

00940

**DEDICATION & RESTRICTIONS
by Super J Corporation
for AIRPARK ADDITION NO. 5 - 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, which land has been platted and recorded in Slide No. B-21, Plat Records, Hood County, Texas, the same to be known as "AIRPARK ADDITION NO. 5," an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property as AIRPARK ADDITION NO. 5, and other land owned by Dedicator adjoining and near AIRPARK ADDITION NO. 5 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 AIRPARK ADDITION NO. 5, 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 AIRPARK ADDITION NO. 5 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 AIRPARK ADDITION NO. 5 is operated as the Nutcracker Golf Club, and is not a part of AIRPARK ADDITION NO. 5 and

WHEREAS, Owners of lots in AIRPARK ADDITION NO. 5 shall not by virtue of their ownership of a Lot in AIRPARK ADDITION NO. 5, become members of the Nutcracker 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 AIRPARK ADDITION NO. 5, 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, as successor to Republic Land Company, d/b/a Pecan Plantation (the original Dedicator), and 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 referenced in Slide No. B-21, 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 which 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, a family, or a permitted family size group of persons.

F. "Golf Course Lot" shall mean a Lot for which one or more of the boundary lines abuts the golf course.

G. "Outbuilding" shall mean any building improvement which 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. 7 (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 AIRPARK ADDITION NO. 5.

K. "The Plat" shall mean the plat of AIRPARK ADDITION NO. 5 as recorded in Slide No. B-21, Plat Records, Hood County, Texas.

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

M. "The Orchard Development" shall mean all past and future additions platted by Super J Corporation d/b/a Orchard Development Company as additions to Pecan Plantation Development, but shall not include other lands owned by the Developer 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: (i) such activity is engaged in full part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. 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 rules and regulations of the Pecan Plantation Owners Association.

Q. "The Airpark Development" shall mean THE AIRPARK ADDITION NO. 5 and all past and future additions platted as additions as a part of The Airpark Development but shall not include other lands owned by the Developer adjoining or near the lands platted as The Airpark Development, which are not platted as a part of The Airpark 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, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or rights therein to the Association, to be retained by said Association for the benefit of the properties or, in the discretion of the Association, to be dedicated to the public as public ways and easements.

B. Dedicator reserves to itself 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, surface water drainage, and all pipes, lines and other appurtenances in connection therewith. Dimensions of these utility easements are those described on the plat.

C. Easements designated on the plat as "private taxiways" are reserved for the exclusive use of the members of the Association, such easements to be for the movement of aircraft and equipment and vehicles required for the maintenance of the taxiways, and to provide ingress and egress to the Pecan Plantation Airport property. Private taxiway easements shall extend across or along any dedicated street where such use of a dedicated street is required for access to the airport.

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, customary outbuildings, or garages, may be erected, placed or maintained on any Lot.

2. Agricultural use. 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, hay, 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 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 which does not conform to the rules and regulations of the Association.

3. 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.

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 detectible by sight, sound or smell from outside the Lot; (b) the business activity conforms to any and all zoning requirements that may be applicable to the Property; (c) the business activity does not involve persons coming onto the Units who do not reside in Pecan Plantation, or 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 the Units, as may be determined in the sole discretion of the Association through its Board of Directors.

5. Association Lots. The Association reserves the right to designate any Association owned Lot be used for security purposes, as a recreational area, 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.

7. Storage. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Control Committee 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 storage and removal of trash and garbage. All Lots shall at all times 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. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. All wood piles, yard equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring Dwelling Units, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly 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 (a) 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. 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 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 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, or improving the gardens or grounds thereof, or for construction of a water retention tank or pond. 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.

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 Board of Directors for parking vehicles. The Board of Directors may authorize on-street parking on a temporary basis for visitors or guests, subject to reasonable rules and regulations. No garage shall be modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Association or the Architectural Control Committee.

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 and other watercraft and boat trailers shall be parked only in enclosed garages or areas approved by the Association. Stored vehicles and 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. Notwithstanding the foregoing, 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. Any vehicle parked in violation of this section or parking rules promulgated by the Association may be towed at owner's expense.

17. Taxiway Maintenance. The Owner of each lot shall be responsible for reasonable maintenance of that portion of the private taxiway that is on his lot. Reasonable maintenance shall include, but not be limited to, providing an open, smooth, and routinely mowed surface that can be used by aircraft.

