

04133

DEDICATION & RESTRICTIONS
by Super J Corporation
for The Orchard Addition No. 2. - a Single Family Residential Development

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

SUPER J CORPORATION, a Texas corporation, d/b/a Orchard Development Company (hereinafter referred to as Dedicator) is the owner of certain land in Hood County, Texas, described in Exhibit A, attached hereto and made a part hereof, a map or plat of which is also attached hereto as Exhibit B, and made a part hereof, which plat is adopted by Dedicator as its plan for subdividing said land into lots and blocks as shown thereon, the same to be known as "The Orchard Addition No. 2," an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property as The Orchard Addition No. 2, and other land owned by Dedicator adjoining and near The Orchard Addition No. 2 in installments, from time to time, so as to develop the same in an orderly manner for single family residences; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in The Orchard Addition No. 2, so as to provide for the preservation of the values and amenities in said development and the maintenance thereof for the benefit of the present and future owners of said lots;

WHEREAS, Owners of Lots in The Orchard Addition No. 2, shall be required to be members of Pecan Plantation Owner's Association, Pecan Plantation Subdivision, Hood County, Texas, having all the rights and privileges of members of said Association and paying the same assessments as lot owners of lots in Pecan Plantation Subdivision; and

WHEREAS, that certain land adjoining The Orchard Addition No. 2, as shown on Exhibit "C" and made a part hereof, is owned by the Orchard Golf Course Corporation, a Texas Corporation, and shall not be a part of The Orchard Addition No. 2, or any other future Unit developed in The Orchard Addition; and

WHEREAS, Owners of lots in The Orchard Addition No. 2, shall not by virtue of their ownership of a lot in The Orchard Addition No. 2, become members of the Orchard Golf Course or be entitled to use said Orchard Golf Course without purchasing a membership in the Orchard Golf Course Corporation; and

WHEREAS, as long as memberships are available in the Orchard Golf Course Corporation, as determined by Orchard Golf Course Corporation, Owners of lots in The Orchard Addition No. 2, shall be entitled to purchase said memberships and thereby be entitled to all rights and privileges of the Orchard Golf Course including the use of said Orchard Golf Course; and

NOW THEREFORE, Dedicator declares that the above described property designated as The Orchard Addition No. 2, 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, 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 attached as Exhibit B. The term shall not include any area or tract designated as a private way or any area shown as "undeveloped".

D. "Corner lot" shall mean a lot which abuts on more than one private way or street.

E. "Outbuilding" shall mean any building improvement which is located on a lot but not connected to the residence.

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

foreclosure.

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

H. "Golf Course" shall mean the Pecan Orchard Golf Course Corporation's golf course adjoining The Orchard Addition No. 2, as shown on Exhibit "C" attached hereto.

I. "The Plat" shall mean the plat of The Orchard Addition No. 2, attached hereto in Exhibit "B".

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

K. "The Orchard Development" shall mean The Orchard Addition No. 2 and all future additions platted as additions as a part of The Orchard Development but shall not include other lands owned by the Developer adjoining or near the lands platted as The Orchard Development, which are not platted as a part of The Orchard Development.

II. EASEMENTS

A. Easements designated on the plat as "private ways" shall provide Dedicator, its successors and assigns and the owners of the lots with the right of ingress and egress to the area and facilities thereof and to adjoining land, and are reserved as private ways, for the use of owners and their guests and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or rights therein to the Association, to be retained by said Association for the benefit of the properties or, in the discretion of the Association, to be dedicated to the public as public ways and easements.

B. Easements designated on the plat as "private golf course access easements" are reserved for the exclusive use of the Pecan Orchard Golf Course Corporation to provide ingress and egress to the Pecan Orchard Golf Course property.

C. Dedicator reserves to itself and its assigns an easement and right to construct and maintain in, over and across the easements and private ways shown on said plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 10 feet in width is hereby reserved along the front and back boundary and an easement of 5 feet in width is hereby reserved along each side boundary line of each lot as may be necessary for the installation and maintenance of said utilities and lines.

