

SECOND AMENDED
DEDICATION & RESTRICTIONS

by Super J Corporation
for The Orchard Addition No. 6 - a Single Family Residential Development

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

SUPER J CORPORATION, a Texas corporation, d/b/a Orchard Development Company (hereinafter referred to as Dedicator) is the owner of certain land in Hood County, Texas, described in Exhibit A, attached hereto and made a part hereof, a map or plat of which is also attached hereto as Exhibit B, and made a part hereof, which plat is adopted by Dedicator as its plan for subdividing said land into lots and blocks as shown thereon, the same to be known as "The Orchard Addition No. 6," an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property as The Orchard Addition No. 6, and other land owned by Dedicator adjoining and near The Orchard Addition No. 6 in installments, from time to time, so as to develop the same in an orderly manner for single family residences; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in The Orchard Addition No. 6 so as to provide for the preservation of the values and amenities in said development and the maintenance thereof for the benefit of the present and future owners of said lots;

WHEREAS, Owners of Lots in The Orchard Addition No. 6 shall be required to be members of Pecan Plantation Owner's Association, Pecan Plantation Subdivision, Hood County, Texas, having all the rights and privileges of members of said Association and paying the same assessments as lot owners of lots in Pecan Plantation Subdivision and

WHEREAS, that certain land adjoining The Orchard Addition No. 6, as evidenced by Deed in Hood County, Texas, Deed 10338 in Volume 1373, pages 070 through 077, described as Golf Course, Tract Number 1,2,3,4,5,6,7,8,9 and The Driving Range, is owned by the Nutcracker Golf Club, and shall not be a part of The Orchard Addition No. 6, or any other future Unit developed in The Orchard Addition; and

WHEREAS, Owners of lots in The Orchard Addition No. 6, shall not by virtue of their ownership of a lot in The Orchard Addition No. 6, become members of the Nutcracker Golf Club or be entitled to use said Nutcracker Golf Course without purchasing a membership in the Nutcracker Golf Club; and

WHEREAS, as long as memberships are available in the Nutcracker Golf Club, as determined by the Nutcracker Golf Club, Owners of lots in The Orchard Addition No. 6, shall be entitled to purchase said memberships and shall be entitled to all rights and privileges of the Nutcracker Golf Club including the use of said Nutcracker Golf Course and

NOW THEREFORE, Dedicator declares that the above described property designated as The Orchard Addition No. 6, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. DEFINITIONS

As stated herein the following terms shall have the meanings indicated:

A. "Dedicator" shall mean SUPER J CORPORATION, d/b/a ORCHARD DEVELOPMENT COMPANY, where appropriate shall include the successors and assigns of SUPER J CORPORATION, d/b/a ORCHARD DEVELOPMENT COMPANY.

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 A. The term shall not include any area or tract designated 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 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 Texas non-profit corporation, organized for the purposes stated in Paragraph III. C. 6. (Membership in Association) below, and shall include the successors and assigns of such corporation.

H. "Golf Course" shall mean the Nutcracker Golf Club's (formerly the Pecan Orchard Golf Course Corporation)

golf course adjoining The Orchard Addition No. 6.

I. "The Plat" shall mean the plat of The Orchard Addition No. 6, attached hereto in Exhibit "B".

J. "Builder", shall mean a bona fide person or entity actually engaging in the business of purchasing lots and building residences thereon for re-sale.

K. "The Orchard Development" shall mean The Orchard Addition No. 6 and all future additions platted as additions as a part of The Orchard Development but shall not include other lands owned by the Developer adjoining or near the lands platted as The Orchard Development, which are not platted as a part of The Orchard Development.

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, for the use of owners and their guests 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. Easements designated on the plat as "private golf course access easements" are reserved for the exclusive use of the Nutcracker Golf Club to provide ingress and egress to the Nutcracker Golf Course property.

