

AMENDMENT, CORRECTION AND RESTATEMENT OF RESTRICTIONS

STATE OF TEXAS		
		KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF HOOD		
AND JOHNSON		

THAT, WHEREAS, REPUBLIC LAND COMPANY, a Texas corporation, d/b/a PECAN PLANTATION (hereinafter referred to as Dedicator, has heretofore filed a Declaration of Restrictions recorded at Volume 252, page 481, Deed Records of Hood County, Texas, and Volume 692, page 205, Deed Records of Johnson County, Texas, covering certain lands located in Hood and Johnson Counties, Texas, and known by Dedicator and designated as Unit XII of Pecan Plantation; and

WHEREAS, the description of lots in said Declaration of Restrictions reflected and constituted Dedicator's preliminary plan for the subdivision of the lands covered thereby and none of said land has been sold by Dedicator and is still wholly owned by Dedicator; and

WHEREAS, Dedicator has revised and replatted said Unit XII and desires to file its final plan for the subdivision thereof and to correct, amend and restate the easements, definitions, restrictions, covenants, charges and liens applicable to said Unit XII; and

WHEREAS, Dedicator desires to subdivide and plat the lands described in Exhibit "A" attached hereto, a map or plat of which has been recorded in Volume 3, page 50, Plat Records of Hood County, Texas, and Volume 1, page 325, Plat Records of Johnson County, Texas, which plat is adopted by Dedicator as its revised plan for subdividing said lands into the lots as shown thereon, as PECAN PLANTATION, UNIT XII, and being:

Lots 2091 thru 2179, inclusive, of Pecan Plantation, Unit XII, in the James W. Moore Survey, Abstract Nos. 344 and 1260, Hood and Johnson Counties, Texas; and

WHEREAS, Dedicator desires to subdivide and plat said land and other lands, in installments, from time to time, so as to orderly develop the same 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 has caused the portion specifically described

in Exhibit "A" to be subdivided and platted as shown by the said plat; 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 XII, so as to provide for the preservation of the values and amenities in said development, and the maintenance of the facilities thereof for the benefit of the present and future owners of said lots;

NOW, THEREFORE, REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION, declares that the above described Declaration of Restrictions recorded at Volume 252, page 481, Deed Records of Hood County, Texas, and Volume 692, page 205, Deed Records of Johnson County, Texas, is hereby withdrawn and canceled and that the property described in Exhibit "A" attached hereto and being Lots 2091 thru 2179, inclusive, of Pecan Plantation, Unit XII, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall be and are hereby made to run with the land.

#### I. DEFINITIONS

As issued herein the following terms shall have the meanings 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 numbered lot on the plat attached as Exhibit "B." 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. "Corner lot" shall mean a lot which abuts on more than one private way or street.
- E. "Outbuilding" shall mean any building improvement which is located on a lot but not connected to the residence.

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

G. "Association" shall mean the PECAN PLANTATION OWNERS ASSOCIATION, INC., a non-profit corporation organized for the purposes stated in paragraph III C 5 below, and shall include the successors and assigns of such corporation.

## II. EASEMENTS

A. Easements designated on the plat as streets or roads 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 rights 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. Dedicator reserves to itself an easement and right to construct and maintain, 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 systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 10 feet in width is hereby reserved along the front and an easement of 5 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.

## III. RESTRICTIONS, COVENANTS AND RESERVATIONS

### 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 one detached single family dwelling with a private garage,

appropriate outbuilding approved under paragraph B i below, boat houses and servants' houses for use of bona fide servants. No soil or trees shall be removed for any commercial use. No trees with a diameter exceeding 2" shall be cut from any lot without the prior written consent of Dedicator.

2. Temporary Structures. No structure of a temporary character, trailer, mobile or movable home, tent, shack, garage or other outbuilding shall be placed on 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 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 a safe enclosure. 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 seven 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 tower 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 thirty 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 a residence thereon, erecting such residence, improving the gardens or grounds thereof, or as permitted in paragraph B 13 of this Article with reference to docks and boathouses. 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 assignees or nominees 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) 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 the 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 such plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted, it will be presumed that same have been approved.

2. Floor area. There shall not be erected or permitted to remain on any lot a residence having a floor area (when measured to exterior walls, and exclusive of attached garage, open porches, patios or other similar appendages) of less than the minimum number of square feet as set out for the respective lots as follows.

<u>Lots</u>	<u>Minimum Square Feet</u>
Lots 2091 thru 2134, inclusive	1600
Lots 2135 thru 2179, inclusive	1200

3. Exterior walls. At least 50% of the exterior wall surface of any residence 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.

4. Building lines. No building, fence or structure of any kind shall be located on any lot within 25 feet of the front line except lots facing a cul-de-sac, where the set back line is reduced to 15 feet and except upon prior approval of the Dedicator. For the purpose of this restriction, eaves, steps and open porches shall be considered as part of a building. Lots shall "front" on the adjoining private way; corner lots shall be deemed to "front" on the private way adjoining the shortest lot line. No part of any structure shall be erected or maintained closer than seven feet to any side lot line. No part of any structure shall be erected or maintained on any portion of any river front lot without the prior approval of Dedicator as to the location of said structure.

5. Garages. Every garage shall be an enclosed structure attached to the residence or to a breezeway or covered porch attached to the residence. Every garage shall have the capacity to contain at least two automobiles. No garage shall face any street or private way except upon prior written approval of the Dedicator.

6. Outbuildings. Outbuildings shall be of design and construction compatible with that of the residence. No outbuilding shall exceed the residence in height, except upon prior approval of the Dedicator. Cooling towers and all other mechanical units must be located at the side or rear of the residence and must be screened to the satisfaction of the Dedicator.

7. Structures on easements. No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II B 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.

8. Sidewalks. No sidewalks shall be permitted in the parkway parallel with private ways, but this provision does not exclude sidewalks or driveways from private ways or street to the buildings.

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

10. Time of Construction. All exterior improvements shall be completed within six months from the beginning of construction, unless prevented by war, strikes or act of God. Any outbuilding shall be constructed at the same time or subsequent to the construction of the residence it is intended to serve.

11. 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 to which Dedicator makes sewer service available shall be required to connect to, use and pay for same. All lavatories, toilets and back facilities shall be completely installed and functioning before the residence is occupied

12. Irrigation. An irrigation system for the irrigation of pecan trees has been installed on some lots and is a part of a larger irrigation system for the surrounding pecan orchard. In connection with such irrigation system, Dedicator reserves the right to make any one of the following elections:

(a) to remove the irrigation system from the lot and cap the system at the boundary line and leave the pipe in the lot;

(b) to cap the irrigation system at the boundary line at any time after the sale to the purchaser at Dedicator's sole discretion; or

(c) to leave the irrigation system in operable condition and allow the purchaser to use the irrigation system on his lot with the understanding that all maintenance of that portion of the system on his lot will be at the expense of the purchaser. It is also understood that Dedicator would have the sole right to determine if and when the irrigation system shall be used for watering without giving any advance notice to the owner.

13. 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.



14. 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. No lot shall be subdivided without prior approval ~~of the Dedicator provided, however, the Dedicator expressly reserves the~~ right to subdivide any lot to which it shall hold title.

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 authority.

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, lease or other disposition of any lot 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, Dedicator shall have the absolute right and option to acquire said lot (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 without regard to such membership restriction, or to a transfer of such property 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 from 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. Membership in Association. Upon the approval of a purchaser's application for membership in the Association and the execution of a sales contract or the acceptance of a deed, each purchaser of a lot (whether from Dedicator or a subsequent owner) shall become a member of the Association, a non-profit organization organized for the purpose of providing its members with a clubhouse and private recreational facilities and of establishing and maintaining private ways, security protection and other services for the common benefit of all lot owners. 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 dues, fees, and charges 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 for the benefit of the lots, facilities and members.

6. Lien for amounts owed to Association. By the acceptance and retention of title to any lot each owner, his heirs and assigns, who is or becomes a member of the Association covenants and agrees that the Association 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'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 owners, their heirs or assigns, may enter into with the Association.

7. Non-members of Association. If notwithstanding the requirement of membership in the Association as a condition to the purchase of a lot, title to any lot shall be acquired by a party who has not been approved for membership in the Association, or if any owner shall be approved for membership but later

ceases to be a member of the Association, then nevertheless, said owner, by acceptance and retention of title to a lot, covenants and agrees that he will bear and pay such portion of the specific expenses required and expended by the Association, its successors and assigns, solely for the maintenance of the facilities and services for which he would be required to pay if he were then in fact a member of such Association and as determined by the accountant for such Association. Further, each owner, on behalf of himself, his heirs and assigns, does hereby covenant and agree that the Association 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 expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. Unimproved lots owned by the Dedicator or by a corporation or other entity with substantially the same ownership and control as Dedicator shall not be subject to such assessment.

8. Assessments. Each purchaser of a lot from Dedicator, and the successors and assigns of said purchaser, shall be assessed the sum of \$15.00 per month payable to the Association for the maintenance and operations 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. Such assessments shall continue 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, such assessment shall be determined by the Association in accordance with its By-Laws. 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.

9. Golf Course Lots. The owners of lots 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 purposes 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 operation, 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 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 intends and 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 in PECAN PLANTATION, each owner agrees that he, his family and guests, 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

14. Enforcement. These restrictions, covenants and conditions may be enforced by Dedicator herein or by the owner of any lot 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 charges, dues and expenses mentioned in paragraphs 5, 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 to 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 and Johnson Counties, Texas, release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a 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 covenants or agreements of any lot owner with respect to any such land.

