

09244  
CORRECTION  
AMENDMENTS TO  
COVENANTS, RESTRICTIONS AND EASEMENTS

1597 0430  
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This correction document is made in the place of and to correct the document entitled, "AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS" (hereinafter referred to as the "Amendment") executed by John Tibbs, President of the DeCordova Bend Estates Owner's Association, Inc. on behalf of DeCordova Bend Estates Owner's Association, Inc. on May 23, 1994 and recorded in Volume 1428, Pages 527 - 573 of the Real Records of Hood County, Texas. By mistake, Exhibit "A", which is the legal description for the DeCordova Bend Estates subdivision, Exhibit "B", which is a list of all units in the DeCordova Bend Estates subdivision which were platted and filed subsequent to Unit 1 and which are incumbered by the restrictions for Unit 1, and Exhibit "C", which is a list of all of the plats for Unit 1 through 27 that have been filed in the plat records of Hood County, Texas, were inadvertently not attached to the Amendment when it was recorded. This correction document is made by DeCordova Bend Estates Owner's Association, Inc., the original signatory to the Amendment, to correct said mistakes and is effective retroactive to May 23, 1994 notwithstanding the provision in the next to last paragraph of this Amendment which provides this instrument shall be effective as of the date it shall be filed in the Real Property Records of Hood County, Texas, and in all other respect confirms the Amendment.

THE STATE OF TEXAS §  
  §  
COUNTY OF HOOD §

KNOW ALL MEN BY THESE PRESENTS:

THAT the owners of a majority of the lots located within the DECORDOVA BEND ESTATES SUBDIVISION (hereinafter the " Subdivision"), consisting of several tracts of real property located in Hood County, Texas, as more completely described in Exhibit " A" attached hereto and made a part hereof for all purposes, desire to adopt the following Amendment to Covenants, Restrictions and Easements, and agreements as binding upon the Subdivision.

WHEREAS, Texlan, Inc., d/b/a/ DeCordova Bend Estates (hereinafter referred to as "Dedicator"), caused to be filed certain Master Covenants, Restrictions and Easements in Deed Book 150, Page 303, of the Real Property Records of Hood County, Texas (the "Master Restrictions"), affecting and encumbering the Subdivision; and

WHEREAS, Dedicator caused to be filed amendments to the Master Restrictions which annexed certain tracts of real property into the Subdivision and caused such tracts to be encumbered by the Master Restrictions as amended, a list of such amendments are attached hereto as Exhibit "B" (collectively, the Master Restrictions and amendments are hereinafter referred to as the "Original Restrictions"); and

WHEREAS, Dedicator caused to be filed certain plats (the "Plats") of the Subdivision, describing certain lots (individually hereinafter referred to as a "Lot" and collectively referred to as the "Lots"), being delineated on the Plats as Units numbered one (1) through twenty-seven (27), the Plats being recorded in the Plat Records of Hood County as shown on Exhibit "IC" attached hereto; and

WHEREAS, the original term of the Original Restrictions were to run for a period of twenty-five (25) years from the date the Master Restrictions were filed of public record, which term expires on May 23, 1994, at which time the Original Restrictions were subject to being amended, in whole or in part, if a majority of the Lot owners within the Subdivision so determined; and

WHEREAS, a majority of the Lot owners within the Subdivision have determined, as evidenced by executing this Amendment to amend the Original Restrictions in accordance with the provisions of the Master Restrictions, as provided herein, and have caused DeCordova Bend Estates Owners Association, Inc. (the "Association"), to have this Amendment to the Original Restrictions to be executed and recorded of public record,

NOW, THEREFORE, the owners of Lots within the Subdivision, hereby cause this Amendment, and the charges and liens to be recorded, which shall be and are hereby made to run with the land comprising the Subdivision.

### EASEMENTS

Easements designated on the Plats as "Private Ways" are to provide the Association, its successors and assigns, and the owners of the various Lots 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. The easements are to be retained by the Association for the benefit of the Lots 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 the 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 easements 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 Volume 149, Page 345, Deed Records, Hood County, Texas.

The Association reserves to itself, its successors and assigns, the easements 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 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 (1) detached single-family dwelling with a private garage, appropriate outbuildings, boat houses, and servant's house for use of bona fide servants. The Association, in accordance with its By-Laws, shall have the right to convert the use of Association-owned Lots as determined by the Association to be used for the benefit of the members. No soil or trees shall be removed for any commercial use.
2. All advertising signs are prohibited without written consent of the Association.
3. No Lot shall be subdivided without approval of the Association; however, the Association expressly reserves the right to subdivide any Lot so long as it shall hold title thereto.
4. No building, 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 the Association as to individual Lots where deemed by the Association 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.

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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 Lots 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 the Association, 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 Lot or property in said Subdivision or in any addition thereto.
9. No animals, livestock, or poultry of any kind shall be raised, bred, bordered or kept on any Lot, excepting dogs, cats, or other household pets not kept for commercial purposes.
10. Use of firearms on any Lot is prohibited except in areas that may be designated for such purpose by the Association.
11. The Lots shall be kept clean and free of trash, garbage, and debris at all times, and fires must be contained in a safe enclosure. The Association shall promulgate such rules and regulations concerning the appearance of the Lots as it shall deem necessary to protect the value and overall appearance of the Lots within the Subdivision.
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 the Association; 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 delivered 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 therefore, but need not contain suggestions as to methods to cure any matters or things disapproved. The judgment of the Association, and/or its successors and assigns, in this respect and the exercise of its discretion shall be final and conclusive. If the 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. The Association shall have the right to determine, from time to time, the amount of and to collect reasonable fees for the services associated with the maintenance, administration

and review of building plans and specifications as provided in this section.

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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 of 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 a Lot in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of Lot 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 this Amendment or a transfer of title by virtue of foreclosure, probate of Will or intestate succession, the Association, 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 the Association, and the simultaneous execution of a sales contract or the acceptance of a Deed, each purchaser shall become a member of the Association, a nonprofit corporation organized for the purpose of providing the members with a Clubhouse and private recreational facilities and to establish and maintain parks, ways, lanes, easements, golf course, marina facilities, (collectively, the "Facilities"), security protection, and other services for the common benefit of its members, including purchasers of Lots. 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, marina facilities, and any other services and benefit of the Lots, facilities, and members. The Association, in accordance with its By-Laws, shall promulgate such rules and regulations prescribing the standards of conduct within the Subdivision. The Association shall have the right to enforce such rules and regulations by levying fines on owners in violation of such rules and regulations and placing liens on the Lots of owners who fail to promptly pay such fines.
16. By the acceptance and retention of title to any Lot in the Subdivision, 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 attorneys, fees incurred in connection with the collection 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 requirements of membership in the Association, its successors or assigns, as a condition to the acquisition of title to any Lot or Lots in the 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 or herself, his or her heirs or assigns, does hereby covenant and agree that he or she will bear and pay such portion of the specific expenses, costs and amounts required and expended by the Association, its successors and assigns, solely for the maintenance,

construction or repair of the Facilities and the providing of services for the members, 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 or she would otherwise be required to pay if he or she were then in fact a member of the Association and as determined by accountant for the Association. Further, by the acceptance and retention of title to any Lot or Lots, each Grantee, on behalf of himself or herself, his or her 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, costs and amounts, including court costs and reasonable attorneys' 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. Intentionally Deleted.

19. The Association, in accordance with its Bylaws, shall determine amounts to be assessed and collected as dues, on a monthly basis, from each Lot owner, for the maintenance, construction, and repair of the Facilities, and the operation of the Association's services for the benefit of the members. 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 interior walls and exclusive of attached garage, open porches, patios, or other similar appendages) of less than 1,500 square feet for detached single-family dwellings, or 1,000 square feet for condominium units and duplex units as currently filed in the Deed Records of Hood County, Texas.

21. Intentionally Deleted.

22. This Amendment may be enforced by the Association or by the owner of any Lot in the Subdivision, either by proceedings for injunctions or to recover damages for breach thereof, or both. However, only the Association, its successors or assigns may file suit to collect any of the charges and expenses mentioned in Paragraphs 16 and 17 of this Amendment, or 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. The 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 ten (10) years from the date this Amendment is filed in the Deed Records of Hood County, Texas. This Amendment shall be automatically extended for successive periods of ten (10) years from the filing date unless an instrument signed by a majority of the Lot owners covered hereby, agreeing to a change in this Amendment, in whole or in part. Neither the Dedicator nor the Association shall be entitled to sign an instrument to amend or change this amendment, in whole or in part. Nor shall any of the Lots owned by the Dedicator or the Association be included in the calculation to determine if a majority of the Lot owners have signed said instrument.

24. If any portion of this Amendment shall be declared invalid by judgment or court order, it shall not affect the validity of any other provision or portion thereof. This Amendment shall be deemed to replace the Original Restrictions and the Master Restrictions in all respects and for all purposes.

25. Any structure existing as of the date this Amendment has been recorded for public record shall not be deemed in violation of the provisions hereof; provided, however, should any such structure be damaged or

destroyed, or substantial improvements be made thereto, such structure shall thereafter be brought into full compliance with the terms and conditions of this Amendment.

This Amendment shall be deemed effective as of the date it shall be filed in the Real Property Records of Hood County, Texas.

EXECUTED by the President of THE DECORDOVA BEND ESTATES OWNERS ASSOCIATION, INC., and be each of the Lot owners shown on the attached execution pages, which Lot owners comprise a majority of the Lot owners with in the Subdivision.

THE DECORDOVA BEND ESTATES  
OWNERS ASSOCIATION, INC.

By: Mc Carter Middlebrook  
President

Mc CARTER MIDDLEBROOK  
Print Name

STATE OF TEXAS §

COUNTY OF HOOD §

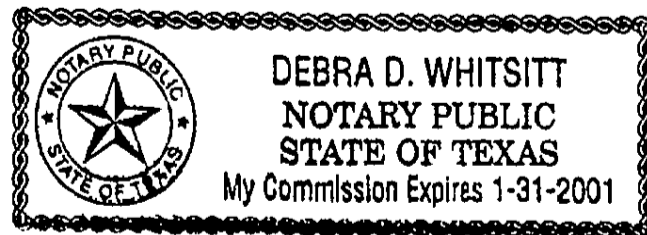
BEFORE Me, the undersigned authority, on this day personally appeared Mc Carter Middlebrook, President of THE DECORDOVA BEND ESTATES OWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5<sup>th</sup> day of August, 1998.

Debra D. Whitsitt  
Notary Public, State of Texas

Debra D. Whitsitt  
(Typed or Printed Name of Notary)

My Commission Expires: 1-31-2001



O.P. Leonard III, President and the undersigned authority of Texlan, Inc. do hereby verify that the subscribed properties on the foregoing instrument are properties owned by Texlan Inc., and do hereby agree to the amendment of the Covenants, Restrictions and Easements to be adopted May 21, 1994.

Texlan Inc.

By: [Signature]  
O.P. Leonard III  
President  
Texlan, Inc.

STATE OF TEXAS  
COUNTY OF HOOD

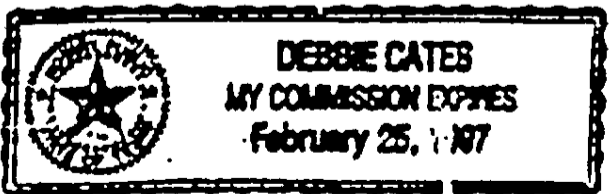
BEFORE ME, the undersigned authority, on this day personally appeared O.P. LEONARD III, President of TEXLAN, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of MAY, 1994.

[Signature: Debbie Cates]  
Notary Public

DEBBIE CATES  
(Typed or Printed Name of Notary)

My Commission Expires: 02-25-97



CERTIFIED COPY  
Attest: 2-14-96  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

TEXLAN, INC. PROPERTIES AS OF MAY 23, 1994

62 PROPERTIES

LOT	UNIT	STREET
1085		SEMINOLE CT.
2185		THUNDERBIRD TRAIL
2485		THUNDERBIRD TRAIL
2685		APACHE CT.
2785		APACHE CT.
3985		APACHE CT.
47	9	FAIRWAY DR.
53	9	GOLIAD DR.
98	9	GOLIAD DR.
102	9	FAIRWAY DR.
330	7	MOJAVE DR.
336	7	MOJAVE DR.
339	7	MOJAVE DR.
399	4	CIMMARON TR.
439	4	TIOGA CT.
484	8	SONORA DR.
485	8	SONORA DR.
489	8	SONORA DR.
491	8	SONORA DR.
493	8	SONORA
494	8	SONORA
503	8	SONORA
505	8	SONORA
509	8	SONORA
514	8	CORTO
526	8	SONORA
527	8	SONORA
537	8	SONORA
541	8	CIMMARON TRAIL
542	8	CIMMARON TRAIL
543	8	CIMMARON TRAIL
625	11	ANGELINA
627	11	ANGELINA
813	13	CIMMARON TR.
898	14	LARGO
935	15	ANGELINA
998	16	VIEJO DR.
1028	17	HONDO DR.
1029	17	HONDO DR.
1030	17	HONDO DR.
1038	17	HONDO DR.
1045	17	CUERO DR.
1067	18	FAIRWAY DR. S.
1123	19	CARRIZO DR.
1126	19	CIRCO DR.
1129	19	CIRCO DR.
1133	19	CIRCO DR.
1172	19	CARRIZO DR.
	19	CIRCO DR.
	20	CIRCO DR.

CERTIFIED COPY

Attest: 2-14-1996  
 ANJANETTE ABLES, County Clerk  
 Hood County, Texas  
 By [Signature] Deputy

TEXLAN, INC. PROPERTIES AS OF MAY 23, 1994

62 PROPERTIES

LOT	UNIT	STREET
1176	20	CIRCO DR.
1178	20	CIRCO DR.
1191	20	CIRCO DR.
1193	20	HONDO DR.
1206	20	CIMMARON TR.
1207	20	CIMMARON TR.
1288	21	DELEON CT.
1297	22	MARSICAL CT.
1334	23	FAIRWAY DR.
1341	23	SANTA ELENA
1342	23	SANTA ELENA
1379	25	FAIRWAY DR.

CERTIFIED COPY

Attest: 2-14-1986

ANJANETTE ABLES, County Clerk  
Hood County, Texas

[Signature] Deputy

I, Jeri Powell, Vice President and the undersigned authority of the DeCordova Bend Estates Homeowners Association, Inc. do hereby verify that the subscribed properties on the foregoing instrument are properties owned by DeCordova Bend Estates Owners Association, Inc., and do hereby agree to the amendment of the Covenants, Restrictions and Easements to be adopted May 21, 1994.

The DeCordova Bend Estates  
Owners Association, Inc.

By: Jeri Powell V.P.  
Jeri Powell  
Vice President  
DeCordova Bend Estates Owners  
Association, Inc.

STATE OF TEXAS  
COUNTY OF HOOD

BEFORE ME, the undersigned authority, on this day personally appeared JERI POWELL, Vice President of THE DECORDOVA BEND ESTATES OWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

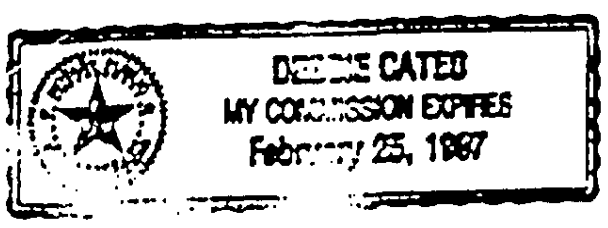
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20TH day of MAY,

1994.

Debbie Cates  
Notary Public

DEBBIE CATES  
(Typed or Printed Name of Notary)

My Commission Expires: 02-25-97



CERTIFIED COPY  
Attest: 2-14-1996  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

DeCORDOVA BEND ESTATES OWNERS ASSOCIATION, INC. PROPERTIES

AS OF MAY 23 1994

TOTAL LOTS: 145

LOT	UNIT	STREET
481	PH.I	COMANCHE VISTA
17B3	PH.I	THUNDERBIRD TR.
7B5	PH.I	THUNDERBIRD TR.
11B5	PH.I	THUNDREBIRD TR.
17B5	PH.I	THUNDERBIRD TR.
46(FIRE STATION)	9	FAIRWAY DR.
49	9	DELEON DR.
51	9	GOLIAD
57	9	GOLIAD
59	9	GOLIAD
69	9	GOLIAD
78	9	GOLIAD
79	9	GOLIAD
83	9	GOLIAD
84	9	GOLIAD
85	9	GOLIAD
87	9	GOLIAD
88	9	GOLIAD
94	9	GOLIAD
99	9	GOLIAD
367	7	LARAMIE
368	7	LAREDO CT.
369	7	LAREDO CT.
374	7	LARAMIE
386	4	MOJAVE
410	4	CORTEZ
445	4	SONORA
478	8	SONORA
481	8	SONORA
486	8	SONORA
488	8	SONORA
491A	8	SONORA
504	8	SONORA
528	8	SONORA
531	8	SONORA
544	8	SONORA
563	10	BANDERA
582	10	BANDERA
602	10	FAIRWAY DR. N.
603	10	FAIRWAY
616	11	FAIRWAY
617	11	ANGELINA
618	11	ANGELINA
619	11	ANGELINA
620	11	ANGELINA

CERTIFIED COPY

Attest: 2-14-1996  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

621	11	ANGELINA
622	11	ANGELINA
623	11	ANGELINA
648	11	CIMMARON TR.
657	11	ANGELINA
658	11	ANGELINA
659	11	ANGELINA
660	11	ANGELINA
661	11	ANGELINA
662	11	ANGELINA
663	11	ANGELINA
664	11	ANGELINA
665	11	ANGELINA
666	11	ANGELINA
669	11	ANGELINA
670	15	FAIRWAY DR. W.
671	15	FAIRWAY DR.W.
724	12	NOCONA
748	12	SEMINOLE
767	12	CIMMARON
768	12	CIMMARON
769	12	CIMMARON
770	12	CIMMARON
771	12	CIMMARON
772	12	CIMMARON
844	13	CIMMARON
854	13	CIMMARON
936	15	ANGELINA
937	15	ANGELINA
938	15	ANGELINA
939	15	ANGELINA
940	15	ANGELINA
941	15	ANGELINA
954	15	FAIRWAY DR.W.
955	15	FAIRWAY DR.W.
956	15	FAIRWAY DR.W.
957	15	FAIRWAY
958	15	FAIRWAY
964	15	FAIRWAY
976	16	VIEJO DR.
999	16	FAIRWAY
1000	15	FAIRWAY
1047	17	CUERO DR.
1118	19	CARRIZO
1137	19	CIRCO DR.
1138	19	CIRCO DR.
1139	19	CIRCO DR.
1141	19	CIRCO DR.
1142	19	CIRCO DR.
1146	19	CARRIZO
1158	19	CIRCO DR.
1162	19	CIRCO DR.
1173	19	CIRCO DR.
	19	CIRCO DR.

CERTIFIED COPY  
 Attest: 2-14-1980  
 ANJANETTE ABLES, County Clerk  
 Hood County, Texas  
 by [Signature]

1219	21	FAIRWAY
1220	21	FAIRWAY
1221	21	FAIRWAY DR.S.
1222	21	FAIRWAY
1223	21	FAIRWAY DR.S.
1225	21	FAIRWAY
1276	21	FAIRWAY DR.S.
127	21	FAIRWAY
1230	21	FAIRWAY DR.S.
1232	21	BOQUILLAS
1233	21	BOQUILLAS
1234	21	BOQUILLAS
1235	21	BOQUILLAS
1236	21	BOQUILLAS
1237	21	BOQUILLAS
1238	21	BOQUILLAS
1239	21	BOQUILLAS
1240	21	BOQUILLAS
1241	21	BOQUILLAS
1242	21	BOQUILLAS
1247	21	GRANDE CT.
1249	21	GRANDE CT.
1250	21	GRANDE CT.
1258	21	BOQUILLAS
1259	21	BOQUILLAS
1260	21	BOQUILLAS
1261	21	BOQUILLAS
1262	21	BOQUILLAS
1263	21	BOQUILLAS
1264	21	BOQUILLAS
1265	21	BOQUILLAS
1266	21	BOQUILLAS
1268	21	BOQUILLAS
1269	21	BOQUILLAS
1273	21	FAIRWAY DR.
1274	21	FAIRWAY DR.
1278	21	FAIRWAY
1279	21	FAIRWAY DR. W.
1280	21	FAIRWAY
1281	21	FAIRWAY DR. W.
1282	21	FAIRWAY
1283	21	FAIRWAY
1284	21	FAIRWAY
1285	21	FAIRWAY DR. W.
1286	21	FAIRWAY DR. W.
1309	21	CIMMARON
1378 (DCBE PARKING LOT)	25	FAIRWAY

CERTIFIED COPY  
 Attest: 2-14-1996  
 ANJANETTE ABLES, County Clerk  
 Hood County, Texas  
 by [Signature] Deputy  
 Marilyn Chisney

Field notes describing the lands embraced within the DeCORDOVA BEND ESTATES Subdivision out of the George W. Lang Survey, Abstract 328; J. R. Vannoy Survey, Abstract 573; A. Farris Survey, Abstract 179; William Blair Survey, Abstract 45; J. W. Haynes Survey, Abstract 848; J. Dansby Survey, Abstract 150; Isaac N. Manly Survey, Abstract 404; and J. H. Casper Survey, Abstract 137; Hood County, Texas, as shown on a recorded Plat thereof recorded in Volume 1, Page 114, Plat Records of Hood County, Texas, and being more particularly described by metes and bounds as follows;

**BEGINNING** at a point in the Southwest R.O.W. of F.M. Hwy. No. 1190, said point being the intersection of said R.O.W. with the line common to said J. R. Vannoy and G. W. Lang Surveys, said point also being the North corner of DeCordova Bend Estates, Unit IX, recorded in Volume 1, Page 49, Plat Records, Hood County, Texas;

**THENCE** with said F.M. Hwy. R.O.W., South 30 degrees 28 minutes East 1201-4/10 feet to a point;

**THENCE** South 30 degrees 36 minutes East 2007-35/100 feet to a point;

**THENCE** South 34 degrees 35 minutes East 138-5/10 feet to a point;

**THENCE** South 38 degrees 35 minutes East 139-9/10 feet to a point;

**THENCE** South 30 degrees 36 minutes East 197-4/10 feet to a point, said point being the East corner of DeCordova Bend Estates, Second Filing, recorded in Volume 1, Page 15, Plat Records, Hood County, Texas;

**THENCE**, departing from said F.M. Hwy. R.O.W., South 59 degrees 37 minutes West 525-0/100 feet to a point;

**THENCE** South 60 degrees 15 minutes West 165-9/10 feet to a point, said point being the East corner of DeCordova Bend Estates, Unit XXIV, recorded in Volume 1, Page 89, Plat Records, Hood County, Texas;

**THENCE** with the fenced Southeast line of said Unit XXIV, South 59 degrees 44 minutes West 576-1/10 feet and South 81 degrees 15 minutes West 203-9/10 feet to a point on the shoreline of Lake Granbury at elevation 693, Brazos River Authority Datum;

**THENCE** with the 693 contour and the shoreline of Lake Granbury as follows: Northerly and Easterly 1290 feet, Northwesterly Easterly and Westerly 6,600 feet to a point, said point being the Southeast corner of Lot 134, DeCordova Bend Estates, Third Filing, recorded in Volume 1, Page 26, Plat Records, Hood County, Texas;

**THENCE** continuing with said 693 contour Southwesterly 2250 feet to a point, said point being the Southwest corner of Lot 106, DeCordova Bend Estates, Unit VI, recorded in Volume 1, Page 45, Plat Records, Hood County, Texas;

**THENCE**, departing from the 693 contour and with the West line of said Lot 106, North 7 degrees 56 minutes East 349-5/10 feet to the Northwest corner thereof, said point being in the South R.O.W. of Crescent Drive;

**THENCE** with said R.O.W., North 80 degrees 19 minutes West 96-2/10 feet to the beginning of a curve to the right having a radius of 510-77/100 feet, and with the arc of said curve in a Northwesterly direction 109-45/100 feet to a point, said point being the East corner of Lot 1377, DeCordova Bend Estates, Unit XXV, recorded in Volume 1, Page 80, Plat Records, Hood County, Texas;

THENCE with the Southeast line of said Lot 1377, South 41 degrees 25 minutes West 143-3/10 feet and South 35 degrees 55 minutes East 38-9/10 feet to a point on the shoreline of Lake Granbury at elevation 693, Brazos River Authority Datum;

THENCE continuing with said 693 contour Northwesterly and Southwesterly 5,850 feet to the East corner of Lot 972, DeCordova Bend Estates, Unit XVI, recorded in Volume 1, Page 61, Plat Records, Hood County, Texas;

THENCE with the 693 contour Southerly, Southeasterly, and Southwesterly 6,750 feet to the Southwest corner of Lot 1290, DeCordova Bend Estates, Unit XXI, recorded in Volume 1, Page 77, Plat Records, Hood County, Texas;

THENCE, departing from the 693 contour and the shoreline of Lake Granbury with a fenced property line as follows:

North 45 degrees 22 minutes East 84-1/10 feet,

South 58 degrees 48 minutes East 8-0/10 feet,

North 23 degrees 45 minutes East 282-1/10 feet,

North 21 degrees 25 minutes West 123-7/10 feet, and

South 61 degrees 59 minutes West 151-6/10 feet to a point, said point being the South corner of Lot 1309, said Unit XXI;

THENCE North 31 degrees 35 minutes West 1003-0/10 feet to a point;

THENCE North 33 degrees 22 minutes West 49-7/10 feet to a point;

THENCE North 40 degrees 22 minutes East 20-3/10 feet to a point in the Northeast R.O.W. of a public road;

THENCE with said Northeast R.O.W. as follows:

North 30 degrees 35 minutes West 615-7/10 feet,

North 32 degrees 02 minutes West 527-0/10 feet, and

North 26 degrees 19 minutes West 475-3/10 feet to a point in a Southeast R.O.W. of a County Road;

THENCE following said R.O.W. of said County Road, North 13 degrees 58 minutes East 203-5/10 feet, North 23 degrees 58 minutes East 789-5/10 feet, North 3 degrees 02 minutes East 771-4/10 feet, North 28 degrees 54 minutes West 1189-3/10 feet, North 16 degrees 04 minutes East 72-1/10 feet, North 61 degrees 29 minutes East 1518-5/10 feet, North 61 degrees 33 minutes East 185-3/10 feet, and North 60 degrees 52 minutes East 769-6/10 feet to a point, said point being in the fenced Southwest line of that certain tract conveyed to Graham C. McEachin, by deed recorded in Volume 97, Page 624, Deed Records, Hood County, Texas;

THENCE with said fence and property line, South 28 degrees 53 minutes East 773-9/10 feet and South 29 degrees 29 minutes East 468-9/10 feet to the most Southerly corner of said McEachin tract, said point being a point in the Northwest line of Lot 1207, DeCordova Bend Estates, Unit XX, recorded in Volume 1, Page 71, Plat Records, Hood County, Texas;

THENCE with the fenced Southeast line of said McEachin tract, North 59 degrees 38 minutes East 1323-9/10 feet and North 60 degrees 07 minutes East 1305-4/10 feet to a point, said point being the East corner of said McEachin tract and a point in the Southwest line of that certain tract conveyed to Billy C. James, et ux, by deed recorded in Volume 124, Pages 312-314, inclusive, Deed Records, Hood County, Texas, said point also being the North corner of DeCordova Bend Estates, Unit XIX, recorded in Volume 1, Page 67, Plat Records, Hood County, Texas;

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THENCE with the Southwest line of said James tract, South 32 degrees 02 minutes East 836-7/10 feet to the South corner thereof, said point being on the Northwest bank of Walnut Creek;

THENCE with the Southeast line of said James tract and the Northwest bank of Walnut Creek, North 32 degrees 46 minutes East 542-4/10 feet, North 47 degrees 15 minutes East 77-5/10 feet, North 51 degrees 49 minutes East 78-6/10 feet, North 75 degrees 43 minutes East 69-1/10 feet, and South 78 degrees 22 minutes East 151-7/10 feet to the Southeast corner of said James tract, said point also being the most Southerly corner of Acton Cemetery;

THENCE with the South line of Acton Cemetery and the North bank of Walnut Creek, North 80 degrees 53 minutes East 150-1/10 feet to a point;

THENCE, departing from the North bank of Walnut Creek, South 28 degrees 33 minutes East 1223-1/10 feet to a point, said point being in the Northwest line of that certain tract conveyed to J. L. Rash, by deed recorded in Volume 110, Page 55, Deed Records, Hood County, Texas;

THENCE with the Northwest line of said Rash tract, South 57 degrees 55 minutes West 1141-0/10 feet to the West corner thereof;

THENCE with the Southwest line of said Rash tract, South 28 degrees 31 minutes East 1216-7/10 feet to the South corner of said tract, said point being the West corner of that certain tract conveyed to Sam P. Lusk, by deed recorded in Volume 43, Page 395, Deed Records, Hood County, Texas;

THENCE with the Southwest line of said Lusk tract, South 29 degrees 09 minutes East 732-5/10 feet to a fence corner for the South corner of said Lusk tract;

THENCE with the fenced Southeast line of said Lusk tract, North 60 degrees East approximately 1800 feet to the place of beginning.

The property above described represents the complete boundary for all property used in the development of DeCORDOVA BEND ESTATES, a Subdivision of Hood County, Texas. DeCORDOVA BEND ESTATES is basically divided in 28 separate Units with approximately 22,750 feet of shoreline on Lake Granbury and a net area of approximately 855 acres of land, more or less.

**EXHIBIT "B"**  
**Restrictions - Deed Records, Hood County, Texas**

<b>Unit</b>	<b>Volume</b>	<b>Page</b>	
Overall	150	303	Deed Records
1	154	203	Deed Records
	151	393	Deed Records
3	156	364	Deed Records
4	156	369	Deed Records
5	157	434	Deed Records
6	158	215	Deed Records
7	157	429	Deed Records
8	159	211	Deed Records
9	160	159	Deed Records
10	160	196	Deed Records
11	160	196	Deed Records
12	160	318	Deed Records
13	161	203	Deed Records
14	161	208	Deed Records
15	162	75	Deed Records
16	162	79	Deed Records
17	163	11	Deed Records
18	164	162	Deed Records

**EXHIBIT "B"**  
**(cont.)**

**Restriction Deed Records, Hood County, Texas**

Unit	Volume	Page	
19	164	290	Deed Records
20	166	379	Deed Records
21	168	2	Deed Records
22	167	298	Deed Records
23	171	23	Deed Records
24	1208	474	Real Records
24	192	252	Deed Records
	173	223	Deed Records
25	171	17	Deed Records
	173	197	Deed Records
	229	110	Deed Records
26	173	216	Deed Records
	164	162	Deed Records
27	182	530	Deed Records
	306	45	Deed Records
Lot 1385 (No Unit)	175	150	Deed Records
Club	150	303	Deed Records
Cove	173	216	Deed Records
(Unit 26)	1150	418	Real Records
DC Villa	150	303	Deed Records
(Unit 25)	171	17	Deed Records
	173	197	Deed Records

## EXHIBIT "B"

(cont.)

## Restriction Deed Records, Hood County, Texas

Unit	Volume	Page	
DC Villa	1	40	Condo Records
(Unit 25)	1	43	Condo Records
	1	49	Condo Records
	1	130	Condo Records
	1	185	Condo Records
	1	191	Condo Records
Hagan Villas	150	303	Deed Records
(Unit 25)	183	487	Deed Records
	178	353 (vacated by Vol.332 Page 2)	Deed Records
Helton Sub.	150	303	Deed Records
(Unit 25)	173	197	Deed Records
Thunderbird	192	252	Deed Records
Cove	339	767	Deed Records
(Unit 24)	1208	334 et seq.	Real Records
Lakeview Townhouse Estates			
(No Unit)	178	353	Deed Records
(Abst. 150)	183	487	Deed Records
La Vista	173	216	Deed Records
DeCordova	1095	471 (Phase One and Two)	Real Records
Townhomes	1125	928 (Phase Three)	Real Records
(Unit 11)	1195	323 (Phase Two)	Real Records
Ponte Verde			
(No Unit)	160	196	Deed Records
(Lot 674)	1	1	Condo Records
	1	37	Condo Records

**EXHIBIT "B"**

(cont.)

**Restriction Deed Records, Hood County, Texas**

<b>Unit</b>	<b>Volume</b>	<b>Page</b>	
Villa Siete	171	17	Deed Records
(Unit 25)	173	197	Deed Records
	191	27	Deed Records
	251	736	Deed Records
	1	112	Condo Records
Walnut			
Creek Condo	171	17	Deed Records
(Unit 25)	173	197	Deed Records
	1111	12	Real Records

EXHIBIT "C"

SUBDIVISION PLATS

Unit	Volume	Page(s)
1 Phase I	1	9, 15, 26
2 Phase I	1	9, 15, 26
3	1	36
4	1	35
5	1	42
6	1	45
7	1	43
8	1	47
9	1	49
10	1	51
11	1	51
12	1	53
13	1	55, 127
14	1	56
15	1	60
16	1	61
Plat revision at Page 70		
17	1	63
18	1	66
19	1	67
20	1	71
21	1	77, 129
22	1	75
23	1	79
24	1	89
25	1	80
26	1	88, 129, 57, 94
27	1	106

\*All plats are recorded by volume and page number in the Plat Records of Hood County, Texas

*Return  
WBWSR*

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
STATE OF TEXAS COUNTY OF HOOD  
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.



*Anjanette Ables*  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 9:00 A.M.  
AUG 10 1998

*Anjanette Ables*  
County Clerk, Hood County, TX