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DEDICATION & RESTRICTIONS
by Super J Corporation
for PECAN ESTATES ADDITION NO. 3 - 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 "PECAN ESTATES ADDITION NO. 3," an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property as PECAN ESTATES ADDITION NO. 3, and other land owned by Dedicator adjoining and near PECAN ESTATES ADDITION NO. 3 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 PECAN ESTATES ADDITION NO. 3, 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 PECAN ESTATES ADDITION NO. 3, 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 PECAN ESTATES ADDITION NO. 3 is operated as the Nutcracker Golf Club, and is not a part of PECAN ESTATES NO. 3. and

WHEREAS, Owners of lots in PECAN ESTATES NO. 3 shall not by virtue of their ownership of a lot in PECAN ESTATES NO. 3, become members of the Nutcracker Golf Club except as provided in Article III C. 7 (Social Membership in Golf Club) or be entitled to use said Nutcracker Golf course without purchasing the appropriate membership in the Nutcracker Golf Club; and

NOW THEREFORE, Dedicator declares that the above described property designated as PECAN ESTATES ADDITION NO. 3, 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 Article III C. 6. (Membership in Association) below, and shall include the successors and assigns of such corporation.

H. "Golf Course" shall mean the Nutcracker Golf Club, Inc.'s (formerly the Pecan Orchard Golf Course Corporation) golf course adjoining the PECAN ESTATES NO. 3.

I. "The Lake" shall mean the lake adjoining certain lots in Block 5 of PECAN ESTATES NO. 3, but not the lake adjoining Hole 7 of the Nutcracker Golf Club.

J. "The Plat" shall mean the plat of PECAN ESTATES ADDITION NO. 3, attached hereto in Exhibit "B".

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

L. "The Orchard Development" shall mean all past and future additions platted as additions as a part of The Pecan Plantation Development but shall not include other lands owned by the Developer adjoining or near the lands platted as PECAN ESTATES ADDITION NO. 3, which are not platted as a part of the Orchard Development.

M. "Golf Club" shall mean the Nutcracker Golf Club, Inc. or it's successors or assigns.

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 "cart path and utility easements" are reserved for the exclusive use of the Nutcracker Golf Club to provide ingress and egress to the Nutcracker Golf Course property, and for the use of the Dedicator and it's assigns to construct and maintain utilities to the addition.

C. Easements designated as "private taxiways" are reserved for the exclusive use of the members of Pecan Plantation Owners Association, such easements to be for the movement of aircraft only, and 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.

D. Dedicator reserves to itself and it's 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 pipelines, drainage structures and the Lake and other appurtenances in connection therewith.

An easement 10 feet in width is hereby reserved along the front boundary and 10 feet in width is hereby reserved along the back boundary and an easement of 5 feet in width is hereby reserved along each side boundary line of each lot as may be necessary for the installation and maintenance of said utilities and lines, and for drainage of surface water from surrounding properties.

E. In addition to the easements referred to above in this Article II (Easements)

1. Dedicator grants to each Owner of lots adjacent to the Lake described in Article 1 I (The Lake) a Recreation Easement. This Recreation Easement is described as that land from the Owner's rear property line extended to the Lake's shore line and bounded by an extension of the Owner's side lot lines as well as all of the areas covered by the Lake's surface.

2. This recreational easement allows the Owner to use the lake for recreational use only subject to the terms of Article III. B. 8 (Structures on and maintenance of easements) and Article III. B. 17 (Use of Ponds and Lakes), and Article III B. 1 (Approval of Plans).

3. Owner's access to the Lake may be over and through owner's property only.

4. Owners are obligated to maintain and care for the recreational easement from their property line to the water's edge.

5. All Owners of a Recreational Easement must be members of the Nutcracker Golf Club, Inc. or it's successors according to Article III C. 7 (Social Membership in the Golf Club).

III. RESTRICTIONS, COVENANTS AND RESERVATIONS

A. USE OF LAND

1. Residential use only. Any lot may be used for residential purposes, but 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 Article III B.1 (Approval of Plans), and Article III A.4 (Storage), and one servants' and/or guest house for use of bona fide servants and/or guests. No soil or trees shall be removed for any commercial use.