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 bylaws, such as the Architectural Control Committee, has approved in writing: (a) a plan for the overall development of the Lot, including the location of proposed structures, 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, conformity with the plan for the overall development of said Lot, and aesthetic compatibility with surrounding property. 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 therefor, 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-plans 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:

Lots	Minimum Square Feet
All lots in AIRPORT ADDITION NO. 5	2,200

The area designated as "airport easement" shall not be included in the square footage area of a lot for the purpose of this Floor Area requirement.

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 is given by Association or by its' Architectural Control Committee.

4. Building lines. No building or structure of any kind shall be located on any Lot within the building set back lines as designated on the plat, except upon prior approval of the Dedicator and the Association. Granting of exception should be upon the mutual approval of Dedicator and Association. Dedicator shall have the right upon receipt of prior written approval from Association to assign to Association the right to grant such exceptions. For the purpose of this restriction, eaves, steps and open porches shall be considered as part of a building. Lots shall "front" on the adjoining private way; corner Lots shall be deemed to "front" on the private way adjoining either Lot line. See Plat for setbacks.

5. Garages. Every garage shall be an enclosed structure and shall be an integral part of the residence with the capacity to contain at least two (2) automobiles, except for garages constructed as part of an Apartment Project or Condominium Project, which may have capacity for only one (1) automobile. 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. Carports are not allowed, except as part of an Apartment Project or Condominium Project. Any porte cochere must have two (2) entry points to the private way.

6. Outbuildings. Outbuildings shall be of design and construction that meets 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. Cooling towers, storage tanks, and all other mechanical units must be located at the side or rear of the residence and must be screened to the satisfaction of the Association.

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. Each Lot may contain only one detached dwelling and no outbuilding may be constructed on any Lot which may constitute living quarters.

7. Fencing. All front Lot line fencing must be of pipe, wood, or other material other than wire, as approved by the Association. Side and rear fencing shall not consist of barbed wire. All fences shall be limited to six (6) feet in height.

However, any fence on a property line adjacent to the golf course shall be limited to four (4) feet in height, shall consist of pipe, wood, iron or other material other than wire approved by the Association, 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. 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.

No fence may be built closer than ten (10) feet from a taxiway easement.

8. Structures on and maintenance of easements. No structure, planting or other material shall be placed or permitted to remain within the easements designated on the plat or referred to in Article II which may damage or interfere with the passage of approved traffic, or the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement areas of each Lot, including the taxiways and 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. 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.

9. Sidewalks and Driveways. 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. 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 water flows down the channel during extreme rainfalls.

10. Mail boxes. The location, site, and design shall be in accordance with U.S. Postal regulations.

11. 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 so they are not noticeable from any private way.

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

13. Sewage Facilities. All lavatories, toilets and bath facilities shall be installed indoors and where sewer service is not available, shall be connected with adequate grease traps to 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 where sewer service is available shall be required to connect to, use, and pay for same. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied. No septic tank shall be built closer than 25 feet from any Lot line.

14. 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 for the cultivation of plants or crops located on the property.

15. Finished Floor Level. No residence shall be constructed unless the finished floor level is equal to, or greater than, the elevation of the crown of the street fronting the Lot, unless approved by the Association.

16. 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.

17. 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 the Association at the time of construction, and any repairs shall comply with the requirements of the Association.

18. Stock Tanks. On lots larger than 1 ½ acres, Owner may construct a water retention pond or stock tank on the property provided that such facility has been properly designed to provide for the protection of the property of surrounding property Owners.

19. 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.

20. Hangars. Private hangars for the use of the Owner shall be permitted. Hangars must meet the architectural requirements, and all other restrictions as outlined in this Section B, except that their height may exceed the height of a residence as approved by the architectural committee of the Association. No commercial operations shall be permitted in the hangars, except by approval of the Association.

C. GENERAL

1. Subdivision of lots. The repositioning or replatting of property lines between adjacent lots where an additional residential Lot is not created shall be permitted. No Lot may be subdivided for an additional residential site without being approved by the Association and Dedicator, but in no event shall any Lot be subdivided in such a manner that creates more than one additional member into the Association, and in no event will a subdivided Lot be less than one (1) acre. Dedicator expressly reserves the right to subdivide any Lot to which it shall hold title, except that no Lot shall contain less than one (1) acre.