16. Additional Subdivisions. As recited in the preamble to this instrument, Dedicator is subdividing and platting land near to PECAN PLANTATION, UNIT XII, in installments as part of PECAN PLANTATION. Dedicator has heretofore subdivided and platted other units and Dedicator reserves the right to add to PECAN PLANTATION from time to time other land near PECAN PLANTATION, UNIT XII, and the other previously platted and subdivided units within PECAN PLANTATION. Dedicator further reserves the right to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Dedicator shall deem advisable, whether more or less stringent than those provided herein; to extend the private ways shown on the plat of the unit covered by this instrument so as to serve such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; 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 Dedicator 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 additional subdivision

unit of PECAN PLANTATION, all purchasers of lots in PECAN PLANTATION, UNIT XII, and all purchasers of lots in all other units of PECAN PLANTATION whether created prior or subsequent to PECAN PLANTATION, UNIT XII, shall be entitled equally to the use of all private ways and recreational facilities provided in PECAN PLANTATION, and shall further be equally entitled to enforce any applicable restrictions, covenants or conditions, and to participate in any modification or change in said restrictions, covenants and conditions under the provisions of paragraph 15, above, and to become members of the Association, just as though all of said subdivision units 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.

EXECUTED this 8th day of October, 1976.

REPUBLIC LAND COMPANY d/b/a  
PECAN PLANTATION

ATTEST:

[Signature]  
Secretary

By [Signature]  
Vice-President

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 Oble P. Leonard, Jr., 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 the 11th day of October, 1976.

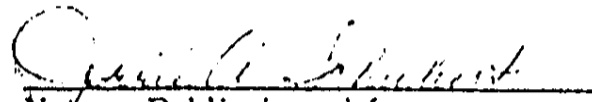
  
\_\_\_\_\_  
Notary Public in and for  
Tarrant County, Texas



EXHIBIT "A"PECAN PLANTATION UNIT TWELVE  
Hood and Johnson Counties, Texas

Boundary description for a tract of land out of the JAMES W. MOORE SURVEY, Ab.-344 and Ab.-4260, Hood and Johnson Counties respectively, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in said Hood County, said point being the Northeast corner of Lot 2027, Pecan Plantation, Unit Eleven, recorded in Volume 2, Page 50, Plat Records, Hood County, Texas;

THENCE South 64 degrees 50 minutes East, crossing the line common to said Hood and Johnson Counties, at approximately 25 feet, and continuing in all, 284-55/100 feet;

THENCE South 79 degrees 31 minutes East 288-4/10 feet, South 84 degrees 34 minutes East 275-05/100 feet, North 89 degrees 24 minutes East 274-1/10 feet, North 77 degrees 45 minutes East 294-0/10 feet, North 65 degrees 20 minutes East 402-0/10 feet, North 48 degrees 12 minutes East 292-25/100 feet, North 50 degrees 27 minutes East 182-3/10 feet, North 36 degrees 53 minutes East 185-0/10 feet, North 28 degrees 48 minutes East 390-0/10 feet, North 0 degrees 21 minutes East 188-1/10 feet, North 35 degrees 14 minutes West 171-45/100 feet, North 34 degrees 15 minutes West 195-8/10 feet, North 47 degrees 36 minutes West 295-0/10 feet, North 51 degrees 25 minutes West 195-0/10 feet, North 38 degrees 35 minutes East 185-0/10 feet, South 51 degrees 25 minutes East 54-0/10 feet, and North 38 degrees 35 minutes East, passing a steel rod at 251-5/10 feet, and continuing in all, approximately 262 feet to a point on the high bank of the Brazos River;

THENCE downstream with the high bank of said river, and in a Southeasterly direction, approximately 1,020 feet to a point;

THENCE, departing said river bank, South 65 degrees 20 minutes West approximately 378 feet to a point on a curve, having a radius of 442-06/100 feet;

THENCE, around the arc of said curve to the right and in a Southerly direction, 411-6/10 feet to the end of said curve;

THENCE South 28 degrees 48 minutes West 79-15/100 feet and South 61 degrees 12 minutes East, passing a steel rod at 574-3/10 feet, and continuing in all, approximately 589 feet to a point on the high bank of said Brazos River;

THENCE downstream with said river bank, in a Southwesterly and Westerly direction, recrossing the line common to said Johnson and Hood Counties at approximately 4,000 feet, and continuing in all, approximately 4,320 feet to the Southeast corner of Lot 2090, said Pecan Plantation, Unit Eleven;

THENCE, departing said Brazos River high bank, North 24 degrees 28 minutes East, passing the Northeast corner of said Lot 2090 at approximately 625 feet, and continuing in all, approximately 675 feet to a point on a curve having a radius of 1403-3/10 feet;

THENCE, around the arc of said curve, to the right and in a  
Northwesterly direction, 84-8/10 feet to the end of said curve:

THENCE North 62 degrees 05 minutes West 16-75/100 feet to the  
Southeast corner of said Lot 2027:

THENCE North 27 degrees 55 minutes East 150-1/10 feet to the  
point of beginning.



Prepared from surveys made  
on the ground May, 1976.

David A. White  
David A. White, R.P.S. No. 1824

FILED FOR RECORD  
AT.....8:30 A..... M.

OCT 12 1976

David A. White  
Clerk County Court, Hood County, Texas

FILED FOR RECORD THE 13 DAY OF Oct 1976 AT 8:30 A.M

RECORDED THE 13 DAY OF Oct 1976 AT 9:00 A.M

William Harmon  
DEPUTY

DORIS DYER, COUNTY CLERK  
HOOD COUNTY, TEXAS