

THE STATE OF TEXAS    |  
                                   |            KNOW ALL MEN BY THESE PRESENTS;  
 COUNTY OF HOOD        |

That TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES (hereinafter referred to as a Dedicator), is the owner of several tracts of real property in Hood County, Texas, including the lands specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, a map and plat of which is also attached hereto, and which plat is adopted by Dedicator as its plan for subdividing said tract described into the lots as shown thereon, as a part of DeCORDOVA BEND ESTATES, UNIT XXIV and being:

Lots 1356-1363, inclusive, DeCORDOVA BEND  
 ESTATES, UNIT XXIV, in the George W. Lang  
 Survey, Abstract 328, Hood County, Texas;

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, so as to orderly develop the same with areas for single or multiple family residences, areas for condominiums, areas for recreational uses, with their allied facilities, and has caused the portion specifically described in Exhibit "A" to be subdivided and platted as Lots 1356 thru 1363, inclusive, DeCordova Bend Estates, Unit XXIV, as shown by the plat attached hereto; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the lots in DeCORDOVA BEND ESTATES, UNIT XXIV, so as to provide for the preservation of the values and amenities in said development and maintenance of the facilities thereof for the benefit of the present and future owners of said lots:

NOW, THEREFORE, TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES, declares that the property specifically described as Exhibit "A" designated as Lots 1356-1363, inclusive, DeCordova Bend Estates, Unit XXIV, in the George W. Lang Survey, Abstract 328, Hood County, Texas, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants,

Unit XXIV  
Restrictions

192/252

AMENDMENT TO DEDICATION AND RESTRICTIONS

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

WHEREAS, on the 1st day of September, 1971, a Dedication and Restrictions covering Unit XXIV of DeCordova Bend Estates, George W. Lang Survey, Abstract No. 328, Hood County, Texas, were filed and recorded in Volume 173, Page 223, Deed Records of Hood County, Texas, and the plat attached thereto and made a part thereof was filed and recorded in Volume 1, Page 89, Plat Records of Hood County, Texas; and,

WHEREAS, Texlan, Inc., d/b/a DeCordova Bend Estates, herein-after called Dedicator, is desirous of amending said Dedication and Restrictions, as well as revising the map or plat thereof, for the purpose of revising Unit XXIV, DeCordova Bend Estates, George W. Lang Survey, Abstract No. 328, Hood County, Texas, said real property being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes; and,

WHEREAS, Dedicator or its successors desires to subdivide and plat said real property as shown by the revised plat attached hereto designated Revision One of DeCordova Bend Estates, Unit XXIV, so as to orderly develop the same with areas for multi-family dwellings, areas for condominiums, areas for marinas and areas for recreational use with their allied facilities; and,

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of said real property in DeCordova Bend Estates, Unit XXIV, as revised hereby, so as to provide for the preservation of the values and amenities in said development and the maintenance of the facilities thereof for the benefit of the present and future owners of any part of said property and the owners of multi-family dwellings or units situated on said property;

339

THUNDERBIRD  
COVE HOMES

BOOK 339 PAGE 767

THE STATE OF TEXAS    )  
COUNTY OF HOOD        )

This DECLARATION made this the 14<sup>th</sup> day of February, 1981, by the Owners of units located in THUNDERBIRD COVE (hereinafter called Dedicators), pursuant to and in accordance with the provisions of the Condominium Act of the State of Texas (hereinafter referred to as the "Act"),

~~WITNESSETH:~~

WHEREAS, in pursuance of a plan for the development of a condominium project to be known and designated as THUNDERBIRD COVE HOMES, the Dedicators, being the owners in fee simple of the separate tracts of land described on Appendix "A", attached hereto and made part hereof, which land is hereinafter referred to as the "project land", will improve and develop said project, hereinafter more particularly described, together with certain other improvements, structures and facilities and appurtenances thereto; and

WHEREAS, the Dedicators intend by this Declaration to submit said project land and all improvements thereon to the provisions of the condominium regime established by the Condominium Act of the State of Texas, so as to thereby establish a condominium regime under said Act in respect to the project as hereinafter defined and described;

NOW, THEREFORE, the Dedicators hereby make the following Declarations: as to the definitions, divisions, descriptions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to govern, control, and regulate the sale, re-sale, or other disposition, encumbrance, acquisition, ownership, use, occupancy, and enjoyment of the project property and all parts thereof and the separate freehold estates hereby established, hereby specifying and agreeing that the provisions and contents of this Declaration shall be and constitute covenants to run with the land and shall be binding on Dedicators, its successors and assigns, and grantees and subsequent owners of all or any part of said project.

AMENDMENT TO DECLARATION AND MASTER DEED  
THUNDERBIRD COVE HOMES, HOOD COUNTY, TEXAS  
AND SUPPLEMENTARY DECLARATIONS THERETO

STATE OF TEXAS

01782

COUNTY OF HOOD

This amendment to the Declaration and Master Deed of Thunderbird Cove Homes is made on the 13th day of February, 1988 by the following owners who are in fee simple title to the tract of land described in Exhibit "A" Page 1 and 2. The ownership of the separate condominium units is set forth as follows:

1. John Moore Nabers and wife, Katherine P. Nabers

Being one certain parcel of land described as Tract 1 in Deed from C. Lee Connell to Clifford J. Lane of even date herewith, being out of the George W. Lang Survey, Hood County, Texas, recorded in Volume 1, Page 78 of the Condominium Records of Hood County, Texas; and being described as follows: BEGINNING at Point "A" in the SW portion of the tract; THENCE, N. 75 deg. W a distance of 50 feet to the shoreline of Lake Granbury; THENCE, NE along the shoreline at the 693 foot elevation a distance of 315 feet to a point marked Y; THENCE, S 56 deg. W a distance of 60 feet to a point marked B; THENCE, along the rock retaining wall a distance of 54 feet to the POINT OF BEGINNING.

2. Marion Beach and wife, Rosemary S. Devereux Beach

UNIT A, BUILDING 1, THUNDERBIRD COVE HOMES (a condominium) according to Condominium Declaration and Plat thereof, recorded in Volume 1, Page 78, Condominium Records of Hood County, Texas. Said Condominium is located on the following described lot, tract, or parcel of land situated in Hood County, Texas, described as follows: REVISION ONE, Unit 24, DeCordova Bend Estates, a subdivision of Hood County, Texas as shown on a recorded plat thereof, as recorded in Volume 2, Page 5, Plat Records of Hood County, Texas.

3. Howard S. Scott and wife, Mary Evelyn Scott

The Surface Estates Only to Unit 2, Building A, THUNDERBIRD COVE, a condominium located on Unit XXIV, DeCordova Bend Estates, a subdivision of Hood County, Texas, according to the Revised plat of said condominium recorded in Slide A-213, of the Plat Records of Hood County, Texas.

4. Charles B. Buchanan and wife, Etta Jean Buchanan

Unit 3, Building A, THUNDERBIRD COVE of DE CORDOVA BEND ESTATES, UNIT XXIV, Hood County, Texas according to the plat recorded in Volume 3, Page 21 of the Plat Records of Hood County, Texas, and also shown in Slide A-213 of the Plat Records of Hood County, Texas.

5. Thomas N. Lawrence and Anita Lawrence

Unit 4 of BUILDING A, THUNDERBIRD COVE HOMES, as shown as Revised Plat recorded in Volume 2, Page 42, Plat Records, Hood County, Texas, (a Revision of Appendix "A" to Declaration recorded in Volume 1, Page 78, Condominium Records, Hood County, Texas, and shown of record in Volume 1, Page 122, Plat Records, Hood County, Texas) a Condominium Project situated on Revision One, DeCordova Bend Estates Unit XXIV, as recorded in Volume 2, Page 5, Plat Records, Hood County, Texas.

Unit XXIV  
Restrictions

COUNTY CLERK'S  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS ON A PORTION OF UNIT XXIV OF DE CORDOVA BEND ESTATES,  
AN ADDITION TO HOOD COUNTY, TEXAS

VOL 1208 PAGE 474

THE STATE OF TEXAS §  
COUNTY OF HOOD §

KNOW ALL MEN BY THESE PRESENTS:

01792

That , Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased (hereafter called the "Developer") being the owner and developer of that certain lot, tract or parcel of land lying and being situated in Hood County, Texas, and being a portion of Unit XXIV, DeCordova Bend Estates, a subdivision of Hood County, Texas, more fully described by metes and bounds in the attached Exhibit "A";

do hereby adopt the following Declaration of Covenants, Conditions and Restrictions and Developer does by these presents, hereby establish a general plan for the improvements and development of such real property and DOES HEREBY ESTABLISH the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots out of the above described real property shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and are for the benefit of each future owner of such land and shall inure to and pass with each and every parcel of such land and shall bind the respective heirs, assigns, and personal representatives or other successors in interest of the present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon the above described real estate, all of which are to be construed as respective covenants running with the land and with each and every parcel or future subdivision thereof.

1. Residential Use. The said real estate and any future tracts or lots within a Subdivision are to be used for residential purposes only. No building or structure intended for or adapted to business shall be erected, placed, permitted or maintained on such premises, or any part thereof. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession on the said real property or any portion thereof.

2. Appurtenant Structures. Any area within the above described portion of Unit XXIV including common areas or private property that is used for parking or storage of equipment, trailers, portable buildings, campers, recreational vehicles, and/or boats will be properly screened and enclosed so as to conceal them from the view from Thunderbird Cove Road and the roadway providing access to Thunderbird Cove Homes, a condominium regime and shall be screened and enclosed from the adjacent areas located within the Thunderbird Cove Homes Condominium Regime.

3. Nuisances. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

4. Signs. No sign of any character shall be displayed or placed upon any part of the property without the written permission of the DeCordova Bend Estates Owners Association having first been obtained.

5. Animals. No animals, bird, or fowl shall be kept or maintained on the above described Unit XXIV or part thereof, except dogs and cats, both a breed or breeds commonly recognized to be domesticated, and pet birds kept at all times in indoor cages, all of which may be kept in reasonable numbers as pets for the pleasure and use of the occupant but not for any commercial use or purpose. Nothing herein shall be construed as permitting the keeping of any animal, fish, or reptile, which, by its inherent nature or propensity, or which by its particular nature, is likely to be vicious, noxious, injurious or otherwise a nuisance.

6. Vegetation. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

1210/236

VOL 1210 PAGE 236

## ROADWAY AGREEMENT

STATE OF TEXAS

02420

COUNTY OF HOOD

COUNTY CLERK'S MEMO:  
 PORTIONS OF THIS  
 DOCUMENT NOT  
 REPRODUCIBLE  
 WHEN RECORDED

This agreement is made this the 13th day of February, 1988 between the following owners of units within Thunderbird Cove Homes, a Condominium Regime located in Unit 24, DeCordova Bend Estates, Hood County, Texas, as established by the Declaration of said regime recorded at Volume 339, Page 767, Deed Records of Hood County, Texas and the Amendment and Supplemental Declaration recorded in Volume 1208, Page 474, Real Records, Hood County, Texas. Said owners and the unit owned by them are set out as follows:

- |   |          |
|---|----------|
| 1. John Moore Nabers and wife,<br>Katherine P. Nabers   | Unit 1   |
| 2. Mason Beach and wife,<br>Rosemary S. Devereux Beach  | Unit 1-A |
| 3. Howard S. Scott and wife,<br>Mary Evelyn Scott   | Unit 1-B |
| 4. Charles B. Buchanan and wife,<br>Etta Jean Buchanan  | Unit 1-C |
| 5. Thomas N. Lawrence and<br>Anita Lawrence   | Unit 1-D |
| 6. Dr. Jim Nelson and wife,<br>Peggy Ezell Nelson   | Unit 2-A |
| 7. Warren A. Roberts and wife,<br>Margaret F. Roberts   | Unit 2-B |
| 8. R. D. Bickel and wife,<br>Louise Bickel  | Unit 2-C |
| 9. Kathryn J. Lane, Individually and<br>as Independent Executrix of the<br>Estate of Dan R. Lane, Deceased                                  | Unit 2-D |
| 10. Wallace R. Barker and wife,<br>Nell Barker  | Unit 3   |
| 11. James L. Johnson and<br>Marvin Gene Johnson   | Unit 5   |
| 12. Ronald D. Petersen and wife,<br>Aurora Petersen   | Unit 6-A |
| 13. Billy Brown Hoover and wife,<br>Ruth H. Hoover  | Unit 6-B |
| 14. Clarabel W. Gardner   | Unit 6-C |
| 15. C. V. Chenoweth, Individually and as<br>Executor and Trustee under the Last<br>Will and Testament of Barbara Ann<br>Chenoweth, deceased | Unit 6-D |
| 16. Frankie W. Pace   | Unit 8   |
| 17. Richard J. Lane, Executor of the<br>Estate of Clifford J. Lane, deceased  | Unit 10  |

and Rick Lane who is the owner of the property described as 2.8989 acres within Unit 24 of DeCordova Bend Estates, Hood County, Texas and more fully described in the attached Exhibit "A" which may in the future be developed into smaller tracts.

Each of the undersigned own an undivided 1/17th interest in and to the roadway tract.

This agreement is made for the purpose of allowing perpetual and unobstructed ingress and egress over and across the roadway tract described as a 20 foot strip of land located within Unit 24 of DeCordova Bend Estates, Hood County, Texas, more fully described in the attached Exhibit "B" which is incorporated herein by reference. This roadway shall be used and maintained in accordance with the following covenants, conditions and restrictions.

The parties hereto agree that the following covenants shall be binding upon each of the parties and shall attach to and run with the individual units or parcels which they own as set out above and shall be for the benefit of and shall be covenants and restrictions upon all future owners of said units and tracts, and that the roadway described in Exhibit "B" is an roadway appurtenant to each of the individual units and tracts described above.

NOW THEREFORE in consideration of the mutual benefits, promises, covenants, conditions, restrictions, easements and encumbrances contained herein, the undersigned owners hereby agree as follows:

The roadway area shall be used as a roadway, walkway and for ingress and egress for the convenience of the parties hereto and their invitees. No walls, fences, or barriers of any kind shall be constructed or maintained across the roadway area by any party hereto which shall prevent or impair the use or exercise of the roadway described herein or prevent the free access or movement, including without limitations, pedestrians or vehicular traffic over and across the roadway area.

There is currently maintained and shall be maintained in the future, utility easements, in place providing utilities, or other proper services necessary for the units described herein above located within Thunderbird Cove Homes. This roadway area may continue to be used for the placement of such utilities and other services as are necessary to maintain such services to the Thunderbird Cove Homes Condominium Project and to the area described in the attached Exhibit "B" as development in the future may occur.

The owner of the property, to be served or being served by any utility, will be responsible for the repair of Thunderbird Cove Road caused by the installation of or repair and maintenance of any utility including water, sewer, electricity, telephone, and television cable. The owner of property, to be served or being served by any contractor and/or supplier that damages Thunderbird Cove Road, will be responsible for the repair of Thunderbird Cove Road.

The parties hereto shall maintain the roadway in good condition and repair. The maintenance is to include the following:

(a) the parties shall maintain the surface of the roadway in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall be equal in quality, use and durability.

(b) the roadway area shall be maintained by removing paper, debris or other trash items and kept in a clean and orderly condition.

(c) the keeping in repair and replacing any necessary markings or signs along the roadway.