III. RESTRICTIONS, COVENANTS AND RESERVATIONS

A. USE OF LAND

1. **Residential use only.** No lot shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling with a private garage, appropriate outbuildings as approved under paragraph B. 1. below, and servant's houses for use of bona fide servants. No soil or trees shall be removed for any commercial use.

2. **Temporary Structures.** No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

3. **Storage.** No lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential property. No tank for the storage of any fluid, gasoline, or chemicals may be constructed or maintained on any lot above the surface thereof, except as provided in B.11. Recreational vehicles such as motor homes, travel trailers, boats and other similar vehicles over 15 feet in length shall not be stored on resident's property for periods longer than three days, or they shall be completely screened from view from the street.

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

5. **Firearms.** Use of firearms on any part of the property is prohibited except in areas that may be designated for such purpose by the Association.

6. **Nuisances.** No noxious, offensive, dangerous or noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Dedicator or the Association. Dedicator or the Association shall have the right, after seven days' written notice to the owner of a lot, to remove from such lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the lot owner for all reasonable costs thereby incurred.

7. **Towers and Wires.** No radio or television towers or aerial wires shall be maintained (a) over any part of any lot, not occupied by a structure, or (b) at a height of more than thirty feet from the ground.

8. **Drilling and excavation.** No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any lot. No sand, gravel or earth shall at any time be excavated or dug out of any lot, except for the purpose of laying the foundation of a residence thereon, erecting such residence, improving the gardens or grounds thereof. No mineral rights are conveyed by Dedicator to purchaser. A non-drilling agreement shall be recorded in the Deed Records of Hood County, Texas, providing that Dedicator, its successors and assigns and the owners of all Oil, Gas and other minerals shall not conduct any drilling or exploration for oil, gas or other minerals on the Property. Such limitation however shall not prevent the draining of oil, gas or other minerals from underneath the Property.

9. **Water Wells.** No water wells shall be drilled upon any lot so long as water for domestic use shall otherwise be available to the owners of said lots, but nothing herein shall be construed to prohibit Dedicator or its assignees or nominee from drilling and equipping a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any lots.

10. **Advertising Signs.** All advertising signs are prohibited without written consent of the Association.

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

B. CONSTRUCTION OF IMPROVEMENTS

1. **Approval of plans.** No building, fence or structure of any kind shall be erected or altered on any lot until the plans therefore, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been approved in writing by Association, which right of approval may be transferred to an architectural committee of the Association and shall not be unreasonably withheld. In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be by delivery in person, or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice may set forth the elements disapproved and the reason therefor, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of the Association or its assigns in this respect and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted, it will be conclusively presumed that same have been approved.

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

Lots	Minimum Square feet
Any lot containing 12,000 square feet or less.	1,200

Any lot containing less than 15,000 square feet and more than 12,000 square feet. 1,500

Any lot containing no more than 22,500 square feet and 15,000 square feet or more. 1,700

Any lot containing more than 22,500 square feet. 1,900

3. **Exterior walls.** At least 60% of the exterior wall surface of any residence shall be constructed of stone, masonry, veneer, stucco, or glass building materials commonly used, unless written exception to such requirement is given by Association or by its' architectural committee.

4. **Building lines.** No building, fence or structure of any kind shall be located on any lot within the building set back lines as designated on the plat, except upon prior approval of the Dedicator; 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 the shortest lot line. No part of any structure shall be erected or maintained closer than ten feet to any side lot line, except lots of 12,000 square feet or less shall be allowed a 7 foot side lot line restriction. No part of any structure shall be erected or maintained closer than 35 ft. to the Pecan Orchard Golf Course, or to the lakes and ponds serving the Pecan Orchard Golf Course without the written approval of the Pecan Orchard Golf Course Corporation or its successors or assigns.

5. **Garages.** Every garage shall be an enclosed structure attached to the residence or to a breezeway or covered porch attached to the residence. Every garage shall have the capacity to contain at least two automobiles. No garage shall face any street or private way except for lots of 12,000 square feet or less, or upon prior written approval of the Association.

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

7. **Structures on easements.** No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II C which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which Dedicator, Association, a public authority or utility company is responsible.

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

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

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

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

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

13. **Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Owners of lots shall be required to connect to, use, and pay for sewer service if it is

available to the lot. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

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 purchaser's lot, but Dedicator shall not be obligated to remove said irrigation system from the lot. Purchaser shall not have any rights to irrigation water owned by Dedicator, or any other holder of irrigation water rights recognized by the state of Texas and/or the Brazos River Authority.

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

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 owners lot shall be the responsibility of the owner, and any costs associated with the repairs of such damage shall be paid by the owner.

C. GENERAL

1. **Subdivision of lots.** No lot shall be subdivided without prior approval of the Dedicator; provided, however, that Dedicator expressly reserves the right to subdivide any lot to which it shall hold title, except that no lot shall contain less than 10,800 square feet.

2. **Pumping from river.** The pumping of water from the Brazos River is prohibited except by special permit, in writing, granted by the appropriate governmental authority.

3. **Flood easements.** Certain lots may be subject to temporary flooding in the event of a heavy rainfall. Special investigations have been made to locate the highest water line of record and each lot has been located in a way which will provide a building site on each lot above such high water line. No residence shall be constructed unless the finished floor level is at a minimum of 719 ft. above mean sea level.

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

4. **Disposition of lot.** No sale, transfer, lease or other disposition of any lot shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Association. In the event of a disposition or attempted disposition in violation of the preceding sentence, Association shall have the absolute right and option to acquire said lot (or the interest disposed of or proposed to be disposed of) at the same price and on the same terms as were offered to the purchaser or transferee. This restriction shall not apply, however, to lenders who may bid said property in at any foreclosure sale bought by them without regard to such membership restriction, or to a transfer of such property pursuant to a duly probated will or by virtue of intestacy; but as to any such excepted disposition Association shall have an absolute right and option to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer, or otherwise dispose of the same, at the same price and on the same terms of any good faith offer to purchase acceptable to such transferee.

5. **Membership in Association.** Upon the approval of a purchaser's application for membership in the Association and the execution of a sales contract or the acceptance of a deed, each purchaser of a lot (whether from

Dedicator or subsequent owner) shall become a member of the Association, a non-profit organization organized for the purpose of providing its members with a clubhouse and private recreational facilities and of establishing and maintaining private ways, security protection and other services for the common benefit of all lot owners. Said membership shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the Association shall find necessary for the maintenance of the aforesaid facilities and services and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members.

6. **Lien for amounts owed to Association.** By the acceptance and retention of title to any lot, each owner, his heirs and assigns, who is or becomes a member of the Association covenants and agrees that the Association shall have a lien upon the subject lot or lots (second only to liens for taxes and 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.

7. **Non-members of Association.** If, notwithstanding the requirement of membership in the Association as a condition to the purchase of a lot, title to any lot shall be acquired by a party who has not been approved for membership in the Association, or if any owner shall be approved for membership but later ceases to be a member of the Association, then, nevertheless, said owner, by acceptance and retention of title to a lot, covenants and agrees that he will bear and pay such portion of the specific expenses required and expended by the Association, its successors and assigns, solely for the maintenance of the facilities and services for which he would be required to pay if he were then in fact a member of such Association and as determined by the accountant for such Association. Further, each owner, on behalf of himself, his heirs and assigns, does hereby covenant and agree that the Association shall have a lien upon the subject lot or lots (second only to liens for taxes and any duly recorded mortgage) to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. Unimproved lots owned by the Dedicator, or by a corporation or other entity with substantially the same ownership and control as Dedicator, or the immediate family of James E. Anthony shall not be subject to such assessment.

8. **Builders.** Notwithstanding anything contained herein to the contrary, Builders who at any one time purchase for resale three (3) but not more than ten (10) unimproved lots in The Orchard Development, whether such lots are 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.