C. Dedicator reserves to itself and its assigns 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 systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 5 feet in width is hereby reserved along the front and back boundary and an easement of 5 feet in width is hereby reserved along each side boundary line of each lot as may be necessary for installation and maintenance of said utilities and lines, and for drainage of surface water from surrounding properties

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 outbuildings as approved under Paragraph B. 1. (Approval of plans) below, and servant's houses for use of bona fide servants. No soil or trees shall be removed for any commercial use.

2. *Temporary Structures.* No structure of a temporary character, trailer, mobile or movable home, basement tent, shack, garage, or other outbuilding shall be 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, gasoline, or chemicals may be constructed or maintained on any lot above the surface thereof except as provided in Paragraph B.12. (Gas). Recreational vehicles such as motor homes, travel trailers, boats and other similar vehicles over 15 feet in length shall not be stored on resident's property for periods longer than three days or they shall be completely screened from view from the street.

4. *Animals.* No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any lot excepting dogs or cats, or other household pets not kept for commercial purposes, and which are confined to the owner lot by a leash, fencing or otherwise.

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 Association.

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 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 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 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 ground

thereof, or for the construction of a water retention tank or pond. No mineral rights are conveyed by Dedicator to purchaser.

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 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 Association.

11. **Electrical Service Lines.** All electrical service lines (being the line from the distribution line to the residence) shall be installed underground.

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 the plans therefore, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been approved in writing by Association, which right of approval may be transferred to an architectural committee of the Association and shall not be unreasonably withheld. In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be by delivery in person or by registered or certified letter 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 the Association or its assigns in this respect 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 conclusively 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 appendage) of less than the minimum number of square feet as set out for the respective lots as follows:

Lots	Minimum Square feet
Any lot containing 12,000 square feet or less.	1,200
Any lot containing less than 15,000 square feet and more than 12,000 square feet.	1,500
Any lot containing no more than 22,500 square feet and 15,000 square feet or more.	1,700
Any lot containing more than 22,500 square feet.	1,900

3. **Exterior walls.** At least 60% 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 given by Association or by its' architectural committee.

4. **Building lines.** No building, fence or structure of any kind shall be located on any lot within the built set back lines as designated on the plat, and in this instrument, except upon prior approval of the Dedicator; Dedicator shall have the right to assign to Association the right to grant such exceptions. For the purpose of this restriction, porches and open porches shall be considered as part of a building. Eaves shall not be considered part of the building as relate to side lot lines. Lots shall "front" on the adjoining private way; corner lots shall be deemed to "front" on private way adjoining either lot line. No part of any structure shall be erected or maintained closer than 10 feet to side lot line, except lots of 12,000 square feet or less shall be allowed a 5 foot side lot line restriction. No part of structure shall be erected or maintained closer than 35 ft. to the Nutcracker Golf Course, or to the lakes and ponds serving the Nutcracker Golf Course without the written approval of the Nutcracker Golf Club or its successors or assigns.

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 for lots of 12,000 square feet or less, or upon prior written approval of the Association.

6. **Outbuildings.** Outbuildings shall be of design and construction compatible with that of the residence. No outbuilding shall exceed the residence in height, unless prior approval of the Association is obtained.

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. 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, Association, 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 streets to the buildings.

9. **Driveway entries.** Driveway structures that cross the drainage channels on each side of the street must provide for culverts or drainage structures adequate to allow unrestricted passage of expected water flows down the channel during extreme rainfalls. Such driveway structures must be provided before any construction is started on the lot.

10. **Mail boxes.** The location, size and design of all mail boxes shall be subject to the prior approval of Association.

11. **Fences.** Plans for the design and location of fences shall be submitted to the architectural control committee of Pecan Plantation Owners Association, which shall have the right to allow or disallow such improvements. However, any fences bordering on the golf course must be an ornamental or decorative fence such as, but not limited to, pipe, wrought iron, or wooden railing. Solid privacy fences and wire fences shall not be allowed adjacent to the golf course. Each fence on the golf course must provide an access gate for the retrieval of balls only, as provided in Paragraph C.11. (Golf Course Lots).