The expenses of such maintenance shall be borne prorata by the number of individual parcels or units which are served directly from said roadway area. Assessments for the expense and maintenance of maintaining the roadway area shall be charged on an equal prorata share basis as required. Each of the Unit owners within Thunderbird Cove Homes will count as one owner per unit for the purpose of assessing responsibility for expenses. Even if one unit is owned by multiple parties, that unit shall have only one vote for that particular unit or lot. The property described in Exhibit "A" will be considered as a minimum of five (5) property owners until such time as the property described in Exhibit "A" is subdivided or at such time that construction starts on the first residential unit located within the property described in Exhibit "A", at which time, whichever occurs sooner, the minimum number of five (5) shall be increased to ten (10) property owners for the purpose of assessing maintenance and repair expenses for the roadway area. In the event that later by deed restrictions, the total number of units permitted on the property area described in Exhibit "A" to be less than ten (10), the total number will be reduced to equal such total number permitted by said restrictions, however, even if by deed restrictions the total number of units are reduced to less than five (5), the total number for the purpose of assessing maintenance and repair expenses shall never be less than five (5).

Any decisions with regard to maintenance and repairs including the assessment for expenses shall be governed by a majority of the owners (unit owners within Thunderbird Cove Homes and property owners within the property described in Exhibit A with voting rights based on the total number required to pay assessments as stipulated in the above paragraph.)

Parking of vehicles along the roadway area is prohibited.

If the owner of any unit or parcel or lot during the term of this agreement shall be in default of the full, faithful and punctual performance of any obligation required of them hereunder, and if at the end of thirty (30) days after written notice from any nondefaulting owner stating with particularity the nature and extent of such default, then such defaulting owner in addition to all of the remedies it may have in law or in equity, may have the right to (1) perform such obligation of this agreement on behalf of such defaulting owner and (2) be reimbursed by such defaulting owner of the cost thereof with interest at the maximum rate allowed by law. Any such claim for reimbursement together with interest as aforesaid shall be a secured right and a lien shall attach and take effect upon recordation of a proper claim of lien by the claimant in the office of the County Clerk in Hood County, Texas. The claim of lien shall include (1) the name of the claimant, (2) a statement concerning the basis of the claim of the lien, the last known name and address of the owner of the unit or parcel or tract against which the lien is claimed, (4) a description of the property against which the lien is claimed which shall and may include not only the undivided interest owner of the defaulting party in the roadway but also the unit or parcel or tract of land owned by the defaulting parties which the roadway area is appurtenant to, (5) a description of the work performed or payment made which has given rise to the claim of lien hereunder, (6) a statement itemizing the amount thereof, and (7) a statement that the lien is claim pursuant to the provisions of this agreement reciting the date and the Volume and Page of the recordation hereof. The lien so claimed shall attach from the

date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, this lien shall be subordinate to any mortgage or deed of trust given in good faith and for value, now or hereafter, encumbering the property subjected to the lien and any purchaser at any foreclosure or trustees sale under any first mortgage or deed of trust shall take free and clear of any such then existing lien.

Nothing herein contained shall be deemed to be a dedication of any portion of the roadway area to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this agreement shall be strictly limited for the purposes herein expressed, the right of the public or any person to make any use of the roadway area or any portion thereof is by permission and subject to the control of the parties to this agreement.

This document may be signed in multiple counterparts each of which shall constitute an original.

Executed this the 13th day of this day, February, 1988.

John Moore Nabers

*Mason N. Beach*  
Mason Beach

*Howard S. Scott*  
Howard S. Scott

*Charles B. Buchanan*  
Charles B. Buchanan

*Thomas N. Lawrence*  
Thomas N. Lawrence

*James R. Nelson*  
Dr. Jim Nelson

*Warren A. Roberts*  
Warren A. Roberts

*R. D. Bickel*  
R. D. Bickel

*Wallace R. Barker*  
Wallace R. Barker

Katherine P. Nabers

*Rosemary S. Devereux Beach*  
Rosemary S. Devereux Beach

*Mary Evelyn Scott*  
Mary Evelyn Scott

*Etta Jean Buchanan*  
Etta Jean Buchanan

*Anita Lawrence*  
Anita Lawrence

*Peggy Ezell Nelson*  
Peggy Ezell Nelson

Margaret F. Roberts

*Louise Bickel*  
Louise Bickel

*Nell Barker*  
Nell Barker

James L. Johnson

*Ronald D. Petersen*  
Ronald D. Petersen

*Billy Brown Hoover*  
Billy Brown Hoover

*Clarabel W. Gardner*  
Clarabel W. Gardner

*Kathryn J. Lane*  
Kathryn J. Lane, Individually and as Independent Executrix of Estate of Dan R. Lane, deceased

Marvin Gene Johnson

*Aurora Petersen*  
Aurora Petersen

*Ruth H. Hoover*  
Ruth H. Hoover

*Frankie V. Pace*  
Frankie V. Pace

*Richard J. Lane*  
Richard J. Lane, Executor of the Estate of Clifford the J. Lane, deceased

C. V. Chenoweth, Individually  
and as Executor and Trustee  
under the Last Will and Testament  
of Barbara Ann Chenoweth, deceased

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 198\_\_\_\_, by John Moore Nabers and  
Katherine P. Nabers.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

STATE OF TEXAS  
COUNTY OF Alford

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Mason Beach and  
Rosemary S. Devereux Beach.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

STATE OF TEXAS  
COUNTY OF Alford

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Howard S. Scott and  
Mary Evelyn Scott.

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

STATE OF TEXAS  
COUNTY OF Alford

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Charles B. Buchanan  
and Etta Jean Buchanan.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

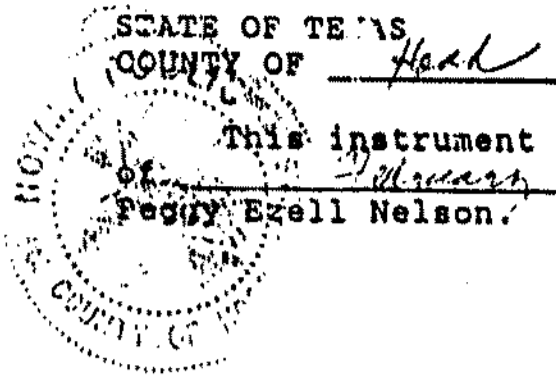
Notary's commission expires: 9-24-89

STATE OF TEXAS  
COUNTY OF Alford

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Thomas H. Lawrence and  
Anita Lawrence.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89



STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13<sup>th</sup> day  
of February, 1988, by Dr. Jim Nelson and  
Peggy Ezell Nelson.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-87

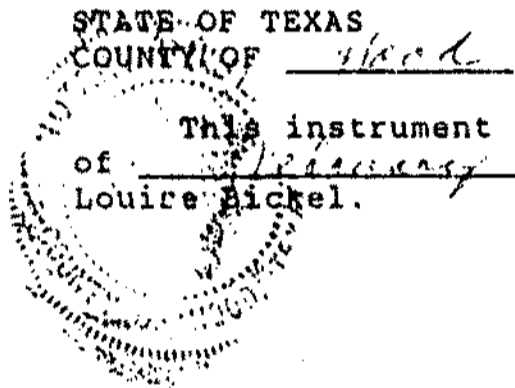
STATE OF TEXAS  
COUNTY OF Hood

IDA MADSEN  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 8-2-88

This instrument was acknowledged before me on the \_\_\_\_ day  
of \_\_\_\_\_, 198\_\_\_\_, by Warren A. Roberts and  
Margaret F. Roberts.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:



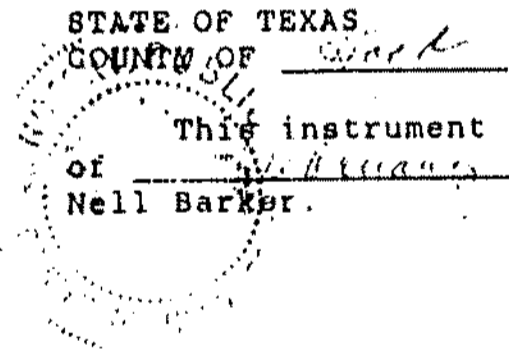
STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13<sup>th</sup> day  
of February, 1988, by R. D. Bickel and  
Louise Bickel.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-88

IDA MADSEN  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 8-2-88



STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 14<sup>th</sup> day  
of February, 1988, by Wallace R. Barker and  
Nell Barker.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 7-24-88

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day  
of \_\_\_\_\_, 198\_\_\_\_, by James L. Johnson and  
Harvin Gene Johnson.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1989, by Ronald D. Petersen and  
Aurora Petersen.



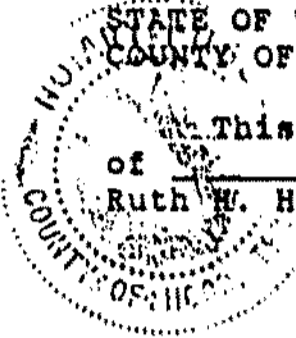
*Ida Martin*

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1989, by Billy Brown Hoover and  
Ruth W. Hoover.



*Ida Martin*

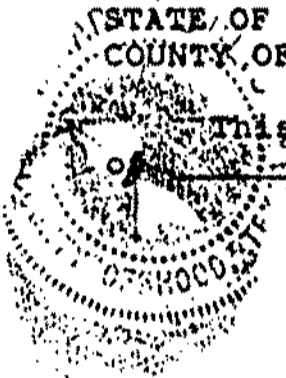
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1989, by Clarabel W. Gardner.



*Ida Martin*

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 198\_\_\_\_, by C. V. Chenoweth,  
Individually and as Executor and Trustee under the Last Will and  
Testament of Barbara Ann Chenoweth, deceased.

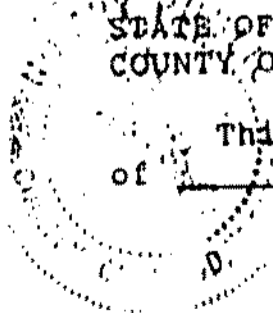
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1989, by Frankie W. Pace.



*Ida Martin*

Notary Public, State of Texas  
Notary's name (printed):

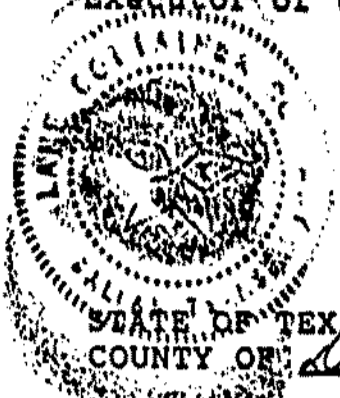
Notary's commission expires: 9-24-89

STATE OF TEXAS  
COUNTY OF Dallas



This instrument was acknowledged before me on the 8<sup>th</sup> day  
of February, 1988 by Richard J. Lane,  
Executor of the Estate of Clifford J. Lane, deceased.

Patsy L. Skelton  
Notary Public, State of Texas  
Notary's name (printed):  
Patsy L. Skelton  
Notary's commission expires: 8-8-88



STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 8<sup>th</sup> day  
of February, 1988 by Kathryn J. Lane,  
Individually and as Independent Executrix of the Estate of Dan R.  
Lane, deceased.

Patsy L. Skelton  
Notary Public, State of Texas  
Notary's name (printed):  
PATSY L. SKELTON  
Notary's commission expires: 8-8-88

EXHIBIT "A"  
ROADWAY AGREEMENT

BEING a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. LANG SURVEY, Abstract No. 328, in Hood County, Texas, according to plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a fence, being the most Southerly corner of Lot 1, Block 5, DeCordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE South 60 degrees 15 minutes 00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV, and the POINT OF BEGINNING of this tract herein described;

THENCE South 59 degrees 44 minutes 00 seconds West, 333.15 feet to an iron pin for corner;

THENCE North 30 degrees 16 minutes 00 seconds West, 70.0 feet to an iron pin for corner;

THENCE South 59 degrees 44 minutes 00 seconds West, 95.0 feet to an iron pin for corner;

THENCE North 30 degrees 16 minutes 00 seconds West, 57.77 feet to an iron pin for corner;

THENCE South 62 degrees 56 minutes 22 seconds West, 43.25 feet to an iron pin for corner;

THENCE North 13 degrees 45 minutes 33 seconds West, 57.66 feet to an iron pin for corner;

THENCE North 32 degrees 06 minutes 33 seconds West, 64.39 feet to an iron pin for corner at elevation contour line 693 feet, Granbury Lake;

THENCE along elevation contour line 693 the following courses and distances:

North 69 degrees 52 minutes 06 seconds East, 14.79 feet;

North 53 degrees 30 minutes 59 seconds East, 68.64 feet;

North 20 degrees 44 minutes 53 seconds East, 94.27 feet;

North 40 degrees 52 minutes 30 seconds East, 37.73 feet;

North 81 degrees 04 minutes 21 seconds East, 52.81 feet;

South 30 degrees 54 minutes 40 seconds East, 120.64 feet;

North 57 degrees 54 minutes 39 seconds East, 1.50 feet;

North 20 degrees 01 minutes 07 seconds West, 98.54 feet;

North 11 degrees 09 minutes 34 seconds West, 24.16 feet;

North 72 degrees 54 minutes 00 seconds West, 29.10 feet;

North 50 degrees 55 minutes 00 seconds East, 162.90 feet to

an iron pin for corner, said point being the Northerly Northwest corner of Lot 1, Block 1, DeCordova Bend Estates, according to plat recorded in Volume 1, Page 9, Plat Records, Hood County, Texas;

THENCE along the West line of said Lot 1, South 25 degrees 02 minutes 00 seconds East, 73.70 feet and South 69 degrees 40 minutes 00 seconds East, 108.80 feet to an iron pin for the Southwest corner of Lot 1;

THENCE South 39 degrees 14 minutes 00 seconds East, 55.0 feet to an iron pin for corner, said point being the beginning of a curve to the left whose radius is 184.53 feet and whose bearing is South 53 degrees 38 minutes 06 seconds East;

THENCE Southwestly along said curve, 38.20 feet to an iron pin for corner and end of said curve;

THENCE South 33 degrees 26 minutes 00 seconds East, 122.30 feet to the POINT OF BEGINNING and containing 2.8989 acres of land.

EXHIBIT "B"  
ROADWAY AGREEMENT

BEING a 20.0 foot strip of land and being a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. Lang Survey, Abstract No. 320, in Hood County, Texas, according to the plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, the centerline of said strip described by metes and bounds as follows:

COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, DE CORDOVA BEND ESTATES, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV;

THENCE with the common boundary line of said Storage Area and said Unit XXIV, North 33 degrees-26 minutes-00 seconds West, 122.30 feet to an iron pin in a curve to the right whose radius is 184.53 feet and whose center bears South 65 degrees-29 minutes-42 seconds East;

THENCE in a Northeasterly direction with said curve, through a delta of 11 degrees-51 minutes-37 seconds a distance of 38.20 feet to an iron pin;

THENCE North 39 degrees-14 minutes-00 seconds West, 25.0 feet to a point at the centerline of Thunderbird Trail (a 60.0 foot public right-of-way), from which an iron pin for the most Southerly corner of Lot 1, Block 1, DeCordova Bend Estates, according to plat recorded in Volume 1, Page 9, Plat Records, Hood County, Texas, bears North 39 degrees-14 minutes-00 seconds West 30.0 feet, said point being the POINT OF BEGINNING of this tract herein described, and also the beginning of a curve to the right whose radius is 43.91 feet and whose center bears North 39 degrees-14 minutes-00 seconds West;

THENCE in a Westerly direction with said curve, through a delta of 41 degrees-25 minutes-52 seconds a distance of 31.75 feet;

THENCE North 87 degrees-48 minutes-08 seconds West, 37.20 feet to the beginning of a curve to the left whose radius is 85.54 feet;

THENCE in a Southwesterly direction with said curve, through a delta of 60 degrees-36 minutes-54 seconds, a distance of 90.49 feet;

THENCE South 31 degrees-34 minutes-58 seconds West, 42.81 feet to the beginning of a curve to the right whose radius is 385.18 feet;

THENCE in a Southwesterly direction with said curve, through a delta of 14 degrees-47 minutes-33 seconds a distance of 99.44 feet;

THENCE South 46 degrees-22 minutes-31 seconds West, 70.54 feet to the beginning of a curve to the right whose radius is 274.79 feet;

THENCE in a Southwesterly direction with said curve, through a delta of 16 degrees-33 minutes-51 seconds a distance of 79.44 feet;

THENCE South 62 degrees-56 minutes-22 seconds West, 24.75 feet to the end of said centerline from which an iron pin bears North 30 degrees-16 minutes-00 seconds West, 10.02 feet.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE FOREGOING REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS  
COUNTY OF HOOD  
I, County Clerk of the County of Hood, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Hood County, Texas, and as shown on Page 213.



Anjanette Ables  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 9:20 A.M.

MAR 15 1988

Law Offices of  
BROWN & WALTON, P.C.  
108 East Pearl  
Grandbury, Texas 76048

Law Offices of  
BROWN & WALTON, P.C.  
108 East Pearl  
Grandbury, Texas 76048

Anjanette Ables  
Clerk County Court, Hood County

7. Construction.

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(a) Single family residences and multi-family residences are permitted to be on the said property up to a maximum of ten units or dwellings with only one family residing in each unit or dwelling.

(b) For each unit or dwelling, off-street parking must be provided for a minimum of three automobiles. No structure built within this portion of Unit XXIV shall exceed two stories in height.

(c) There shall not be erected or permitted to remain on any tract a residential unit or dwelling having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than twelve hundred (1200) square feet.

(d) The plat attached as Exhibit "B" sets forth an 8 foot building line, a 12 foot building line and an 8 foot beautification set back line along the access roadway described in Paragraph 9 below. No portion of any residence shall be closer to the access roadway than as shown by such plat, and no portion of such residence shall be located within such building line area between the building line and the roadway. Additionally, no door or doorway entering into any residence may be located closer than 12 feet to such roadway and no door or doorway entering into a garage or carport shall be closer than eight feet to such roadway.

(e) All improvements on the hereinabove described real property are required to be site built, and no structure of a temporary character, trailer, mobile, modular, double-wide or movable home, basement, tent, shack, garage or other outbuildings shall be used on any tract at any time as a residence, either temporarily or permanently.

(f) No building, fence or structure of any kind shall be erected or altered on any lot until the plans therefor, including suitability or materials and design, specifications, plot-plan and compatibility with surrounding units in Thunderbird Cove Homes, a condominium regime, have been approved in writing by the De Cordova Bend Estates Owners Association which right of approval may be transferred to an architectural committee of the Association. Said approval will be subject to the specific covenants and restrictions on this property. In the event of disapproval of any plans, specifications, materials, designs and/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 must set forth the elements disapproved and the reasons therefor but need not contain suggestions as to the method to cure any matters or things disapproved. The judgment of DeCordova Bend Estates Owners Association and/or its successors and assigns in this respect and the exercise of its discretion shall be final and conclusive. If notice of the disapproval of said plans, specifications, materials and/or plot-plans is not mailed within thirty (30) days after the same have been submitted, it will be presumed that the same have been approved.

8. Party Walls. In the event multi-family units are constructed with party walls, the following covenants shall apply:

(a) General Rules of Law to Apply. Each wall is built as a part of the original construction and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and or liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, and Owner who has used the wall may restore it, or if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under the rules of law regarding liability for negligence of willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Townhome Owner's successors in title.

9. Access. Access to this property is over and across a private roadway for ingress and egress and is subject to a roadway agreement recorded at Volume \_\_\_\_\_, Page \_\_\_\_\_, Real Records, Hood County, Texas. All owners within the above described portion of Unit XXIV shall hold title to their individual tract or parcel of land subject to and together with the privileges, restrictions, conditions and covenants contained in the said roadway agreement.

10. Enforcement. Each and every one of the covenants, conditions, reservations and restrictions contained or referred to herein shall be considered to be an independent and separate covenant and agreement.

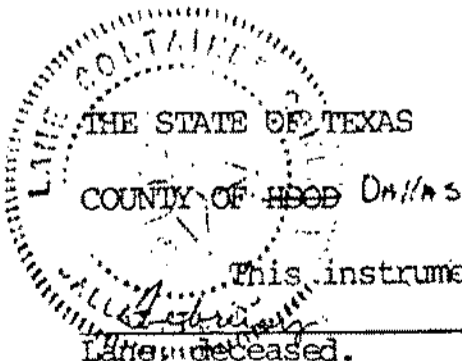
The Developer, or any owner of any tract out of the above described portion of Unit XXIV, upon any breach or other appropriate remedy in law or in equity. No delay or omission on the part of the Developer or owner in exercising any right, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained or referred to shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable.

11. Validity. In the event that any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared, for any reason, by a Court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect. Provided further, that in the event the provisions hereunder are declared void by Court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effected, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

12. Covenants, Conditions, Reservations, and Restrictions to Run With the Land. All of the covenants, conditions, reservations, and restrictions contained or referred to herein shall run with the land, and the grantee by accepting a deed to any portion of the property described above accepts the same subject to such covenants, conditions, reservations, and restrictions, and agrees for himself, his heirs, assigns, and personal representatives to be bound by each of such covenants, conditions, reservations, and restrictions, jointly, separately and severally.

EXECUTED at Granbury, Texas, this 8<sup>th</sup> day of February, 1988.

Richard J. Lane  
Richard J. Lane, Executor of  
the Estate of Clifford J. Lane,  
deceased



This instrument was acknowledged before me on the 8<sup>th</sup> day of February, 1988, by Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased.

My commission expires:  
8-8-88

Darius L. Skilton  
Notary Public, State of Texas  
Notary's printed name:

## EXHIBIT "A"

BEING a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. LANG SURVEY, Abstract No. 328, in Hood County, Texas, according to plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a fence, being the most Southerly corner of Lot 1, Block 5, DeCordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE South 60 degrees 15 minutes 00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV, and the POINT OF BEGINNING of this tract herein described;

THENCE South 59 degrees 44 minutes 00 seconds West, 333.15 feet to an iron pin for corner;

THENCE North 30 degrees 16 minutes 00 seconds West, 70.0 feet to an iron pin for corner;

THENCE South 59 degrees 44 minutes 00 seconds West, 95.0 feet to an iron pin for corner;

THENCE North 30 degrees 16 minutes 00 seconds West, 57.77 feet to an iron pin for corner;

THENCE South 62 degrees 56 minutes 22 seconds West, 43.25 feet to an iron pin for corner;

THENCE North 13 degrees 46 minutes 33 seconds West, 57.66 feet to an iron pin for corner;

THENCE North 32 degrees 06 minutes 33 seconds West, 64.39 feet to an iron pin for corner at elevation contour line 693 feet, Granbury Lake;

THENCE along elevation contour line 693 the following courses and distances:

North 69 degrees 52 minutes 06 seconds East, 14.79 feet;

North 53 degrees 30 minutes 59 seconds East, 68.64 feet;

North 20 degrees 44 minutes 53 seconds East, 94.27 feet;

North 40 degrees 52 minutes 30 seconds East, 37.73 feet;

North 81 degrees 04 minutes 21 seconds East, 52.81 feet;

South 30 degrees 54 minutes 40 seconds East, 120.64 feet;

North 57 degrees 54 minutes 39 seconds East, 1.50 feet;

North 20 degrees 01 minutes 07 seconds West, 98.54 feet;

North 11 degrees 09 minutes 34 seconds West, 24.16 feet;

North 72 degrees 54 minutes 00 seconds West, 29.10 feet;

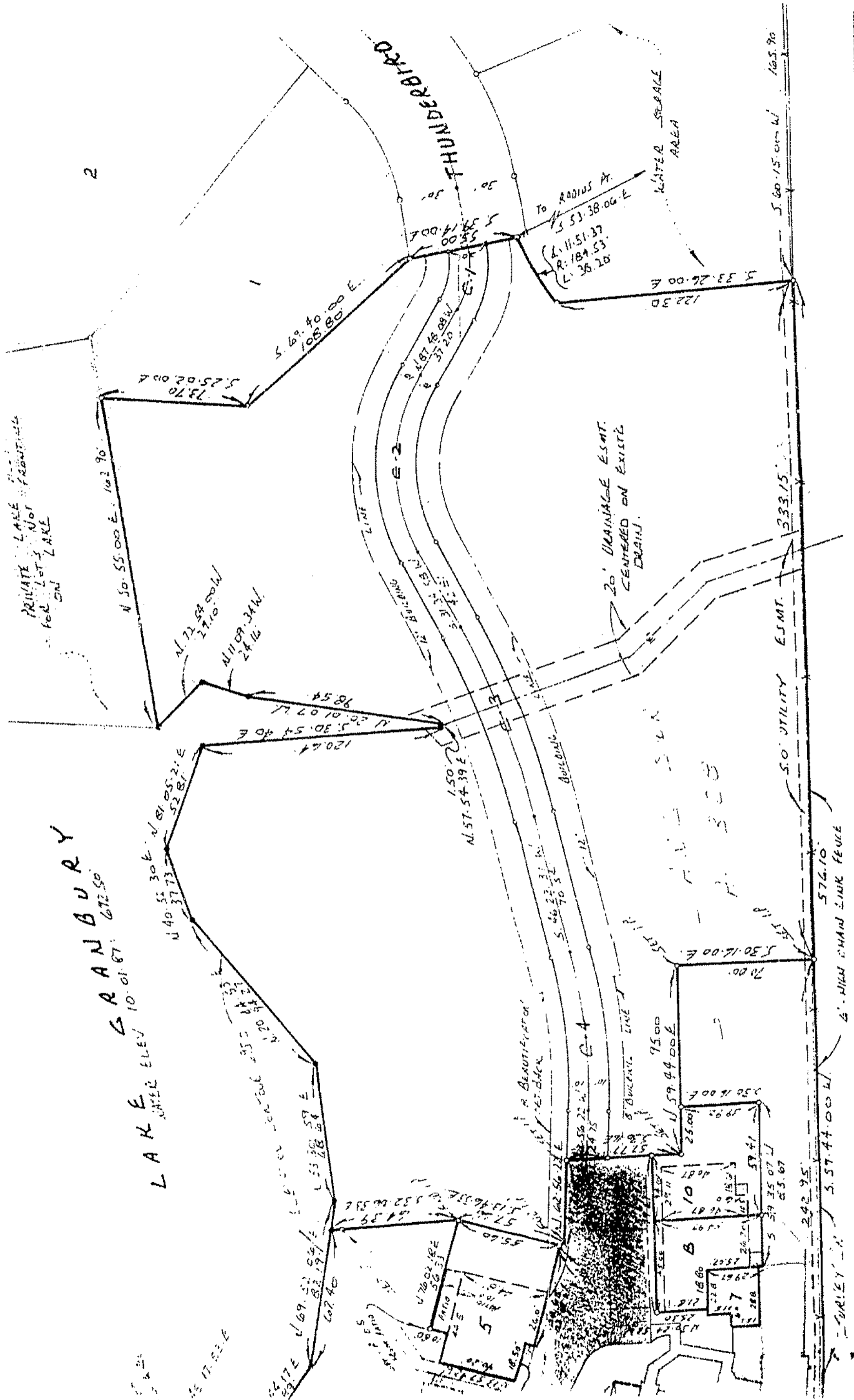
North 50 degrees 55 minutes 00 seconds East, 162.90 feet to an iron pin for corner, said point being the Northerly Northwest corner of Lot 1, Block 1, DeCordova Bend Estates, according to plat recorded in Volume 1, Page 9, Plat Records, Hood County, Texas;

THENCE along the West line of said Lot 1, South 25 degrees 02 minutes 00 seconds East, 73.70 feet and South 69 degrees 40 minutes 00 seconds East, 108.80 feet to an iron pin for the Southwest corner of Lot 1;

THENCE South 39 degrees 14 minutes 00 seconds East, 55.0 feet to an iron pin for corner, said point being the beginning of a curve to the left whose radius is 184.53 feet and whose bearing is South 53 degrees 38 minutes 06 seconds East;

THENCE Southwestly along said curve, 38.20 feet to an iron pin for corner and end of said curve;

THENCE South 33 degrees 26 minutes 00 seconds East, 122.30 feet to the POINT OF BEGINNING and containing 2.8989 acres of land.



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

ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL, OR USE OF THE DE-  
SCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD  
AT 9:45 P. M.

FEB 29 1988

*Anjanette Ables*  
Clerk County Court, Hood County, TX.

## 6. Dr. Jim Nelson and wife, Peggy Ezell Nelson

Unit 1, Building B, THUNDERBIRD COVE, in DeCordova Bend Estates, Unit 24, situated in Hood County, Texas, as shown by the plat thereof recorded in Volume 3, Page 21, Plat Records, Hood County, Texas.

## 7. Warren A. Roberts and wife, Margaret F. Roberts

Unit 2 of Building B, Thunderbird Cove Homes, a condominium in DeCordova Bend Estates, a subdivision of Hood County, Texas, according to plats recorded in Volume 2, Page 52, Volume 1, Page 122, Volume 1, Page 158 and in Volume 3, Page 21, Plat Records of Hood County, Texas, as shown in Volume 1, Page 78, Condominium Records, Hood County, Texas.

## 8. R. D. Bickel and wife, Louise Bickel

Unit 3 of Building B, Thunderbird Cove Homes, as shown on a revised Plat recorded in Volume 2, Page 42, Plat Records, Hood County, Texas, a Revision of Appendix "A" to Declaration recorded in Volume 1, Page 78, Condominium Records, Hood County, Texas as shown of record in Volume 1, Page 5, Plat Records, Hood County, Texas.

## 9. Kathryn J. Lane, Individually and as Independent Executrix of the Estate of Dan R. Lane, deceased

Unit 4, of Building B, Thunderbird Cove Homes, as shown on a Revised Plat recorded in Volume 2, Page 42, Plat Records, Hood County, Texas (a Revision of Appendix "A" to Declaration recorded in Volume 1, Page 78, Condominium Records Hood County, Texas as shown of records in Volume 1, Page 122, Plat Records of Hood County, Texas), a Condominium Project situated on Revision One, DeCordova Bend Estates Unit XXIV, as recorded in Volume 2, Page 5, Plat Records, Hood County, Texas.

## 10. Wallace R. Barker and wife, Nell Barker

Tract of land out of the G. W. Lang Survey, Abstract No. 322, known as Building C of THUNDERBIRD COVE DEVELOPMENT, DE CORDOVA BEND ESTATES, a subdivision of Hood County, Texas, the plat thereof being recorded on Slide A-213 of the Plat Records of Hood County, Texas; and being described by metes and bounds as follows:

BEGINNING at an iron rod for the southeast corner of this tract, said iron rod being N 61 deg. 15' E 165.6 feet and N 28 deg. 45' W 207.5 feet from the southwest corner of said subdivision, said southwest corner being on the shoreline of Lake Granbury; Thence, passing along the south edge of a rock and frame building, S 68 deg. 11' W a distance of 60.5 feet to an iron rod for corner; THENCE, passing along the west edge of a wood deck, N 21 deg. 49' W a distance of 52.9 feet to an iron rod for corner at the northwest corner of said wood deck; THENCE N 40 deg. 12' 10" W a distance of 15.5 feet to an iron rod for corner at the base of a rock retaining wall; THENCE, along the base of said rock retaining wall, the following courses:

N 13 deg. 22' 10" W a distance of 4.6 feet;  
 N 13 deg. 39' E a distance of 8.0 feet;  
 N 45 deg. 05' 20" E a distance of 16.0 feet;  
 N 65 deg. 10' E a distance of 18.0 feet;  
 N 84 deg. 11' 40" E a distance of 12.0 feet;  
 S 80 deg. 10' 40" E a distance of 10.0 feet;  
 S 61 deg. 45' 30" E a distance of 16.0 feet;  
 S 45 deg. 20' 20" E a distance of 13.0 feet;  
 S 39 deg. 22' E a distance of 12.0 feet;  
 S 38 deg. 25' 30" E a distance of 10.0 feet;  
 S 08 deg. 54' 10" E a distance of 6.7 feet;

S 05 deg. 58' 20" W a distance of 4.2 feet;

S 55 deg. 19' 30" W a distance of 2.0 feet to an iron rod for corner;

THENCE, along the east edge of a concrete drive apron, S 21 deg. 49' E a distance of 17.5 feet to the POINT OF BEGINNING and containing 4,700 square feet or 0.108 acre of land.

11. James L. Johnson and wife, Marvin Gene Johnson

BUILDING "E" THUNDERBIRD COVE DEVELOPMENT, revision two in Unit 24, De Cordova Bend Estates, a subdivision of Hood County, Texas, according to the revised plat of said addition as recorded in Volume 1, Page 158, Plat Records, Hood County, Texas. Being a revised plat filed in Hood County, Texas under Clerk's File No. 6702, November, 1979.

12. Ronald D. Petersen and wife, Aurora Petersen

Unit 1, Building F THUNDERBIRD COVE HOMES, a CONDOMINIUM in DeCordova Bend Estates, a subdivision in Hood County, Texas according to the plat thereof as recorded in Volume 3, Page 21 and in Volume 1, Page 207 of the Condominium Records of Hood County, Texas.

13. Billy Brown Hoover and wife, Ruth H. Hoover

Unit 2, Building F, Thunderbird Cove Homes, a Condominium in DeCordova Bend Estates, a subdivision of Hood County, Texas, according to the plat recorded in Volume 3, Page 21, and in Volume 1, Page 207, Plat Records, Hood County, Texas.

14. Clarabel W. Gardner

Unit 3, Building F, THUNDERBIRD COVE HOMES, part of Unit 24, DeCordova Bend Estates, Hood County, Texas, according to the plat recorded in Volume 3, Page 21 (Slide A163) of the Plat Records of Hood County, Texas, a Condominium Project situated on Revision One, DeCordova Bend Estates, Unit XXIV, as recorded in Volume 2, Page 5, Plat Records of Hood County, Texas.

15. C. V. Chenoweth, Individually and as Executor and Trustee under the Last Will and Testament of Barbara Ann Chenoweth, deceased

Building F, Unit 4, THUNDERBIRD COVE HOMES, as shown on a Revised Plat recorded in Slide A213, Plat Records of Hood County, Texas, a Condominium Project situated on Revision One, DeCordova Bend Estates, Unit XXIV, as recorded in Volume 2, Page 5, Plat Records of Hood County, Texas.

16. Frankie W. Pace

A portion of Tract 4, Thunderbird Cove, a Condominium Project, in DeCordova Bend Estates, Unit XXIV a subdivision of Hood County, Texas, according to the revised plat recorded in Slide A-213, Plat Records, Hood County, Texas, and being more fully described by metes and bounds as follows: Being a portion of Tract 4, THUNDERBIRD COVE, a Condominium Project situated in DeCordova Bend Estates, Unit XXIV, according to revised plat recorded in Slide A, Page 213, Plat Records of Hood County, Texas, and described by metes and bounds as follows: Beginning at an iron pin in the Southerly line of said Area 4, 453.80 feet South 59 degrees-44 minutes West from its Easterly Southeast corner, said point also being 619.70 feet South 59 degrees-44 minutes West from the Southerly Southwest corner of Lot 1, Block 5, DeCordova Bend Estates, Phase One, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas; THENCE South 59 degrees-44 minutes West, with the

South line of Area 4, 28.0 feet to an iron pin for corner; THENCE North 28 degree-34 minutes-27 seconds West, at 35.6 feet the Westerly line of a brick townhouse and the Easterly line of an adjoining garage, continuing on with the common line of said buildings, in all 60.67 feet to a point for corner; THENCE South 61 degrees-25 minutes-33 seconds West, with the common line between said buildings 18.80 feet to a point for corner; THENCE North 30 degrees-16 minutes West, with the Westerly line of said townhouse, 23.0 feet to an iron pin for corner; THENCE North 59 degrees-44 minutes East, 45.0 feet to a iron pin for corner; THENCE South 30 degrees-16 minutes East, at 3.50 feet passing through said Brick Townhouse, continuing with the centerline of a common party wall, at 45.20 feet, leaving said townhouse, continuing on in all 84.20 feet to the point of beginning.

17. Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased

BEING a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. LANG SURVEY, Abstract No. 328, in Hood County, Texas according to plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, De Cordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas; THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV; THENCE South 59 degrees-44 minutes-00 seconds West, with the Southerly line of Unit XXIV, 333.15 feet to an iron pin; THENCE North 30 degrees-16 minutes-00 seconds West, 70.0 feet to an iron pin for corner; THENCE South 59 degrees-44 minutes-00 seconds West, 70.0 feet to an iron pin for the beginning of tract being described; THENCE South 30 degrees-16 minutes-00 seconds East, 39.92 feet to an iron pin for corner; THENCE South 59 degrees-35 minutes-07 seconds West, 59.47 feet to an iron pin for corner; THENCE North 30 degrees-24 minutes-53 seconds West, 54.97 feet to an iron pin for corner; THENCE North 59 degrees-35 minutes-07 seconds East, 34.61 feet to an iron pin for corner; THENCE South 30 degrees-16 minutes-00 seconds East, 15.05 feet to an iron pin for corner; THENCE North 59 degrees-44 minutes-00 seconds East, 25.00 feet to the POINT OF BEGINNING

The above constitutes all of the ownership of Thunderbird Cove Homes including all units, buildings and common and limited elements. The undersigned intend to adopt and ratify the existing Condominium Declaration, dated February 14, 1981, recorded at Volume 339, Page 767, Deed Records, Hood County, Texas, and to ratify and adopt the following amendments and supplemental declarations to said original declaration and master deed. It is understood that the adoption of these amendments shall change the legal designation of the undersigned's unit designation which shall hereafter be as follows:

- |    |   |          |
|----|---|----------|
| 1. | John Moore Nabers and wife,<br>Katherine P. Nabers  | Unit 1   |
| 2. | Mason Beach and wife,<br>Rosemary S. Devereux Beach | Unit 1-A |
| 3. | Howard S. Scott and wife,<br>Mary Evelyn Scott      | Unit 1-B |
| 4. | Charles B. Buchanan and wife,<br>Etta Jean Buchanan | Unit 1-C |

5. Thomas N. Lawrence and Anita Lawrence Unit 1-D
6. Dr. Jim Nelson and wife, Peggy Ezell Nelson Unit 2-A
7. Warren A. Roberts and wife, Margaret F. Roberts Unit 2-B
8. R. D. Bickel and wife, Louise Bickel Unit 2-C
9. Kathryn J. Lane, Individually and as Independent Executrix of the Estate of Dan R. Lane, deceased Unit 2-D
10. Wallace R. Barker and wife, Nell Barker Unit 3
11. James L. Johnson and Marvin Gene Johnson Unit 5
12. Ronald D. Petersen and wife, Aurora Petersen Unit 6-A
13. Billy Brown Hoover and wife, Ruth H. Hoover Unit 6-B
14. Clarabel W. Gardner Unit 6-C
15. C. V. Chenoweth, Individually and as Executor and Trustee under the Last Will and Testament of Barbara Ann Chenoweth, deceased Unit 6-D
16. Frankie W. Pace Unit 8
17. Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased Unit 10

In order to correct any errors or inaccuracy in the prior addendum to the said Condominium Declaration dated February 14, 1981 the undersigned are executing warranty deeds to each of the undersigned to correctly designate the undersigned's respective unit ownership and percentage of common element which are established by this Amendment and Supplementary Declaration.

NOW THEREFORE, the undersigned, do hereby adopt, ratify and declare the following:

The undersigned adopt and ratify the Declaration dated February 14, 1981 by the then owners of units located in Thunderbird Cove establishing the condominium project known and designated as Thunderbird Cove Homes recorded in Volume 339, Page 767, Deed Records, Hood County, Texas; such adoption and ratification is subject to the following amendments and supplementary declarations:

(1) The tract of land and plat described in the appendix A attached to said original declaration recorded at Volume 339, Page 767, Deed Records, Hood County, Texas is deleted in its entirety, and there is hereby adopted and substituted in lieu thereof the description of the perimeter of the property to be known as Thunderbird Cove Homes that certain 2.4182 acre tract out of a portion of DeCordova Bend Estates, Unit XXIV, Hood County, Texas, more fully described in the attached Exhibit "A" Page 1 and 2. Appendix A to the said original declaration is deleted in its entirety and Exhibit "A" Page 1 and 2 are substituted in lieu thereof.

(2) To heading No. 7 "OWNERSHIP OF THE COMMON ELEMENTS", the following sentence "Each unit owner shall be entitled to 7.1428% of ownership in the common elements located to the respective unit owned by him" is hereby deleted in its entirety, and the following is substituted in lieu thereof: "Each unit owner shall be entitled to a 1/17th undivided interest ownership in the common elements allocated to the respective unit owned by him."

(3) To heading No. 4 "The Buildings" add the following at the end of the last paragraph under heading No. 4: "Notwithstanding any definition of unit or building in this declaration,

Unit One of the attached Exhibit "A" is described by metes and bounds as follows: BEING a portion of the GEORGE W. LANG SURVEY, Abstract No. 328, in Hood County, Texas, and being described as area 1, THUNDERBIRD COVE, A Condominium Project situated in De Cordova Bend Estates, Unit XXIV, according to revised plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: BEGINNING at an iron pin in the bank of Lake Granbury, elevation contour line 693.0, at the West edge of a retaining wall, said point being the Westerly Southwest corner of Area 1; THENCE with the bank of Lake Granbury, elevation contour line 693.0 and the exterior edge of a retaining wall, the following courses and distances;

North 09 degrees-31 minutes-38 seconds East, 50.54 feet;  
 North 22 degrees-05 minutes-55 seconds East, 47.06 feet;  
 North 28 degrees-43 minutes-28 seconds East, 35.51 feet;  
 North 57 degrees-43 minutes-30 seconds East, 23.77 feet;  
 North 77 degrees-10 minutes-44 seconds East, 23.48 feet;  
 South 47 degrees-32 minutes-26 seconds East, 20.60 feet;  
 South 37 degrees-13 minutes-27 seconds East, 24.07 feet;  
 South 20 degrees-46 minutes-56 seconds East, 65.20 feet;  
 THENCE South 41 degrees- 15 minutes-15 seconds West, leaving said contour line and retaining wall 67.80 feet to a point at the South edge of another retaining wall, said point lying in an irregular curve to the left whose chord bears South 76 degrees-36 minutes-34 seconds, 46.24 feet; THENCE with the Southerly edge of said retaining wall 54.0 feet to an iron pin for corner; THENCE North 75 degrees-00 minutes-00 seconds West, 51.07 to the point of beginning and containing 14067.8 square feet of land.

Unit Five of the attached Exhibit "A" is described by metes and bounds as follows: BEING a portion of the DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. Lang Survey, Abstract No. 328, in Hood County, Texas, according to the plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, De Cordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas; THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV; THENCE South 59 degrees-44 minutes-00 seconds West, with the Southerly line of Unit XXIV, 333.15 feet to an iron pin; THENCE North 30 degrees-16 minutes-00 seconds West, 70.0 feet to an iron pin for corner; THENCE South 59 degrees-44 minutes-00 seconds West, 95.0 feet to an iron pin for corner; THENCE North 30 degrees-16 minutes-00 seconds West, 57.77 feet to an iron pin for corner; THENCE South 62 degrees-56 minutes- 22 seconds West, 43.25 feet to an iron pin for corner; THENCE North 13 degrees-46 minutes-33 seconds West, 2.06 feet to an iron pin and the beginning of tract being described; THENCE South 76 degrees-02 minutes-18 seconds West, 50.65 feet to a point for corner; THENCE North 13 degrees-57 minutes-42 seconds West, 4.6 feet to a point for corner; THENCE South 76 degrees-02

minutes-18 seconds West, 18.50 feet to a point for corner; THENCE North 13 degrees-57 minutes-42 seconds West, 40.20 feet to a point for corner; THENCE North 76 degrees-02 minutes-18 seconds East, 12.82 feet to a point for corner; THENCE North 13 degrees-57 minutes-42 seconds West, 10.80 feet to a point for corner; THENCE North 76 degrees-02 minutes-18 seconds East, 56.33 feet to a point for corner; THENCE South 13 degrees-57 minutes-42 seconds East, 55.60 feet to the POINT OF BEGINNING;

Unit Eight of the attached Exhibit "A" is described by metes and bounds as follows: BEING a portion of DECORDOVA BEND ESTATES, UNIT XXIV, in the G. W. Lang Survey Abstract No. 328, in Hood County, Texas, according to plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, De Cordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas; THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV; THENCE South 59 degrees-44 minutes-00 seconds West, with the Southerly line of Unit XXIV, 333.15 feet to an iron pin; THENCE North 30 degrees-16 minutes-00 seconds West, 70.00 feet to an iron pin for corner; THENCE South 59 degrees-44 minutes-00 seconds West, 95.0 feet to an iron pin for corner; THENCE North 30 degrees-16 minutes-16 seconds West, 15.05 feet to an iron pin for corner; THENCE South 59 degrees-35 minutes-07 seconds West, 34.61 feet to an iron pin for the POINT OF BEGINNING of tract herein described; THENCE South 30 degrees-24 minutes-53 seconds East, 54.97 feet to an iron pin for corner; THENCE South 59 degrees-35 minutes-07 seconds West, 26.20 feet to an iron pin for corner; THENCE North 30 degrees-24 minutes-53 seconds West, 29.67 feet to an iron pin for corner; THENCE South 59 degrees-35 minutes-07 seconds West, 18.80 feet to a Point for corner; THENCE North 30 degrees-24 minutes-53 seconds West, 21.8 feet to a Point for corner; THENCE North 59 degrees-35 minutes-07 seconds East, 45.00 feet to the POINT OF BEGINNING; and

Unit Ten of the attached Exhibit "A" is described by metes and bounds as follows: BEING a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. LANG SURVEY, Abstract No. 328, in Hood County, Texas according to plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows: COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, De Cordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas; THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV; THENCE South 59 degrees-44 minutes-00 seconds West, with the Southerly line of Unit XXIV, 333.15 feet to an iron pin; THENCE North 30 degrees-16 minutes-00 seconds West, 70.0 feet to an iron pin for corner; THENCE South 59 degrees-44 minutes-00 seconds West, 70.0 feet to an iron pin for the beginning of tract being described; THENCE South 30 degrees-16 minutes-00 seconds East, 39.92 feet to an iron pin for corner; THENCE South 59 degrees-35 minutes-07 seconds West, 59.47 feet to an iron pin for corner; THENCE North 30 degrees-24 minutes-53 seconds West, 54.97 feet to an iron pin for corner; THENCE North 59 degrees-35 minutes-07 seconds East, 34.61 feet to an iron pin for corner; THENCE South 30 degrees-16 minutes-00 seconds East, 15.05 feet to an iron pin for corner; THENCE North 59 degrees-44 minutes-00 seconds East, 25.00 feet to the POINT OF BEGINNING; shall include open space, unimproved area which shall be and is hereby designated as the Unit number as set out above with its corresponding metes and bounds description encompassing all area lying with such unit. Such area, though unimproved.

lying within such perimeter description as above stated shall not be considered common elements.

(4) To heading No. 14 "Common Expenses-Assessments" add the following sentence. "Notwithstanding the above obligation of the owner of each unit to be bound and obligated to pay for his prorata share of the maintenance and upkeep of the common elements, with regard to the exterior maintenance of the individual buildings in this regime, the council of co-owners or the board of administration may require that the exterior of each individual building shall be assessed against the unit owners as follows:

(a) The owner of Unit One shall bear the maintenance and upkeep cost of the building exterior of Unit One.

(b) The owners of Units 1A, 1B, 1C and 1D shall be responsible for the expense of the maintenance and upkeep of the building exterior of Units 1A, 1B, 1C, and 1D.

(c) The owners of 2A, 2B, 2C and 2D shall be responsible for the maintenance, upkeep and repair cost of the building exterior of Units 2A, 2B, 2C, and 2D.

(d) The owner of Unit Three shall be responsible for the maintenance, upkeep and repair cost of Unit Three.

(e) The owners of 6A, 6B, 6C, and 6D shall be responsible for the maintenance, upkeep and repair cost of the building exterior of Units 6A, 6B, 6C and 6D.

(f) The owner of Unit Five shall be responsible for the maintenance, upkeep and repair cost of the building exterior of Unit Five.

(g) The owners of Unit Seven, Eight and Ten shall be responsible for the maintenance, upkeep and repair cost of the building exterior of Units Seven, Eight and Ten.

The council of owners or the board of administration is further authorized to subject the owners of each building to a special assessment for the purpose of funding the expenses of such maintenance, upkeep and repair of such buildings. Owners within each building shall share prorata in the expense of other owners within the same building."

(5) Under heading No. 17 "Utilities", the first sentence is hereby deleted and the following is substituted in lieu thereof: "The utility services for electricity and telephones are intended to serve each individual unit and are on separate meters and shall be separately paid by the owner of each unit; each unit owner shall separately pay all deposits required in connection with such utilities and services, however, the utility services for sewer and water are on a common meter which shall be paid as a common expense of operation of the condominiums under the terms of heading No. 14 'Common Expenses-Assessments'."

(6) Under heading No. 28 "Restrictions", add the following new paragraph: (15) "Any area within the designated condominium regime as herein described or amended that is used for parking or storage of equipment, trailers, portable buildings, campers, recreational vehicles, and/or boats will be properly screened and enclosed so as to conceal them from view from Thunderbird Cove Road and the roadway providing access to Thunderbird Cove Homes, a Condominium Regime, (being that certain 20 foot roadway described in a Roadway Agreement of even date by the parties hereto) and shall be screened and enclosed from the adjacent areas located on either side of the above described roadway."

(7) Under heading No. 28 "Restrictions", add the following new paragraph: (16) "Unit 7 is restricted for use only as a garage area to be used solely for parking and storage, and the ownership of Unit 7 shall only be in conjunction with common ownership of all or a part of Unit 7 with another Unit or Units within Thunderbird Cove Homes."

This documents may be signed in mutiple counterparts each of which shall constitute an original.

February

Executed this the 13th day of ~~February~~, 1988.

John Moore Nabers

Mason N. Beach  
Mason Beach

Howard S. Scott  
Howard S. Scott

Charles B. Buchanan  
Charles B. Buchanan

Thomas N. Lawrence  
Thomas N. Lawrence

Dr. Jim Nelson  
Dr. Jim Nelson

Katherine P. Nabers

Rosemary S. Devereux Beach  
Rosemary S. Devereux Beach

Mary Evelyn Scott  
Mary Evelyn Scott

Etta Jean Buchanan  
Etta Jean Buchanan

Anita Lawrence  
Anita Lawrence

Peggy Ezell Nelson  
Peggy Ezell Nelson

Warren A. Roberts

R. D. Bickel  
R. D. Bickel

Wallace R. Barker  
Wallace R. Barker

Margaret F. Roberts

Louise Bickel  
Louise Bickel

Nell Barker  
Nell Barker

James L. Johnson

Ronald D. Petersen  
Ronald D. Petersen

Billy Brown Hoover  
Billy Brown Hoover

Clarabel W. Gardner  
Clarabel W. Gardner

Marvin Gene Johnson

Aurora Petersen  
Aurora Petersen

Ruth H. Hoover  
Ruth H. Hoover

Richard J. Lane  
Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased and as Co-Trustee of the Clifford J. Lane Trust

Frankie W. Pace  
Frankie W. Pace

C. V. Chenoweth, Individually and as Executor and Trustee under the Last Will and Testament of Barbara Ann Chenoweth, deceased

Kathryn J. Lane  
Kathryn J. Lane, Individually and as Independent Executor of the Estate of Dan R. Lane, deceased

The following lienholders hereby approved and ratify the herein described Amendment To Delcaration and Master Deed Thunderbird Cove Homes, Hood County, Texas and Suppelmentary Declarations Thereto

Sunbelt Savings Association of Texas

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Mutual Building and Loan Association

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

First Texas Savings Association formerly known as Fort Worth Savings and Loan Association

By: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_

C. Lee Connell

William E. Horton

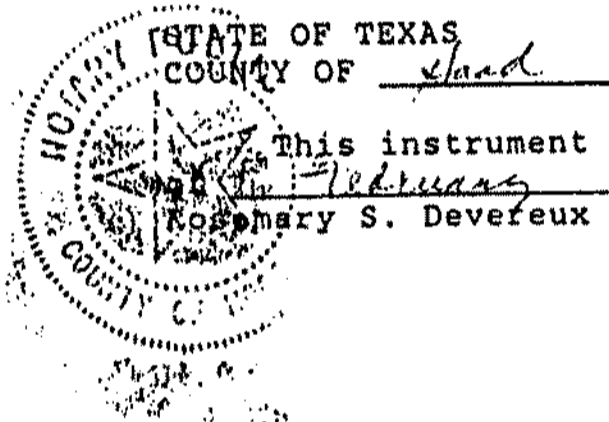
Clifford J. Lane Trust c/o Interfirst Bank Fort Worth, N.A.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by John Moore Nabers and Katherine P. Nabers.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

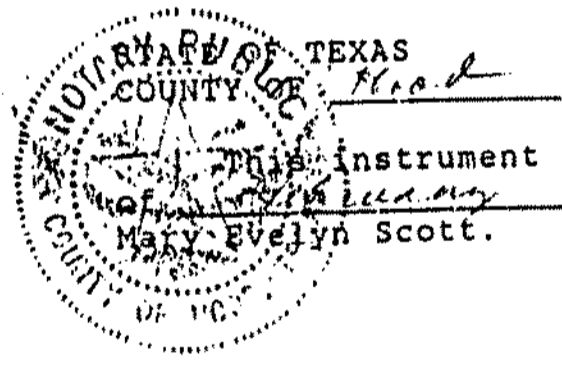


STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 1988, by Mason Beach and Rosemary S. Devereux Beach.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

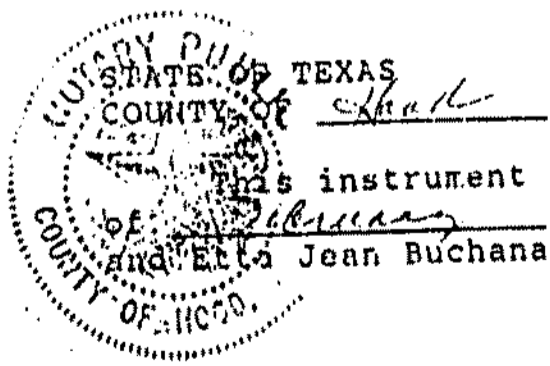


STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 1988, by Howard S. Scott and Mary Evelyn Scott.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

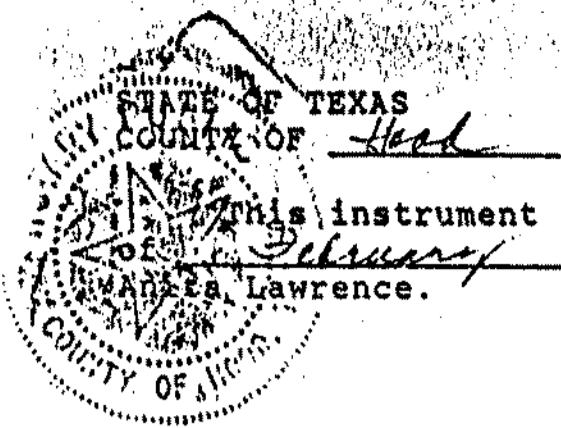


STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 1988, by Charles B. Buchanan and Etta Jean Buchanan.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

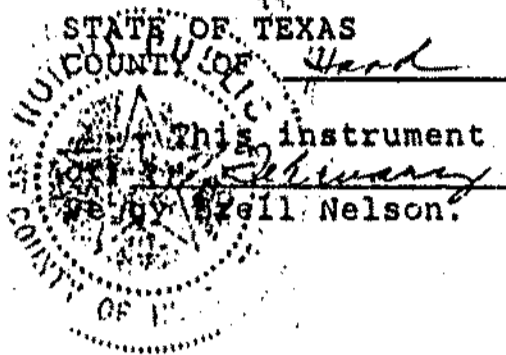


This instrument was acknowledged before me on the 13th day of February, 1988, by Thomas N. Lawrence and Anna Lawrence.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89



This instrument was acknowledged before me on the 13th day of February, 1988, by Dr. Jim Nelson and Well Nelson.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

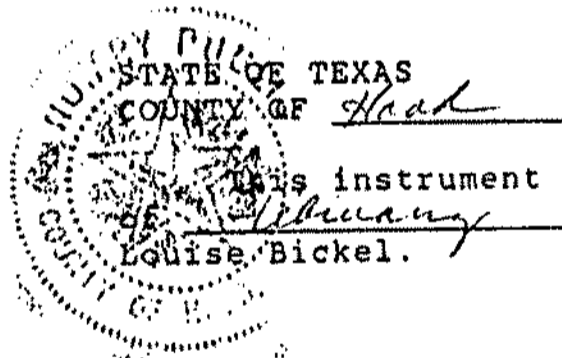
IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by Warren A. Roberts and Margaret F. Roberts.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

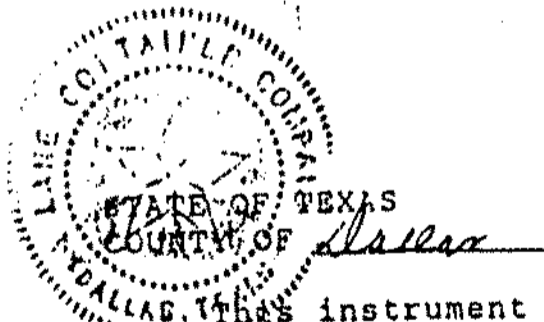


This instrument was acknowledged before me on the 13th day of February, 1988, by R. D. Bickel and Louise Bickel.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

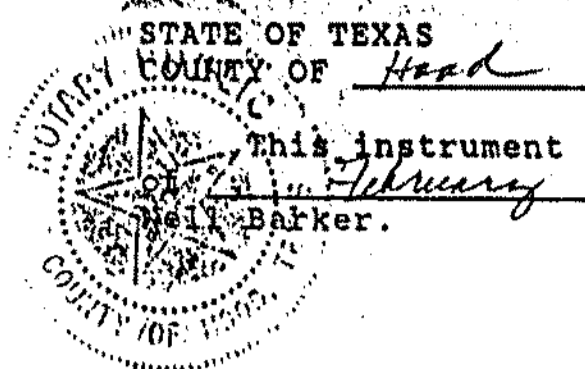


This instrument was acknowledged before me on the 8th day of February, 1988, by Kathryn J. Lane, Individually and as Independent Executrix of the Estate of Dan R. Lane, deceased.

[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

8-2-88



STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Wallace R. Barker and  
Neil Barker.

[Signature]

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

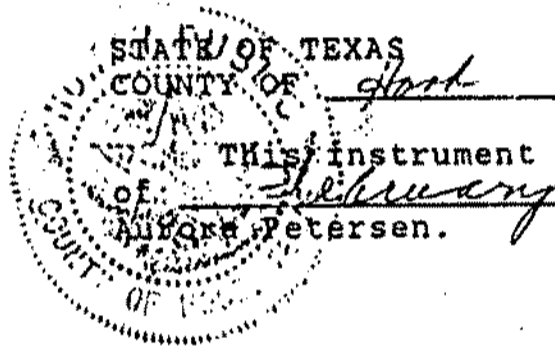
IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 15th day  
of February, 1988, by James L. Johnson and  
Marvin Gene Johnson.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:



STATE OF TEXAS  
COUNTY OF Hood

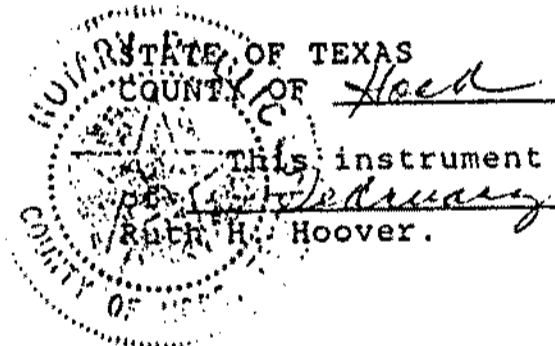
This instrument was acknowledged before me on the 13th day  
of February, 1988, by Ronald D. Petersen and  
Allora Petersen.

[Signature]

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89



STATE OF TEXAS  
COUNTY OF Hood

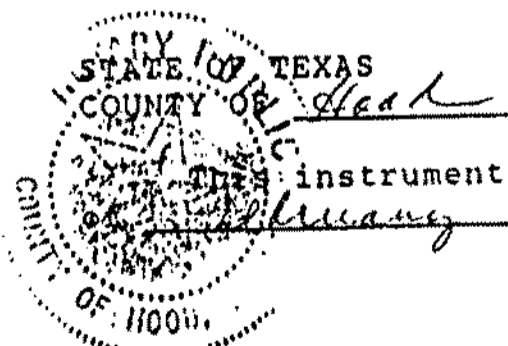
This instrument was acknowledged before me on the 13th day  
of February, 1988, by Billy Brown Hoover and  
Ruth H. Hoover.

[Signature]

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-89

IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89



STATE OF TEXAS  
COUNTY OF Hood

This instrument was acknowledged before me on the 13th day  
of February, 1988, by Clarabel W. Gardner.

[Signature]

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

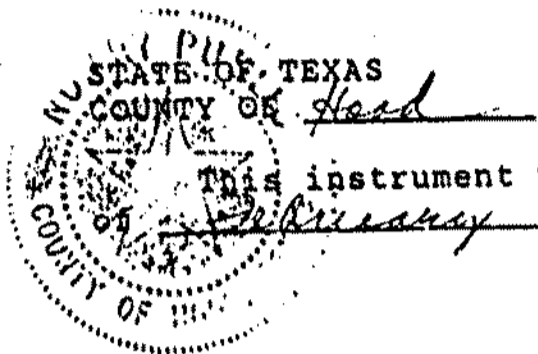
IDA MARTIN  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 9-24-89

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by C. V. Chenoweth, Individually and as Executor and Trustee under the Last Will and Testament of Barbara Ann Chenoweth, deceased.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):

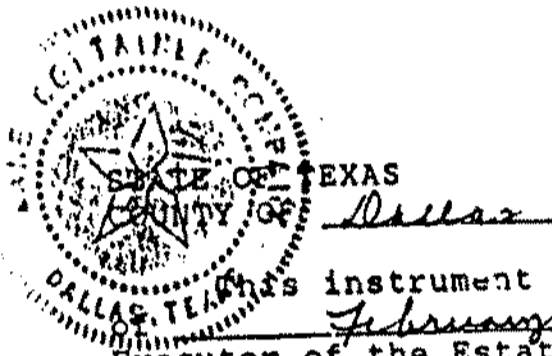
Notary's commission expires:



This instrument was acknowledged before me on the 14th day of February, 1988, by Frankie W. Pace.

Harriet  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires: 9-24-88



This instrument was acknowledged before me on the 8th day of February, 1988, by Richard J. Lane, Executor of the Estate of Clifford J. Lane, deceased.

Patsy L. Skellon  
Notary Public, State of Texas  
Notary's name (printed):

Patsy L. Skellon  
Notary's commission expires:  
8-8-88

Law Offices of  
BROWN & WALTON, P.C.  
108 East Pearl  
Granbury, Texas 76048



EXHIBIT "A"  
Page 2  
Amendment to Declaration

BEING a portion of DE CORDOVA BEND ESTATES, UNIT XXIV, in the G. W. Lang Survey, Abstract No. 328, in Hood County, Texas, according to the plat recorded in Slide A, Page 213, Plat Records, Hood County, Texas, and described by metes and bounds as follows:

COMMENCING at an iron pin just South of a wire fence, being the most Southerly corner of Lot 1, Block 5, De Cordova Bend Estates, Phase I, according to plat recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE South 60 degrees-15 minutes-00 seconds West, with the Southerly line of a water storage area, 165.90 feet to an iron pin near a 6.0 foot high chain link fence, and being the most Southerly East corner of said Unit XXIV;

THENCE South 59 degrees-44 minutes-00 seconds West, with the Southerly line of Unit XXIV, 333.15 feet to an iron pin and the POINT OF BEGINNING of this tract herein described;

THENCE South 59 degrees-44 minutes-00 seconds West, 242.95 feet to an iron pin 1.7 feet South from said chain link fence, from which a post of said fence bears South 71 degrees-01 minutes-31 seconds West, 8.63 feet;

THENCE South 61 degrees- 15 minutes- 00 seconds West, continuing with the Southerly line of Unit XXIV, at 185.27 feet an iron pin 0.7 feet South of said chain link fence, in all 203.90 feet to a point in the bank of Lake Granbury at elevation contour line 693.0 feet, B.R.A. Datum;

THENCE with said Lake and with the meanders of said contour line the following courses and distances;

- North 22 degrees-40 minutes-59 seconds West, 14.31 feet;
- North 13 degrees-09 minutes-01 seconds West, 99.22 feet;
- North 11 degrees-27 minutes-41 seconds West, 80.0 feet;
- North 25 degrees-59 minutes-26 seconds West, 118.17 feet;
- North 10 degrees-48 minutes-20 seconds West, 49.79 feet;
- North 01 degrees-39 minutes-06 seconds East, 47.06 feet;
- North 08 degrees-16 minutes-44 seconds East, 35.51 feet;
- North 37 degrees-16 minutes-41 seconds East, 23.77 feet;
- North 56 degrees-44 minutes-03 seconds East, 23.48 feet;
- South 68 degrees-20 minutes-00 seconds East, 19.71 feet;
- South 57 degrees-44 minutes-39 seconds East, 24.08 feet;
- South 41 degrees-31 minutes-44 seconds East, 66.20 feet, being the corner of a rock retaining wall;
- South 45 degrees-17 minutes-53 seconds East, 44.87 feet to an iron pin;

South 82 degrees-44 minutes-17 seconds East, 42.89 feet;

North 69 degrees-52 minutes-06 seconds East, 67.40 feet;

THENCE leaving said contour line, South 32 degrees-06 minutes-33 seconds East, at 5.0 feet an iron pin, in all 64.39 feet to an iron pin for corner;

THENCE South 13 degrees-46 minutes-33 seconds East, at 55.60 feet an iron pin in all 57.66 feet to an iron pin;

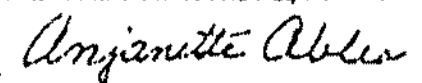
THENCE North 62 degrees-56 minutes-22 seconds East, 43.25 feet to an iron pin at or near the North edge of an asphalt road;

THENCE South 30 degrees-16 minutes-00 seconds East, 57.77 feet to an iron pin;


THENCE North 59 degrees-44 minutes-00 seconds East, 95.0 feet to an iron pin for corner;

THENCE South 30 degrees-16 minutes-00 seconds East, 70.0 feet to the POINT OF BEGINNING and containing 2.4182 acres of land.

CLERK OF HOOD COUNTY, TEXAS  
I hereby certify that the metes and bounds described in the foregoing plat were by me and was that, FILED FOR RECORD IN THE CLERK'S OFFICE OF HOOD COUNTY, TEXAS, in the Volume and Page as shown above.

  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 4:45 P.M.

FEB 29 1988  
  
Clerk County Court, Hood County, TX.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

1. DEFINITIONS - As herein used, unless the context otherwise requires:

(a) "ACT" means the Condominium Act of the State of Texas, as now existing.

(b) "DECLARATION" means this instrument and the By-Laws and all exhibits attached hereto by which the project property is submitted to the provisions of the Act, and such Declaration as from time to time lawfully amended.

(c) "BY-LAWS" means the By-Laws set out in Appendix "B" of this Declaration which shall govern the administration of the condominium regime hereby established in accordance with the provisions and requirements of the Act, and such By-Laws as from time to time hereafter lawfully amended.

(d) "PROJECT LAND" means the land itself, excluding the improvements thereon, legally described on said Appendix "A" attached hereto.

(e) "PROJECT PROPERTY" means all the project land and improvements, buildings, structures, facilities, fixtures and equipment constructed, placed or erected therein or thereon, and all easements, rights, hereditaments and appurtenances thereto in anywise belonging or appertaining, submitted to the provisions of the Act, subject to the reservations herein contained.

(f) "MULTI-UNIT BUILDINGS" means apartment buildings located on the project land and containing condominium homes to be individually and separately owned.

(g) "CONDOMINIUM HOME" means one of the separate and individual units into which the Cluster Homes are divided for individual and separate use and ownership as provided for in said Act and described in this Declaration and the plans attached hereto and includes the space encompassed by the boundaries of the units and certain construction and elements thereof or therein which are to be individually and separately owned, as hereinafter defined, described and established in this Declaration.

(h) "COMMON ELEMENTS" means the general common elements consisting of all portions of the project property, except the individual units which are to be individually and separately owned.

(i) "HOME" or "UNIT" means an estate of property comprised of a home in a single or multi-unit building and the undivided percentage of ownership interest in the common elements conveyed with or allocated to such home.

(j) "OWNER OF A HOME", "UNIT OWNER" and similar expressions means the person or persons whose estates or interests individually, jointly or collectively, aggregate fee simple absolute ownership of a condominium unit.

(k) "PERSON" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

(l) "~~MAJORITY OF UNIT OWNERS~~" means the owner or owners of patio homes whose aggregate undivided percentage of ownership interest in the common elements is fifty-one percent (51%) or more.

(m) "SINGLE UNIT BUILDING" means any single family residence located on the project land to be individually and separately owned.

2. SUBMISSION OF PROJECT PROPERTY TO THE ACT - Subject to reservations herein contained, the Dedicators as owners in fee simple of the project property, in order to establish a plan of condominium ownership in respect thereto hereby submits the project property to the condominium regime established by the Condominium Act of the State of Texas and the provisions thereof, expressly intending and declaring through the recordation of this Declaration its desire to submit certain project property to the condominium regime established by said Act.

3. PROJECT LAND - The project land, submitted to the provisions of the Act, is the tract of land legally described on said Appendix "A" attached hereto and made part hereof, which plat shows the locations, boundaries and dimensions of the project land and the location of the existing condominium cluster homes.

4. THE BUILDINGS - The buildings to be located on the project land and constituting a part of the project property, submitted to the provisions of the Act, are generally described as wood frame, buildings on a concrete foundation, depicted as Units on Appendix "A", attached hereto. The homes will consist of two-bedroom, three-bedroom and four-bedroom units.

The boundaries of each unit are shown and depicted on Appendix "A", and are and shall be the exterior face of stud to exterior face of stud, floors and ceiling, and each home includes both the portions of the building so described and the air space so encompassed, excepting common elements. The individual ownership of each unit shall also include the following items, except such items deemed to be part of the building as a whole or the common

elements, to-wit: The interior walls, partitions, cabinets, shelves, closets interior and exterior doors, glass in windows and doors, the finished perimeter walls, floors and ceilings, including carpeting or other floor covering or finish and wall paper or other wall covering or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as, but not limited to, cooking ranges, refrigerators, sinks, dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment, the individual air conditioning and heating units and systems, and the individual hot water heaters, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve the particular unit in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other unit or the common elements or any part thereof.

The identifying number, location, size, dimensions and other descriptive data of each unit are shown and depicted on the plat attached hereto as Appendix "A" and all such information and descriptive data shown on such plat is incorporated herein by reference thereto.

5. UTILITY EASEMENTS - Valid easements shall exist in each unit and in each portion of the common elements for the benefit of each unit owner, the municipality and each authorized utility company, for the installation, maintenance, repair, removal or replacement or any and all authorized utility lines, pipes, wires, conduits, facilities and equipment serving the building as a whole or any individual unit or appurtenances thereto or any part of the common elements, and the ownership of each unit and interest in the common elements shall be subject to such easements.

6. COMMON ELEMENTS - The general common elements, also simply referred to as "common elements" shall consist of all the "project property" as herein defined and described, except the individual units and such common elements shall include all the project land as hereinabove defined and described, the communications ways, the compartments for installation of central services, the outside walks and driveways and all structures, fixtures, equipment and appliances which are designed and intended for the common and mutual use and benefit of the units and the space occupied by

the same. Reference is hereby further made to the Act for further definition of the "General Common Elements", and all reference in this Declaration to the "Common Elements" shall also include the "General Common Elements", as herein and in said Act defined. The ground floor decks shall be common elements, however the owner of each home shall have the exclusive easement to use the same. Second floor decks shall not be common elements.

7. OWNERSHIP OF THE COMMON ELEMENTS - Each Unit Owner shall be entitled to 7.1428 percent of ownership in the Common Elements allocated to the respective unit owned by him.

The percentage of ownership interest in the Common Elements so allocated to the respective homes are based on equal values assigned by the Dedicator to each home solely for this purpose, and such values do not necessarily reflect or represent the selling price or actual value of any unit, and regardless of the price for which any home may be sold or resold or the actual value of any home, and regardless of any other matter, such percentage of ownership in the Common Elements allocated to each unit shall remain fixed and constant and the same cannot be changed except by the written consent of each and every owner and mortgagee of a unit in this Condominium Project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration. Said ownership interest in the Common Elements shall be owned by Unit Owners, as tenants in common in accordance with their respective percentages of ownership. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all mortgagees to such action must be obtained. Any covenant to the contrary shall be void. The percentage of the common elements allocated to each unit shall not be separated therefrom or separately sold, conveyed, encumbered, or otherwise separately disposed of, and each interest in the Common Elements shall follow the respective unit to which it is allocated, and shall be deemed to be conveyed to encumbered with its respective unit to which it is allocated even though the description in the instrument of conveyance or encumbrance shall refer only to the unit.

8. USE OF THE COMMON ELEMENTS - Each Unit Owner shall have the right to use and enjoy the common elements, in common with all other unit owners, for

the purposes for which they are intended and as may be required for the purposes of access and ingress and egress to and the use and occupancy and enjoyment of the respective units owned by such unit owners without hindering or encroaching upon the lawful rights of other co-owners. Such right to use and enjoy the common elements shall extend to each unit owner, the members of his family, the tenants or other lawful occupants of each unit and their guests, visitors, invitees, or permittees, ~~and all such other persons~~ as may be invited or permitted by the Board of Administration of this condominium regime or its representative to use or enjoy the common elements or any part thereof. Such right to use the common elements shall be subject to and governed by the provisions of the "Act", this Declaration, the By-Laws attached hereto, and the rules and regulations hereafter lawfully made or adopted by the Board of Administration or the Council of Co-owners of this condominium regime. Each Unit owner shall be deemed to have an easement in the interest of all other unit owners in the common elements for the installation, maintenance, repair or replacement of all individually owned fixtures, equipment, and appliances which are in any way affixed to, supported by or located in any space or structure constituting part of the common elements. Provided, however, that each unit owner shall have the exclusive use for storage purposes of the attic space directly above his unit, to the extent that such use shall be practical. The cost and expense for the maintenance, repair, upkeep, operation, and replacement of the common elements shall be a common expense of all unit owners in proportion to their respective undivided interests in the common elements.

9. WINDOWS AND DOORS - Notwithstanding anything else in this Declaration which may be or appear to be to the contrary, the glass in all windows or doors of each unit and all exterior and interior doors of each unit shall be deemed to be part of the Unit home and individually owned and shall be repaired or replaced at the separate cost and expense of each individual unit owner, and not as a common expense. All of the exterior of the doors and all glass in windows and doors will remain in conformity with the original.

10. COUNCIL OF CO-OWNERS - Each owner of a unit shall automatically be a member of the "Council of Co-Owners" (hereinafter referred to as the "Council") which shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair, opera-

tion and replacement of the common elements, and the government, operation and administration of the project property and the condominium regime hereby established, and shall remain a member thereof until such time as ~~his ownership ceases for any reason, at which time his membership in the Council shall also automatically cease.~~ Upon any transfer of ownership of any unit, the new owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in Council.

11. REPRESENTATION FOR VOTING - The aggregate number of votes for all members of the Council shall be one hundred (100), which shall be proportionately divided among the owners in accordance and in direct proportion to their respective percentage of ownership interest in the common elements so that he may exercise the voting rights allocated to each unit owned by him. In the event a unit is jointly owned by two or more persons, one person shall exercise the voting right for both, by agreement between the two persons.

12. BOARD OF ADMINISTRATION - The affairs of the Council shall be managed by a Board of Administration. At or as soon as convenient after the organizational meeting of the Council, the Council shall elect the first Board of Administration which shall consist of not less than three (3) members, all of whom shall serve without pay or compensation for such term as specified in the By-Laws of this condominium regime. Such members however, may be paid for specific services rendered. Such Board of Administration (hereinafter referred to as the "Board") shall be specified in this Declaration, or in said By-Laws as may be delegated to it from time to time by the Council.

13. BY-LAWS - The government and administration of the condominium regime hereby established shall be in accordance with the By-Laws. These By-Laws may be amended by the Council in accordance with the provisions thereof.

14. COMMON EXPENSES -- ASSESSMENTS - The owner of each unit shall be bound and obligated and agreed to pay, as assessments therefor are made during his tenure of ownership, his prorata part and share of the expenses of administration and of maintenance, repair, upkeep, protection, replacement

and operation of the Common Elements and of any other expenses lawfully agreed to by the Council of Co-owners or the Board of Administration as authorized by the Act, this Declaration or by the By-Laws appended hereto, all of which expenses herein mentioned are in this Declaration referred to as the "common expenses". The prorata part and share of the common expenses which shall be assessed against each unit owner, and which each unit owner agrees to pay, shall be in the same ratio and in proportion to his percentage ownership interest in the common elements as set out in Paragraph 7 above. Assessments for common expenses and payments thereof shall be made as determined and provided for in the By-Laws appended hereto, and as from time to time amended. No owner of any condominium unit or interest therein shall be exempt from paying or contributing his prorata part and share of the common expenses by waiver of the use or enjoyment of the common elements or any part thereof or by abandonment of the Unit or his interest therein. The amount of common expenses assessed against each unit shall be the debt and obligation of the owner, his heirs, grantees, or assigns. Assessments for common expenses shall be on a monthly basis and shall become due and payable monthly. All sums collected for common expenses shall constitute and be known as the "Maintenance Fund" of this condominium regime.

15. LIENS TO SECURE ASSESSMENTS - By acceptance and retention of title to any unit in Thunderbird Cove Homes, each Owner, his heirs and assigns does hereby covenant and agree that the Council of Co-owners, its successors and assigns, shall have a lien upon the subject unit or units, second only to liens for taxes and duly recorded mortgages, to secure payment of the aforementioned assessments for common expenses including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements and applications as such grantees, their heirs or assigns, may enter into with Thunderbird Cove Homes.

16. STATEMENT OF ASSESSMENTS - The Board of Administration or its representative shall furnish to any prospective purchaser or mortgagee of any condominium unit, at the request of the owner, a written statement as to the amount of the assessments for common expense which have become due and are unpaid up to a given date in respect to the condominium unit to be sold or mortgaged; and in the case of a sale the purchaser shall not be liable for

any unpaid assessment which has become due and is not shown on such statement for the period of time covered thereby, however, the selling owner shall remain liable for same and in case of his failure or refusal to pay then the same shall be collectible from all other unit owners on a prorata basis in proportion to their ownership interest in the common elements, and they shall have recourse against the selling owners; but in the event of a mortgage then the unpaid assessments now shown on said statement for the period of time covered thereby shall remain the obligation of the unit owner mortgaging his unit, but the assessment liens securing same as provided for in this Declaration shall be and remain inferior and secondary to the mortgage and liens held by the mortgagee to whom or for whose information said statement was furnished.

17. UTILITIES - All utilities such as electricity for light and power, water and telephone which are intended to serve each individual unit are on separate meters and shall be separately paid by the owner of each unit, and each unit owner shall also separately pay all deposits required in connection with or for such utilities and services. All utilities which are designed and intended to serve the common elements or any portion thereof shall be a common expense of all unit owners and each unit owner shall pay his prorata share thereof, in the ratio of his ownership interest in the common elements, as in the case of other common expenses.

18. PROPERTY INSURANCE - The Board of Administration shall obtain and continuously keep in effect blanket property insurance to insure the buildings, structures and units in or on the project property, against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions. The insured shall be the Council of Co-owners as Trustee for all unit owners. The cost of such insurance shall be deemed a common expense and shall be paid by the unit owners in the same ratio of the ownership interest in the common elements. Said sums shall be collected on a monthly basis as a common expense. In the event of destruction of the project property by any hazard covered by such insurance and the proceeds are insufficient to restore the property to the condition that it was in prior to the destruction then the Board shall pay for any deficiency in regard to the common elements and the same shall be paid, as assessed, by the unit owners as a common expense. Any deficiency in regard to the property owned by the unit owner or owners shall be paid by such affected unit owner or owners. Upon the initial purchase of

a unit, the unit owner shall pay to the Council the first year on his share of the premium and one month. Thereafter the monthly sum shall be a common expense.

19. PUBLIC LIABILITY AND OTHER INSURANCE - The Board of Administration or its representative shall also have the authority to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and any other liability insurance as it may deem desirable, insuring each unit owner and the Council of Co-owners, Board of Administration, and managing agent (temporary or permanent) from and against liability in connection with the common elements, to the extent such insurance shall be deemed as a common expense of this condominium regime, and each unit owner shall pay his prorata share of same as in the case of the common expense as provided for in this Declaration.

20. INDIVIDUAL INSURANCE - Each unit owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own unit and his additions and improvements thereto, and his decorations and furnishings and personal property therein and his personal property stored elsewhere on the project property, as well as his personal liability to the extent not covered by the liability insurance for all of the unit owners which may be obtained as common expense.

21. EASEMENTS FOR ENCROACHMENTS - If any portion of the common elements shall be situated or encroach upon any unit or parking area, or if any unit or parking space shall actually encroach upon any portion of the common elements, as the units, parking and common elements actually and physically exist, or as shown by the plat attached hereto, then there shall be deemed to be mutual valid easements for such encroachments and for the maintenance of same so long as such encroachments exist. In the event any building or other structure is totally or partially damaged or destroyed and then repaired, restored, or rebuilt, the unit owners agree that all encroachments of or upon the common elements and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

22. ALTERATIONS, ADDITIONS AND IMPROVEMENTS - No alterations of any portion of the common elements or additions or improvements thereon shall be made by any unit owner without the prior written approval of the Board of Administration or Council of Co-owners. No unit owner shall make any structural modification of substantial alteration of his patio home or the installations

located therein, except in a manner authorized by the Board or Council in writing.

23. MAINTENANCE, REPAIRS AND REPLACEMENTS - Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit, except as to the common elements located therein. Specifically, but without limitation, each unit owner at his own expense, shall maintain, repair or replace any surface within exterior stud to exterior stud of his unit and all interior partitions or room walls, all exterior and interior doors, all glass in windows or doors, his own cooking range, oven, refrigerator, sink, garbage disposal, washer or dryer and all other individual appliances, his individual lighting equipment, and fixtures, all interior bath room fixtures, appliances and plumbing and all elements and contents of his unit, which are individually and privately owned and do not constitute any part of the common elements. All portions of the common elements shall be maintained, repaired or replaced by the Board of Administration or the Council of Co-owners or their representative shall be entitled to reasonable access at reasonable times to the individual units as may be required from time to time in connection with the maintenance, repair or replacement of or to the common elements, then reciprocal easements for the maintenance for same shall exist.

24. DECORATING - Each unit owner shall furnish and be responsible for, at his own cost and expense all of the decorating within his own unit, including painting and wallpapering, washing, cleaning, paneling, floor covering, draperies, wall covering, window shades, curtains, and all other furnishings and interior decorations. Each unit owner shall also keep clean at his own expense the interior and exterior surfaces of all plate glass or window panes.

25. TAXES - Taxes, assessments and other charges of the City, County, State or any other political entities or any special district thereof on the entire project (including common elements and individual units) shall be paid by the Board of Administration and then be assessed to the unit owners in the same ratio as their ownership in the common elements, or the owners may elect to pay the aforementioned taxes, assessments and other charges individually. Said amounts shall be a common expense and collected monthly as other assessments.

26. LEGAL DESCRIPTION OF UNITS - The legal description of any unit may consist of the identifying number of the unit and the building in which it is located. All such descriptions or references to any unit shall be deemed to

also include the undivided percentage of ownership interest in the common elements belonging to such unit, whether expressly mentioned or not.

27. INSPECTION-WAIVER - Each purchaser of a unit has full opportunity and shall be under a duty to inspect and examine the unit to be purchased by him prior to his purchase thereof, and agrees that the unit is purchased as actually and physically existing. It is expressly agreed that each and every purchaser of a unit agrees for himself, his heirs, executors, administrators and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Dedicator does not warrant, guarantee or represent any unit or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of a unit, for himself, his heirs, executors, administrators and assigns, expressly waives any claim or demand of any kind or nature which he could possibly have against Dedicator or any person whomsoever on account of any difference of shortage or discrepancy between the size, square footage or dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. ~~It is specifically agreed that in interpreting~~ deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

28. RESTRICTIONS - The following restrictions, covenants and conditions are placed upon each unit in this condominium project as a general plan or scheme of restrictions for the benefit of each unit, to-wit:

- (1) All purchasers of a unit or units in the Thunderbird Cove Homes must be members of the DeCordova Bend Estates Owners Association.
- (2) Each unit shall be used and occupied by the owner or his lessee for single family residential purposes only and for no other purpose or purposes.

(3) No unit shall be altered, remodeled, subdivided or converted into more than one dwelling unit.

(4) No trash, garbage, or debris shall be placed on any part of the common elements, except in the receptacles or areas designated for disposal of same.

(5) No signs or posters of any kind shall be placed on any part of the common elements or on any individual unit except as authorized by the Board or Council and permitted by its Architectural Control Committee, its successors and assigns.

(6) No unlawful, immoral, noxious or offensive activities shall be carried on or permitted in any unit or elsewhere on the project property nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

(7) No animals of any kind, other than small household pets, shall be housed or kept in or about the condominium project, including individual units. Any house pets which are allowed outside must be kept on a leash at all times.

(8) No TV or radio antennae installed shall be higher than ten (10) feet above the tops of the building on which it is erected, or according to the Architectural Control Committee. When cable television is available and is utilized by consent of the Council, then no external antennae shall be permitted.

(9) No motor vehicles with less than four (4) wheels shall be allowed in the condominium project, nor any other excessively noisy motor vehicles of whatever nature; provided, however, that each unit owner may house a golf cart.

(10) No boats, airplanes, trailers, campers or motor homes shall be allowed to be parked in the condominium project.

(11) No outside clothes or drying lines shall be installed or permitted to be installed in the common elements.

(12) Draperies installed in individual condominium units must have white lining material or have a white exterior appearance, so as to provide a uniform and attractive exterior appearance.

(13) No fences shall be put up unless approved by Council of Co-owners, its successors and assigns.

(14) The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within this condominium project.

29. AMENDMENTS - Except as hereinafter provided in this paragraph, the provisions of this Declaration shall not be changed, or amended, without the written consent of the majority who in aggregate represent 100% ownership of the common elements, and each such amendment shall be filed for record in the same manner as this Declaration. No amendment shall affect or impair the rights of any mortgagee unless such mortgagee in writing consents to the same; provided, however, that:

(1) If any amendment hereafter made to the Condominium Act of the State of Texas would not otherwise apply to the condominium regime established by the recordation of this Declaration, then the Council may at any regular meeting or special meeting called for that purpose, adopt a resolution to amend this Declaration in order to enable the application of any such amendment to said Act to the condominium regime hereby established, provided that such resolution shall receive the affirmative vote of the unit owner or owners who represent at least 65% ownership interest in the common elements, in the aggregate. Upon adoption of any such resolution, it shall be duly executed by the presiding officer and secretary of such meeting and filed for record as an amendment to this Declaration.

30. REMEDIES - In the event any default is made by any unit owner under the Act, this Declaration or By-Laws appended hereto, or rules or regulations of the Board or of the Council, the Board or the Council, or their representative, shall have all of the rights and remedies which may be provided by the Act, this Declaration or the By-Laws, or which may be available at law or in equity, and may prosecute any action or other proceeding against any defaulting unit owner and/or owners for enforcement of any lien or to enforce compliance with the matter in respect to which default has been made, by injunctive relief or otherwise, or for the collection of any sums or debts or damages in default or arising from any fault, except on action to collect past-due assessments. All expenses incurred in connection with any such action or proceeding shall be part of the common expenses of this condominium regime and collectible from each unit owner as in the case of other common expenses. The Board of Administration or its authorized representative shall be further empowered and authorized to correct and cure any matter in default and to do whatever may be necessary for such purpose, and all expenses.

31. SALE - RIGHT OF FIRST REFUSAL - If the owner of any unit, shall desire at any time to sell his unit to any person, except as hereinbelow

stated, and receives an offer for the purchase which he would be willing to accept, such owner shall not sell his unit without first giving the Board of Administration or its representative written notice of the proposed sale, which notice shall be sent by U. S. Certified or Registered Mail, return receipt requested, and shall state the name, address, occupation and place of employment of the proposed purchaser, and the price, terms and conditions of the proposed sale; and during a period of thirty (30) days next following the receipt of such notice by the Board of its representative, the Council of Co-owners shall have the right of first refusal to purchase the unit for the same price and upon the same terms and conditions as set out in such notice. If said unit owner is not notified within said thirty (30) day period that the Council of Co-owners has elected to exercise its rights of first refusal, or if within such thirty (30) day period the unit owner is notified that said Council has elected not to exercise its right of first refusal, then the unit owner may proceed to sell his unit to the person and on the terms and conditions named and set out in said notice.

Unless the Board has elected not to purchase such unit within ten (10) days from the date of receipt of any such notice above provided for, it shall call a special meeting of the Council for the purpose of voting upon its right of first refusal, which meeting shall be held within twenty-five (25) days from the date of receipt of such notice by the Board of its representative, and if the unit owners who in aggregate own not less than sixty-five (65%) percent of the total ownership interest in the common elements, by affirmative vote at such meeting elect to exercise such right of first refusal, then the Board or such other person as the Council may authorize shall promptly give written notice of such election to the unit owner desiring to sell. In such event, the Board shall have all authority to execute all instruments and do everything necessary to close the transaction in the name of the Board as Trustees for all unit owners, and to make such assessments for payment of the purchase as may be required, and each unit owner shall be obligated to pay his prorata part of such assessments in proportion to his percentage of ownership interest in the common elements, as in the case of other common expenses. The Board shall have the authority at all times thereafter as Trustee for all unit owners, to sell for such price and on such terms and conditions as it may deem proper or as shall be applied among all unit owners in proportion to their respective ownership interest in the common elements.

Provided and except, however, that none of the foregoing provisions shall apply to any sale made by or to the Developer or to any sale made by unit owner to his or her spouse, or to any persons related by blood or marriage to such unit owner or to his or her spouse, or to any foreclosure sale made pursuant to a Court decree, order or judgment, or to any sale made by any mortgagee after becoming the owner of any unit by purchase at any foreclosure sale.

32. RIGHTS AND OBLIGATIONS - The rights and obligations of the respective unit owners under this Declaration and the By-Laws, as may be amended, shall be deemed to be covenants running with the ~~land~~ so long as the project property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding on each and all of the respective unit owners and their respective heirs, executors, administrators, successors, legal representatives, assigns, purchasers, lessee, grantees and mortgagees, and all other having or claiming an interest in any unit, subject to the provisions of the Act, this Declaration and the By-Laws. Upon acceptance or recordation of any deed to a condominium unit, the owner thereof shall be deemed to have accepted and agreed to and shall be bound and subject to each and all of the provisions of the Act and this Declaration and the By-Laws.

33. NOTICES - Notices provided for in the Act or this Declaration or By-Laws shall be in writing and shall be addressed to the Board or the Council at the address of the Board or its representative which may be established from time to time, and of which the unit owners shall be notified. Notice to the unit owners may be sent to the mailing address of their respective units, or to such other address which any unit owner may in writing designate by notice thereof to the Board of its representative.

34. SEVERABILITY - INTERPRETATION - If any provision of this Declaration or the By-Laws or any section, sentence, paragraph, clause, phrase or word, or the application thereof in any circumstance shall be invalid or unenforceable, the validity or enforceability of the remainder of this Declaration or By-Laws and the application of any such provision, section, sentence, paragraph, clause, phrase or word in any other circumstance shall not be affected thereby. If anything in this Declaration or the By-Laws shall be susceptible to two or more interpretations, then the interpretation which shall most nearly be in accord with the intent of the Act, and the general purposes and intent of this Declaration and the By-Laws shall govern.

35. USES AND LIMITATIONS OF SPECIFIC COMMON ELEMENTS - Streets, walkways, garbage stations, and other such facilities as may hereinafter be provided by Dedicator.

36. MAINTENANCE OF LANDSCAPING AREAS IN COMMON ELEMENTS - The cost and expense for the upkeep and maintenance of the landscaping in the common elements, including the cost and expense of maintaining, cutting, and caring for grass, plants and shrubbery (not to include patios and garden areas) and also the cost of lighting of the common areas and all other expenses incidental to the upkeep, maintenance and/or operation of such areas shall be a common expense of the owners of the units in this condominium project, and shall be included in the assessments for the usual and ordinary cost and expenses for the maintenance, repair, upkeep, and operation of the common elements of this condominium regime, and each unit owner shall pay his prorata share thereof as in the case of the other common expenses.

37. ALL ELECTRIC COVENANT - This condominium project has been so designed and constructed as to provide maximum safety and comfort for the residents, as well as to qualify the property to receive the most economically favorable rates for insurance and electric energy used therein, and no owner and/or occupant of any unit shall use coal, oil, gas or any course of energy for heating, cooling or lighting any part of such project other than electricity. (This does not include wood burning fireplaces.)

38. OMISSIONS - In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

39. PERPETUITIES - If any provision of this Declaration or the By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living children of the partners of Thunderbird Cove Homes, plus twenty-one (21) years thereafter.

EXECUTED this the \_\_\_ day of February, A.D. 1981.

  
B. Hutch Carter

THUNDERBIRD COVE HOMES,  
  
Curtis G. Henderson

BOOK 339 PAGE 794

Peg Ezzell Nelson

Peg R. Nelson

Robert Bickel

Robert Bickel

William E. Horton

William E. Horton

Kenneth R. Cleaver

Kenneth R. Cleaver

Clifford J. Lane

Clifford J. Lane

John Gerardi

John Gerardi

Warren A. Roberts

Warren A. Roberts

Robert Marshall

Robert Marshall

Billy B. Hoover

Billy B. Hoover

Wallace Barker

Wallace Barker

James E. Johnson

James E. Johnson

Tom Lawrence

Tom Lawrence

FILED FOR RECORD  
AT 4:00 P.M.

MAY 20 1981

Linda Atkinson

Clerk County Court, Hood County, Texas

-18-

FILED FOR RECORD THE 20 DAY OF MAY, 1981 at 4 P.M.  
RECORDED THE 26th DAY OF MAY, 1981 at 9:00 A.M.

Linda Atkinson  
DEPUTY

DORIS DYER, CLERK  
HOOD COUNTY, TEXAS

NOW, THEREFORE, said Dedication and Restrictions are hereby amended as follows:

That Texlan, Inc., d/b/a DeCordova Bend Estates, is the owner of that tract of real property in Hood County, Texas, described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, and as shown on the attached revised plat designated Revision One of DeCordova Bend Estates, Unit XXIV, which revised plat is adopted by Dedicator as its plan for subdividing said property as shown thereon.

That Texlan, Inc., d/b/a DeCordova Bend Estates, declares that said real property specifically described in Exhibit "A" attached hereto and as shown on the attached plat designated Revision One of DeCordova Bend Estates, Unit XXIV, George W. Lang Survey, Abstract No. 328, Hood County, Texas, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth which shall be and are hereby made to run with the land.

That Dedicator hereby revises in totality the plat of DeCordova Bend Estates, Unit XXIV, as recorded in Vol. 1, Page 89, Plat Records, Hood County, Texas, and hereby amends in totality all of the Dedication and Restrictions as recorded in Volume 173, Page 223, Deed Records of Hood County, Texas, and substitutes therefor the following:

EASEMENTS

Those portions of said property below elevation 696 adjoining DeCordova Bend Reservoir are subject to easement in favor of Brazos River Authority granted in conveyance dated January 5, 1968, executed by Obie P. Leonard, Jr., et al, and recorded April 3, 1969 in Volume 149, Page 345, Deed Records, Hood County, Texas.

Dedicator reserves to itself, its successors and assigns, as shown on said revised plat attached hereto, an easement and right to construct and maintain in, under and across said property five (5) feet in width along the southerly block line of said property for utilities of every kind, including sewers, water mains,

gas mains, power and communication lines and all pipes, lines and other appurtenances in connection therewith.

A 20-foot drainage easement centered about an existing drain as shown on said revised plat attached hereto is hereby reserved to Dedicator, its successors and assigns.

RESTRICTIONS AND COVENANTS

The restrictions, covenants, charges and liens set out in the Dedication of DeCordova Bend Estates, Phase I, dated the 23rd day of May, 1969, and recorded in Volume 150, Page 303, Deed Records of Hood County, Texas, are hereby adopted as restrictions, covenants, charges and liens running with the land hereby dedicated and such restrictions, charges, covenants and liens and any amendments and additions made thereto are hereby incorporated as a part hereof, except as follows:

1. Paragraphs 1 and 20, providing for type of dwelling and minimum floor area of dwellings to be situated on said property, shall read as follows:

- (a) Multi-family housing is permitted to be constructed on said property up to a maximum of 50 units or dwellings.
- (b) A minimum of 1,000 square feet for each unit or dwelling is required for all units or dwellings constructed on said property.

2. That throughout said Dedication of DeCordova Bend Estates, Phase I, referred to above, the term "lot" or "residential lot" shall mean the same and carry the same restrictions, covenants, charges and liens as the term "condominium owner", "condominium" or "condominium unit."

3. That insofar as there are no private ways within said property as described in the revised plat attached hereto, none of the provisions concerning private ways in said Dedication of DeCordova Bend Estates, Phase I, as described therein, shall apply to said property described in the attached Exhibit "A."

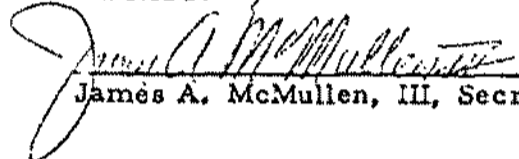
4. Paragraph 12, providing for approval of plans, shall read as follows:

**"No building, fence or structure of any kind shall be erected or altered on any of said property until the plans therefor, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been**

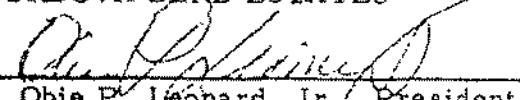
approved in writing by Texlan, Inc., d/b/a DeCordova Bend Estates. In the event of disapproval of any such plans, specifications, materials, designs and/or plot-plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party submitting the 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 or things disapproved. The judgment of Texlan, Inc., d/b/a DeCordova Bend Estates, in this respect and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials and/or plot-plans is not mailed within thirty (30) days after same have been submitted, it will be presumed that same have been approved."

EXECUTED this the 15th day of November, 1972.

ATTEST:

  
James A. McMullen, III, Secretary


TEXLAN, INC., d/b/a  
DeCORDOVA BEND ESTATES

By   
Obie P. Leonard, Jr., President

THE STATE OF TEXAS       |  
                                  |  
COUNTY OF TARRANT     |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OBIE P. LEONARD, JR., President of TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES, 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 said 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 15th day of November, 1972.

  
Notary Public in and for  
Tarrant County, Texas

FIELD NOTES

Field Notes for dedication of Revision-One DE CORDOVA BEND ESTATES UNIT XXIV, out of the G. W. LANG SURVEY, Abstract 328, Hood County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most Southerly corner of Lot 1, Block 1, De Cordova Bend Estates Phase I, as recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE with the previously dedicated R.O.W. of Thunderbird Trail, per Phase I, South 39 degrees 14 minutes East 55-0/10 feet to a point, said point being the beginning of a curve to the left having a radius of 184-53/100 feet;

THENCE with said curve to the left and in a Southwesterly direction around the arc 35-0/10 feet to a point;

THENCE South 33 degrees 26 minutes East 132-3/10 feet to a point in a fence, said point also being on the Survey Line common to the G. W. Lang and G. T. Walters Surveys, said point also being South 60 degrees 15 minutes West 165-9/10 feet from the most Southerly Southwest corner of Lot 1, Block 5, said De Cordova Bend Estates Phase I;

THENCE with said property line, as fenced, and survey line, South 59 degrees 44 minutes West 576-1/10 feet and South 61 degrees 15 minutes West 203-9/10 feet to a point at elevation 693 Brazos River Authority Datum on the shore of Lake Granbury;

THENCE Northerly and Easterly with the 693 contour approximately 1268 feet to a point, said point being South 72 degrees 54 minutes East 29-1/10 feet from the most Scutherly corner of a private lake access area as dedicated in De Cordova Bend Estates, Volume 1, Page 9, P.R., H.C., T.;

THENCE North 72 degrees 54 minutes West 29-1/10 feet to the Southwest corner of said access area;

THENCE with the Southeast line of said access area North 50 degrees 55 minutes East 162-9/10 feet to the Northwest corner of Lot 1, Block 1 De Cordova Bend Estates Phase I;

THENCE with the West and Southwest lines of said Lot 1, South 25 degrees 02 minutes East 73-7/10 feet and South 69 degrees 40 minutes East 108-8/10 feet to the place of beginning.

FILED FOR RECORD the 16 DAY OF Nov 1972 AT 9:00 A M.

RECORDED THE 16 DAY OF Nov 1972 AT 1:00 A M.

BY: [Signature]  
Deputy

BRUCE PRICE, COUNTY CLERK  
HOOD COUNTY, TEXAS

restrictions, easements, charges and liens hereinafter set forth, which shall be and are hereby made to run with the land.

EASEMENTS

Easement designated on said plat as "Thunderbird Trail," hereinafter referred to as "Private Ways" is to provide Dedicator, its successors and assigns, and the owners of the various lots of DeCordova Bend Estates with ingress and egress to the area and facilities thereof and is reserved as private ways, and no right of the public generally shall accrue in and to such ways. Dedicator reserves to itself, its successors and assigns, the right to convey said easement or rights therein to DeCORDOVA BEND ESTATES OWNERS ASSOCIATION, INC. (hereinafter referred to as "The Association"), to be retained by said Association for the benefit of the properties or dedication to the public as public ways and easements.

Those portions of lots below Elevation 696 adjoining DeCordova Bend Reservoir are subject to the easement in favor of the Brazos River Authority granted in conveyance dated January 5, 1968, executed by O. P. Leonard, Jr., et al, and recorded April 3, 1969, in Vol. 149, Page 345, Deed Records, Hood County, Texas.

DeCordova Bend Estates reserves to itself, its successors and 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 sewers, water mains, gas mains, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 5 feet in width is hereby reserved along each side of each lot and along the side of each lot adjoining the "Private Ways" as may be necessary for the installation and maintenance of said utilities and lines.

RESTRICTIONS AND COVENANTS

The restrictions, covenants, charges and liens set out in the

dedication of DeCORDOVA BEND ESTATES, PHASE I, dated the 23rd day of May, 1969, and recorded in Vol. 150, Page 303, Deed Records of Hood County, Texas, are hereby adopted as restrictions, covenants, charges and liens, running with the land hereby dedicated, and such restrictions, charges, covenants, and liens and any amendments and additions made thereto, are hereby incorporated as a part hereof, except:

1. That Paragraphs 1 and 20 regarding type of dwelling and minimum number of square feet required for each respective lot shall be amended to reflect the following:

<u>Lots</u>	<u>Minimum Sq. Ft.</u>	<u>Type of Dwelling Permitted</u>
1356-1363, inclusive	600 per unit	Multi Family Housing

2. That regarding Lots 1356-1363, inclusive, Paragraph 4 of the Restrictions and Covenants described herein shall read as follows:

"4. No buildings, fence or structure of any kind shall be located on any lot nearer to the front line or nearer to the side lot line than as approved by Texlan, Inc., d/b/a DeCordova Bend Estates, a Texas corporation."

3. That regarding Lots 1356-1363, inclusive, Paragraph 12 of the Restrictions and Covenants described herein shall read as follows:

"12. No building, fence or structure of any kind shall be erected or altered on any lot until the plans therefor, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been approved in writing by Texlan, Inc., d/b/a DeCordova Bend Estates. In the event of disapproval of any such plans, specifications, materials, designs and/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 or things disapproved. The judgment of Texlan, Inc., d/b/a DeCordova Bend Estates, in this respect and the exercise on its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials and/or plot-plans is not mailed within thirty (30) days after same have been submitted, it will be presumed that same have been approved."

EXECUTED this 1st day of September, 1971.

TEXLAN, INC., d/b/a  
DeCORDOVA BEND ESTATES

ATTEST:

James A. McMullen III  
James A. McMullen III, Secretary

By R. W. Leonard  
R. W. Leonard, Vice-President

THE STATE OF TEXAS |  
COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. W. Leonard, Vice-President of TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES, 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 TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES, 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 1st day of September, 1971.

Notary Public  
Notary Public, Tarrant County, Texas

FIELD NOTES

Field Notes for dedication of DE CORDOVA BEND ESTATES UNIT XXIV, out of the G. W. LANG SURVEY, Abstract 328, Hood County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most Southerly corner of Lot 1, Block 1, De Cordova Bend Estates Phase I, as recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

THENCE with the previously dedicated R.O.W. of Thunderbird Trail, per Phase I, South 39 degrees 14 minutes East 55-0/10 feet to a point, said point being the beginning of a curve to the left having a radius of 184-53/100 feet;

THENCE with said curve to the left and in a Southwesterly direction around the arc 35-0/10 feet to a point;

THENCE South 33 degrees 26 minutes East 132-3/10 feet to a point in a fence, said point also being on the Survey Line common to the G. W. Lang and G. T. Walters Surveys, said point also being South 60 degrees 15 minutes West 165-9/10 feet from the most Southerly Southwest corner of Lot 1, Block 5, said De Cordova Bend Estates Phase I;

THENCE with said property line, as fenced, and survey line, South 59 degrees 44 minutes West 576-1/10 feet and South 61 degrees 15 minutes West 203-9/10 feet to a point at elevation 693 Brazos River Authority Datum on the shore of Lake Granbury;

THENCE Northerly and Easterly with the 693 contour approximately 1268 feet to a point, said point being South 72 degrees 54 minutes East 29-1/10 feet from the most Southerly corner of a private lake access area as dedicated in De Cordova Bend Estates, Volume 1, Page 9, P.R., H.C., T.;

THENCE North 72 degrees 54 minutes West 29-1/10 feet to the Southwest corner of said access area;

THENCE with the Southeast line of said access area North 50 degrees 55 minutes East 162-9/10 feet to the Northwest corner of Lot 1, Block 1, De Cordova Bend Estates Phase I;

THENCE with the West and Southwest lines of said Lot 1, South 25 degrees 02 minutes East 73-7/10 feet and South 69 degrees 40 minutes East 108-8/10 feet to the place of beginning.

SEMPCO, INC.  
JUNE 16, 1971

FILED FOR RECORD THE 15 DAY OF Sept 1971 AT 2:35 P.M.  
RECORDED THE 17 DAY OF Sept 1971 AT 8:30 A.M.  
BY: Drew Spew DEPUTY DRUCE PRICE, COUNTY CLERK  
HOOD COUNTY, TEXAS