazos River.

4. Disposition of lot. No sale, transfer, or other disposition of any lot, any undivided interest therein, or any condominium unit shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Association. In the event of a disposition or attempted disposition in violation of the preceding sentence, the Association shall have the absolute right and option to acquire said lot or unit or the interest disposed of or proposed to be disposed of at the same price and on the same terms as were offered to the purchaser or transferee. This restriction shall not apply, however, to lenders who may bid said property in at any foreclosure sale brought by them, or to a transfer of such property by bona fide gift, pursuant to a duly probated will, or by virtue of intestacy; but as to any such excepted disposition Dedicator shall have an absolute right and option to purchase said lot or unit from any such transferee or transferees in the event they shall decide to sell, transfer, or otherwise dispose of the same, at the same price and on the same terms of any good faith offer to purchase acceptable to such transferee.

5. Rental of apartments and condominium units. No lease or sublease of any apartment or condominium unit for a term of one year or longer (including any renewal options), or for an indefinite term, or on the basis of a month-to-month tenancy, shall be executed or consummated unless and until the proposed lessee or sublessee has applied for and been accepted as a tenant member of the Association. No other lease, sublease, or rental of an apartment or condominium unit shall be executed or consummated unless the lessee, sublessee or tenant agrees in writing to apply for tenant membership in the Association in accordance with its by-laws and to maintain such membership during his tenancy; and no such lease, sublease or rental shall be renewed or extended or otherwise continued beyond its original term unless such lessee, sublessee or tenant has been approved as a tenant member of the Association. The party letting, subletting or renting any apartment or condominium unit by guests shall be responsible for making advance arrangements as may be necessary to comply with the Association by-laws then in effect regarding use of facilities by non-members of the Association, including the obtaining from the Association of temporary membership or guest cards for such tenants or guests.

6. Membership in Association. Upon the approval of the application of a purchaser or other transferee for membership in the Association and the execution of a sale contract or the acceptance of a deed, each purchaser or transferee of a lot or condominium unit (whether from Dedicator or a subsequent owner) shall become a member of the Association, a non-profit organization, the purposes of which are to provide and maintain a clubhouse and other private recreational facilities for use by its members and to establish and maintain private ways, security protection and other services for the common benefit of residents of PECAN PLANTATION. Said membership shall be conditioned upon observance of the rules and regulations established by the Association 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 assessments as the Association shall find necessary for the maintenance of the aforesaid facilities and services and any other services and benefits which the Association may provide. Only members in good standing (including tenant members), their guests, other persons duly authorized by the Association in accordance with its by-laws, and other persons authorized by Dedicator (limited to employees or representatives of Dedicator or related entities whose duties are primarily connected with the subdivision) shall be entitled to use the clubhouse or any of the other recreational facilities of the Association.

7. Assessments. The owner of each of the lots covered by this dedication shall be responsible for and pay to the Association assessments, dues and fees in accordance with the provisions of this paragraph 7:

(a) The term "assessment" shall mean the same basic assessment, dues and fees (exclusive of charges for individual purchases and individual services) which are payable by the owner of a single-family residential lot in PECAN PLANTATION who is a member of the Association. The amount of the initial assessment, beginning upon completion of the clubhouse and opening of the golf course, shall be \$15.00 per month, payable in advance, for the maintenance and operation of the Association's services and facilities, and Dedicator shall pay all other sums incurred by the Association for the construction, development, and operation of its facilities and services. Assessments shall continue in that amount until such time as Dedicator, if it elects to do so in its discretion, has transferred the voting rights in the stock to the membership at large of the Association; thereafter, the amount of such assessment shall be determined by the Association in accordance with its bylaws.

(b) Until the provisions of subparagraph (c) below become applicable, the owner of each lot shall pay one assessment until such time as two or more apartments or condominium units have been constructed on the lot and initially occupied; thereafter the owner of each lot shall pay a number of assessments equal to the number of apartments or condominium units constructed and initially occupied (whether or not such occupancy continues) on the lot owned by him. An apartment or condominium unit shall be considered initially occupied when it is first used for residential purposes by the lot owner, the condominium unit owner, or the lessee, tenant, or guest of either such owner.