12. **Gas.** Propane, LPG or other compressed gases are allowed for household purposes, but all tanks and/or containers must be installed according to specifications of the appropriate regulatory agencies and must be concealed behind walls or shrubbery as not to be noticeable from any private way.

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

14. **Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and 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 shall be required to connect to, use, and pay for sewer service if it is available to the lot. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

15. **Irrigation.** An irrigation system for the irrigation of pecan trees has been installed by Dedicator on some lots. Upon purchasing any such lot, Dedicator shall cap off any irrigation water going to purchaser's lot, but Dedicator shall not be obligated to remove said irrigation system from the lot. Purchaser shall not have any rights to irrigation water owned by Dedicator, or any other holder of irrigation water rights recognized by the state of Texas and/or the Brazos River Authority.

16. **Use of Ponds and Lakes.** Owners of lots shall have no rights to (1) to pump water from the ponds or lakes, (2) to discharge water or waste into the ponds or lakes, except as accomplished through normal run-off, (3) to use the ponds and lakes for any personal or recreational use, (4) to build any building any closer to the ponds or lakes except as provided in Paragraph III. B. 4. (Building lines), except as allowed by the owner of the lands upon which the ponds and lakes are located. Owners of lots recognize the lakes and ponds as a potential hazard, and agree that they will be responsible for securing the safety of owners, their families, and guests, and shall not require the fencing of such and will hold Developer harmless from such potential hazards.

17. **Pollution.** No lot shall be used for any purpose that would result in pollution by refuse, sewage, or other material that might tend to pollute or otherwise impair the ecological balance of surrounding lands, rivers, lakes, or ponds.

18. **Damage to Roads and Utilities.** Any damage to private roadways or utilities, such as, but not limited to, damage to pipelines, streets, street shoulders and drainage ditches caused by owner or owner's agents that occurs from the date of issuance of the building permit until completion of the improvements on the owners lot shall be the responsibility of the owner, and any costs associated with the repairs of such damage shall be paid by the owner.

C. GENERAL

1. **Subdivision of lots.** No lot shall be subdivided without prior approval of the Dedicator; provided, however,

that Dedicator expressly reserves the right to subdivide any lot to which it shall hold title, except that no lot shall contain less than 10,800 square feet.

2. **Combining of lots.** Dedicator expressly reserves the right to combine any adjacent lots to which it shall hold title into one lot, and that lot shall be considered as one lot for assessment purposes by the Pecan Plantation Owners Association.

3. **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.

4. **Flood easements.** Certain lots may be subject to temporary flooding in the event of a heavy rainfall. Special investigations have been made to locate the highest water line of record and each lot has been located in a way which will provide a building site on each lot above such high water line. No residence shall be constructed unless the finished floor level is at a minimum of 714 ft. above mean sea level.

The Developer does not warrant more than such special investigations, nor can he warrant that unforeseen events or acts of God will not cause the water to rise higher at some future time period.

5. **Disposition of lot.** No sale, transfer, lease or other disposition of any lot shall be considered to 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, Association 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 bought 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 Association shall have an absolute right and option to purchase said lot 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.

6. **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 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.

7. **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 duly recorded mortgages) 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.

8. **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 or assigns, solely for the maintenance of the facilities and services for which he would be required to pay if he were the 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, or the immediate family of James E. Anthony shall not be subject to such assessment.

9. **Builders.** Notwithstanding anything contained herein to the contrary, Builders who at any one time purchase for resale three (3) but not more than ten (10) unimproved lots in The Orchard Development, whether such lots are in the same Unit or not, shall be subject to only the assessment for one lot only for a period of two and one-half (2-1/2) years from the date that such lots were acquired. For instance, any lot owned for a period greater than two and one-half (2-1/2) years shall be subject to the assessments. A Builder shall be liable for all assessments on each lot over ten t

he owns, unless such assessments are waived by the Association. Such waiver of assessments is not transferred upon the sale or transfer of a lot to another owner.