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

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

10. **Golf Course Lots.** The owners of lots abutting on the golf course shall permit the doing of every act necessary and proper to the playing of golf on the golf course, including but not limited to the recovery of golf balls from such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf and the maintenance of the golf course, together with all other

common and usual activity associated with the game of golf and with all the normal and usual activities association with the operation of a country club maintaining a golf course.

None of the Owners in The Orchard Addition No. 2, shall be entitled to use the Pecan Orchard Golf Course for any purpose unless they are members of Pecan Orchard Golf Course Corporation.

11. **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, cultivation and gathering. By acceptance and retention of title to a lot in The Orchard Addition No. 2, 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 unsold lots as part of the pecan orchard with the same rights and privileges outlined in the paragraph 10 above. Each owner, by acceptance of title, understands that such pecan operations on occasions, and from time to time, produce noise, odors, dust, spray drift and other temporary inconveniences, and that such are deemed as a part of the ordinary operation of the orchard. Dedicator further intends and reserves to itself, all entities with substantially the same ownership as dedicator, its successors and assigns, and all owners or lessees or operators of said pecan operations, or any other owner of said pecan orchard adjoining some of the lots, the right to construct and maintain fences separating the land to be used for pecan operations from the lots, private ways, and recreational facilities. By acceptance and retention of title to a lot in The Orchard Addition No. 2, 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.

12. **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".

13. **Interpretation.** In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.

14. **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.

15. **Enforcement.** These restrictions, covenants, and conditions may be enforced by Dedicator herein and/or by the owner of any lot in The Orchard Addition No. 2, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association, may file suit to collect any of the charges, dues and expenses mentioned in paragraphs 5, 6, 7, 8 and 9 above, all of which shall be payable to the Association in Hood County, Texas, or to enforce foreclosure of any lien therein granted.

16. **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 may, by written

instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land (i.e. land not included in the additions platted as a part of The Orchard Development) owned by Dedicator its successors and assigns, with specific reference to the pecan orchard operations, future development of the surrounding land, or change or modify any covenant or agreement of any lot owner with respect to any such land.

17. **Additional Subdivision.** As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land adjoining or near The Orchard Addition No. 2 from time to time so as to develop same as a part of the subdivision known as The Orchard Development. Developer therefore reserves the right to develop land adjoining or near The Orchard Addition No. 2, (such other land to be platted into Addition No. 3, Addition No. 4, etc. from time to time to comprise The Orchard Development) 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. However no restrictions on additional additions to be platted as a part of The Orchard Development shall allow construction other than single family residences or single family residences with 1-4 units, Developer further reserves the right to extend the private ways shown on Exhibit B attached hereto so as to serve such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; and to grant to the purchasers of such additional subdivided land the right to become members of the Association and to use the recreational facilities and private ways provided for herein. It is specifically understood that Developer may develop some additional land owned by Developer which will not be a part of Orchard Development for single family residences, multi family residences and commercial development and may at its election create and install recreational facilities. Any such commercial development shall be required to be 200 feet or more from the Orchard Development. Unless otherwise provided in the instrument creating any such future subdivision of lands adjoining or near The Orchard Development lands owned by the Developer, all purchasers of lots in THE ORCHARD ADDITION NO. 2, and all purchasers of lots in additional additions which are platted as a part of Orchard Development, and all owners of lots in such other Pecan Plantation subdivisions outside The Orchard Development and whether they are present or future subdivisions, shall be entitled equally to the use of all private ways and recreational facilities provided for in such subdivisions, to enforce any restriction, covenant or condition provided for therein, to participate in any modification or change in said restrictions, covenants, and conditions under paragraph 16 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.

18. 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 Developer with respect to any of the lots; and to grant to its successors or assigns the benefit of all provisions hereof which relate to any other land now owned by Dedicator.