2. Combining of lots. Dedicator expressly reserves the right to combine into 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 which are not consolidated.

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 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 building site on each Lot above such high water line.

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.

5. Recreational Facilities. The recreation facilities include an 18-hole golf course, clubhouse, swimming pool, marina with boat-launching ramp, tennis courts, skeet range, equestrian center, landing strip, and beach recreational areas, all as part of the Association's facilities.

6. 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:

6.1 The proposed purchaser or transferee of the Lot (the "Transferee") has registered as a Member of the Association.

6.2 In the event of a disposition or attempted disposition in violation of Subparagraph C.6.1. or pursuant to Subparagraph C.6.4., 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.

6.3 The foregoing provisions of Subparagraph C.6.1 and Subparagraph C.6.2., 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 to transfer of such property pursuant to a duly probated will or by virtue of or Intestacy (an "Excluded Transferee").

6.4 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 C.6.2.

7. Membership in Association. Upon 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 to the 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 Rules and Regulations for certain services and benefits which the Association may provide for the benefit of the Lots, facilities, and Members.

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 or Golf Club covenants and agrees that the Association or 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 shall not be subject to such assessment.

10. 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 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 assessments. A Builder shall be liable for all assessments on each Lot over ten that 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.

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. Any proposed increase in an assessment shall be determined by the Association in accordance with its bylaws, except as provided in paragraph C.9. (Non-members of Association) above and as provided in the Lenmo Agreement pertaining to Builders.

Neither Dedicator as successor to Republic Land Company (the original Dedicator of Pecan Plantation Development), nor any successor 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.

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 purposes of planting, growing, and cultivating pecan trees and gathering pecans therefrom for commercial sale (hereinafter called "pecan operations"). Dedicator reserves to itself, all entities with

substantially the same ownership as dedicator, 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 AIRPARK ADDITION NO. 5, 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 Lots owned, rented, or leased by Dedicator as part of the pecan orchard with the same rights and privileges outlined in this paragraph 12. 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 AIRPARK ADDITION NO. 5, 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 or intent 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 the Association and/or by the Owner of any lot in AIRPARK ADDITION NO. 5, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association or the Golf Club may file suit to collect any of the charges, dues, and expenses mentioned in paragraph(s) C. 6. (Dispositions of Lot), C.7. (Membership In Association), C. 8. (Lien for amounts owed to Association or Golf Club), C.9. (Non-members of Association), C. 10. (Builders) and C. 11. (Assessments) above, all of which shall be payable to the Association or Golf Club 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 the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 2002 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. However, 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, nor affect any agreement between Association and Dedicator. 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 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 bylaws, or any future modified bylaws.

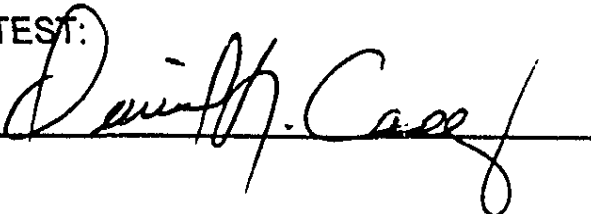
18. Additional Subdivision. Dedicator intends to subdivide and plat other land adjoining or near AIRPARK ADDITION NO.5 from time to time so as to develop same as a part of the larger Pecan Plantation Development. Developer therefore reserves the right to develop land adjoining or near AIRPARK ADDITION NO. 5, and to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Developer shall deem advisable, whether more or less stringent than those provided herein. Unless otherwise provided in the instrument creating any such future subdivision of lands owned by the Developer adjoining or near AIRPARK ADDITION NO. 5, all Owners of Lots in AIRPARK ADDITION NO. 5, and all owners of Lots in other subdivisions which are platted as a part of the Pecan Plantation Development outside AIRPARK ADDITION NO. 5, 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 any restriction, covenant or condition provided for therein, to participate in any modification or change in said restrictions, covenants, and conditions under paragraph C. 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.

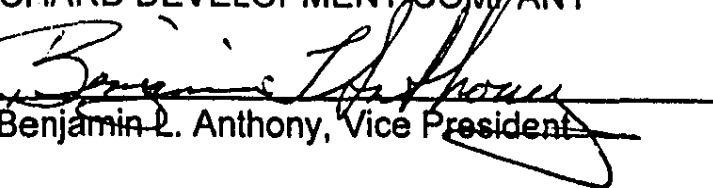
19. Transfer of Rights. Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns (or, at 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.

