

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 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 tracts into lots and blocks as shown thereon, the same to be
known as "DeCORDOVA BEND ESTATES, PHASE I."

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 family residences, areas for condominiums,
areas for apartments, areas for commercial development, areas for marinas,
and areas for recreational uses, with their allied facilities, and has caused
the above described portion to be subdivided and platted as DeCORDOVA BEND
ESTATES, PHASE I, an Addition in Hood County, Texas, as shown by the
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, PHASE I, 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:

NOW, THEREFORE, TEXLAN, INC., d/b/a DeCORDOVA BEND
ESTATES, declares that the above described property designated as DeCORDOVA
BEND ESTATES, PHASE I, 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 "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.

Easements designated as "Private Lake Access Easements" are reserved for the exclusive use of the designated lots adjoining such easements to provide ingress and egress to DeCordova Bend Reservoir.

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

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

2. All advertising signs are prohibited without written consent of Dedicator.

No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.

4. No buildings, fence or structure of any kind shall be located on any lot nearer to the front lot line than 25 feet; provided, such setback may be waived by Dedicator as to individual lots where deemed by Dedicator appropriate because of the terrain of such lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building. Lots shall "front" on the adjoining private way; corner lots shall be deemed to "front" on the way adjoining the shortest lot line. No part of any structure shall be erected or maintained closer than 7 feet to any side lot line.

5. No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any garage and/or covered boat house shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. All exterior improvements shall be completed within six (6) months from the beginning of construction, unless prevented by war, strikes or acts of God.

6. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the Brazos River Authority and governmental authorities having jurisdiction, and no "outside" or surface

toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities shall be completely installed and functioning before the residence is occupied.

7. The pumping of water from DeCordova Bend Reservoir is prohibited except by special permit, in writing, granted by the Brazos River Authority. All docks and boat houses shall comply with any Brazos River Authority regulations.

8. No water wells shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lots, but nothing herein contained shall be construed as prohibiting DeCordova Bend Estates, its successors, assigns, or nominees, from drilling and equipping a well or wells on any property located in or near the Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.

9. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any residential lot, excepting dogs, cats or other household pets not kept for commercial purposes.

10. Use of firearms on the premises is prohibited except in areas that may be designated for such purpose by DeCordova Bend Estates.

11. The lot shall be kept clean and free of trash, garbage, and debris at all times, and fires must be contained in a safe enclosure.

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 Dedicator, its successors and assigns, which right of approval may be transferred to an architectural committee of The Association. 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 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.

13. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood in which said lot is located.

14. No sale, transfer, lease or other disposition of any lot subject hereto shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of The Association, its successors or assigns, and hereinafter referred to in Paragraph 15. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of an attempted transfer to other than a member of The Association in violation of these covenants and restrictions or a transfer of title by virtue of foreclosure, probate of Will or intestate succession, DeCordova Bend Estates, its successors or assigns, shall have an absolute right and option to purchase said lot from the violating owner or any such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms of any good faith offer to purchase acceptable to such owner or transferee.

15. Upon acceptance of an application for membership in DeCordova Bend Estates Owners Association, Inc. and the simultaneous execution of a sales contract or the acceptance of a Deed, each purchaser shall become a member of DeCordova Bend Estates Owner Association, Inc. (herein referred

to as "The Association"), a non-profit corporation organized for the purpose of providing the members with clubhouse and private recreation facilities and to establish and maintain parks, ways, lanes, golf course, marine facilities, security protection, and other services for the common benefit of its members, including purchasers of lots from Dedicator, its successors and assigns. Said membership shall be conditioned upon observance of the rules and regulations established by The Association for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as The Association shall find necessary for the maintenance of the club facilities and services, including but not limited to the maintenance of lanes, ways, parks, golf course, marine facilities and any other services and benefits which The Association may provide for the benefit of the lots, facilities, and members. 75 per cent of the voting stock of The Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the bylaws of The Association.

16. By the acceptance and retention of title to any lot in the DeCordova Bend Estates, Phase I, each Grantee, his heirs and assigns, who is or becomes a member of The Association does hereby covenant and agree that The Association, its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed and understood 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 The Association.

17. If, notwithstanding the requirement of membership in The Association, its successors or assigns, as a condition to the acquisition of title to

any lot or lots in said Subdivision, title to any of said lots shall in some manner be acquired by a party who has not been approved for membership in The Association referred to in Paragraph 15 hereof, or if any lot owner shall cease to be a member of The Association, then, nevertheless, said lot owner, on behalf of himself, his heirs or assigns, does hereby covenant and agree that he will bear and pay such portion of the specific expenses required and expended by The Association, its successors and assigns, solely for the maintenance of the facilities and services, including but not limited to the maintenance of lanes, roads, parks, golf courses and marine facilities, and the furnishing of security protection and the other services that he would otherwise be required to pay if he were then in fact a member of such Association and as determined by the accountant for such Association. Further, by the acceptance and retention of title to any lot or lots, each Grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that The Association, its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. Unimproved lots owned by Dedicator or by a corporation or other entity with substantially the same ownership and control as Dedicator shall not be subject to such assessment.

18. Dedicator covenants that it will construct and complete the recreational facilities as follows: nine-hole golf course, club house, swimming pool, marina with boat launching ramp, tennis courts and playground area.

19. Beginning January 1, 1970, each purchaser of a lot from Dedicator, its successors and assigns, shall be assessed the sum of \$12.50 per month for the maintenance and operations of The Association's services and facilities, and Dedicator shall pay all other sums incurred by The Association for the construction, development, and operation of its facilities and services. Such assessments shall continue until Dedicator has transferred the voting rights in

the stock to the membership at large; thereafter, such assessment shall be determined by The Association in accordance with its bylaws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by The Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

20. There shall not be erected or permitted to remain on any lot a 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 the minimum number of square feet as set out for the respective lots as follows:

<u>Lot</u>	<u>Block</u>	<u>Minimum Square Feet</u>
2 to 44, both inclusive	1	1,200
7, 8, 9 and 10	2	1,200
8 and 9	3	1,200
4 to 9, both inclusive	4	1,200
9 to 17, both inclusive	6	1,200
5, 6, 11, 12, 13, 14	2	1,000
6, 7, 10 and 11	3	1,000
2, 3, 10, 11, 12	4	1,000
1, 2, 3, and 4	2	800
15, 16, 17 and 18	2	800
1 to 5, both inclusive	3	800
12 to 18, both inclusive	3	800
1, and 13 to 18, both inclusive	4	800

21. Notwithstanding anything to the contrary contained herein, the DeCORDOVA BEND ESTATES, its successors and assigns, reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots, together with the further right to dedicate and/or use such lots in said Subdivision as they may deem necessary or desirable for the use or benefit of property owners and Association members.

22. These restrictions, covenants, and conditions may be enforced by Dedicator herein or by the owner of any lot in DeCORDOVA BEND ESTATES.

PHASE I, either by proceedings for injunction or to recover damages for breach thereof, or both. However, only The Association heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mentioned in Paragraphs 16 and 17 of these restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, with said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

23. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of such restrictions, covenants, and conditions and filed in the Deed Records of Hood County, Texas. after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners of lots covered hereby has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

24. If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or Court order, it shall not affect the validity of any other provision or portion thereof.

EXECUTED this the 23rd day of May, 1969.

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

By _____
President

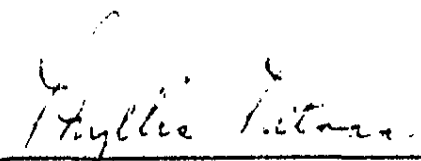
ATTEST:

Edward H. Davis
Secretary

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 23rd day of May, 1969.



Notary Public in and for
Tarrant County, Texas

EXHIBIT "A"

FIELD NOTES FOR DEDICATION

A tract of land out of the G. L. Lang Survey, Abstract No. 328, Hood County, Texas, being a part of the tract conveyed to E. Y. Brown by deed recorded in Volume R, Page 252, Deed Records of Hood County, Texas, and being more particularly described as follows:

BEGINNING at a point in the G. L. Lang Survey, said point being S 85° 14' W, 570.2 feet from the southeast corner of said survey;

THENCE with the following courses and distances, S 76° 12' W, 60.0 feet; N 13° 48' W, 45.4 feet; S 79° 10' W, 155.0 feet; S 50° 55' W, 192.9 feet to a point at Elevation 693 (Brazos River Authority Datum), a point on the boundary of the de Cordova Bend Reservoir;

THENCE with the meanders of said boundary line, the same being the Elevation 693 contour line, northwesterly, southwesterly, northwesterly, westerly, northwesterly, northerly, northeasterly, southeasterly, northerly, and northeasterly to the northeast corner of a lot to be known as Lot 9, Block 6, de Cordova Bend Estates;

THENCE S 17° 15' E with the east line of said lot 186.0 feet to a point on a curve whose center bears S 17° 01' W, 403.21 feet;

THENCE southeasterly with said curve through a central angle of 7° 16', 160.0 feet to the end of said curve;

THENCE S 69° 45' E, 50.0 feet to the beginning of a curve whose center bears S 20° 15' W, 379.91 feet;

THENCE southeasterly with said curve, through a central angle of 39° 19', 260.7 feet to the end of said curve;

THENCE S 30° 26' E, 121.9 feet;

THENCE N 63° 24' E, 220.9 feet to a point in a curve whose center bears N 54° 19' E, 435.86 feet;

THENCE northwesterly with said curve, through a central angle of 22° 42', 172.7 feet to the end of said curve;

THENCE N 77° 01' E, 60.0 feet to the beginning of a curve whose center bears N 77° 01' E, 375.86 feet;

THENCE southeasterly with said curve, through a central angle of 52° 28', 344.2 feet to the end of said curve;

THENCE S 65° 27' E, 302.4 feet to the beginning of a curve whose center bears S 24° 33' W, 526.57 feet;

THENCE southeasterly with said curve, through a central angle of 33° 37', 308.9 feet to the end of said curve;

THENCE S 31° 50' E, 313.3 feet to the beginning of a curve whose center bears S 58° 10' W, 482.97 feet;

THENCE southerly with said curve, through a central angle of 34° 21', 289.6 feet to the end of said curve;

THENCE S 2° 31' W, 115.7 feet to the beginning of a curve whose center bears S 87° 29' E, 667.54 feet;

THENCE southeasterly with said curve, through a central angle of 16° 19', 190.1 feet to the end of said curve;

THENCE S 13° 48' E, 115.4 feet to the place of beginning.

FILED FOR RECORD THIS 23 DAY OF May 1969 AT 3:25 P.M.
RECORDED THIS 26 DAY OF May 1969, AT 9:25 P.M.
BY: *Bruce Price* COUNTY CLERK,
HOOD COUNTY, TEXAS