19. All of the covenants and agreements undertaken or assumed by purchasers or owners of lots hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the lots hereunder, shall run with said lots and each of them and shall be binding on each purchaser from Dedicator and on such purchaser's heirs, administrators, executors and assigns.

Executed this 22nd day of April, 1994.

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

ATTEST:

By:

John W. Creedy
Secretary

By:

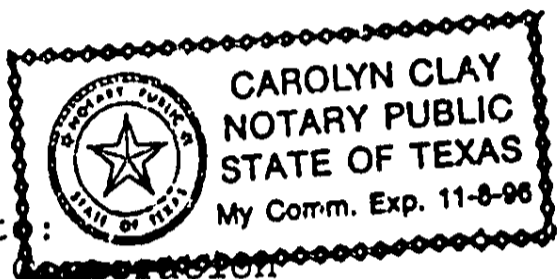
James E. Anthony
President

THE STATE OF TEXAS *
COUNTY OF HOOD *

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES E. ANTHONY, d/b/a ORCHARD DEVELOPMENT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SUPER J CORPORATION, d/b/a ORCHARD DEVELOPMENT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of April, 1994.

Carolyn Clay
Notary Public, State of Texas



Return to:
Super J Corporation
115 W. 7th Street, Suite 1312
Fort Worth, Texas 76102

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&
F**

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EXHIBIT "A"

**Clifford E. Recer
Jerry F. Fox**
Registered Surveyors
128 Ridgeway Drive
Cleburne, Texas 76031
817-645-9661
FAX 817-645-9662

Fox Inc., Professional Surveyors

Field Notes
Orchard Addition No. 2
15.779 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, being the Northwest corner of Lot 20, Block 3, Orchard Addition, No. 1, as recorded in Slide A-352-A, Plat Records of Hood County, Texas;

Thence, North 82 degrees 27 minutes 32 seconds West, 50.0 feet to a 1/2 inch steel pin for a corner;

Thence, along a curve to the right, having a radius of 356.68 feet and a chord bearing North 21 degrees 40 minutes 14 seconds East, 174.14 feet, a distance of 175.92 feet to a 1/2 inch steel pin for a corner;

Thence, North 35 degrees 48 minutes 00 seconds East, 55.0 feet to a 1/2 inch steel pin for a corner;

Thence, along a curve to the left, having a radius of 276.20 feet and a chord bearing North 17 degrees 26 minutes East, 174.06 feet, a distance of 177.07 feet to a 1/2 inch steel pin for a corner;

Thence, North 89 degrees 04 minutes 00 seconds East, 50.0 feet to a 1/2 inch steel pin for a corner;

Thence, North 70 degrees 45 minutes 00 seconds East, 156.80 feet to a 1/2 inch steel pin for a corner;

Thence, South 15 degrees 56 minutes 00 seconds East, 41.03 feet to a 1/2 inch steel pin for a corner;

Thence, South 64 degrees 40 minutes 00 seconds East, 511.58 feet to a 1/2 inch steel pin for a corner;

Thence, South 59 degrees 02 minutes 44 seconds East, 127.61 feet to a 1/2 inch steel pin for a corner;

cont.

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Thence, South 64 degrees 40 minutes East, 474.96 feet to a 1/2 inch steel pin for a corner;

Thence, North 87 degrees 31 minutes 37 seconds East, 137.40 feet to a 1/2 inch steel pin for a corner;

Thence, South 10 degrees 05 minutes 00 seconds West, 133.31 feet to a 1/2 inch steel pin for a corner;

Thence, North 74 degrees 20 minutes 00 seconds East, 133.23 feet to a 1/2 inch steel pin for a corner;

Thence, North 10 degrees 05 minutes 00 seconds East, 178.54 feet to a 1/2 inch steel pin for a corner;

Thence, South 85 degrees 00 minutes 00 seconds East, 701.55 feet to a 1/2 inch steel pin for a corner;

Thence, North 83 degrees 30 minutes 00 seconds East, 233.18 feet to a 1/2 inch steel pin for a corner;