20. 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 each of them and shall be binding on each Owner from Dedicator and on such Owner's heirs, administrators, executors and assigns.

21. Attorney's Fees. All attorney's fees incurred by the Association or Dedicator in the enforcement of this Amended Covenant, 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 28th day of January, 1998.

ATTEST:


SUPER J CORPORATION, d/b/a
ORCHARD DEVELOPMENT COMPANY
By: 
Benjamin L. Anthony, Vice President

ACKNOWLEDGMENT

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, d/b/a ORCHARD DEVELOPMENT COMPANY, known to me to be the

1568 0994

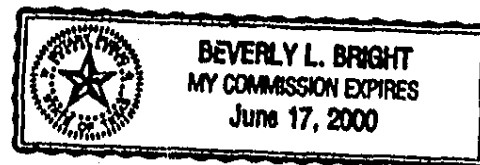
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person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the said SUPER J CORPORATION, d/b/a ORCHARD DEVELOPMENT COMPANY Texas corporation, and that he executed the same as the act of such corporation for the purposes a consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of January, 1999

Beverly L. Bright
Notary Public, State of Texas

After recording return to:
Super J Corporation
8501 N. Monticello Circle
Granbury, Texas 76049



1568 0995

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EXHIBIT A

FIELD NOTES

Airpark Addition No. Five
12.241 Acres

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 East line of Flight Plan Drive being the Northwest corner of Lot 6, Block 8, Airpark Addition No. Four, as recorded in Slide No. A-386-A, Plat Records of Hood County, Texas;

THENCE, North 10 degrees 06 minutes 00 seconds East, along the East line of Flight Plan Drive, 860.00 feet to a 1/2 inch steel pin found for a corner, being the Southwest corner of Lot 24, Block 2, Airpark Estates Addition, Section One as recorded in Slide No. B-10, Plat Records of Hood County, Texas;

THENCE, South 79 degrees 54 minutes 00 seconds East, along the South line of Airpark Estates Addition, Section One, 620.00 feet to a 1/2 inch steel pin found for a corner being the Southeast corner of Lot 22, Block 2, Airpark Estates Addition, Section One;