2. **Agricultural use.** Any lot that exceeds 1.5 acres 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 Pecan Plantation Owners 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. **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 Article III B.13 (Gas). Recreational vehicles such as motor homes, travel trailers, boats and other similar vehicles over 15 feet in length shall not be stored on resident's property for periods longer than three days, unless they are completely screened from view from the street.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

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

12. **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 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 floor area (when measured to exterior walls and exclusive of attached garage, open porches, hangers, patio 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
All lots in PECAN ESTATES ADDITION NO. 3	2,100

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 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 either lot line. No part of any structure shall be erected or maintained closer than 10 feet to a side lot line, except lots of 12,000 square feet or less shall be allowed a 5 foot side lot line restriction. No part of any structure shall be erected or maintained closer than 35 feet to a rear lot line without the written approval of the Dedicator, or its successors or assigns. However, any lot granted a Recreation Easement according to Article II E. (Easements) may build a recreational structure within the 35 foot rear lot line restriction according to Article III B. 17 (Use of Ponds and Lakes)

5. **Garages.** Every garage shall be an enclosed structure attached to the residence or to 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 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. For lots larger than 1.5 acres, 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 end of the line would be equidistant from the front lot corners.

7. **Hangars.** Private hangers for the use of the Owner whose lot borders a dedicated taxicab easement shall be permitted. Hangars must meet the architectural requirements, and all other restrictions 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.

8. **Structures on and maintenance of easements.** No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II 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 or interfere with the purpose for which the easement has been dedicated. The easement areas 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 are responsible.

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 water flow down the channel during extreme rainfalls. Such driveway structures must be provided before any construction is started on the lot.

10. **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.

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

12. **Fences.** Plans for the design and location of fences shall be submitted to the architectural control committee of Pecan Plantation Owners Association, which shall have the right to allow or disallow such improvements. However, any fences bordering on the golf course must be ornamental or decorative fences.

such as, but not limited to, pipe, wrought iron, or wooden railing. Solid privacy fences and wire fences shall not be allowed adjacent to the golf course. Each fence on the golf course must provide an access gate for the retrieval of balls only, as provided in Article III C.12 (Golf Course Lots).

13. **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.

14. **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.

15. **Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and 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 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. No septic tank shall be built closer than 25 feet from any lot line.

16. **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 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 and Dedicator has no obligation to furnish irrigation water to Owner. However, 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.

17. **Use of Ponds and Lakes.** Owners of lots shall have no rights (1) to pump water from the ponds or lakes, (2) to discharge water or waste into the ponds or lakes, except as accomplished through normal runoff, (3) to use the Nutcracker Golf Club ponds and lakes for any personal or recreational use, except as provided in Article II E. (Easements). 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 and / or successors to Developer harmless from such potential hazards. No combustible engine powered water craft are permitted on any lakes or ponds. Watercraft powered with electric motors are permitted on the Lake.

Owners of lots adjacent to the Lake and who are granted a Recreational Easement according to Article II E. (Easements) may build recreational facilities on the Recreational Easement, but the design and specifications of such facilities must (1) be approved by the Dedicator, and (2) be approved by the architectural control committee.

Owners are permitted to build a dock structure on the lake owned by Dedicator, or its successors or assigns, but such structure must not be (1) totally enclosed, or (2) extend more than 15 feet past the normal shoreline into the pond or lake

18. **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.

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

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

C. GENERAL

1. **Subdivision of lots.** No lot may be subdivided without being approved by Pecan Plantation Owners Association and Dedicator, but in no event shall any lot be subdivided in such a manner that creates more than one additional member into Pecan Plantation Owners Association, and in no event will a subdivided lot be less than 10,800 square feet.

2. **Combining of lots.** Dedicator expressly reserves the right to combine any adjacent lots to which it shall hold title into one lot, and that lot shall be considered as one lot for assessment purposes by the Pecan Plantation Owners Association regardless of whether or not said lots are replatted into one lot.

