

DECLARATION OF RESTRICTIONS

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 being recorded simultaneously herewith at Vol. 2, p. 50 of the Plat Records of Hood County, Texas, which plat is adopted by Dedicator as its plan for subdividing said land into lots as shown thereon, the same to be known as "PECAN PLANTATION, UNIT XI", an addition in Hood County, Texas, and being:

Lots 1965 thru 1970, 1972 thru 2037, 2039 thru 2055, 2057, 2059 thru 2065, 2067 thru 2071, 2073 thru 2075, 2077 thru 2091, and 2083 thru 2090, Unit XI of Pecan Plantation, in the James W. Moore Survey, Abstract 344, Hood County, Texas;

WHEREAS, Dedicator desires to subdivide and plat said real property and other land in and near UNIT XI 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 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 XI, 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 property designated as PECAN PLANTATION, UNIT XI, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I.

A. Easements shown on the plat as streets (in particular Ravenswood Road) and "Private Access R.O.W." shall provide Dedicator, its successors and assigns and the owners of the lots in Pecan Plantation with the right of ingress and egress to the area and facilities thereof and to adjoining land 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. Easements, if any, designated on said plat 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 or noted 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 ten feet in width is hereby reserved along each lot line adjoining a private way and an easement of five feet in width is hereby reserved along each other lot boundary line 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 instrument 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.

II.

DEFINITIONS, RESTRICTIONS, COVENANTS AND LIENS

The definitions, restrictions, covenants and liens set out in the Dedication and Declaration of Restrictions of PECAN PLANTATION, UNIT I, dated July 26, 1972, and recorded in Vol. 186, page 166, Deed Records of Hood County, Texas, are hereby adopted and incorporated herein by reference as the definitions, restrictions, covenants and liens for PECAN PLANTATION, UNIT XI, running with said land, with the following exceptions, changes and amendments:

A. Paragraph III.A.4. thereof is amended to read as follows:

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's lot by a leash, fencing or otherwise.

B. Paragraph III.A.6. thereof is amended as follows:

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 the 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 the charge the lot owner for all reasonable costs thereby incurred.

C. Paragraph III.A.7. thereof is amended to read as follows:

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.

D. Paragraph III.B.2. thereof is amended to read as follows:

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 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>
1965 thru 1970, and 1972 thru 2027	1200
2028 thru 2037, 2039 thru 2055, 2057, 2059 thru 2065, 2067 thru 2071, 2073 thru 2075, 2077 thru 2081, and 2083 thru 2090	1600

E. Paragraph III.B.4. thereof is amended to read as follows:

Building Lines. No building, fence or structure of any kind shall be located on a lot within twenty-five feet of the front line of such lot except that where a lot fronts on a cul-de-sac, the setback

line from the front thereof is reduced to fifteen feet. No structure or building or part thereof shall be erected or maintained within seven feet of any side or back lot line. For the purposes of this paragraph, eaves, steps and open porches shall be considered as part of the building. Lots shall be deemed to "front" on the adjoining private way, and corner lots shall be deemed to "front" on the private way adjoining the shortest lot line. Dedicator may, in its discretion, grant exceptions in writing to any or all of the requirements of this paragraph.

F. Paragraph III.C.2. thereof is amended to read as follows:

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.

G. Paragraph III.C.3. thereof is amended to read as follows:

Recreational Facilities. Dedicator covenants that it will construct and complete the following recreational facilities: Eighteen hole golf course, club house, 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.

H. Paragraph III.C.14. thereof is amended to read as follows:

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.

I. Paragraph III.C.16. thereof is amended to read as follows:

Additional Subdivisions. As recited in the preamble to this instrument, Dedicator is subdividing and platting land near to PECAN PLANTATION, UNIT XI, in installments as a 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 XI, 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; 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 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 XI, and all purchasers of lots in all other units of PECAN PLANTATION, whether created prior or subsequent to PECAN PLANTATION, UNIT XI, shall be entitled equally to 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.

EXECUTED this 21st day of November, 1973.