10. **Assessments.** Each purchaser of a lot from Dedicator, and the successors and assigns of said purchasers shall be assessed monthly the amounts set by the Association for all of its members under the terms of its' By-Laws except as provided in Paragraph 8 (Non-members of Association) above.

Neither Dedicator, nor any corporation or other entity with substantially the same ownership and control as Dedicator, as well as any immediate member of the James E. Anthony family, shall ever be assessed by the Association for any lots owned by it, or transferred to a corporation or other entity with substantially the same ownership and control, and the owner or owners of such lots shall not be entitled to voting rights after January 1, 2002.

11. **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 and the maintenance of the golf course, together with all 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. Any fence bordering the golf course shall be in compliance with Paragraph B.11.

None of the Owners in The Orchard Addition No. 6, shall be entitled to use the Nutcracker Golf Course for any purpose unless they are members of Nutcracker Golf Club.

12. **Pecan operations.** At the time of this dedication an entity related to Dedicator with substantially the same ownership as Dedicator operates property adjoining the subdivision which it intends to use for the continuing 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, its successors and assigns, 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 of chemicals, irrigation, fertilization, cultivation and gathering. By acceptance and retention of title to a lot in The Orchard Addition No. 6, 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 such operations in a negligent manner. Any pecan operations carried out under approved and accepted pecan horticultural practices for any orchard, regardless of its location, shall be deemed acceptable and reasonable.

Also Dedicator reserves the right to operate unsold lots as part of the pecan orchard with the same rights and privileges outlined in the Paragraph 10. (Assessments) above. Each owner, by acceptance of title, understands that such pecan operations on occasions, and from time to time, produce noise, odors, dust, spray drift and other temporary inconveniences, and that such are deemed as a part of the ordinary operation of the orchard. Dedicator further intends and reserves to itself, all entities with substantially the same ownership as Dedicator, its successors and assigns, and all owners or 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 The Orchard Addition No. 6, 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 and ownership of the land and crops on which pecan operations are conducted.

13. **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; such signs not to exceed a maximum size of 12" x 18".

14. **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.

15. **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.

16. **Enforcement.** These restrictions, covenants, and conditions may be enforced by Dedicator herein and by the owner of any lot in The Orchard Addition No. 6, 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 5,6,7,8 and 9 (Disposition of lot, Membership in Association, Lien for amounts owed Association, Non-members of Association, and Builders) above, all of which shall be payable to the Association in Hood County, Texas, or to enforce foreclosure of any lien therein granted.

17. **Duration.** All of the restrictions and covenants herein set forth shall continue and be binding upon Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 20

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, 2002 the owners of the beneficial title of a majority of the lots herein dedicated (one vote for each lot) 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 agree 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 (i.e. land not included in the additions platted as a part of The Orchard Development) owned by Dedicator its successors and assigns, with specific reference to the pecan orchard operations, future development of the surrounding land, or change or modify any covenant or agreement of any lot owner with respect to any such land. Selection by Dedicator of January 1, 2002, in this provision is intended only to provide a reasonable period of time for assured continuity and stability for lot owners, and is not intended in any way to affect, or to be in conflict with, or to be construed in connection with the comparable original "duration" date of January 1, 1997 provided for in other Pecan Plantation Subdivision Restrictions, nor is this date intended to affect the ability of the Pecan Plantation Owners Association to amend its by-laws or rules and regulations at any time it so wishes by the exercise of its rights under the existing by-laws, or any future modified by-laws.