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

4. **Flood easements.** Certain lots may be subject to temporary flooding in the event of a heavy rainfall. Special investigations have been made to locate the highest water line of record and each lot has been located in a way which should provide a building site on each lot above such high water line if the Owner builds in compliance with Article III B. 18 (Finished Floor Level). The Developer does not warrant more than such special investigations, nor can he warrant that unforeseen events or acts of God will not cause the water to rise higher at some future time period.

5. **Disposition of lot.** No sale, transfer, lease or other disposition of any lot shall be considered unless and until the owner 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 Owner or transferee. This restriction shall not apply, however, to lenders who may bid said property in at any foreclosure sale bought by them without regard to such membership restriction, or to a transfer of such property pursuant to a duly probated will or by virtue of intestacy; but as to any such excepted disposition Association shall have an absolute right and option to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer, or otherwise dispose of the same, at the same price and on the same terms of any good faith offer to purchase acceptable to such transferee.

6. **Membership in Association.** Upon the approval of a purchaser's application for membership in the Association and the execution of a sales contract or the acceptance of a deed, each purchaser of a lot (whether from Dedicator or subsequent owner) shall become a member of the Association, a non-profit organization organized for the purpose of providing its members with a clubhouse and private recreational facilities and of establishing and maintaining private ways, security protection and other services for the common benefit of all lot Owners. Said membership shall be conditioned upon observance of the rules and regulations established by the Association for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the Association shall find necessary for the maintenance of the aforesaid facilities and services and any other services and benefits which the Association may provide in that classification of membership.

7. **Social Membership in Golf Club** Each purchaser of lots that are contiguous to property owned and/or operated by the Nutcracker Golf Club (including but not limited to the golf course and the adjacent ponds and lakes) shall upon the acceptance of a deed submit an application to become a Reserve Social Member of the Nutcracker Golf Club, or a member at a higher classification. A Nutcracker Golf Club membership is a non-equity membership in the Golf Club, which has been organized for the purpose of providing its members with a clubhouse and associated golf and social activities.

Upon the start of construction, purchaser is obligated to become an active Social Member, or a member at a higher classification, and to maintain that membership so long as the Golf Club or its successors own and operate the golf course.

A Social Membership provides to the lot owner continued maintenance and repair to the golf course, and provision of adequate water for the ponds and lakes, as well as limited privileges at the Golf Club.

Said memberships shall be conditioned upon observance of the rules and regulations established by the Golf Club for the benefit and general welfare of its members and for the operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees and charges as the Golf Club shall find necessary for the maintenance of the aforesaid facilities and services and any other services and benefits which the Golf Club may provide in that classification of membership.

8. **Lien for amounts owed to Association and Golf Club.** By the acceptance and retention of title to any lot, each owner, his heirs and assigns, who is or becomes a member of the Association and Golf Club covenants and agrees that the Association and 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 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.

10. **Builders** Notwithstanding contained herein to the contrary, Builders who 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.** Each Owner of a lot purchased from Dedicator, and the successors and assigns of said owners, shall be assessed monthly the amounts set by the Association and the Golf Club (if applicable) for all of its members under the terms of its' By-Laws, except as provided in paragraph C.9 (Non members) above. The Nutcracker Golf Club agrees that monthly charges for the Social Memberships granted to owners of lots in Pecan Estates 3 shall not exceed \$20 per month until January 1, 2002.

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 or the Golf Club for any lots owned by it, or transferred to a corporation or other entity with substantially the same ownership and control. The owner or owners of such lots as defined in this paragraph shall not be entitled to voting rights after January 1, 2002.

12. **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 for the golf course, together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club maintaining a golf course. Any fence bordering the golf course shall be in compliance with Paragraph III B.12 (Fences).

None of the Owners of PECAN ESTATES NO. 3 shall be entitled to use the Nutcracker Golf Club or its facilities for any purpose unless they are members of the Nutcracker Golf Club.