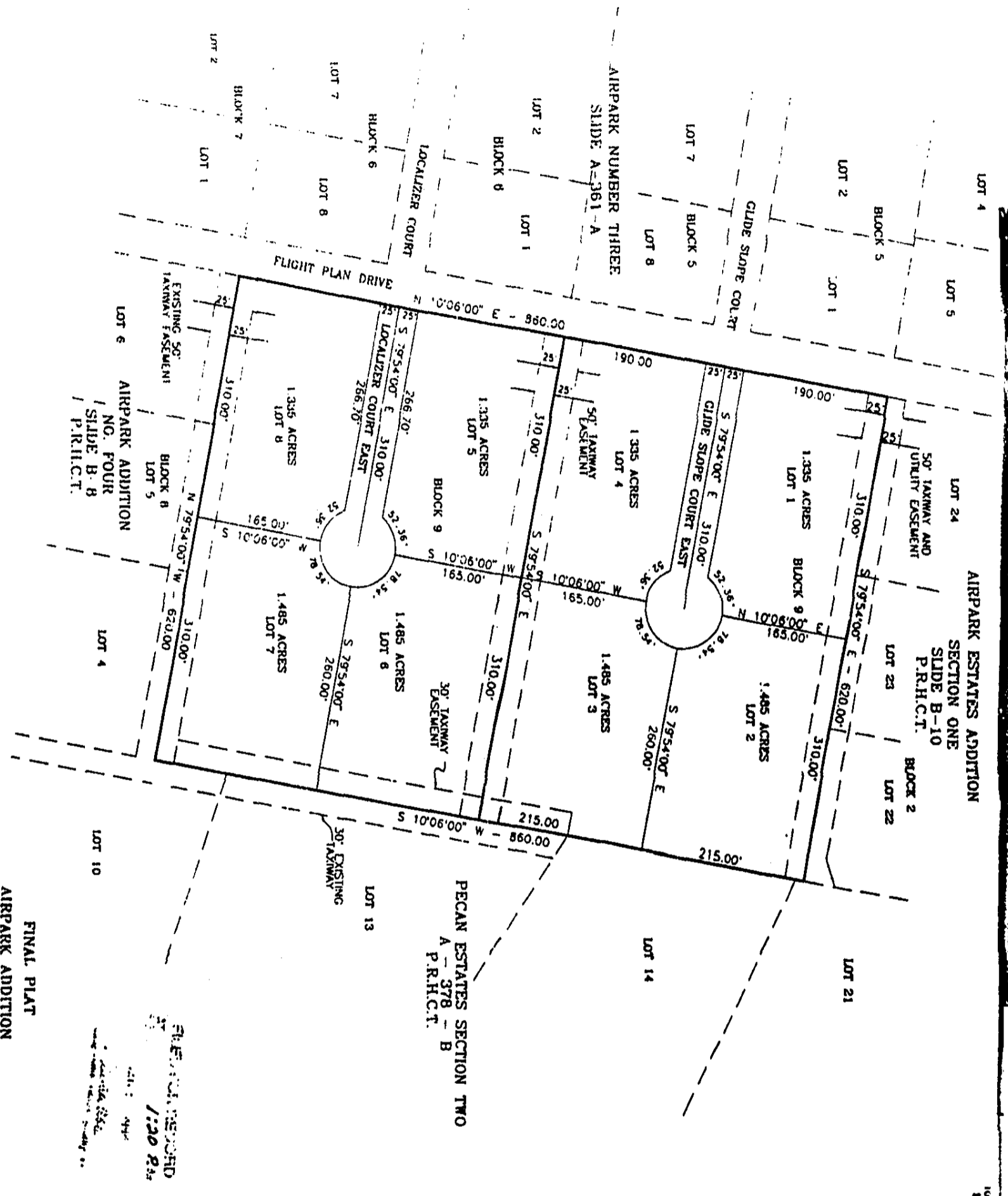
THENCE, South 10 degrees 06 minutes 00 seconds West, along the West line of Airpark Estates Addition, Section One, and along the West line of Pecan Estates, Section Two, 860.00 feet to a 1/2 inch steel pin found for a corner being the Northeast corner of Lot 4, Block 8, Airpark Addition, No. Four and being in the West line of Lot 10, Block 2, Pecan Estates, Section Two, as recorded in Slide No. A-378-B, Plat Records of Hood County, Texas;

THENCE, North 79 degrees 54 minutes 00 seconds West, along the North line of Airpark Addition, No. Four, 620.00 feet to the PLACE OF BEGINNING and CONTAINING 12.241 acres of land.

1568 0996
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EXHIBIT A

THIS SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 29, 1909, AND MARCH 29, 1911, AND THE RULES AND REGULATIONS THEREUNDER.



JAMES W. MOORE SURVEY
ABSTRACT NO. 344
HOOB COUNTY, TEXAS

AIRPARK ADDITION
NO. FIVE

Slide B-21

Receer &
128 S. Ridgeway Drive
Tulsa, Texas 74001
(918) 415-9661
FAX (918) 415-9662

- All building lines are set back 25 feet from front lot lines, 20 feet from the side and rear lot lines, and 10 feet from the rear boundary lines of the lots.
- All building lines are set back 20 feet from the rear boundary lines of the lots.
- All building lines are set back 20 feet from the side and rear boundary lines of the lots.
- All building lines are set back 20 feet from the side and rear boundary lines of the lots.

Airpark Addition No. Five
Slide B-21, Block 9

Witness my hand this 14 day of JAN 1985
D. C. [Signature]

I hereby certify that this plat was approved by the Board of Commissioners of Hood County, Texas, and was filed for record in the public records of Hood County by the County Clerk.

Notary Public in and for the State of Texas
Commission Expires: 1-27-1987
[Signature]

THE STATE OF TEXAS

Owner:
Super A Corporation
and Orchard Development Co.
James E. Anthony, President
Raymond L. Anthony, Vice President
8201 Westwood Circle
Crosby, Texas 75006
This property shall not come under the
jurisdiction of any city in
Hood County, Texas.
[Signature]
Super A Corporation

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VOL. PS.

*Filed for Record
1-14-98*

FILED FOR RECORD
AT 3:35 P.M.

JAN 28 1998

Anjanette Ables
CLERK, HOOD COUNTY, TX

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