Thence, South 06 degrees 30 minutes 00 seconds East, 190.00 feet to a 1/2 inch steel pin for a corner;

Thence, South 83 degrees 30 minutes 00 seconds West, 174.80 feet to a 1/2 inch steel pin for a corner;

Thence, along a curve to the right having a radius of 769.83 feet and a chord bearing South 89 degrees 15 minutes 00 seconds West, 154.26 feet, a distance of 154.51 feet to a 1/2 inch steel pin for a corner;

Thence, North 85 degrees 00 minutes 00 seconds West, 451.48 feet to a 1/2 inch steel pin for a corner;

Thence, along a curve to the left having a radius of 537.93 feet and a chord bearing South 84 degrees 40 minutes 00 seconds West, 192.98 feet, a distance of 194.03 feet to a 1/2 inch steel pin for a corner;

Thence, South 74 degrees 20 minutes 00 seconds West, 157.35 feet to a 1/2 inch steel pin for a corner;

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Thence, South 10 degrees 05 minutes 00 seconds West, 220.00 feet to a 1/2 inch steel pin for a corner;

Thence, North 68 degrees 27 minutes 40 seconds West, 263.51 feet to a 1/2 inch steel pin for a corner;

Thence, North 57 degrees 02 minutes 15 seconds West, 190.36 feet to a 1/2 inch steel pin for a corner;

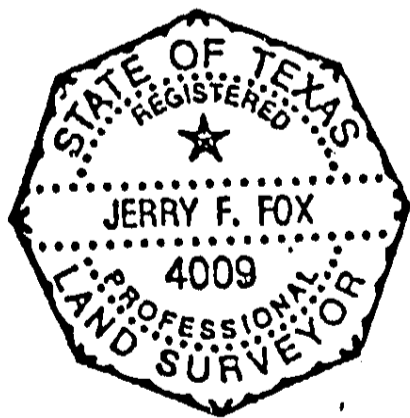
Thence, North 64 degrees 40 minutes 00 seconds West, 805.00 feet to a 1/2 inch steel pin for a corner;

Thence, North 65 degrees 12 minutes 09 seconds West, 206.48 feet to a 1/2 inch steel pin for a corner;