13. **Pecan operations.** At the time of this dedication, an entity related to Dedicator with substantially the same ownership as Dedicator operates property adjoining the subdivision which it intends to use for the continuing purposes of planting, growing, and cultivating pecan trees and gathering pecans 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 PECAN ESTATES ADDITION NO. 3, 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 as outlined in this paragraph. 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 PECAN ESTATES ADDITION NO. 3, each Owner agrees that he, his family and guests, shall observe and respect such fences and refrain from crossing same and shall respect the privacy and ownership of the land and crops on which pecan operations are conducted.

14. **Unsold lots.** Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent 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".

15. **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.

16. **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.

17. **Enforcement.** These restrictions, covenants, and conditions may be enforced by Dedicator, its successors and assigns, herein and/or by the Owner of any lot in PECAN ESTATES ADDITION NO. 3, 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 paragraph III.c (General), all of which shall be payable to the Association and / or the Nutcracker Golf Club in Hood County, Texas, or to enforce foreclosure of any lien therein granted.

18. **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, 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 Pecan Plantation or Orchard Development) owned by Dedicator its successors and assigns, with specific reference to the pecan orchard operations, future development of the surrounding land, or change or modify any covenant or agreement of any lot Owner with respect to any such land. Selection by Dedicator of January 1, 2002, in this provision is intended only to provide a reasonable period of time for assured continuity and stability for lot owners, and is not intended in any way to affect, or to be in conflict with, or to be construed in connection with the comparable original "duration" date of January 1, 1997 provided for in other Pecan Plantation Subdivision Restrictions, nor is this date intended to affect the ability of the Pecan Plantation Owners Association to amend its by-laws or rules and regulations at any time it so wishes by the exercise of its rights under the existing by-laws, or any future modified by-laws.

19. **Additional Subdivision.** As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land adjoining or near PECAN ESTATES ADDITION NO. 3 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 PECAN ESTATES ADDITION NO. 3, 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 residential additions to be platted as a continuation of the Orchard Development shall allow construction other than single family residences (or single family residences with 1-4 units), and the other improvements authorized for PECAN ESTATES ADDITION NO. 3. Developer further reserves the right to extend the private ways shown on Exhibit B attached hereto so as to serve such additional land owned and / or subdivided by the Developer, to use the easements reserved herein to serve such additional land; and to grant to the Owners of such additional 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 the 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 PECAN ESTATES ADDITION NO. 3. Unless otherwise provided in the instrument creating any such future subdivision of lands owned by the Developer adjoining or near The Orchard Development land owned by the Developer, all Owners of lots in PECAN ESTATES ADDITION NO. 3, and all owners 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, whether they are present or future subdivisions, shall be entitled equally to the use of all private ways and recreational facilities owned and operated by the

Association 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 III General. 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.

20. 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 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.

21. 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.

Executed this 22nd day of October, 1996.

ATTEST:

Paul D. Casey

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

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

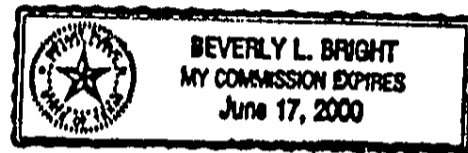
THE STATE OF TEXAS •

COUNTY OF HOOD •

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BENJAMIN L. 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 22nd day of October, 1996.

Beverly L. Bright
Notary Public, State of Texas



RETURN TO:
Super J Corporation
James E. Anthony
8501 N. Monticello Circle
Granbury, TX 76049

R
&
F
Recer
Fox Inc., Professional Surveyors

1516 9585
VOL. 78.

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

EXHIBIT "A"

FIELD NOTES
Re-Plat of PECAN ESTATES
Section 3

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

BEGINNING at a 1/2" steel pin found being in the Northerly line of Equestrian Drive and being the Southeast corner of Lot 16, Block 2, Pecan Estates, Section Two, Plat Recorded in Slide A-377-A, Plat Records of Hood County, Texas;

THENCE, North 25 degrees 10 minutes 00 seconds West, 215.00 feet to a 1/2" steel pin set for a corner;

THENCE, South 64 degrees 50 minutes 00 seconds West, 149.09 feet to a 1/2" steel pin set for a corner;

THENCE, North 02 degrees 30 minutes 00 seconds East, 343.04 feet to a 1/2" steel pin set for a corner;

THENCE, South 87 degrees 30 minutes 00 seconds West, 22.81 feet to a 1/2" steel pin set for a corner;

THENCE, North 02 degrees 30 minutes 00 seconds West, 50.00 to a 1/2" steel pin set for a corner;

THENCE, North 87 degrees 30 minutes 00 seconds East, 16.26 feet to a 1/2" steel pin set for a corner;

THENCE, North 10 degrees 45 minutes 01 seconds East, 427.84 feet to a 1/2" steel pin set for a corner;

THENCE, North 17 degrees 17 minutes 52 seconds East, 59.67 feet to a 1/2" steel pin set for a corner;

THENCE, South 79 degrees 11 minutes 06 seconds East, 177.72 feet to a 1/2" steel pin set for a corner;

THENCE, along a curve to the left having a radius of 1179.67 feet and a chord bearing North 10 degrees 08 minutes 27 seconds East, 27.76 feet, a distance of 27.76 feet to a 1/2" steel pin set for a corner;

THENCE, South 80 degrees 32 minutes 00 seconds East, 159.41 feet to a 1/2" steel pin set for a corner;

THENCE, North 64 degrees 50 minutes 00 seconds East, 138.35 feet to a 1/2" steel pin set for a corner;

THENCE, North 51 degrees 20 minutes 21 seconds East, 149.12 feet to a 1/2" steel pin set for a corner;

THENCE, North 61 degrees 08 minutes 18 seconds East, 348.03 feet to a 1/2" steel pin set for a corner;

THENCE, North 26 degrees 17 minutes 00 seconds East, 310.56 feet to a 1/2" steel pin set for a corner;

THENCE, North 77 degrees 01 minutes 43 seconds East, 99.29 feet to a 1/2" steel pin set for a corner;

THENCE, North 12 degrees 51 minutes 18 seconds East, 140.69 feet to a 1/2" steel pin set for a corner;

THENCE, North 32 degrees 29 minutes 45 seconds East, 121.29 feet to a 1/2" steel pin set for a corner;

THENCE, South 81 degrees 27 minutes 50 seconds East, 168.21 feet to a 1/2" steel pin found for a corner;

THENCE, North 08 degrees 32 minutes 10 seconds East, 331.74 feet to a 1/2" steel pin set for a corner in the Southerly line of Lot 951, Pecan Plantation, Unit Six, as recorded in Slide A-138, Plat Records of Hood County, Texas;

THENCE, South 81 degrees 27 minutes 50 seconds East, along said Southerly line of Pecan Plantation, Unit Six, 385.00 feet to a 1/2" steel pin found being the Southeast corner of Lot 948, Pecan Plantation, Unit Six;

THENCE, South 65 degrees 49 minutes 57 seconds East, 58.96 feet to a 1/2" steel pin found for a corner being the Southwest corner of Lot 947, Pecan Plantation, Unit Six, and the Northwest corner of Lot 822, Pecan Plantation, Unit Eight;

THENCE, South 02 degrees 59 minutes 00 seconds West, along a Westerly line of Pecan Plantation, Unit Eight, 447.95 feet to a 1/2" steel pin set for a corner;

THENCE, North 81 degrees 27 minutes 50 seconds West, 220.87 feet to a 1/2" steel pin set for a corner;

THENCE, South 08 degrees 32 minutes 10 seconds West, 20.00 feet to a 1/2" steel pin set for a corner;

THENCE, South 47 degrees 13 minutes 01 seconds East, 64.69 feet to a 1/2" steel pin set for a corner;

THENCE, South 37 degrees 09 minutes 23 seconds West, 524.24 feet to a 1/2" steel pin set for a corner;

THENCE, South 59 degrees 08 minutes 35 seconds West, 166.52 feet to a 1/2" steel pin set for a corner;

THENCE, South 35 degrees 24 minutes 00 seconds West, 154.21 feet to a 1/2" steel pin set for a corner;

THENCE, South 59 degrees 42 minutes 39 seconds West, 414.62 feet to a 1/2" steel pin set for a corner;

THENCE, South 86 degrees 25 minutes 25 seconds West, 102.93 feet to a 1/2" steel pin set for a corner;

THENCE, South 59 degrees 59 minutes 47 seconds West, 370.76 feet to a 1/2" steel pin set for a corner;

THENCE, South 22 degrees 25 minutes 31 seconds West, 22.05 feet to a 1/2" steel pin set for a corner;

THENCE, South 21 degrees 37 minutes 27 seconds East, 227.02 feet to a 1/2" steel pin set for a corner;

THENCE, North 74 degrees 08 minutes 17 seconds East, 14.10 feet to a 1/2" steel pin set for a corner;

THENCE, South 23 degrees 23 minutes 22 seconds East, 186.50 feet to a 1/2" steel pin set for a corner;

THENCE, along the North line of Equestrian Drive and a curve to the left having a radius of 640.87 feet and a chord bearing South 66 degrees 01 minutes 38 seconds West, 26.71 feet, a distance of 26.71 feet to a 1/2 inch steel pin set for a corner;

THENCE, South 64 degrees 50 minutes 00 seconds West, along the North line of Equestrian Drive, 360.00 feet to the place of BEGINNING and CONTAINING 29.027 acres of land.

I, Jerry F. Fox, Registered Professional Land Surveyor, No. 4009, certify that the above field notes were prepared from a survey made on the ground March, 1996.

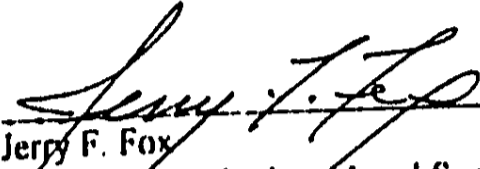
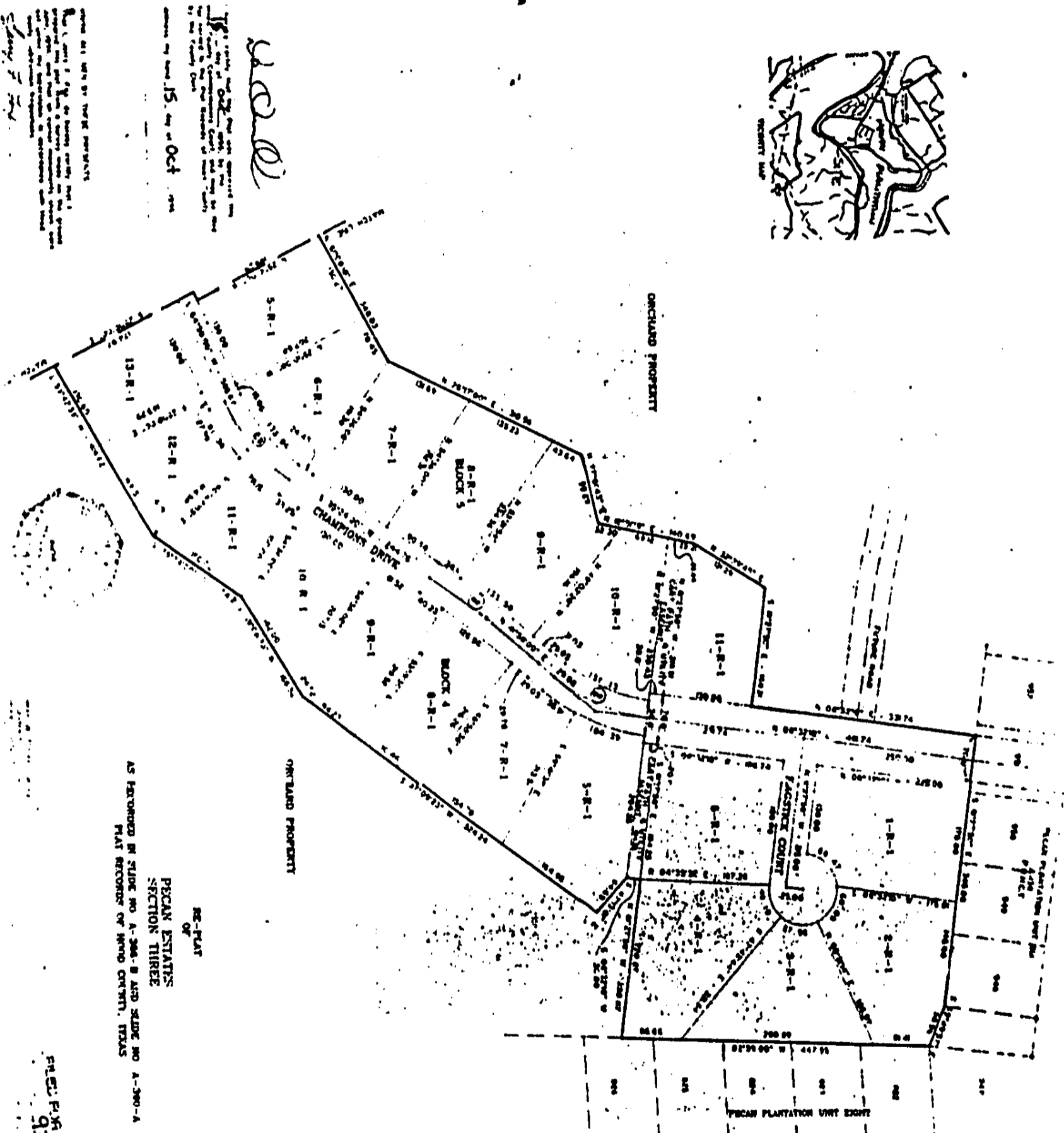

Jerry F. Fox
Registered Professional Land Surveyor
No. 4009



EXHIBIT "B"

Page 1 of 2



Handwritten signature
This plat was prepared by the undersigned on the 15th day of Oct. 1999.
Surveyor's Seal

AS FORWARDED BY SLIDE NO. A-390-B AND SLIDE NO. A-390-A
PLAT RECORDS OF HEND COUNTY, TEXAS

FILED FOR RECORD
9:45A

A-390-B 1 of 2

REC'D
FOX INC. Professional Surveyors
1817 S. Highway 170
P.O. Box 1000
Hend County, Texas 75751

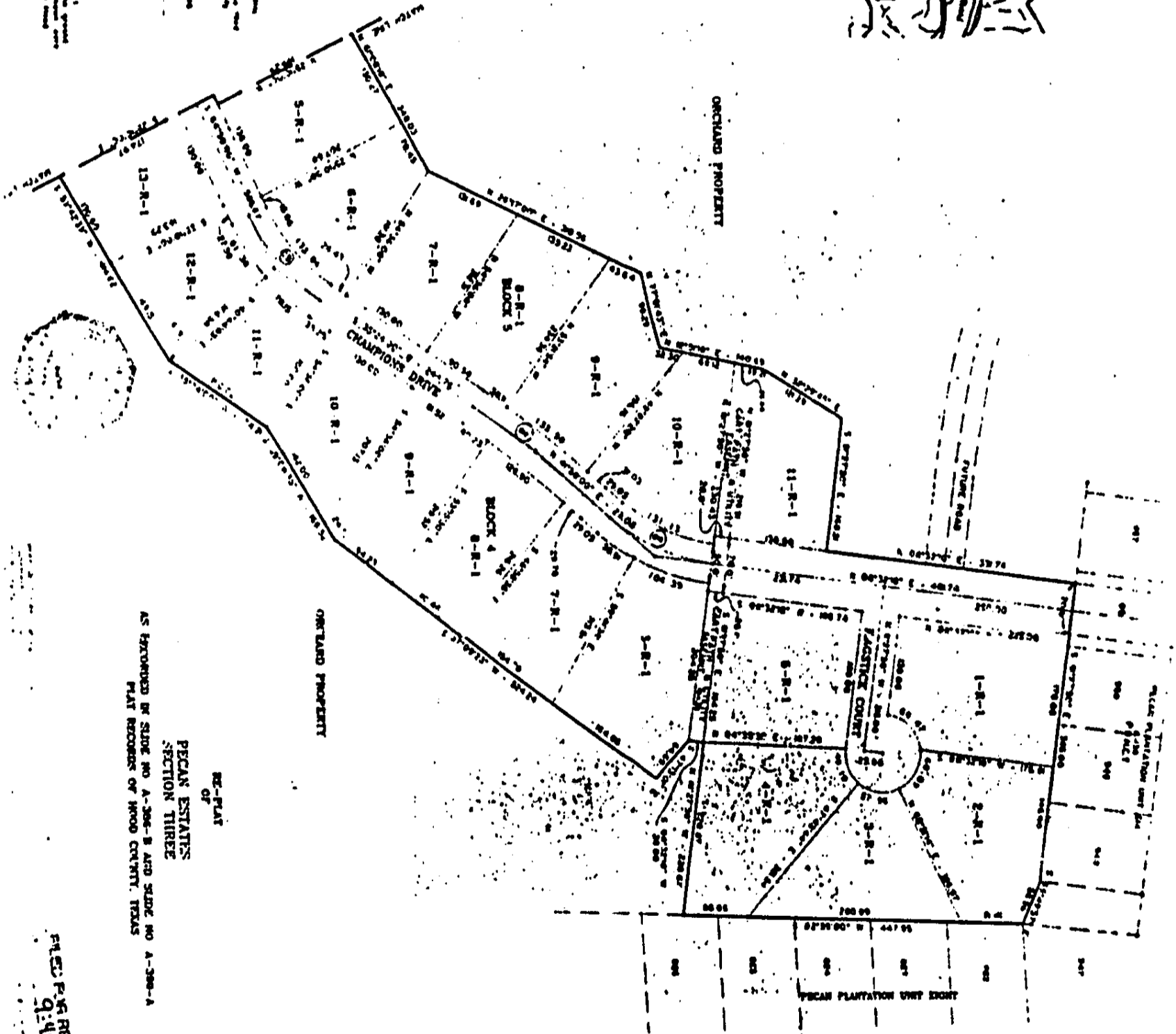
James E. Anthony
Surveyor
June 17, 2000

Beulah B. Bick
Surveyor

EXHIBIT "B"
page 2 of 2



Handwritten notes:
 The following is a true and correct copy of the original plat as recorded in the Public Records of Wood County, Texas, on or about 15th day of Oct. 1958.
 [Signature]



AS ENFORCED BY SLIDE NO. A-288-B AND SLIDE NO. A-288-A
 PLAT RECORDS OF WOOD COUNTY, TEXAS

FILED FOR RECORD
 9:45 A.M.

ROGER R
 FOX INC. Land Planners
 150 S. Palmer Drive
 Dallas, Texas 75201
 (214) 425-1111

Handwritten signature: James E. Anthony
 Notary Public
 State of Texas
 My Comm. Expires: June 12, 2000

Handwritten notes:
 This plat was prepared by the undersigned, a Notary Public for the State of Texas, on the basis of a copy of the original plat as recorded in the Public Records of Wood County, Texas, on or about 15th day of Oct. 1958.
 [Signature]

1516 0591
VOL. PG.

FILED FOR RECORD
AT 4:20 P.M.

OCT 22 1996

Anjanette Able
County Clerk, Hood County, Tex.

any provision hereon which restricts the sale, rental or use of
the described real property because of either or both of the following:
and unenforceable under federal law.
STATE OF TEXAS
I hereby certify that the customer, was on the date of
the stamp and the stamp was duly recorded
in the Official Public Record of Hood County,
Texas in the 1516th volume page 0591.



Anjanette Able
ANJANETTE ABLE, County Clerk
Hood County, Texas