

The State of Texas, }  
County of HOOD } Known All Men by These Presents:

That WE, COURTS K. CLEVELAND, JR., EDWIN B. DOW, and W. B. SNELGROVE,  
doing business as METROPOLITAN PARKING COMPANY, a partnership

of the County of Tarrant State of Texas for and in consideration  
of the sum of TEN AND NO/100 (\$10.00)-----

----- DOLLARS  
and other good and valuable considerations  
to us paid, and secured to be paid, by SPANISH TRAIL DEVELOPERS, INC.

as follows:

Cash in hand paid the receipt of which is hereby acknowledged and  
confessed,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said  
SPANISH TRAIL DEVELOPERS, INC.

of the County of State of those  
all or certain  
lots which have been subdivided and are a part of the tract of land now  
known as "ISLAND VILLAGE ESTATES", Parts O'Call Addition. The same lots  
being a part of 223.91 acres of land out of the THOMAS PRICE SURVEY,  
Abstract No. 439 in Hood County, Texas, and are described as follows:

- LOTS 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190,
- 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 209,
- 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221,
- 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233,
- 234, 235, 236, 237, 238, 239.

The above numbered lots are bound by the attached restrictions dated  
December 1, 1968, which restrictions shall constitute covenants running  
with the land.

TO

Jerry W. Jordan

DATED

December 1, 1968

PURCHASER

ISLAND VILLAGE ESTATES being the Owner of the following tract of land, does hereby adopt the plat attached hereto as its plan for subdividing the same, to be known as:

PORTS O'CALL ADDITION      LOTS 34 through 252

ISLAND VILLAGE ESTATES, an Addition in Hood County, Texas; does hereby provide ingress and egress from County Road to the above designated lots. The said Owner does hereby covenant and agree, for the benefit of itself, its successors and assigns, that said property and addition shall henceforth be encumbered with the following restrictions, which restrictions shall constitute covenants running with the land;

1. All lots in the above described property shall be known as residential lots unless otherwise designated in writing by the Owner. No structure shall be erected on any of said residential lots other than one single family dwelling not to exceed two stories in height and outbuildings as herein proscribed.
2. Only one residence and one garage and storage facilities pertaining to residence and private boat dock shall be permitted on each lot.
3. No erected dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet, except in the case of a two-story structure and then the ground floor shall be at least 500 square feet.
4. The Owner, or his duly appointed representative, is to approve all plans before the start of any construction, and the party proposing any construction shall furnish said Owner or his representative a copy of said plans for the Owners files. All construction shall be completed within one year from date of beginning.
5. Commercial built mobile homes of a minimum size of 480 square feet may be used as a permanent residence provided they have proper underpinning and are covered to the ground. Commercial built mobile homes of any size may be used as a temporary residence not to exceed a total of 90 days per calendar year.
6. No tent, basement, garage, dock, or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently; nor shall any building be moved upon any lot without the expressed written consent of the Owner.
7. All dwellings are to have a septic system constructed to meet the approval of state and local regulations.
8. Easements for installation and maintenance of utilities and drainage facilities to be five (5) feet on each lot along the road.
9. Dock, landing, or boat house may not extend into the lake more than 12 feet without expressed written consent of the Owner.
10. No purchaser is to subdivide a lot or lots, and no drilling for water, oil, gas, or other minerals, or mining for gravel or other minerals of any kind will be permitted on any lot, without the expressed written consent of the Owner.
11. The Owner reserves the right to re-subdivide or revise any lot or lots and to sell fractional parts of any lot or lots and in the event of revision or re-subdividing when said parcel is sold, then said parcel shall be considered a lot and same shall be subject to all restrictions herein or hereafter imposed.
12. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically, no old cars or other junk shall be kept upon the premises.
13. Fires must be contained, enclosed, and carefully supervised. Use of firearms on the premises is prohibited. Lots shall be kept clean and free of trash, garbage, and debris at all times. Any advertising signs require the written consent of the Owner.
14. No animals, swine, birds, or fowl shall be kept, raised, or bred on these premises, except normal household pets, and household pets shall not be bred or maintained for any commercial purposes.
15. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated therein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. These restrictions shall remain in effect for a period of twenty (20) years from the date hereof, and shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots in said addition expressing their desire to change or terminate these restrictions is filed for record in the office of the County Clerk of Hood County, Texas not less than six (6) months prior to the expiration date of such twenty (20) year period or any ten (10) year period thereafter.

*filed 12/12/77 @ 4:30 PM*

ISLAND VILLAGE ESTATES  
Owner

275-563

FILED FOR RECORD THE 17 DAY OF Dec 1977 AT 4:30 P.M

RECORDED THE 19 DAY OF Dec 1977 AT 9 A.M

*Wanda Sumner*

DORIS DYER, COUNTY CLERK  
HOOD COUNTY, TEXAS

EXECUTED this 10th day of December, 1969.

SPANISH TRAIL DEVELOPERS, INC.

BY: William T. Bowden  
William T. Bowden, president

ATTEST:

Tom Wagley  
Tom Wagley, Assistant Secretary

THE STATE OF TEXAS X

COUNTY OF HOOD X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM T. BOWDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of Spanish Trail Developers, Inc., who acknowledged to me that he executed the said instrument for the purpose and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of Spanish Trail Developers, Inc., a corporation organized and existing under the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of December, A.D. 1969.

William T. Bowden  
Notary Public in and for Hood County, Texas.

FILED FOR RECORD THE 14 DAY OF March 1972 AT 9:00 A M.

RECORDED THE 14 DAY OF March 1972 AT 11:00 A M.

BY: Bruce Price DEPUTY

BRUCE PRICE, COUNTY CLERK  
HOOD COUNTY, TEXAS



Addition in Hood County, Texas

TO

SPANISH TRAIL DEVELOPERS, INC.  
PURCHASER

DATED December 1, 1968

ISLAND VILLAGE ESTATES being the Owner of the following tract of land, does hereby adopt the plat attached hereto as its plan for subdividing the same, to be known as:

PORTS O'CALL ADDITION      LOTS 162 through 252

ISLAND VILLAGE ESTATES, an Addition in Hood County, Texas; does hereby provide ingress and egress from County Road to the above designated lots. The said Owner does hereby covenant and agree, for the benefit of itself, its successors and assigns, that said property and addition shall henceforth be encumbered with the following restrictions, which restrictions shall constitute covenants running with the land;

1. All lots in the above described property shall be known as residential lots unless otherwise designated in writing by the Owner. No structure shall be erected on any of said residential lots other than one single family dwelling not to exceed two stories in height and outbuildings as herein prescribed.
2. Only one residence and one garage and storage facilities pertaining to residence and private boat dock shall be permitted on each lot.
3. No erected dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet, except in the case of a two-story structure and then the ground floor shall be at least 500 square feet.
4. The Owner, or his duly appointed representative, is to approve all plans before the start of any construction, and the party proposing any construction shall furnish said Owner or his representative a copy of said plans for the Owners files. All construction shall be completed within one year from date of beginning.
5. Commercial built mobile homes of a minimum size of 480 square feet may be used as a permanent residence provided they have proper underpinning and are covered to the ground. Commercial built mobile homes of any size may be used as a temporary residence not to exceed a total of 90 days per calendar year.
6. No tent, basement, garage, dock, or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently; nor shall any building be moved upon any lot without the expressed written consent of the Owner.
7. All dwellings are to have a septic system constructed to meet the approval of state and local regulations.
8. Easements for installation and maintenance of utilities and drainage facilities to be five (5) feet on each lot along the road.
9. Dock, landing, or boat house may not extend into the lake more than 12 feet without expressed written consent of the Owner.
10. No purchaser is to subdivide a lot or lots, and no drilling for water, oil, gas, or other minerals, or mining for gravel or other minerals of any kind will be permitted on any lot, without the expressed written consent of the Owner.
11. The Owner reserves the right to re-subdivide or revise any lot or lots and to sell fractional parts of any lot or lots and in the event of revision or re-subdividing when said parcel is sold, then said parcel shall be considered a lot and same shall be subject to all restrictions herein or hereafter imposed.
12. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically, no old cars or other junk shall be kept upon the premises.
13. Fires must be contained, enclosed, and carefully supervised. Use of firearms on the premises is prohibited. Lots shall be kept clean and free of trash, garbage, and debris at all times. Any advertising signs require the written consent of the Owner.
14. No animals, swine, birds, or fowl shall be kept, raised, or bred on these premises, except normal household pets, and household pets shall not be bred or maintained for any commercial purposes.
15. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated therein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. These restrictions shall remain in effect for a period of twenty (20) years from the date hereof, and shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots in said addition expressing their desire to change or terminate these restrictions is filed for record in the office of the County Clerk of Hood County, Texas not less than six (6) months prior to the expiration date of such twenty (20) year period or any ten (10) year period thereafter.

ISLAND VILLAGE ESTATES  
Owner

FILED FOR RECORD THIS THE 3 DAY OF Oct. 1968 AT 1:10 P.M.  
RECORDED THIS 6 DAY OF Oct. 1968, AT 10:15 A.M.

BRUCE PRICE, COUNTY CLERK,  
HOOD COUNTY, TEXAS

*Bruce Price*  
COUNTY CLERK