18. **Additional Subdivision.** As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land adjoining or near The Orchard Addition No. 6 from time to time so as to develop same as a part of the subdivision known as The Orchard Development. Developer therefore reserves the right to develop land adjoining or near The Orchard Addition No. 6, (such other land to be platted into Addition No. 7, Addition No. 8, etc. from time to time to expand The Orchard Development or create other additions of dissimilar names) to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as part of the larger Pecan Plantation Development as Developer shall deem advisable, whether more or less stringent than those provided herein. However no restrictions on additional additions to be platted as a part of The Orchard Development shall allow construction other than single family residences or single family residences with 1-4 units. Developer further reserves the right 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 at private ways provided for herein. It is specifically understood that Developer may develop some additional land owned by Developer which will not be a part of Orchard Development for single family residences, multi family residence and commercial development and may at its election create and install recreational facilities. Any such commercial development shall be required to be 200 feet or more from the Orchard Development. Unless otherwise provided in the instrument creating any such future subdivision of lands adjoining or near The Orchard Development lands owned by the Developer, all purchasers of lots in THE ORCHARD ADDITION NO. 6, and all purchasers of lots in additional additions which are platted as a part of Orchard Development, and all owners of lots in such other Pecan Plantation subdivisions outside The Orchard Development and whether they are present or future subdivisions, shall be entitled equally to the use of all private ways and recreational facilities provided for in such subdivisions, to enforce a restriction, covenant or condition provided for therein, to participate in any modification or change in said restrictions, covenants, and conditions under Paragraph 16 (Enforcement) above, and to become members of the Association, just as though all of said subdivisions had been created at one time and by one instrument.

19. 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 discretion, approval right 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.

20. 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 20th day of June, 1996.

SUPER J CORPORATION, d/b/a
ORCHARD DEVELOPMENT COMPANY

ATTEST:

By:

Donald R. Boyd, Secretary

By:

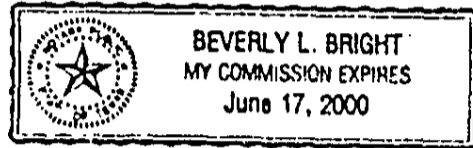
James E. Anthony, President

THE STATE OF TEXAS *

COUNTY OF HOOD *

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES E. ANTHONY, d/b/a ORCHARD DEVELOPMENT COMPANY, 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 SUPER J CORPORATION, d/b/a ORCHARD DEVELOPMENT COMPANY, 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 20th day of June, 1996.



Beverly L. Bright
Notary Public, State of Texas

Return to:
Super J Corporation
8501 N Monticello
Granbury, Tx 76049

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&
F
ox Inc., Professional Surveyors

Clifford E. R
Jerry F.
Registered Sur
128 Ridgeway
Cleburne, Texas
817-645
FAX 817-645

EXHIBIT A
Page 1 of 2

FIELD NOTES
ORCHARD ADDITION NO. 6

Being a tract of land in the James W. Moore Survey, Abstract No. 344, Hood County, Texas.

Beginning at a 1/2 inch steel pin found in the West line of Monticello Drive being the Southeast corner of Lot 1072, Pecan Plantation, Unit 6, as recorded in Slide A-138, Plat Records of Hood County, Texas;

Thence, South 10 degrees 04 minutes 00 seconds West, along the Westerly line of Monticello Drive, 140.00 feet to a 1/2 inch steel pin set for a corner;

Thence, North 79 degrees 56 minutes 00 seconds West, 336.50 feet to a 1/2 inch steel pin set for a corner;

Thence, South 07 degrees 12 minutes 00 seconds East, 185.00 feet to a 1/2 inch steel pin set for a corner;

Thence, South 47 degrees 35 minutes 00 seconds West, 137.30 feet to a 1/2 inch steel pin set for a corner;

Thence, North 01 degrees 30 minutes 00 seconds West, 229.72 feet to a 1/2 inch steel pin set for a corner;

Thence, North 01 degrees 10 minutes 00 seconds West, 297.55 feet to a 1/2 inch steel pin set for corner;

Thence, North 08 degrees 06 minutes 00 seconds West, 349.51 feet to a 1/2 inch steel pin set for a corner;

Thence, North 79 degrees 01 minutes 00 seconds East, 301.72 feet to a 1/2 inch steel pin set for a corner;

Thence, North 10 degrees 59 minutes 00 seconds West, 44.67 feet to a 1/2 inch steel pin set for a corner;

Thence, along a curve to the right having a radius of 428.68 feet and a chord bearing North 00 degrees 27 minutes 30 seconds West, 156.61 feet, a distance of 157.49 feet to a 1/2 inch steel pin set for a corner;

Thence, North 10 degrees 04 minutes 00 seconds East, 370.83 feet to a 1/2 inch steel pin set for a corner;

Thence, South 79 degrees 56 minutes 00 seconds East, 70.00 feet to a 1/2 inch steel pin set for a corner;

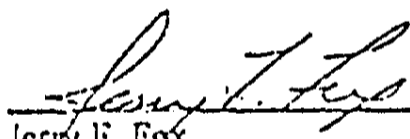
Thence, South 10 degrees 04 minutes 00 seconds West, 437.47 feet to a 3/4 inch steel pin found for a corner;

Thence, South 10 degrees 59 minutes 00 seconds East, 262.00 feet to a 3/4 inch steel pin found for a corner;

Thence, South 45 degrees 41 minutes 10 seconds East, 258.78 feet to a 3/4 inch steel pin found for a corner;

Thence, South 64 degrees 56 minutes 00 seconds East, 152.00 feet to the place of beginning and containing 7.971 acres of land.

I, Jerry F. Fox, Registered Professional Land Surveyor, No. 4009, certify that the above field notes were prepared from a survey made on the ground in June and July, 1995.



Jerry F. Fox
Registered Professional Land Surveyor
No. 4009

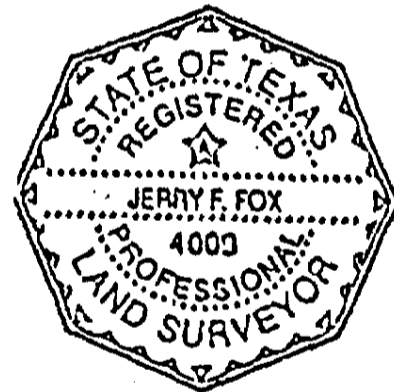


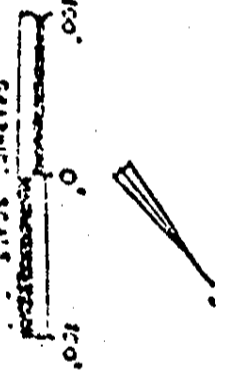
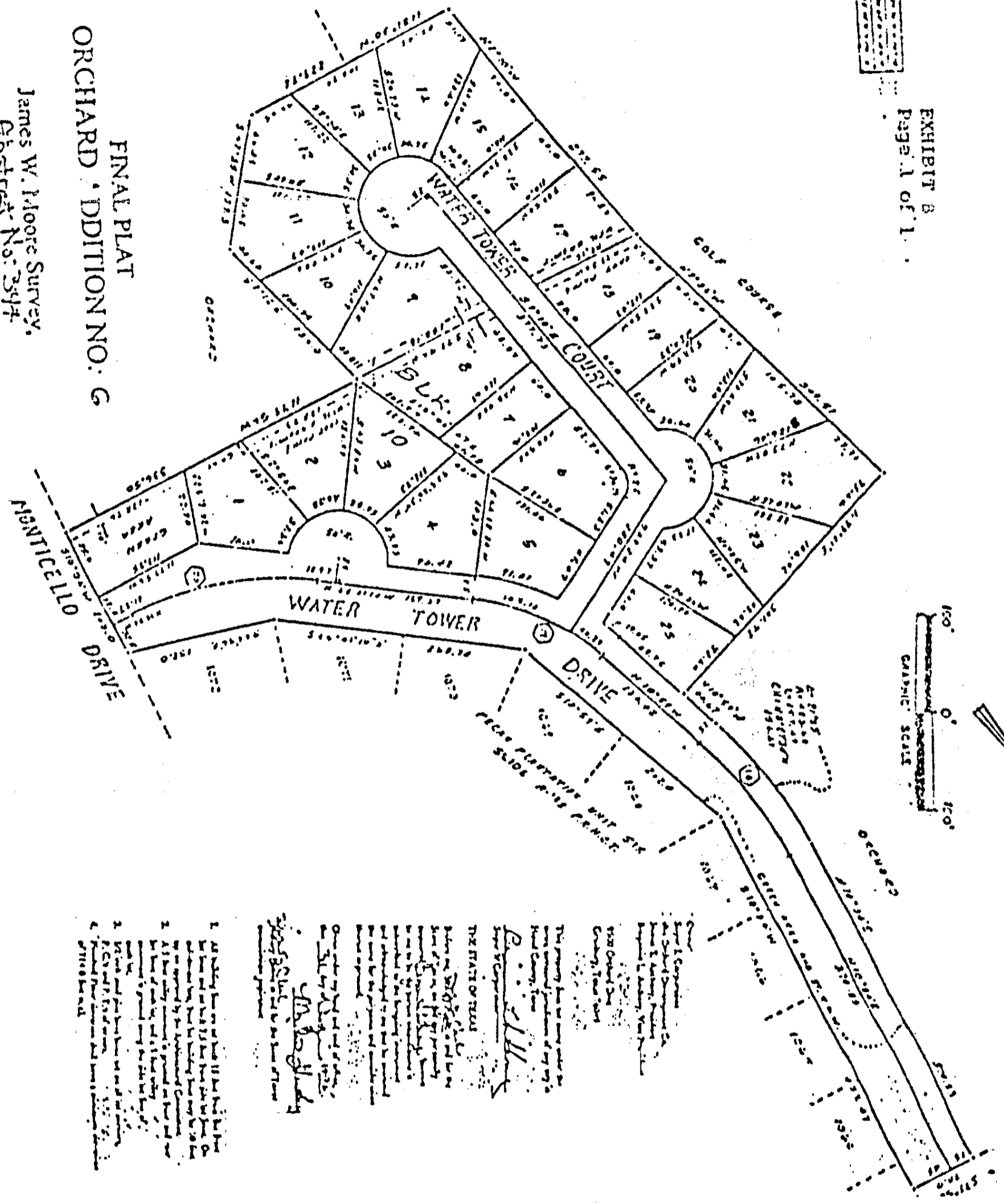
EXHIBIT B
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WATER TOWER
DRIVE
GOLF COURSE
MOUNTAIN VIEW DRIVE

FINAL PLAT
ORCHARD ADDITION NO. 6

James W. Moore Survey,
1105 Street No. 344
Texas



James W. Moore
Surveyor

THE STATE OF TEXAS
COUNTY OF DALLAS

I, James W. Moore, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office.

1. All buildings hereon are to be built on lots 11 and 12 and to be of the same height and to be of the same width as the buildings hereon on lots 11 and 12.
2. All buildings hereon are to be of the same height and to be of the same width as the buildings hereon on lots 11 and 12.
3. All buildings hereon are to be of the same height and to be of the same width as the buildings hereon on lots 11 and 12.
4. All buildings hereon are to be of the same height and to be of the same width as the buildings hereon on lots 11 and 12.

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Any provision herein which restricts the sale, rental, or use of
the described real property because of color or race is invalid,
and unenforceable under federal law.
STATE OF TEXAS COUNTY OF HOOD
I hereby certify that this instrument was filed on the date and
at the time stamped hereon by me and was duly RECORDED
in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY
TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Clerk
HOOD COUNTY, TEXAS

FILED FOR RECORD
AT 1:30 P.M.

JUN 28 1896

Anjanette Ables
County Clerk, Hood County, Tx