(c) After the expiration of sixty months from the date of the contract of sale or conveyance of any lot by Dedicator, whichever is earlier, (or such different number of months as may be provided in said contract of sale or conveyance), the owner of such lot shall pay a number of assessments equal to the greater of (1) the number of apartments or condominium units constructed on that lot, whether or not occupied, or (2) sixty percent of the maximum number of apartments or condominium units allowed to be constructed on said lot under the provisions of such contract of sale or conveyance, whether or not any such apartments or condominium units have in fact been constructed.

(d) The owner of a lot shall remain liable for all assessments payable with respect to said lot during his ownership, notwithstanding the sale of said lot or the rental or occupancy of the apartments or condominium units on the lot; and the entire lot and all improvements thereon shall be covered by the lien provided for in paragraph 8 below. However, when an individual unit in a condominium project is sold (either under contract of sale or by deed) to a purchaser who applies for and is approved for membership in the Association, the assessment obligation with respect to the condominium unit so sold shall become the obligation of the purchaser and shall cease to be the obligation of the lot owner; and the condominium unit so sold shall not be subject to a lien for any assessments thereafter due from the lot owner but shall be covered by a lien to secure the obligations of the condominium unit owner as provided in paragraph 8 below. In no event shall the owner of any lot be liable for any charges for individual purchases made by or individual services

rendered to the occupant of any apartment or condominium unit on said lot, other than charges made or authorized by such owner or by his guests.

(e) Payment of assessments by a lot owner with respect to apartments or condominium units constructed on the lot owned by him shall not excuse the payment of a like assessment otherwise due from an occupant of any such apartment or condominium unit who, by reason of his ownership of another lot in PECAN PLANTATION, is a member of the Association; nor shall such payment excuse the payment of special fees or charges for short-term tenant memberships or guest cards payable with respect to occupants of such apartments or condominium units.

(f) Neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by the Association for any unimproved lots owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

8. Lien for amounts owed by Association. By the acceptance and retention of title to any lot or condominium unit each owner, on behalf of himself and his heirs and assigns, covenants and agrees that the Association shall have a lien upon the subject lot or condominium unit (second only to liens for taxes and any duly recorded mortgage) to secure the payment of all sums due the Association by such owner, 10% per annum interest on said sums, and court costs and reasonable attorney's fees incurred in connection with the collection of the same. This covenant and agreement shall be in addition to and shall not be affected by any contract, security agreement, or application which such owner may enter into with the Association as a member thereof.

9. Golf Course Lots. The owners of lots or condominium units abutting on the golf course shall permit the doing of every act necessary and proper to the playing of golf on the golf course, including but not limited to the recovery of golf balls from such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club maintaining a golf course.

10. Pecan operations. At the time of this dedication an entity related to Dedicator with substantially the same ownership as Dedicator operates property adjoining some of the lots which it intends to use for the purpose of planting, growing, and cultivating pecan trees and gathering pecans therefrom for commercial sale (hereinafter called "pecan operations"). Dedicator reserves to itself, all entities with substantially the same ownership as Dedicator, and all owners or lessees or operators of said pecan operations, the right to do any acts and use any machinery and equipment reasonably necessary or desirable in connection with the pecan operations, including but not limited to plowing, planting, aerial and ground spraying, irrigation, fertilization, cultivation and gathering. By acceptance and retention of title to a lot in PECAN PLANTATION, each owner agrees on behalf of himself and his heirs, assigns, guests and invitees that Dedicator, all entities with substantially the same ownership as Dedicator, and all owners or lessees or operators of said pecan operations, shall be entitled to free use of all private ways for the purpose of conducting such pecan operations, and shall not be liable for any damage or injury resulting directly or indirectly from such pecan operations unless said damage or injury is caused by the conducting of such operations in an imprudent and negligent manner. Dedicator further reserves to itself, all entities with substantially the same ownership as Dedicator, and all lessees or operators of said pecan operations, or any other owner of said pecan orchard adjoining some of the lots, the right to construct and maintain fences separating the land to be used for pecan operations from the lots, private ways, and recreational facilities. By acceptance and retention of title to a lot or condominium unit in PECAN PLANTATION, each owner agrees that he, his family, guests, invitees, tenants and lessees shall observe and respect such fences and refrain from crossing same and shall respect the privacy of the land on which pecan operations are conducted.