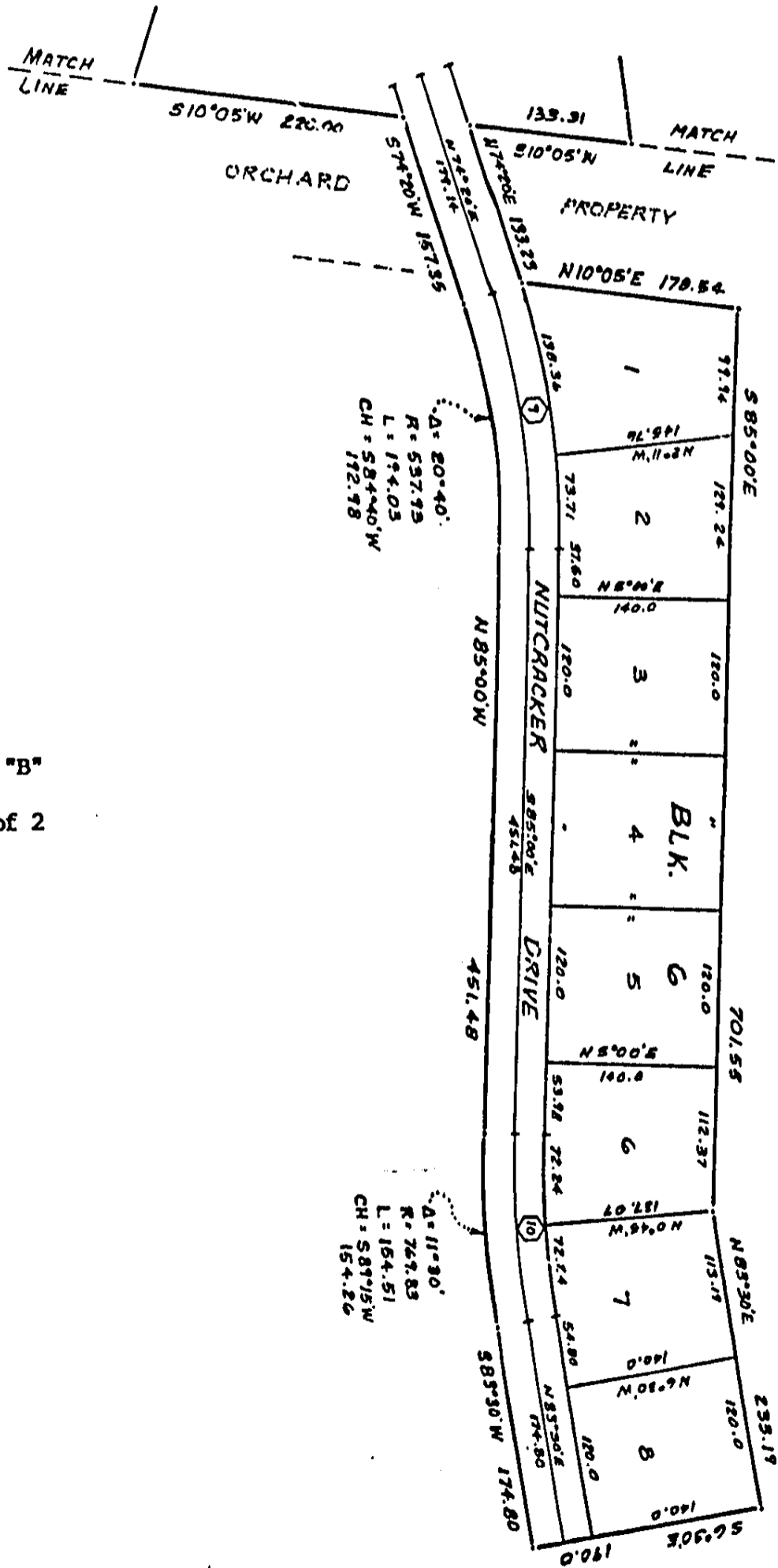
Thence, along a curve to the left, having a radius of 306.68 feet and a chord bearing South 21 degrees 40 minutes 14 seconds West, 149.73 feet, a distance of 151.26 feet to the place of beginning and containing 15.779 acres of land.

I, Jerry F. Fox, Registered Professional Land Surveyor, No. 4009, do hereby certify that the above field notes were prepared from a survey made on the ground in the months of March & April, 1994.


Jerry F. Fox
R.P.L.S. No. 4009

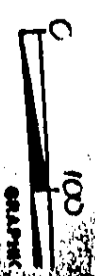


Owner
Super J Corporation
dba Orchard Development Co
James E. Anthony, President



E STREET CURVE DATA					
NO.	Δ	RADIUS	LENGTH	TANGENT	CHORD
4	20°40'	537.93	203.05	102.64	164.00'E 201.75
10	11°30'	744.83	149.50	75.00	187.15'00'E 117.25

EXHIBIT "B"
Page 2 of 2

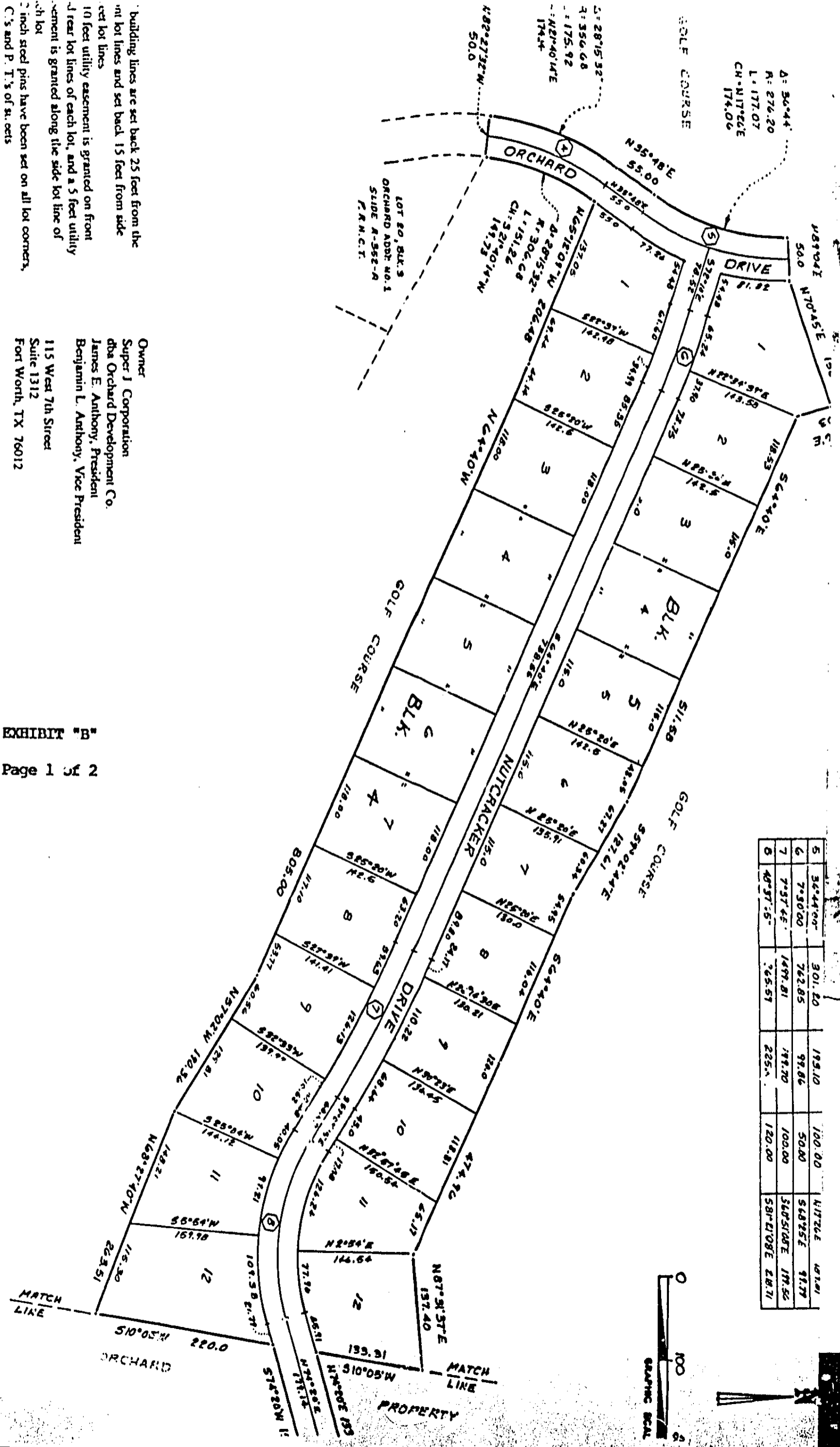


building lines are set back 25 feet from the front lot lines and set back 15 feet from side and rear lot lines
 10 feet utility easement is granted on front and rear lot lines of each lot, and a 5 foot utility easement is granted along the side lot line of each lot
 2 inch steel pins have been set on all lot corners, corners C's and P. T.'s of st. acts

Owner
 Super J Corporation
 dba Orchard Development Co.
 James E. Anthony, President
 Benjamin L. Anthony, Vice President
 115 West 7th Street
 Suite 1312
 Fort Worth, TX 76012

This property does not come under the extra territorial jurisdiction of any city in Hand County Texas

EXHIBIT "B"
 Page 1 of 2



Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal law.

STATE OF TEXAS COUNTY OF HOOD
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 4:35 M.

APR 28 1994

Anjanette Ables
County Clerk, Hood County, TX