ATTEST:

Wm. Donald Black, Secretary
 Wm. Donald Black, Secretary

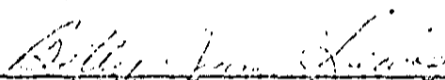
REPUBLIC LAND COMPANY, d/b/a PECAN PLANTATION

By: Robert P. Leonard, Jr.
 Robert P. Leonard, Jr., Vice President

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, a corporation, 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 19th day of November, 1973.



Notary Public, Tarrant County, Texas

FIELD NOTES

Boundary description for PECAN PLANTATION, UNIT ELEVEN, out of the James W. Moore Survey, Abstract 344, Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel rod, said point being South 76 degrees 28 minutes East 17,000-0/10 feet from the most Southerly Southeast corner of the Brazos River Authority Property, Tract No. 100, as conveyed by deed recorded in Volume 137, Page 291, Deed Records, Hood County, Texas;

THENCE North 65 degrees 48 minutes East 240-0/10 feet to a steel rod;

THENCE North 65 degrees 14 minutes East 109-25/100 feet to a steel rod;

THENCE South 72 degrees 25 minutes East 298-8/10 feet to a steel rod;

THENCE South 70 degrees 41 minutes East 600-0/10 feet to a steel rod;

THENCE South 74 degrees 41 minutes East 279-0/10 feet to a steel rod;

THENCE South 83 degrees 57 minutes East 188-0/10 feet to a steel rod;

THENCE South 86 degrees 52 minutes East 600-0/10 feet to a steel rod;

THENCE North 79 degrees 06 minutes East 206-2/10 feet to a steel rod;

THENCE South 86 degrees 52 minutes East 300-0/10 feet to a steel rod;

THENCE South 85 degrees 42 minutes East 211-0/10 feet to a steel rod;

THENCE South 78 degrees 49 minutes East 107-85/100 feet to a steel rod;

THENCE South 78 degrees 52 minutes East 109-8/10 feet to a steel rod;

THENCE South 71 degrees 43 minutes East 213-1/10 feet to a steel rod;

THENCE South 70 degrees 22 minutes East 406-9/10 feet to a steel rod;

THENCE South 66 degrees 07 minutes East 212-55/100 feet to a steel rod;

THENCE South 58 degrees 33 minutes East 233-05/100 feet to a steel rod;

THENCE South 54 degrees 28 minutes East 700-0/10 feet to a steel rod;

THENCE South 51 degrees 24 minutes East 520-4/10 feet to a steel rod;

THENCE South 48 degrees 28 minutes East 300-0/10 feet to a steel rod;

THENCE South 50 degrees 59 minutes East 286-55/100 feet to a steel rod;

THENCE South 58 degrees 03 minutes East 286-35/100 feet to a steel rod;

THENCE South 62 degrees 08 minutes East 191-1/10 feet to a steel rod;

THENCE South 27 degrees 55 minutes West 150-1/10 feet to a steel rod;

THENCE South 62 degrees 05 minutes East 16-75/100 feet to a steel rod for the beginning of a curve to the left having a radius of 1403-3/10 feet;

THENCE around the arc of said curve and in a Southeasterly direction, 84-8/10 feet to a point;

THENCE South 24 degrees 28 minutes West, passing a steel rod at 50-0/10 feet, 499-2/10 feet, 617-5/10 feet, and in all, approximately 675 feet to a point on a Northeast bank of the Brazos River;

THENCE downstream with the bank of said river, in a Northwesterly and Westerly direction, approximately 6360 feet to a point;

THENCE departing said river bank, North, passing a steel rod at approximately 15 feet, 113 feet, and in all, approximately 208 feet to a steel rod;

THENCE North 19 degrees 36 minutes West 210-0/10 feet to a steel rod;

THENCE North 24 degrees 17 minutes West 50-0/10 feet to a point on a curve, the radius point of which bears South 24 degrees 17 minutes East 571-12/100 feet;

THENCE around the arc of said curve, to the left and in a Southwesterly direction, 36-93/100 feet to a steel rod;

Field Notes
Page 3 of 3 pages

THENCE North 28 degrees 17 minutes West 124-0/10 feet to the
place of beginning.

SEMPCO, INC.
November 5, 1973
1195

FILED FOR RECORD THE 14 DAY OF November 1973 AT 2:00 P.M.

RECORDED THE 16 DAY OF November 1973 AT 1:00 P.M.

BY: Christine Woolsey
Deputy

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS