

**DEDICATION & RESTRICTIONS**  
**by Plantation Orchard, L.P.**  
**for ORCHARD ADDITION NO. 11,**  
**A Single Family Residential Development**

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THE STATE OF TEXAS\*  
 COUNTY OF HOOD \*

**KNOW ALL MEN BY THESE PRESENTS:**

PLANTATION ORCHARD, L.P., 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, which land has been platted and recorded in Slide No. C-160, Plat Records, Hood County, Texas, the same to be known as "ORCHARD ADDITION NO. 11" an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property as ORCHARD ADDITION NO. 11 and other real property owned by Dedicator adjoining and near ORCHARD ADDITION NO. 11 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 ORCHARD ADDITION NO. 11, 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 ORCHARD ADDITION NO. 11 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, certain land adjoining ORCHARD ADDITION NO. 11 is operated as the Nutcracker Golf Club, and is not a part of ORCHARD ADDITION NO. 11 and

WHEREAS, Owners of lots in ORCHARD ADDITION NO. 11 shall not by virtue of their ownership of a Lot in ORCHARD ADDITION NO. 11, become members of the Nutcracker Golf Club, except as provided in Article III. C. 7 (Social Membership in Golf Club) or be entitled to use said Nutcracker Golf course without purchasing the appropriate membership in the Nutcracker Golf Club; and

NOW THEREFORE, Dedicator declares that the above described property designated as ORCHARD ADDITION NO. 11, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**1. DEFINITIONS**

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

- A. "Dedicator" shall mean PLANTATION ORCHARD, L.P., d/b/a ORCHARD DEVELOPMENT COMPANY, as successor to Republic Land Company, d/b/a Pecan Plantation (the original Dedicator), and shall include the successors and assigns of PLANTATION ORCHARD, L.P., d/b/a ORCHARD DEVELOPMENT COMPANY, including any other business with essentially the same ownership as Dedicator.
- B. "The property" shall mean the real property described in Exhibit "A" and attached hereto.
- C. "Lot" shall mean a single piece or parcel of land shown as a numbered Lot on the plat referenced in Slide No. C-160, Plat Records, Hood County, Texas. The term shall not include any area or tract designated as a recreation facility, a private way, or any area shown as "undeveloped".
- D. "Corner lot" shall mean a lot that abuts on more than one private way or street.
- E. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon a Lot which is designated and intended for use and occupancy as a residence by a single person, a couple, or a family.
- F. "Golf Course Lot" shall mean a Lot for which one or more of the boundary lines or a portion of any property line abuts property owned by the Nutcracker Golf Club, Inc.
- G. "Outbuilding" shall mean any building improvement that is located on a Lot but not connected to the residence.



- H. "Owner" shall mean the beneficial record Owner of the fee simple title to 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. The Dedicator may be an Owner, but may also have special rights distinguished from an Owner who purchases a residential Lot from the Dedicator.
- I. "Association" shall mean the PECAN PLANTATION OWNERS ASSOCIATION, INC., a Texas non-profit corporation, organized for the purposes stated in Article III. C. 6 (Membership in Association) below, and shall include the successors and assigns of such corporation.
- J. "Golf Course" shall mean the Nutcracker Golf Club, Inc.'s (formerly the Pecan Orchard Golf Course Corporation) golf course adjoining the ORCHARD ADDITIONS.
- K. "The Plat" shall mean the plat of ORCHARD ADDITION NO. 11 as recorded in Slide No. C-160, Plat Records, Hood County, Texas.
- L. "Builder" shall mean a bona fide person or entity other than the Dedicator actually engaging in the business of purchasing Lots and building residences thereon for re-sale. Dedicator may also be a Builder and retain the same rights and privileges as the Dedicator as dictated by agreements between the Dedicator and Association.
- M. "The Orchard Development" shall mean all past and future additions platted by PLANTATION ORCHARD, L.P. d/b/a Orchard Development Company as additions to Pecan Plantation Development, but shall not include other lands owned by the Dedicator adjoining or near the lands platted as part of the Pecan Plantation Development, which are not platted as a part of the Pecan Plantation Development.
- N. "Golf Club" shall mean the Nutcracker Golf Club, Inc. or its successors or assigns.
- O. "Business" shall be construed to have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family or for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required. Notwithstanding the above, the leasing of a dwelling unit shall not be considered a trade or business within the meaning of this term.
- P. "Pecan Plantation Development" shall mean all platted lots, amenities or facilities that are subject to the bylaws and rules and regulations of the Pecan Plantation Owners Association.

## II. EASEMENTS AND RIGHT-OF-WAYS

- A. Easements, right-of-ways, and streets designated on the plat as "private streets", or as named streets 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 utility easements, drainage easements, golf course easements, or cart path easements are reserved for the use of the Dedicator and its' assigns to construct and maintain utilities and drainage to the addition.
- C. Easements designated on the plat as golf course and cart path easements are reserved for the exclusive use of the Nutcracker Golf Club to provide ingress and egress to the Nutcracker Golf Course property, and for the Nutcracker Golf Club to construct and maintain utilities and drainage to the property.
- D. Dedicator reserves to itself and it's assigns an easement and the right to construct and maintain in, over and across the easements, right-of-ways, private ways, and private streets shown on said plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation systems, power and communication lines, surface and subsurface water drainage, and all pipes, lines, and other appurtenances in connection therewith.
- The plat referred to herein provides for an easement 12 feet in width reserved along the front boundary and 10 feet in width reserved along the 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 the installation and maintenance of said utilities and lines, and for drainage of surface water from surrounding properties.
- E. In the event of any discrepancy in these dimensions, or any other dimensions referred to in this document and those dimensions shown on the recorded plat, then the dimensions on the recorded plat shall prevail.
- F. In addition to the Easements described above in Article II.A through Article II.D, (Easements and Right-of-



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Ways), easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or Resident of a Lot may, without the prior written approval of the Association, and the Dedicator, and any applicable governmental authority;

1. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation there from;
2. Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
3. Place, store, or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

Notwithstanding any approval by the Dedicator, the Association, or any applicable governmental authority, Dedicator and/or the Association has no liability for damages to any improvement on the Lot, or any other Lot in Pecan Plantation caused by any action either by the Owner, or by other Owners of Orchard Development Lots, as described in Article II F, (Easements) 1 - 3, as set out above, nor does the Dedicator or Association have any responsibility replacing or repairing any damage caused by Owners improvements or alterations within the easements, regardless of whether or not the Owner has received an approval for such alterations.

### III. RESTRICTIONS, COVENANTS AND RESERVATIONS

#### A. USE OF LAND

1. **Residential Purpose Only.** Except as may otherwise be provided herein, each Lot and Dwelling shall be used exclusively for single-family residential purposes only, and no building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or doctor's office, or any other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or any part thereof. No improvement or structure whatsoever, other than a private Dwelling Unit, swimming pool, permitted outbuildings, or garages, may be erected, placed or maintained on any Lot.
2. **Agricultural use of Lots over 1 acre in size.** In addition to its use as a residential lot, lots consisting of more than 1 acre may be used for agricultural or horticultural activities, which would include, but not be limited to, production of pecans and gardening. Pecan trees may be removed by the Owner as needed for establishment of other agricultural or horticultural use; however, the Owner shall maintain a minimum ratio of total pecan trees on his property of 8 trees per acre unless approved by the Association. For instance, a 4 acre tract shall maintain at least 32 pecan trees on the premises. However, no commercial activity shall occur on the Lot that does not conform to the rules and regulations of the Association. The provisions in this paragraph do not apply to any Lot less than 1 (one) acre in size.
3. **Temporary Structures.** No structure of a temporary character, trailer, mobile or movable home, camper, or recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
4. **Business Use.** No trade or business may be conducted in or from any Lot, except that an Owner or resident in a Dwelling Unit may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to any and all requirements that may be applicable to the Property; (c) the business activity does not involve persons coming into Pecan Plantation who do not reside in Pecan Plantation, or involve door-to-door solicitation of residents in the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of Pecan Plantation, as may be determined in the sole discretion of the Association through its Board of Directors.
5. **Designation of Lots for Alternate Purposes.** The Association reserves the right to designate any Association owned Lot be used for security purposes, as a recreational area, as a Lot to be used for drainage purposes, or for ingress or egress access purposes, and any other use deemed advisable for the benefit, use, or enjoyment of the Association's Members. The Dedicator likewise reserves the right to designate any Dedicator owned Lot be used for security purposes, as a recreational area, as a Lot to be used for drainage purposes, or for ingress or egress access purposes, and any other use deemed advisable for the benefit, use, or enjoyment of the Association's Members.



6. **Removal of Trees.** No soil or trees shall be removed from any lot for any commercial use. Except for those trees that are removed within the footprint of the residence's foundation and the associated driveways and patios, no trees with a diameter exceeding 3" shall be cut from any Lot without prior written consent of the Association. Dedicator reserves the right to remove any trees on a Dedicator owned Lot without the permission of the Association.
7. **Storage.** All trash receptacles shall be screened so as not to be visible by the public from any adjoining private way, unless otherwise approved by the Association in writing. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or the Association, in connection with the screening, storage and removal of trash and garbage. All Lots shall be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste shall be kept in adequate containers which shall be constructed of metal, plastic, or masonry material, with tightly fitting lids, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials or equipment whatsoever, except the new building materials used in the construction of improvements erected on the Lot during the time of construction, so long as the construction progresses without unreasonable delay. Upon completion of the improvements, these materials shall be removed from the Lot, or stored in a suitable enclosure on the Lot. All wood piles, yard equipment, and other similar items shall be located or screened so as to be concealed from view of streets and property located adjacent to the Lot. All rubbish, trash, and garbage shall be removed from the property and shall not be allowed to accumulate thereon.
8. **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. Owners shall be solely responsible for protecting their pets from predators. Owners shall be responsible for damage to other property caused by their pets.
9. **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.
10. **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 and must comply with outdoor burning rules and regulations. No grass or weeds shall be allowed to grow to a height that is unsightly in the opinion of the Association. Association shall have the right, after seven (7) days' written notice to the Lot Owner 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.
11. **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.
12. **Drilling and excavation.** No oil drilling, development, refining, quarrying or mining operation shall be permitted upon the surface of 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, or improving the gardens or grounds thereof. No mineral rights are conveyed by Dedicator to Owner.
13. **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.
14. **Advertising Signs.** All advertising signs are prohibited without written consent of the Association except for the Dedicator's use of signs to designate lots offered for sale as provided in Paragraph III. C.14 (Unsold Lots). Dedicator may also display window signs in homes offered for sale and signs that designate one or more "Model Home", such signs not to exceed 18" x 24" in dimension.
15. **Electrical Service Lines.** All electrical service lines (being the line from the distribution line to the residence) shall be installed underground.
16. **Parking and Prohibited Vehicles.**
  - a. **Parking:** Vehicles shall be parked only in the garage or driveway serving the Dwelling Unit, or in such other paved areas as have been approved by the Association for parking vehicles. The Association may authorize on-street parking on a temporary basis for visitors or guests, subject to reasonable rules and regulations.
  - b. **Prohibited Vehicles:** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats, other watercraft and associated trailers, golf carts, and golf cart trailers shall be parked only in enclosed garages. Stored vehicles and



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vehicles which are obviously inoperable or do not have current licenses shall not be permitted on the Lot except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Lot must be removed within fourteen (14) days thereof. For purposes of this section, vehicles shall be considered stored if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Association. Service and delivery vehicles may be parked on the property during the daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit.

## B. CONSTRUCTION OF IMPROVEMENTS

1. **Approval of Plans.** No building, fence, or structure or improvement of any kind shall be erected or altered on any Lot until the Association or any committee authorized by the Association's By-Laws, such as the Architectural Control Committee, has approved in writing: (a) a plan for the overall development of the Lot, including the size and 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, surface water drainage, including the size of any culvert pipe in any drainage way that conforms with the drainage plan for the overall development of said Lot (see Plat for culvert size required for each Lot). In the event of disapproval of any such plans, specification, 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 elements disapproved and the reason therefore, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of the Association (or any committee authorized by the Association's bylaws) in this respect and the exercise of its discretion shall be final and conclusive. If notice of disapproval of such plans, specifications, materials, or plot-plan is not given within thirty (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 outbuildings) of less than the minimum number of square feet as set out for the respective Lots as follows:

All Lots	Minimum Square Feet	-	2200 square feet
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3. **Exterior walls.** At least 75% 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 Association.
4. **Building lines.** No building shall be located on any Lot within the building set back lines (set back area) as designated on the plat, except for eaves as explained below. Granting of exceptions shall be upon the approval of the Association. However, any approval of a building setback exception on any lot adjoining the Nutcracker Golf Course shall require the additional approval of the Dedicator. For the purpose of this restriction, building lines are measured to the exterior wall of the building. Building lines are not measured to the eaves. Eaves shall not extend more than 24 inches into the setback area. The setback area is defined as the area between the property line and the setback line. See Plat for building setback requirements.

The restrictions designated on the plat concerning a 35 foot building set back line from the Nutcracker Golf Club are not intended to prohibit open patios, swimming pools, hot tubs, or other low profile (4 foot maximum height) amenities used exclusively by the Owner. However, without prior approval by the Dedicator and the Association, such amenities must comply with the rules and restrictions outlined in this document concerning quality and nature of construction materials. Owner agrees that any encroachment on the rear set back line by any approved amenity is subject to these restrictions, and that any amenities or improvements must not unduly restrict the view of adjoining property owners to the golf course. The Nutcracker Golf Club and its members and invitees, and the Association will not be liable for any damage to the Owner's permitted amenity or for any injury to any users of the Owner's amenities as a result of the playing of the game of golf or the exercising of the care and maintenance of the golf course as provided in paragraph III.C.12 (Golf Course Lots)

The front of each Lot is designated as follows:

Lots 3035 through 3042 shall front on Medinah Court  
Lots 3043 through 3055 shall front on Pinehurst Drive  
Lots 3056 through 3061 shall front on Pinehurst Court



Lots 3062 through 3081 shall front on Pinehurst Drive  
Lots 3082 through 3086 shall front on Medinah Drive  
Lots 3120 through 3124 shall front on Medinah Drive  
Lots 3087 through 3103 shall front on Inverness Road  
Lots 3104 through 3119 shall front on Inverness Road

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Subject to the provisions of paragraph 7 below:

Lots 3035, 3042, 3082, and 3124 are corner lots and may be angled to the intersection of Medinah Drive or Medinah Court and Pinehurst Drive.

Lot 3061 is a corner lot and may be angled to the intersection of Pinehurst Drive and Pinehurst Court.

Lots 3103 and 3104 are corner lots and may be angled to the intersection of Pinehurst Drive and Inverness Road.

Lots 3086 and 3120 are corner lots and may be angled to the intersection of Medinah Drive and Inverness Road.

No lots may front to or be angled to Plantation Drive.

5. **Corner Lots.** The Owner must designate one boundary as the front lot line, if such boundary is not defined in this document. The garage must be a side or rear entry garage and is not permitted to open to or front any street or private way.

6. **Corner Lots – Residence Angled to the Corner.** The residence may be angled to front the corner of the lot where two streets or private ways intersect according to the schedule in paragraph 4 above. The garage must be side or rear entry.

Side entry garages may be angled to the street at a 45 degree angle or less and not be considered as facing the street. This angle shall be shown on the plot plan when building plans are submitted to the Association for approval.

Garages are considered to face the street or private way when an imaginary straight line that extends through the center of the garage entry and intersects the street at an angle greater than 45 degrees. In no event shall a garage be permitted to be angled to a street or private way at an angle greater than 45 degrees without the prior written approval from the Association. In no event shall a garage be permitted to be angled to or face Plantation Drive.

7. **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 and must be a side or rear entry garage. No garage shall be modified or otherwise used so as to reduce its capacity for parking less than 2 vehicles unless approved by the Association.

No garage entry shall face any street or private way except for corner lots in accordance with Article III.B.5 (Corner Lots) and III.B.6 (Corner Lots-Residence Angled to the Corner).

Any porte cochere must have two (2) entry points to the private way, and not be intended for permanent parking.

8. **Outbuildings.** The design and construction of any outbuilding must meet the exterior wall and roof standards of the residence, unless approved by the Association. No outbuilding shall exceed the residence in height, unless prior approval of the Association is obtained. All outbuildings shall be placed on the Lot behind an imaginary straight line that would divide the Lot in such a manner that the residence would be in front of that line, and the ends of the line would be equidistant from the front Lot corners.

9. **Fencing.** Plans for the design, location, and/or relocation of fences shall be submitted to the Association, which shall have the right to allow or disallow such improvements, except as follows: **(a) Golf Course.** Any fence on a property line adjacent to golf course property shall be limited to four (4) feet in height, shall consist of pipe, wood, iron or other material approved by the Nutcracker Golf Club, and shall not obstruct the view from the golf course, and shall contain an operable gate to allow access from the golf course into the yard. Wire or chain link fences are not allowed. Any fence constructed on a property line adjacent to the golf course shall be constructed in a way in which the smooth side faces the golf course, and must be maintained in good repair. **(b) Plantation Drive.** Any fence constructed on the right-of-way line adjacent to Plantation Drive shall consist of pipe, wood, iron or other material approved by the Dedicator. Solid privacy fencing is not allowed. **(c) All Other Fencing.** All other fencing shall be limited to four (4) feet in height, shall consist of pipe, wood, iron construction, or other material approved by the Association. Wire or chain link fencing is not allowed.

10. **Structures on Easements and Right-of-Ways.** No structure, planting, mechanical equipment, or other material shall be placed or permitted to remain within the easements designated on the plat, or those easements referred to in Article II, (Easements) which may damage or interfere with the passage of



approved traffic, or the installation and maintenance of utilities, or which may change or restrict the direction or flow of drainage channels in the easements. Dedicator and/or assigns, while in the course of exercising their rights of access, shall not be responsible for the replacement of permanent improvements built on or placed in the easements by the Owner nor be responsible for the replacement of any improvements built on or placed in the easements that are damaged by water flowing in the easements.

- a) Cooling towers, storage tanks, air conditioning units, and all other mechanical units may be located at the side or rear of the residence. Any mechanical unit within a drainage easement must allow for pass through drainage under the mechanical unit. All such units must be screened so as not to be visible by the public from any adjoining private way, and each and every Lot Owner shall comply with any and all regulations or requirements promulgated by the Association concerning the adequacy of the screening and the materials used to accomplish satisfactory screening.
  - b) Fencing that has been approved according to Article III.B.9 (Fencing) is permitted in the easements, but must be designed to reasonably minimize restriction or diversion of water flows in the drainage easements.
- 11. Maintenance of Easements and Right-of-Ways.** The easement areas of each Lot, including all improvements in or on said area 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. Owner's responsibility for maintenance shall extend from the Owner's property line through any contiguous easement and/or right-of-way to the paved surface of the adjoining street.
- 12. Sidewalks, Driveways, and Drainage Structures.** 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. All garages shall be connected to private ways by a driveway constructed of Portland cement concrete, brick, stone (not gravel), or other cementitious material. Driveway structures that cross drainage channels must provide for culverts or drainage structures to allow unrestricted passage of water flows down the entire adjoining drainage channel during extreme rainfalls. The size and design of required culverts or drainage structures, whether temporary or permanent, must comply with the specifications designated on the plat, and must be installed before any construction is started on the Lot. No driveway or cart paths shall be constructed with ingress or egress to Plantation Drive.
- 13. Mail boxes.** The location, site, and design shall be in accordance with U.S. Postal regulations.
- 14. 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. All tanks and associated equipment must be screened so as not to be visible by the public from any adjoining private way, and each and every Lot Owner shall comply with any and all regulations or requirements promulgated by the Association concerning the adequacy of the screening and the materials used to accomplish satisfactory screening.
- 15. Time of Construction.** All exterior improvements shall be completed within nine months from the beginning of construction, unless prevented by war, strikes, or act of God. Any exterior improvements may be constructed at the same time as, or subsequent to, the construction of the residence it is intended to serve. Any construction subsequent to completion of the primary residence must comply with Articles III.B.1 (Approval of Plans).
- 16. Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and where sewer service is not available, shall be connected to adequate septic systems constructed to comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Where sewer service is available Owners shall be required to connect to, use, and pay for that service. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.
- 17. 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 owner's Lot, but Dedicator shall not be obligated to remove or maintain said irrigation system. Owner may use any remaining disconnected irrigation system on the property, or may install his own irrigation system.
- 18. Finished Floor Level.** No residence shall be constructed unless the finished floor level is equal to, or greater than, the finished floor elevation as shown on the final plat.
- 19. 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.
- 20. 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 Owner's Lot shall be the responsibility of the Owner, and any costs associated with the repairs of such damage shall be paid by the Owner. The roads in the subdivision have been constructed according to specifications as established by Hood County at the start of construction, and any repairs shall comply with the minimum requirements of Hood County.

- 21. Use of Ponds and Lakes.** Owners of lots shall have no rights (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 Nutcracker Golf Club ponds and lakes for any personal or recreational use. 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 Dedicator and/or successors to Dedicator, and/or the Nutcracker Golf Club harmless from such potential hazards. No watercraft of any kind is permitted on any lakes or ponds.

Owners of Lots that adjoin the Nutcracker Golf Club ponds and/or lakes shall maintain the landscaping to the edge of the pond and/or lake.

- 22. Stock Tanks.** No stock tanks of any kind shall be constructed on a Lot.

- 23. Compliance with Laws.** Construction or alteration of improvements on each Lot must comply with all applicable local building codes, if any, that are enforced by governmental agencies.

The Association is not a governmental agency as of the date of the filing of these restrictions and covenants, but the Association does have certain powers as granted in these restrictions and covenants, as well as through its by-laws and rules and regulations, and through its contractual agreements with the Dedicator.

- 24. Disclaimer of Liability.** No approval of Plans and specifications and no publication of design guidelines shall be construed as representing or implying that such plans, specifications, or design guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any residence or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Dedicator, the Association nor any of its committees bear any responsibility for insuring the structural integrity or soundness of any improved construction or modifications, nor the insuring of compliance with building codes or any other governmental requirements. Neither Dedicator, the Association, the Board of Directors, nor any Association committee or its members shall be held liable for any injury, damages, or loss arising out of the approval or disapproval of or noncompliance with any plans or specifications, the manner or quality of approved construction, or modification to any Dwelling Unit.

### C. GENERAL

- 1. Subdivision or Replatting of lots.** The repositioning or replatting of property lines between adjacent lots where an additional residential Lot is not created shall be permitted upon approval of the Association. Dedicator expressly reserves the right to subdivide or replat any Lot to which it shall hold title.
- 2. Combining of lots.** Dedicator expressly reserves the right to combine into one lot and sell as one Lot any adjacent Lots to which it shall hold title, and that Lot shall be considered as one Lot for assessment purposes by the Association. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with prior approval of the Association, consolidate such Lots or portions thereof into a single Lot for the purpose of constructing one residence and such other improvements as permitted herein. On application by an Owner, the Board of Directors of the Association may adjust the assessment on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots that are not consolidated.
- 3. Flood easements.** Certain Lots may be subject to temporary flooding in the event of a heavy rainfall or unscheduled water releases from Lake Granbury by the Brazos River Authority. 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 possible building site on each Lot above such high water line. No residence shall be constructed unless the finished floor level is equal to or greater than the finished floor elevations as noted on the Final Plat. (see Article III.B.18 Finished Floor Level)

The Dedicator 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.

- 4. Recreational Facilities.** The recreation facilities include, but are not limited to, an 18-hole golf course, clubhouse, swimming pool, marina with boat-launching ramp, tennis courts, equestrian center, landing strip,



playing fields, community activity center, and beach recreational areas, all as part of the Association's facilities. Additional recreational facilities to serve the Association membership may be constructed by the Association or the Dedicator. The decision to discontinue, expand, substitute or relocate a recreational facility shall be that of the Association.

5. **Disposition of lot.** No sale, transfer, lease, or other disposition of any Lot shall be considered consummated unless and until the following procedure has been followed completely:
  - a. The proposed purchaser or transferee of the Lot (the "Transferee") has been approved as a Member of the Association.
  - b. In the event of a disposition or attempted disposition in violation of Subparagraph III.C.5. (a) (Disposition of Lot) or pursuant to Subparagraph III.C.5. (d) (Disposition of Lot), the Association shall have 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 Transferee.
  - c. The foregoing provisions of Subparagraph III.C.5.(a) and Subparagraph III.C.5 (b)., shall not apply to lenders who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, or the transfer of such property pursuant to a duly probated will or by virtue of or Intestacy (an "Excluded Transferee").
  - d. If an Excluded Transferee shall acquire an interest in a Lot and shall thereafter desire to sell, transfer, lease, or otherwise dispose of his interest in said Lot, then the Excluded Transferee shall be required to comply with the provisions of Subparagraph III.C.5 (b).
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 the Original Dedicator or a subsequent Lot Owner) shall become a Member of the Association, a nonprofit 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 Owners. Membership in the Association shall be conditioned upon observance of all By-Laws and Rules and Regulations established by the Association for the benefit and general welfare of its Members and for the official operation thereof. Membership in the Association shall be conditioned upon the payment, when due, of any dues or fees as provided in the Association's By-Laws and Rules and Regulations for certain services and benefits which the Association may provide for the benefit of the Lots, Facilities, and Members.
7. **Social Memberships in Golf Club.** Each purchaser of Lots or subsequent owner of Lots that are contiguous to any property owned and/or operated by the Nutcracker Golf Club, (including but not limited to the golf course, the driving range and the adjacent ponds and lakes) shall upon the acceptance of a deed, submit an application to become a Social Member of the Nutcracker Golf Club, or a member at a higher classification. A Nutcracker Golf Club membership is a non-equity membership in the Golf Club, which has been organized for the purpose of providing its members with a clubhouse and associated golf and social activities. Upon approval of the application, each purchaser of a lot referred to in this paragraph is obligated to become an active Social Member, or a member at a higher classification, and to maintain that membership so long as the Golf Club or it's successors own and operate the golf course, and that classification of membership is offered by the Golf Club. The cost of the dues for the Social Membership shall be equal to the dues posted for that class of membership at the time the Lot is purchased. However, The Nutcracker Golf Club and Orchard Development hereby agree that monthly dues for a Social membership charged under the terms of these Deed Restrictions for lots that are contiguous to the golf course shall not be greater than the less of:
  - a. Twelve percent(12%) of the monthly dues charged to a Resident Member of the Nutcracker Golf Club, or
  - b. The monthly rates as set out on the following schedule:  

Following the dates of	the monthly dues for a Social
	Membership shall not exceed
Jan. 1, 2007	\$12.50
Jan. 1, 2010	\$15.50
Jan. 1, 2015	\$19.00
Jan. 1, 2020	\$22.50
Jan. 1, 2025	\$26.00
Jan. 1, 2030	Annual increases that do not exceed increases in the C.P.I.-All Items, as published by the U.S. Dept. of



Said memberships shall be conditioned upon observance of the rules and regulations established by the Golf Club for the benefit and general welfare of its members and for the operation thereof.

8. **Lien for amounts owed to Association or Golf Club.** 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 and/or the Nutcracker Golf Club covenants and agrees that the Association and/or Nutcracker Golf Club 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 or Golf Club.
9. **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 registered for membership in the Association, or if any Lot Owner shall register for membership but later ceases to be a member of the Association, then, nevertheless, said Lot 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, for the maintenance of the facilities and services for which he would be required to pay if he had registered for membership in the 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 and his lineal descendants shall not be subject to such assessment.
10. **Builder Owned Lots.** Builders who at any one time purchase for resale a minimum of three (3) unimproved Lots from the Dedicator, whether such Lots are all 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 assessment. Such waiver of assessments is not transferred upon the sale or transfer of a Lot to another Owner. If a Builder purchases a lot that requires a Social Membership, (III.C. 7. Social Membership in Golf Club), then Builder will submit an application for the Social Membership at the time of closing. The Builder or his assigns will be required to pay Social Membership dues on the lot starting on the earlier occasion of either (1) 90 days following the completion of a residence on the lot, or (2) upon the sale of the residence, at which time the membership will be transferred to the new owner.
11. **Assessments.** In order to maintain the facilities within Pecan Plantation to the standards expected by the Members of the Association, each purchaser of a Lot shall be assessed an amount payable monthly to the Association, except as provided in Article III C.9. (Non-members of Association) above and as provided in the Lenmo Agreement pertaining to Builders.

Any proposed increase in an assessment shall be determined by the Association in accordance with its By-Laws.

Neither Dedicator as successor to Republic Land Company (the original Dedicator of Pecan Plantation Development), nor any legal successor to the Dedicator, whether it is a corporation, partnership, or joint venture, nor any 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.
12. **Golf Course Lots.** The owners of Lots abutting on the Nutcracker 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 for 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. Nutcracker Golf Club has the right to spray, fertilize and harvest any pecan trees located on the golf course.

None of the Owners of ORCHARD ADDITION NO. 11 shall be entitled to use the Nutcracker Golf Club or its facilities for any purpose unless they are members of the Nutcracker Golf Club.
13. **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 purposes of planting, growing, and cultivating pecan trees and gathering pecans there from for commercial sale (hereinafter called "pecan operations"). Dedicator reserves to itself, all entities with substantially the same ownership as Dedicator, all 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, burning, cultivation and gathering. By acceptance and retention of title to a Lot in ORCHARD ADDITION NO. 11, each Owner agrees on behalf of himself and his heirs, assigns, guest 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 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 as part of the pecan orchard any Lots owned or leased by Dedicator with the same rights and privileges as outlined in this Paragraph III.C.13 (Pecan Operations). Each Owner, by acceptance of title, understands that such pecan operations on occasions, and from time to time, produce noise, odors, dust, smoke, 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 ORCHARD ADDITION NO. 11, 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.

- 14. **Unsold lots.** Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent(s) 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".
- 15. **Rental of houses, Apartments and Condominium Units.** No lease or sublease of any house, apartment or condominium unit for a term of one year or longer (including renewal options), or for an indefinite term, or on the basis of a month-to-month tenancy, shall be executed or consummated unless and until the proposed lessee or sub lessee has registered as a tenant Member of the Association. No other lease, sublease, or rental of a house, apartment or condominium unit shall be executed or consummated unless the lessee, agrees in writing to register for membership in the Association in accordance with its bylaws and to maintain such membership during his tenancy; and no such lease, sublease, or rental shall be renewed or extended or otherwise continued beyond its original term unless such lessee, sub lessee, or tenant has registered as a tenant member of the Association. The party letting, subletting, or renting any house, apartment or condominium unit by guest shall be responsible for making advance arrangements as may be necessary to comply with the Association By-Laws then in effect regarding use of facilities by non-members of the Association, including obtaining from the Association temporary membership or guest cards for such tenants or guests.
- 16. **Interpretation.** In the event of any dispute over the proper interpretation or intent of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.
- 17. **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.
- 18. **Enforcement.** These restrictions, covenants, and conditions may be enforced by the Association, the Dedicator, and/or by the Owner of any lot in ORCHARD ADDITION NO. 11, either by proceedings for injunction, or to recover damages for breach thereof, or both. However, only the Association or the Golf Club may, (1) file suit to collect any of the charges, dues, and expenses mentioned in Articles(s) III.C. 5. (Dispositions of Lot), III.C.6. (Membership In Association), III.C.7. (Social Membership in Golf Club), III.C. 8. (Lien for amounts owed to Association or Golf Club), III.C.9. (Non-members of Association), III.C. 10. (Builder Owned Lots), and III.C. 11. (Assessments) above, all of which shall be payable to the Association or Golf Club in Hood County, Texas, or (2) to enforce foreclosure of any lien therein granted.
- 19. **Duration.** All of the restrictions and covenants herein set forth shall continue and be binding upon the



Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator (1) until January 1, 2018 at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; or (2) until such time as the Owners of the beneficial title of a majority of the Lots herein dedicated (one vote for each Lot), by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas release or change one or more of the restrictions and covenants herein set forth.

However, owners of lots under these restrictions and covenants may not cancel, change, or amend any provisions or any part of these restrictions and covenants without the written approval of the Association. In addition, owners of Lots under these covenants and restrictions may not cancel, change, or amend any provisions or any part of this document without the written approval of the Dedicator during the initial period ending January 1, 2018.

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 Pecan Plantation Development) owned by Dedicator its successors and assigns, with specific reference to the pecan orchard operations or future development of the surrounding land owned by Dedicator, nor affect any agreement between Association and Dedicator. Selection by Dedicator of January 1, 2018, 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 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.

**20. Additional Subdivision.** Dedicator intends to subdivide and plat other land adjoining or near ORCHARD ADDITION NO. 11 from time to time so as to develop same as a part of the larger Pecan Plantation Development. Certain agreements exist between the Dedicator and the Association that govern such future development. Dedicator therefore reserves the right to develop land adjoining or near ORCHARD ADDITION NO. 11, and 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 subject to any preexisting agreements between Dedicator and the Association.

Unless otherwise provided in the instrument creating any such future subdivision of lands owned by the Dedicator adjoining or near ORCHARD ADDITION NO. 11, all Owners of Lots in ORCHARD ADDITION NO. 11 and all owners of Lots in other subdivisions which are platted as a part of the Pecan Plantation Development outside ORCHARD ADDITION NO. 11, 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, and to become members of the Association, just as though all of said subdivisions had been created at one time and by one instrument. Notwithstanding anything to the contrary, it is not the intent of the Association by virtue of these Covenants, Conditions, and Restrictions, to (a) forego or limit any right, privilege, option, or benefit obtained by the Association from Dedicator, including, but not limited to, the limitation on the total memberships in the Association or (b) to forego or limit any right, privilege, option or benefit previously reserved by the Dedicator from the Association in any agreements duly documented between the Dedicator and the Association.

**21. Transfer of Rights.** 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 rights, and enforcement rights retained by Dedicator 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.

**22. Covenants Running with the Land.** All of the covenants and agreements undertaken or assumed by Owners 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 shall be binding on each Owner from Dedicator and on such Owner's heirs, administrators, executors and assigns.

**23. Attorney's Fees.** All attorneys' fees incurred by the Association or Dedicator in the enforcement of these Covenants, Conditions and Restrictions, and all future amendments shall be the obligation of the Owner, and the Owner agrees to pay all such attorney's fees incurred by the Association or Dedicator in connection with such enforcement.

Executed this 26<sup>th</sup> day of September, 2007.



PLANTATION ORCHARD, L.P., a Texas Limited Partnership  
By: Midway Brazos, Inc., a Texas Corporation, its General Partner

0257

By: Benjamin L. Anthony  
Benjamin L. Anthony, President

VCL.

PG.

ACKNOWLEDGEMENT

THE STATE OF TEXAS\*

COUNTY OF TEXAS \*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BENJAMIN L. ANTHONY, 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 MIDWAY BRAZOS, INC. a Texas Corporation, and that he executed the same as the act of PLANTATION ORCHARD, L.P., a Texas Limited Partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

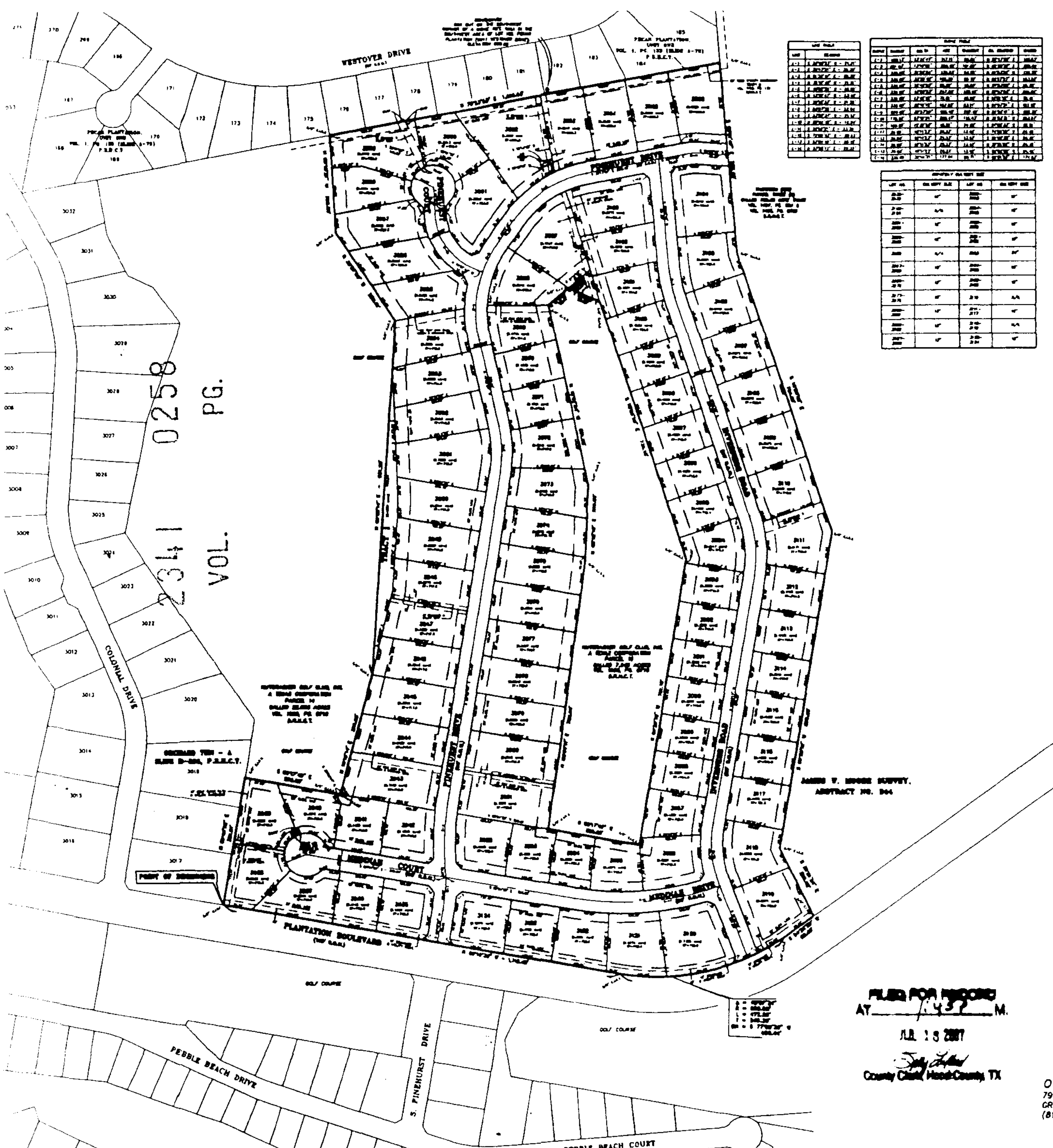
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of September, 2007

Kathy B Davis  
Notary Public, State of Texas

After recording return to:  
PLANTATION ORCHARD, L.P.  
7900 Monticello Drive  
Granbury, Texas 76049

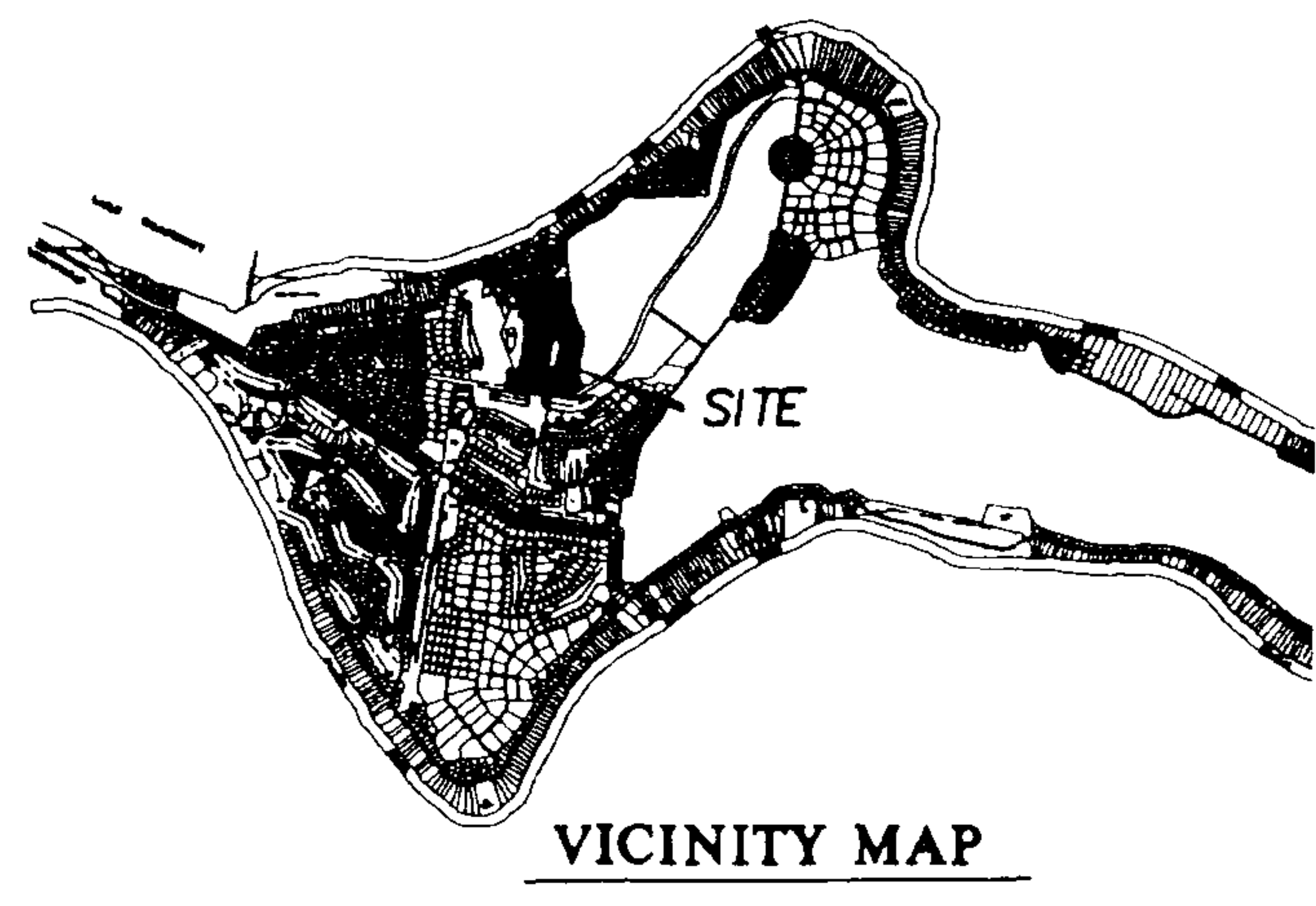






Lot No.	Area (sq. ft.)	Area (sq. m.)
101	1,200	111.5
102	1,200	111.5
103	1,200	111.5
104	1,200	111.5
105	1,200	111.5
106	1,200	111.5
107	1,200	111.5
108	1,200	111.5
109	1,200	111.5
110	1,200	111.5
111	1,200	111.5
112	1,200	111.5
113	1,200	111.5
114	1,200	111.5
115	1,200	111.5
116	1,200	111.5
117	1,200	111.5
118	1,200	111.5
119	1,200	111.5
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141	1,200	111.5
142	1,200	111.5
143	1,200	111.5
144	1,200	111.5
145	1,200	111.5
146	1,200	111.5
147	1,200	111.5
148	1,200	111.5
149	1,200	111.5
150	1,200	111.5

Lot No.	Area (sq. ft.)	Area (sq. m.)
201	1,200	111.5
202	1,200	111.5
203	1,200	111.5
204	1,200	111.5
205	1,200	111.5
206	1,200	111.5
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241	1,200	111.5
242	1,200	111.5
243	1,200	111.5
244	1,200	111.5
245	1,200	111.5
246	1,200	111.5
247	1,200	111.5
248	1,200	111.5
249	1,200	111.5
250	1,200	111.5



**LEGEND**  
 I.R.F. = IRON ROD FOUND  
 C.I.R.S. = CAPPED IRON ROD SET  
 C.I.R.F. = CAPPED IRON ROD FOUND  
 C.M. = CONTROL MONUMENT  
 D.R.H.C.T. = DEED RECORDS, HOOD COUNTY, TEXAS  
 P.R.H.C.T. = PLAT RECORDS, HOOD COUNTY, TEXAS

2341 VOL. PG. 0258

FILED FOR RECORDS  
 AT 11:43 A.M.  
 JUL 18 2007  
 County Clerk, Hood County, TX

FINAL PLAT  
 OF  
**ORCHARD 11**  
 BEING A 56.904 ACRE TRACT  
 CONTAINING 90 LOTS  
 JAMES W. MOORE, ABSTRACT NO. 344  
 HOOD COUNTY, TEXAS,

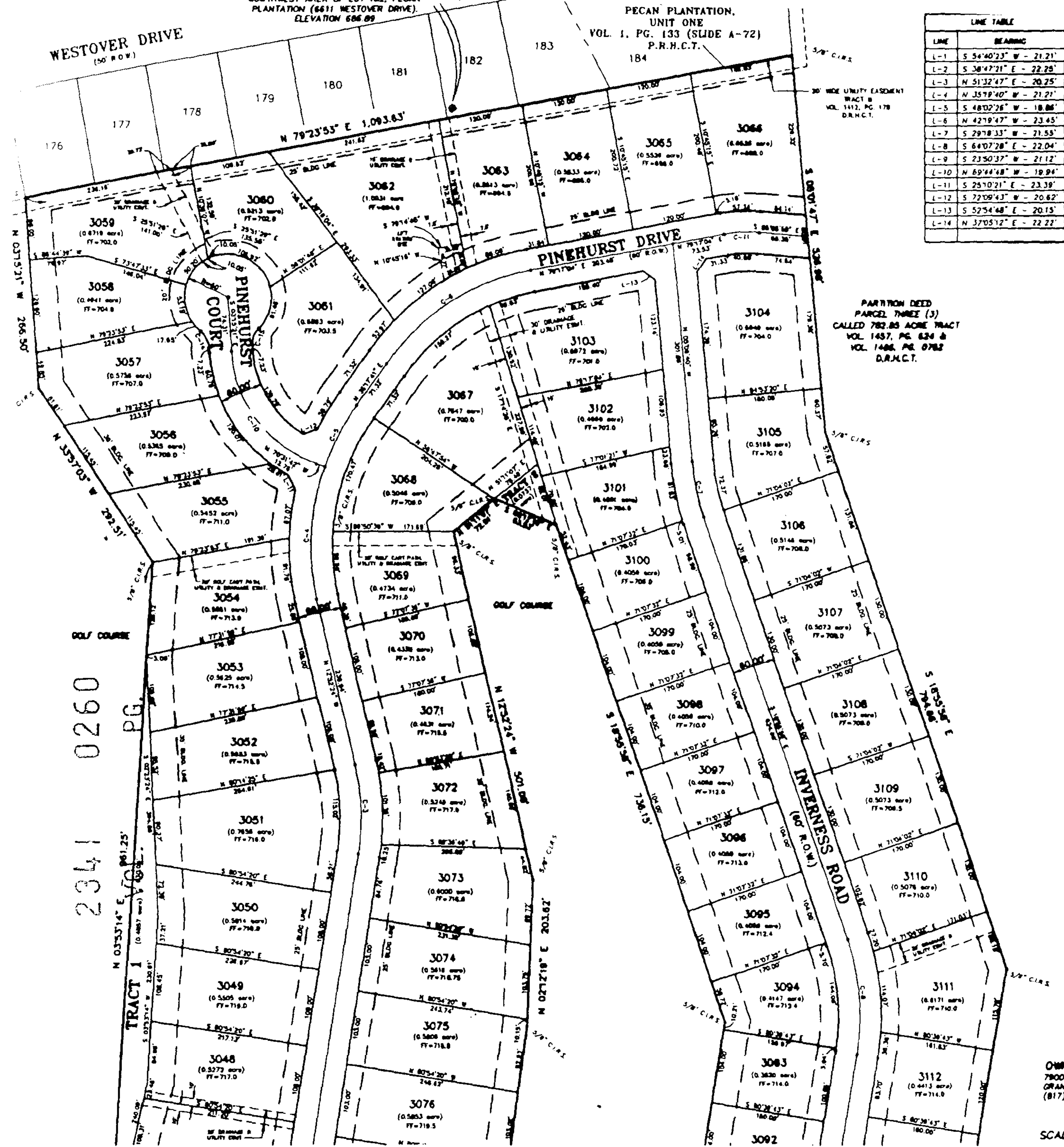
OWNERS: PLANTATION ORCHARD L.P.  
 7900 N. MONTICELLO  
 GRANBURY, TEXAS 76049  
 (817) 910-9190

ENGINEER/SURVEYOR: THE WALLACE G.  
 1825 MARKET CENTER BLVD. SUITE 210  
 DALLAS, TEXAS 75207-3330  
 (214) 747-3733





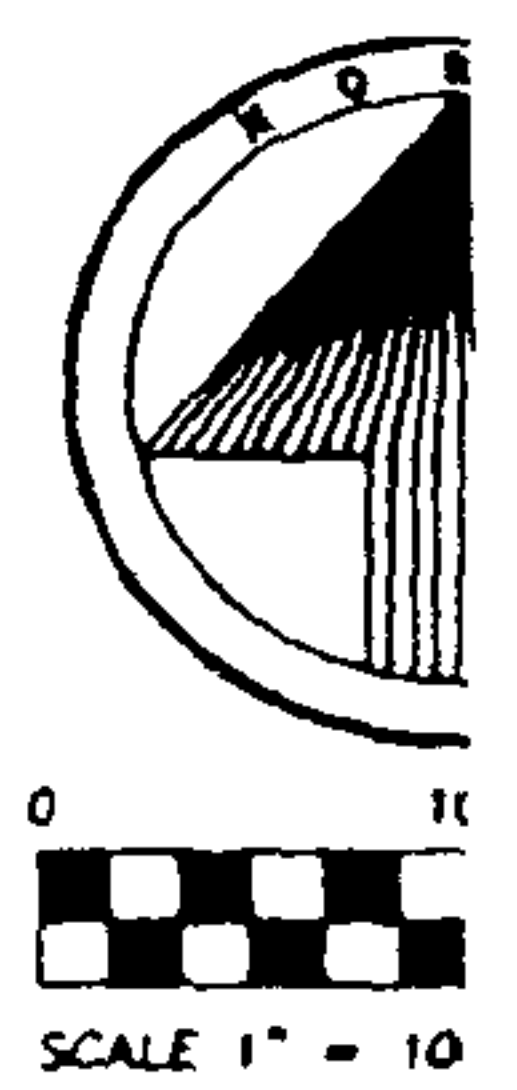




PECAN PLANTATION,  
UNIT ONE  
VOL. 1, PG. 133 (SLIDE A-72)  
P.R.H.C.T.

LINE	BEARING
L-1	S 54°40'23" W - 21.21'
L-2	S 30°47'21" E - 22.29'
L-3	N 51°32'47" E - 20.25'
L-4	N 35°19'40" W - 21.21'
L-5	S 48°02'26" W - 18.86'
L-6	N 42°19'47" W - 23.45'
L-7	S 29°18'33" W - 21.53'
L-8	S 64°07'28" E - 22.04'
L-9	S 23°50'37" W - 21.12'
L-10	N 69°44'48" W - 19.94'
L-11	S 25°10'21" E - 23.39'
L-12	S 72°09'43" W - 20.62'
L-13	S 52°54'48" E - 20.15'
L-14	N 37°05'12" E - 22.23'

CURVE	RADIUS	DELTA	ARC	TANGENT	CH. BEARING	CHORD
C-1	488.13'	13°44'42"	117.11'	58.84'	N 02°47'58" E	116.83'
C-2	881.03'	13°10'03"	202.48'	101.89'	N 02°30'37" E	202.04'
C-3	330.00'	21°58'04"	126.53'	64.05'	N 01°53'22" W	129.75'
C-4	330.00'	32°20'42"	186.29'	95.70'	N 03°17'57" E	183.83'
C-5	330.00'	16°49'23"	86.89'	48.80'	N 27°53'00" E	96.55'
C-6	330.00'	42°59'23"	247.60'	129.84'	N 57°47'23" E	241.84'
C-7	330.00'	12°49'18"	79.81'	40.00'	S 12°01'19" E	79.41'
C-8	330.00'	28°16'15"	162.83'	83.11'	S 04°47'51" E	161.18'
C-9	820.00'	28°23'59"	406.45'	207.49'	N 84°53'41" E	402.30'
C-10	175.00'	67°16'21"	205.47'	116.43'	N 36°53'31" W	193.87'
C-11	180.00'	15°36'58"	49.06'	24.68'	S 87°05'33" W	48.91'
C-12	30.00'	48°11'23"	25.23'	13.42'	S 74°58'58" W	24.48'
C-13	30.00'	48°11'23"	25.23'	13.42'	S 58°48'38" W	24.49'
C-14	30.00'	48°11'23"	25.23'	13.42'	N 27°21'02" W	24.49'
C-15	30.00'	48°11'23"	25.23'	13.42'	S 20°50'20" W	24.48'
C-16	330.00'	30°44'21"	127.04'	90.71'	S 06°01'53" E	174.83'



PARTITION DEED  
PARCEL THREE (3)  
CALLED 782.85 ACRE TRACT  
VOL. 1457, PG. 634 &  
VOL. 1466, PG. 0782  
D.R.H.C.T.

LOT NO.	CULVERT SIZE	LOT NO.	CULVERT SIZE
3035-3039	12"	3089-3093	12"
3140-3150	N/A	3094-3095	18"
3051-3059	12"	3086-3100	12"
3060-3065	12"	3101-3102	15"
3066	N/A	3103	24"
3067-3068	18"	3104-3105	15"
3069-3076	12"	3106-3108	12"
3077-3079	18"	3110	N/A
3080-3081	15"	3111-3117	18"
3082-3086	12"	3118-3119	N/A
3087-3088	12"	3120-3124	12"

**FINAL PLAT  
OF  
ORCHARD 11**  
BEING A 56.904 ACRE TRACT  
CONTAINING 90 LOTS  
JAMES W. MOORE, ABSTRACT NO. 344  
HOOD COUNTY, TEXAS.

OWNERS: PLANTATION ORCHARD L.P.  
7800 N. MONTICELLO  
GRANDBLVD, TEXAS 76049  
(817) 910-9190

ENGINEER/SURVEYOR: THE WALLAC  
1825 MARKET CENTER BLVD. SUITE 210  
DALLAS, TEXAS 75207-3330  
(214) 747-3733







2341  
VOL.

0262  
PG.

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.



*Sally Lillard*  
SALLY LILLARD, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 11:55 AM.

OCT 02 2007

*Sally Lillard*  
County Clerk, Hood County, TX



## ORCHARD 11

1. Plantation Dr./Inverness Rd.
2. Inverness Rd./Medinah Dr.
3. Inverness Rd./ Pinehurst Dr.
4. Pinehurst Dr./Pinehurst Ct.
5. Pinehurst Dr./Medinah Dr.
6. Pinehurst Dr./Medinah Ct.
7. Plantation Dr./ Pinehurst Dr.

## VILLAS

1. Plantation Dr./S. Pinehurst Dr.
2. S. Pinehurst Dr./Pebble Beach Dr.
3. S. Pinehurst Dr./Pebble Beach Ct.
4. Orchard Dr./Pebble Beach Dr.