11. Unsold lots. Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots.

12. Interpretation. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.

13. Severability. All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.

14. Enforcement. These restrictions, covenants, and conditions may be enforced by Dedicator herein or by the owner of any lot or condominium unit in PECAN PLANTATION, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association may file suit to collect any of the assessments or other expenses mentioned in paragraphs 6, 7 and 8 above, all of which shall be payable to the Association in Hood and Johnson Counties, Texas, or to enforce foreclosure of any lien therein granted.

15. Duration. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 1997, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 1997, the owners of the beneficial title of a majority of the lots herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, release any lot or lots from any one or more of the restrictions and covenants herein set forth or agreed to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any lot owner with respect to any such land. For the purpose of this paragraph 15, where a lot dedicated herein has been developed as a condominium project, each condominium unit located thereon shall be considered to be a separate "lot", and the beneficial owner of each condominium unit shall be entitled to participate in any release or change of the restrictions and covenants herein set forth the same as if such condominium unit owner were the owner of a single-family residential lot. For the purpose of this paragraph 15, where a lot dedicated herein has been developed as an apartment project, each apartment shall be considered to be a separate "lot", and the beneficial owner of the apartment project (not the lessees or tenants) shall be entitled to participate in any release or change of the restrictions and covenants herein set forth on behalf of each and all of the apartments in such owner's apartment project.

16. Additional Subdivisions. As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land in or near PECAN PLANTATION, UNIT IV from time to time so as to develop same as a part of PECAN PLANTATION. Developer therefore reserves the right to add to PECAN PLANTATION from time to time other land in and near PECAN PLANTATION, UNIT IV to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Developer shall deem advisable, whether more or less stringent than those provided herein; to extend the private ways shown on Exhibit B attached hereto so as to serve such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; and to grant to the purchasers of such additional subdivided land the right to become members of the Association and to use the recreational facilities and private ways provided for herein. It is specifically understood that Developer may develop some additional land for single family residences, some for apartments, some for condominiums, and some for commercial uses and may at its election create and install additional recreational facilities. Unless otherwise provided in the instrument creating any such future subdivision of PECAN PLANTATION, all purchasers of lots in PECAN PLANTATION, UNIT IV and all purchasers of lots in all subdivisions of PECAN PLANTATIONS, whether heretofore or hereafter created, shall be entitled equally to the use of all private ways and recreational facilities provided for in all such subdivisions, to enforce any restriction, covenant or condition imposed with respect to any such subdivision, to participate in any modification or change in said restrictions, covenants, and conditions under paragraph 15 above, or comparable provision, and to be represented by the Association, just as though all of said subdivisions had been created at one time and by one instrument.

17. Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns (or, at its election, to assign to the Association) the discretions, approval rights, and enforcement rights retained by Developer with respect to any of the lots; and to grant to its successors or assigns the benefit of all provisions hereof which relate to any other land now owned by Dedicator.

18. All of the covenants and agreements undertaken or assumed by purchasers or owners of lots hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the lots hereunder, shall run with said lots and each of them and shall be binding on each purchaser from Dedicator and on such purchaser's heirs, administrators, executors and assigns.

DESCRIPTION FOR CONVEYANCE
OF
PECAN PLANTATION, UNIT FOUR

All that certain lot, tract or parcel of land out of the James W. Moore Survey, Abstract 344, Hood County, Texas, and being more particularly described in two tracts by metes and bounds as follows:

TRACT ONE

BEGINNING at the Northeast corner of Lot 686, Pecan Plantation, Unit Five, according to the plat recorded in Volume 1, Page 137, Plat Records of Hood County, Texas;

THENCE with the North line of said lot, North 69 degrees 18 minutes West, at 142-0/10 feet the Northwest corner of said lot, in all 192-0/10 feet to the beginning of a curve to the left in the West right-of-way line of Brierfield Road, the center of which curve bears South 69 degrees 18 minutes East 354-71/100 feet;

THENCE in a Southerly direction with said right-of-way line around the arc of said curve 107-8/10 feet to the Northeast corner of Lot 687 of said Pecan Plantation, Unit Five;

THENCE with the North line of said Lot 687, North 86 degrees 43 minutes West 120-0/10 feet to its Northwest corner;

THENCE with the West line of said Lot 687, South 16 degrees 17 minutes West 94-3/10 feet to its most Westerly Southwest corner;

THENCE South 58 degrees 06 minutes West 273-2/10 feet to a point;

THENCE North 56 degrees 48 minutes West 75-0/10 feet to a point;

THENCE North 73 degrees 10 minutes West 144-95/100 feet to a point;

THENCE North 28 degrees 43 minutes West 850-0/10 feet to a point;

THENCE South 89 degrees 02 minutes East 345-8/10 feet to a point;

THENCE South 69 degrees 18 minutes East 540-0/10 feet to a point;

THENCE South 83 degrees 36 minutes East 263-0/10 feet to a point;

THENCE North 20 degrees 42 minutes East 60-0/10 feet to a point;

THENCE North 54 degrees 48 minutes West 439-25/100 feet to a point;

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THENCE North 58 degrees 20 minutes West 375-0/10 feet to a point;

THENCE North 87 degrees 24 minutes West 556-1/10 feet to a point;

THENCE North 18 degrees 30 minutes West 95-0/10 feet to a point;

THENCE South 71 degrees 30 minutes West 130-0/10 feet to the beginning of a curve to the right having a radius of 50-0/10 feet, and in a Westerly and Northerly direction around the arc of said curve 157-08/100 feet to the end of said curve;

THENCE North 71 degrees 30 minutes East 10-0/10 feet to a point;

THENCE North 33 degrees 30 minutes West 195-0/100 feet to a point;

THENCE North 9 degrees 37 minutes East, 233-5/10 feet to a point;

THENCE South 75 degrees 23 minutes West, 116-1/10 feet to a point;

THENCE North 84 degrees 40 minutes West, approximately 200 feet to a point on the shoreline of a lake, at elevation 695.0, Brazos River Authority Datum;

THENCE along the meanders of said shoreline and elevation 695.0, in a Northerly and Westerly direction approximately 300 feet to a point;

THENCE North 7 degrees 05 minutes East, approximately 240 feet to a point;

THENCE North 60 degrees 25 minutes West 59-71/100 feet to the beginning of a curve to the right having a radius of 50-0/10 feet, and in a Northwesterly direction around the arc of said curve 38-47/100 feet to a point;

THENCE South 73 degrees 40 minutes West 19-0/10 feet to a point;

THENCE North 49 degrees 05 minutes West 310-0/10 feet to a point;

THENCE North 45 degrees 40 minutes East 100-25/100 feet to a point;

THENCE South 65 degrees 25 minutes East 465-0/10 feet to a point;

THENCE South 75 degrees 25 minutes East 380-0/10 feet to a point;

THENCE South 83 degrees 31 minutes East 214-5/10 feet to a point in a curve to the right having a radius of 726-40/100 feet, from which point the center of said curve bears South 76 degrees 15 minutes East, and in a Northeasterly direction around the arc of said curve 195-56/100 feet to the Southeast corner of Lot 325, Pecan Plantation, Unit Two, according to the plat recorded in Volume 2, Page 14, Plat Records of Hood County, Texas;

Executed this 15th day of August, 1973.

REPUBLIC LAND COMPANY, d/b/a
PECAN PLANTATION

By *Obie P. Leonard, Jr.*
Obie P. Leonard, Jr.
Vice President

ATTEST:

Phyllis Patras
Phyllis Patras, Asst. Secretary

THE STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OBIE P. LEONARD, JR., Vice-President of REPUBLIC LAND COMPANY, d/b/a/ PECAN PLANTATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 1973.

Wade L. ...
Notary Public in and for Tarrant County, Texas

~~THE STATE OF TEXAS }
COUNTY OF HOOD }~~

~~I, BRUCE PRICE, Clerk of the County Court of said County, do hereby certify that~~

~~the foregoing instrument of writing dated the _____ day of _____, A.D. 19____, with its certificate of Authentication, was filed for record in my office on the _____ day of _____, A.D. 19____, at _____ o'clock _____ M., and duly recorded this _____ day of _____, A.D. 19____, at _____ o'clock _____ M., in the Records of said County, in Volume _____, Page _____.~~

~~Witness my hand and the seal of the County Court of said County, at office in Granbury, Texas, the day and year last above written.~~

~~BRUCE PRICE, Clerk
County Court, Hood County, Texas~~

~~By _____ Deputy~~

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THENCE with the South line of said Pecan Plantation, Unit Two South 60 degrees 36 minutes East 100-0/10 feet to the Southwest corner of Lot 322 of said Pecan Plantation, Unit Two, and a point in a curve to the left having a radius of 626-40/100 feet;

THENCE in a Southerly direction around the arc of said curve 94-01/100 feet to a point;

THENCE South 60 degrees 03 minutes East 95-0/10 feet to a point;

THENCE South 37 degrees 02 minutes East 427-5/10 feet to a point;

THENCE South 48 degrees 29 minutes East 396-3/10 feet to a point;

THENCE South 58 degrees 20 minutes East 410-0/10 feet to a point;

THENCE South 89 degrees 20 minutes East 150-0/10 feet to a point;

THENCE North 40 degrees 04 minutes East 110-0/10 feet to a point;

THENCE South 31 degrees 10 minutes East 196-2/10 feet to the Northwest corner of Lot 622 of said Pecan Plantation, Unit Five;

THENCE with the West line of said Lot 622, South 27 degrees 21 minutes West 310-0/10 feet to its Southwest corner in the curved North right-of-way line of Bellechase Road;

THENCE South 21 degrees 05 minutes West 50-0/10 feet to a point in the curved South right-of-way line of Bellechase Road;

THENCE with said right-of-way line in a Southeasterly direction around the arc of a curve to the right, whose radius point bears South 21 degrees 05 minutes West 567-21/100 feet, a distance of 9-65/100 feet to the Northwest corner of Lot 623 of said Pecan Plantation, Unit Five;

THENCE with the West line of said Lot 623, South 23 degrees 33 minutes West 141-2/10 feet to its Southwest corner;

THENCE North 63 degrees 35 minutes West 125-8/10 feet to a point;

THENCE South 20 degrees 42 minutes West 240-0/10 feet to a point;

THENCE South 32 degrees 05 minutes East 95-7/10 feet to a point;

THENCE South 45 degrees 58 minutes East 92-0/10 feet to the Northwest corner of Lot 684 of said Pecan Plantation, Unit Five;

THENCE with the West line of said Lot 684, South 29 degrees 14 minutes West 124-0/10 feet to the place of beginning;

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TRACT TWO

BEGINNING at the Northwest corner of Lot 347, Pecan Plantation, Unit Two, according to the plat recorded in Volume 2, Page 14, Plat Records of Hood County, Texas;

THENCE with the West line of said Lot 347, South 38 degrees 36 minutes East, at 220-0/10 feet the Southwest corner of said Lot, in all 392-0/10 feet to the beginning of a curve to the right having a radius of 50-0/10 feet, and around the arc of said curve in a Southerly direction, 78-55/100 feet to a point;

THENCE South 38 degrees 36 minutes East 225-0/10 feet to a point;

THENCE South 8 degrees 24 minutes West 160-0/10 feet to a point;

THENCE South 50 degrees 49 minutes West approximately 300 feet to a point on the East bank of the Brazos River;

THENCE downstream with said bank and in a Northwesterly direction approximately 900 feet to a point in the Southeast right-of-way of the Texas Power and Light Company's property;

THENCE with said Southeast right-of-way line, North 59 degrees 24 minutes East approximately 200 feet to the most Westerly corner of said Pecan Plantation, Unit Two, and the most Westerly corner of Hopsewee Court as now dedicated;

THENCE, departing from said right-of-way line, and along the most Western limits of Hopsewee Court as now dedicated, South 30 degrees 36 minutes East 50-0/10 feet to the place of beginning.

SEMPCO, INC.
August 9, 1973
1195

FILED FOR RECORD THE 16 DAY OF August 1973 AT 9:10 A.M.
RECORDED THE 16 DAY OF August 1973 AT 1:00 P.M.
BY: Christina Woolsey DEPUTY
BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS