

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

That TEXLAN, INC., d/b/a DeCORDOVA BEND ESTATES (herein-  
after referred to as 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 De-  
CORDOVA BEND ESTATES, UNIT XXVI, and being:

Lots 1107-R thru 1113-R, inclusive, being a revision  
of Lots 1107-1113, inclusive, DeCordova Bend Estates,  
Unit XVIII, and Lots 1383 and 1384, DeCORDOVA BEND  
ESTATES, UNIT XXVI, in the George W. Lang Survey,  
Abstract 328, and J. Dansby Survey, Abstract 150,  
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 1107-R  
thru 1113-R, inclusive, and Lots 1383 and 1384, DeCordova Bend Estates, Unit  
XXVI, 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 XXVI, 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 1107-R thru 1113-R, inclusive, being a revision of Lots 1107-  
1113; inclusive, DeCordova Bend Estates, Unit XVIII, and Lots 1383 and 1384,  
DeCordova Bend Estates, Unit XXVI, in the George W. Lang Survey, Abstract

DECLARATION OF COVENANTS AND RESTRICTIONS

THE STATE OF TEXAS : 09745
: KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HOOD :

WHEREAS, Marc B. Smith, Jr. and his wife Nancy W. Smith, (hereinafter collectively referred to as "Dedicator") is the owner of Lot 1384 of the DeCordova Bend Estates Addition in Hood County, Texas, according to the revised plat thereof recorded in Volume 173, Page 216, Deed Records, Hood County, Texas; and

WHEREAS, Dedicator desires to subdivide and plat said real property in installments from time to time, so as to orderly develop the same with areas for townhomes and has caused the above described property to be subdivided and platted as Club Cove Subdivision to DeCordova Bend Estates, an Addition in Hood County, Texas, as shown by the plat attached hereto; and

WHEREAS, Dedicator desires to create and carryout an orderly plan for development, improvement and use of all the lots in Club Cove Subdivision (hereinafter called "Lots"), 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 said lots; and

WHEREAS, said Dedicator plans to develop and have erected thereon townhomes, and it is the desire of said Dedicator to protect the common elements between each single-family lot, there being common party walls and common elements between the lots;

NOW THEREFORE, in order to protect the rights of each of the owners of all lots in said Club Cove Subdivision, Dedicator does hereby adopt and prescribe the following covenants, conditions and restrictions affecting all of the above described lots, it being the intention of the Dedicator herein to restrict further use of said property, these covenants to be binding on the undersigned as well as all subsequent owners, and shall be covenants running with the lots:

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. No lot shall be used except for residential purposes, and the structure on such lots shall be no higher than three story structures.

2. No lot shall be further subdivided without approval of Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in the Club Cove Subdivision so long as he shall hold title thereto.

3. Any structure built on such lots must be approved by the Dedicator.

4. No structure of a temporary character, trailer, basement, shack, garage, barn, abandoned or non-operative vehicles or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. The floor space of each living unit, exclusive of basements, open and screened porches and garages, shall not be less than 1,000 square feet of living area per unit.

7. No building shall be moved upon any lot or plot in said addition without the written consent of the Dedicator.

8. Each lot shall be served by sanitary sewer. No septic tank or other type of individual sanitary provisions or device for sewage disposal shall be installed or permitted to remain on the tract.

9. No animals, livestock, game or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; and such rubbish, trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved according to plat thereof recorded in the Deed Records of Hood County, Texas.

12. Enforcement of these covenants, reservations, and restrictions shall be by proceedings at law or in equity against any party, person or persons violating or attempting to violate any covenant, reservation, or restriction, either to restrain violation or to recover damages.

13. Grass, weeds and vegetation on each lot in this subdivision must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Dedicator may, at his option, or the Club Cove Homeowners Association, Inc. (hereinafter referred to as the "Association") may, in the discretion of its Board of Directors, have the grass, weeds, and vegetation cut when, and as often as necessary in their judgment and the owners of the property shall be obligated to reimburse Dedicator or the Association for the cost of such work.

14. Boats, campers, and trailers must be stored inside garages.

15. No building, fence, or structure of any kind shall be erected, placed or altered on any lot until the construction plans, specifications and plot-plan showing the location of the structure shall be approved in writing by the Dedicator as to quality, workmanship and materials, harmony or exterior design with existing structures, including exterior colors, and as to the location with respect to topography and finished grade elevation. Dedicator may transfer his right of approval to the Board of Directors of the Association. In the event of disapproval of any such plans, specifications, materials, design and/or plot-plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party who submitted 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 Dedicator, and/or its successors and assigns, 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.

16. There shall be no business or commercial improvements or structures of any nature in the development on the aforementioned lots, nor shall any kind of business enterprise be conducted on any lot.

17. No signs or billboards shall be permitted on any Lot except one sign, not to exceed two feet (2') square, may be used to advertise the sale or rental of the property.

18. All clotheslines or drying yards, garbage cans, equipment, coolers, woodpiles or storage piles shall be so located as not to be visible from any other Lot or any road or street.

19. All exterior television antennas shall be erected, placed or maintained on the rear half of the roof line.

20. No radio transmitting device shall be allowed on any lot and no exposed or exterior radio antenna shall be erected, placed or maintained.

21. Nothing shall be done on any Lot which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance. No waste shall be committed on any Lot.

## ARTICLE II.

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every person or other entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration of Covenants and Restrictions shall be deemed to have a membership in the Club Cove Homeowners Association, Inc. (hereinafter referred to as the "Association"). The foregoing is not intended to include those holding an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

2. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

## ARTICLE III

### ASSESSMENTS

1. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of Lots, including the maintenance of real property, all as may be more specifically authorized

from time to time by the Board of Directors of the Association.

2. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments or charges; and (b) specific assessments against any particular Lot which are established pursuant to the terms hereof, including, but not limited to, reasonable fines as may be imposed in accordance with the terms hereof. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the owner of the Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors of the Association.

3. All sums assessed against any Lot pursuant to the terms hereof, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Dedicator duly recorded in the land records of Hood County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration of Restrictions and Covenants shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens or assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

4. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any

other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owner, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action nor perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

5. The general assessment provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration as of the first day of the month following the conveyance of the first Lot by the Dedicator to a person other than Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provided.

6. After the commencement of assessment payments as to any Lot, Dedicator, on behalf of himself and his successors and assigns covenants and agrees to pay the full amount of the assessments provided herein for each Lot he owns containing an occupied residence; provided, however, each Lot owned by Dedicator which does not contain an occupied residence shall not be subject to any assessment provided for herein.

7. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including any expense for which the Board has not previously exercised its authority under this Section. This Board may specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all lots, but which do not provide an equal benefit to all Lots,

may be assessed equitably among all Lots according to the benefit received.

ARTICLE IV

MAINTENANCE

1. The Association shall maintain and keep in good repair the real and personal property and easements and improvements thereon (hereinafter referred to as the "Common Property") now or hereafter owned by the Association for the common use and benefit of the Lot owners. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Club Cove Subdivision.

In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Lot owners.

ARTICLE V.

EASEMENTS

1. The Dedicator, so long as he shall retain record title to any Lot, reserves the right and easement to the use of any portion thereof, as may be needed for construction on the Lots, including the right to locate, construct and maintain or cause to be erected, located, constructed or maintained, but only in those areas indicated on the plat as easements, sewer and other pipeline conduits and appurtenances thereto, telephone or electrical poles and wires, and any other method of conducting or performing any utility or utility-type function above or below the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

2. Every owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guest, and invitees;

(b) the right of the Association to suspend the voting rights of a Lot owner and the right of an Owner to use the recreational facilities on the Common Property, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of

Dedicator, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed.

(d) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by more than fifty percent of the Lot Owners present, or represented by proxy, at a meeting duly called for such purpose.

3. Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot.

#### ARTICLE VI.

#### OBLIGATION OF OWNER

1. Each Lot Owner shall at his expense keep any buildings and other improvements in good repair and condition and in a clean and sanitary condition and shall do all redecorating, painting and varnishing which may from time to time be necessary to maintain the good appearance and condition thereof. Each Owner shall maintain and care for all trees, plants or foliage on his Lot and otherwise keep his Lot in conformity to its condition when new.

2. Common party walls are hereby permitted to be erected between each of the herein-described Lots.

3. Each common party wall contemplated by these restrictive covenants shall be at least the thickness of one (1) 2 x 6 stud and two (2) pieces of 5/8" sheetrock, and each side (on each side of the division line) shall be constructed of one (1) piece of 5/8" sheetrock, nailed to a 2 x 4 stud. The common party wall, whether original or restored, and any extension or addition to the wall, shall be built in a good, substantial and workmanlike manner in strict conformity to the laws, ordinances and regulations of DeCordova Bend Estates and Hood County, Texas, regulating the construction of buildings, as the same are in force at the time of construction.

4. For the purposes of erecting, extending or repairing the common party wall, as may be herein provided, each owner of the lot having a common party wall is licensed by the other owner to enter on the other owner's premises to make necessary excavations or to do other work necessary to exercise the rights provided herein at reasonable times and with prior notice to the owner owning the adjoining lot.

5. The expense of the construction of the common party wall shall be borne solely by the owners of each of the lots described herein, and the adjoining owners of the lots herein having common party walls shall indemnify each other from any cost, expense or liability by reason of the original cost and construction of the common party walls; provided, however, that in the event the owner of one lot constructs a private residence on one of the lots and the adjoining owner of a lot herein desires to use the existing wall as herein permitted, the constructing owner of the lot shall thereupon pay to the existing owner of the lot with improvements therein and existing common party wall, his heirs or assigns, fifty (50%) percent of the cost of the

erection of the wall, or of such portion thereof used by the constructing owner of the lot.

6. In the event improvements constructed on adjoining lots having common party walls are constructed at different times, each owner of adjoining lots having common party walls shall have the full right to use the wall to support joists, crossbeams, studs and other structural members as required on the erection of the improvements, the latter of which are to be constructed; however, that such use by the latter of the two owners of construct improvements on said lots shall not injure the adjoining improvements and shall not impair the party wall benefits and support to which the adjoining improvements are entitled.

7. Either owner to adjoining lots having common party walls shall have the right to extend the common party wall horizontally or vertically and to make such extension of a greater thickness than the original wall or extension thereof already built, provided, however, that such added thickness shall not be placed on the lot of the adjoining owners, without the adjoining owner's consent in writing, and that such additions shall not injure the adjoining improvements and shall not impair the party wall benefits and support to which the adjoining improvements are entitled. In the event that the common party wall is extended as herein provided, either party shall have the right to use the common party wall for any proper uses for which such extension may be made to the full extent of the length and height thereof in the same manner that such owner is entitled under the provisions of these restrictive covenants to use in the common party wall as originally constructed, provided that such owner pays to the other owner, his heirs or assigns, fifty (50%) percent of the cost of the extension of portion thereof used by a common party wall.

8. In the event it shall become necessary to repair or rebuild the common party wall between any of the lots described herein, or any portion thereof as constructed or extended, the cost of such repairing or rebuilding as to such portions of the common party wall at the time used by both owners shall be borne in equal shares, and as to any remaining portions, shall be wholly borne by the owner who shall exclusively use that portion. Should either owners to lots having common party walls desire to replace the improvements on each owner's respective lots with new improvements, that owner shall have the privilege of cutting into the common party wall to re-erect and install the necessary posts, columns and supports for the new improvements. Such owner shall have the further privilege to enter on the property of the adjoining owner and construct thereon the necessary footing for such posts, columns and supports insofar as it may be necessary to place the footing on the property of the other owner, and insofar as footing may be constructed without injury to the property of the adjoining owner.

9. Owners owning lots having common party walls shall not make or provide openings in the common party wall of any nature whatsoever, without the consent in writing of the adjoining owner. In the event such consent is given and such openings are made, the openings shall be subject to the right of the consenting owner, his heirs or assigns, to close up such openings at any time that he may desire to use any portion of the common party wall, and no easements shall be created by reason of such openings, either for access to and fro or for light and air.

10. Each of the common party walls provided in this subdivision shall be maintained and kept in repair at all times by, and at the joint expense of, the adjoining owners having common party walls.

11. In the event any common party wall shall be destroyed or damaged by the default, negligence or other act or omission of one of the owners having a right to interest in a common party wall, such owner shall rebuild or repair the common party wall and shall compensate the other adjoining owner to the common party wall for any damages to the property of the adjoining owner.

12. In the event any portion of the improvements on any one lot in the Club Cove Subdivision encroaches upon the abutting lot, or any easement, as the result of the construction, reconstruction, repair, shifting, settling or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists. Lots shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movements of buildings or minor inaccuracies in construction, which easements shall continue until encroachments no longer exist. If any of the improvements on any lots should be destroyed by a disaster and then rebuilt, encroachments due to reconstruction shall be permitted and a valid easement for such encroachment shall exist.

13. Any lease between an owner of a lot and a lessee shall be required to provide that the terms of the lease shall be subject, in all respects, to the provisions of these restrictive covenants, and the restrictive covenants of DeCordova Bend Estates and that any failure of the lessee to comply with the terms of the provisions and conditions of those restrictive covenants shall be a default under the terms of the lease. All leases shall be required to be in writing. Other than the foregoing, there shall be no restrictions on the right of any lot owner to lease the improvements on this lot.

14. In the event the common party wall, at any time while in use by both adjoining owners having a common party wall as aforesaid, is injured by any cause other than the act or omission of either owner having a common party wall, the common party wall shall be repaired or rebuilt at the joint expense, provided that any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration of the common party wall.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants, all of which not so affected shall remain in full force and effect.

The Dedicators herein, or their assigns, shall have the right to sell, assign, transfer or convey to any person, firm or corporation, any or all of the rights, reservations, reversions, easements and privileges herein stated, or those that may be placed in the deed or deeds of conveyance of such rights; such grantees, as well as all successive grantees, may assign such rights.

These covenants, reservations and restrictions shall run with and bind the land for a term of twenty (20) years from the date these restrictive covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These restrictive covenants may be amended during the first twenty-year period

by an instrument signed by not less than seventy five (75%) percent of the lot owners, and thereafter by an instrument signed by not less than a majority fifty (50% plus one vote) percent of the lot owners. Any amendment must be recorded.

Enforcement of these covenants, reservations and restrictions shall be by proceedings at law or in equity against any party, person or persons violating or attempting to violate any covenant, reservation or restriction, either to restrain violation or to recover damages.

EXECUTED AT FORT WORTH, TEXAS, THIS 15<sup>th</sup> day of August, A.D., 1986.

Dedicator:

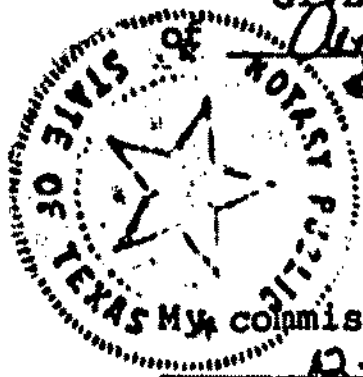
Marc B. Smith, Jr.  
MARC B. SMITH, JR.

Nancy W. Smith  
NANCY W. SMITH

THE STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, the undersigned authority on this day personally appeared Marc B. Smith, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of August, 1986.



Judy Reed  
Notary Public in and for  
the State of Texas  
Judy Reed  
Typed/Printed Name of Notary

THE STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, the undersigned authority on this day personally appeared Nancy W. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of August, 1986.



Judy Reed  
Notary Public in and for  
the State of Texas  
Judy Reed  
Typed/Printed Name of Notary

My commission expires:  
12-15-88

RATIFICATION BY LIENHOLDER:

The Texas American Bank - Fort Worth, the owner and holder of liens affecting the lots herein described, does hereby ratify, and agree to the foregoing restrictions and covenants.



TEXAS AMERICAN BANK-FORT WORTH

BY: John C. Hove

ATTEST: Paula M. Gee

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared John C. Hove of the TEXAS AMERICAN BANK - FORT WORTH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of August, 1986.



Trisha Cox

Notary Public in and for the State of Texas TRISHA COX, Notary Public State of Texas

Typed/Printed Name of Notary

My commission expires: 8-10-89

FILED FOR RECORD AT 2:00 P.M.

SEP 08 1986

Wynneville Uhlir  
Clerk County Court, Hood County, TX.

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 on 9-9-86 in the Volume and Page of the real RECORDS of Hood County, Texas, as stamped hereon by me.



Wynneville Uhlir

County Clerk, Hood County, Texas

Please return to:

Mr. Marc B. Smith Jr.  
c/o Sempco, Inc.  
3208 South Main St.  
Ft. Worth, Texas 76110

328, and J. Dansby Survey, Abstract 150, 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.

#### EASEMENTS

Easements designated on said plat as Country Club Drive, Crescent Drive, Brazos Drive and Agua Court, hereinafter referred to as "Private Ways" are 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 are reserved as private ways, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself, its successors and assigns, the right to convey said easements 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>
1107-R thru 1113-R, inclusive	1,200	Single Family
Lot 1383	600 per unit	Multi Family Housing
Lot 1384	600 per unit	Multi Family Housing

2. That Lot 1383 shall have ingress and egress at any point on the Northwest by the road and parking area which serves the Marina.

3. That regarding Lot 1383 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."

4. That regarding Lot 1383 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 the 6<sup>th</sup> 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, 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 6<sup>th</sup> day of September, 1971.

Betty Ann Lewis  
Notary Public, Tarrant County, Texas

FIELD NOTES

Field notes for dedication of Lots 1107-R through 1113-R, inclusive, being a revision of Lots 1107 - 1113, inclusive, DE CORDOVA BEND ESTATES, UNIT EIGHTEEN, in the G. W. Lang Survey, Abstract 328, and Lots 1383 and 1384, DE CORDOVA BEND ESTATES, UNIT TWENTY SIX, in the J. Dansby Survey, Abstract 150, all in Hood County, Texas, and being more particularly described in three sections by metes and bounds as follows:

(Section One being Lots 1107-R through 1113-R; Section Two being Lot 1383; and Section Three being Lot 1384.)

SECTION ONE

BEGINNING at a steel rod at elevation 693 Brazos River Authority Datum in the shore line of Lake Granbury, said rod also being at the Southwest corner of Lot 1106, De Cordova Bend Estates, Unit Eighteen, Hood County, Texas, according to the plat recorded in Volume 1, Page 66, Plat Records of Hood County, Texas;

THENCE in a Southwesterly direction along the meanders of said elevation 693 and with the shore line of Lake Granbury 778-0/10 feet to a steel rod at the Southeast corner of Lot 1114-R, De Cordova Bend Estates, Unit Twenty One, Hood County, Texas, according to the plat recorded in Volume 1, Page 77, Plat Records of Hood County, Texas;

THENCE with the East line of said lot 1114-R, North 1 degree 13 minutes West 62-7/10 feet and North 22 degrees 47 minutes East 132-0/10 feet to a steel rod at the Northeast corner of said Lot 1114-R, said rod also being in the curved South right-of-way line of Agua Court, as now dedicated, said curve being to the left and having a radius of 50-0/10 feet;

THENCE with the South and East right-of-way line of Agua Court, in a Northeasterly direction around the arc of said curve 120-68/100 feet to a steel rod at the end of said curve and the beginning of another curve to the right having a radius of 25-0/10 feet, and in a Northerly direction around the arc of said curve 21-0/10 feet to a steel rod at the end of said curve, and North 22 degrees 47 minutes East 78-55/100 feet to a steel rod at the Southeast corner of the intersection of said Agua Court and Brazos Drive, as now dedicated;

THENCE with the South and Southeast right-of-way line of Brazos Drive, in an Easterly direction around the arc of a curve to the left having a radius of 183-86/100 feet, a distance of 213-72/100 feet to a steel rod at the end of said curve, and North 37 degrees 25 minutes East 100-0/10 feet to a steel rod at the beginning of a curve to the right having a radius of 1151-16/100 feet, and in a Northeasterly direction around the arc of said curve 100-2/10 feet to a steel rod at the Northwest corner of said Lot 1106, De Cordova Bend Estates, Unit Eighteen;

THENCE with the West line of said Lot 1106, South 47 degrees 35 minutes East 237-1/10 feet to the place of beginning.

SECTION TWO

BEGINNING at a steel rod in the South right-of-way line of Country Club Drive, as now dedicated, said rod also being at the Northwest corner of

Lot 674, De Cordova Bend Estates, according to the plat recorded in the Condominium Records of Hood County, Texas;

THENCE with the West line of said Lot 674, South 24 degrees 14 minutes West 180-38/100 feet to a steel rod at the Southwest corner of said Lot 674, said rod also being at elevation 693 Brazos River Authority Datum in the shore line of Lake Granbury;

THENCE along the meanders of said elevation 693 and with the shore line of Lake Granbury, North 69 degrees 51 minutes West 204-9/10 feet to a steel rod, and North 73 degrees 44 minutes West 253-1/10 feet to a steel rod;

THENCE, departing from said elevation 693 and the shore line of Lake Granbury, North 20 degrees 10 minutes East 362-3/10 feet to a steel rod in the Southwest right-of-way line of Country Club Drive and at the beginning of a curve to the left having a radius of 288-12/100 feet;

THENCE with said right-of-way line in a Southeasterly direction around the arc of said curve 286-38/100 feet to a steel rod at the end of said curve, and South 65 degrees 41 minutes East 239-2/10 feet to the place of beginning.

SECTION THREE

BEGINNING at a steel rod at the Southwest corner of the intersection of Country Club Drive and Crescent Drive, as now dedicated;

THENCE with the Southwest right-of-way line of Crescent Drive, South 31 degrees 51 minutes East 220-2/10 feet to a steel rod;

THENCE, departing from said right-of-way line, South 54 degrees 25 minutes West 77-4/10 feet to a steel rod at elevation 693 Brazos River Authority Datum in the shore line of Lake Granbury;

THENCE along the meanders of said elevation 693 and with the shore line of Lake Granbury, South 70 degrees 59 minutes West 155-0/10 feet to a steel rod at the Southeast corner of Lot 674, De Cordova Bend Estates, according to the plat recorded in the Condominium Records of Hood County, Texas;

THENCE with the East line of said Lot 674, North 29 degrees 24 minutes West 177-88/100 feet to a steel rod at the Northeast corner of said Lot 674, said rod also being in the South right-of-way line of Country Club Drive;

THENCE with said right-of-way line North 60 degrees 25 minutes East 10-86/100 feet to a steel rod at the beginning of a curve to the left having a radius of 1023-10/100 feet, and in a Northeasterly direction around the arc of said curve 205-35/100 feet to a steel rod at the end of said curve, and North 48 degrees 55 minutes East 5-5/10 feet to the place of beginning.

6-12-71

*Louis M. Hawkins*

R.P.S. No. 196

Sheet 2 of 2

FILED FOR RECORD THE 15 DAY OF Sept 1971 AT 2:25 P M.  
RECORDED THE 17 DAY OF Sept 1971 AT 8:30 A M.

*Dee Speer*

DEPUTY

BRUCE PRICE, COUNTY CLERK  
HOOD COUNTY, TEXAS