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PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222**

Document Number: 2019-0003660 -  
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**RESTRICTION**

Grantor: PLANTATION ORCHARD LP

Pages: 13


Recorded On: 03/26/2019 04:10 PM

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<b>Recorded On:</b>	03/26/2019 04:10 PM	<b>Notes:</b>
<b>Document Number:</b>	2019-0003660	
<b>Receipt Number:</b>	R193865	
<b>Amount:</b>	\$67.93	
<b>Recorded By:</b>	Kathryn Frost	

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.

**I hereby certify that this instrument was filed and duly  
recorded in the Official Records of Hood County, Texas**

  
Katie Lang  
County Clerk  
Hood County, Texas



**Return To: In Office**



**DEDICATION & RESTRICTIONS****for LANDINGS NO. 2**

by Plantation Orchard, L.P.

THE STATE OF TEXAS \*

\* KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOOD \*

PLANTATION ORCHARD, L.P., a Texas limited partnership, d/b/a Orchard Development Company, is the owner of certain land in Hood County, Texas, described in Exhibit "A" attached hereto and made a part hereof, which land has been platted and recorded in Slide No. C-321, Plat Records, Hood County, Texas, the same to be known as "THE LANDINGS", an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat the Property and any additional property subjected to this Dedication in installments, from time to time, so as to develop the same in an orderly manner for single family residences and for other uses related to the Landings Airport; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the Property, so as to provide for the preservation of the values and amenities in the Property and the maintenance thereof for the benefit of the present and future Owners of said Lots;

WHEREAS, Owners of Lots in the Property shall be required to be members of Pecan Plantation Owners Association, Inc. ("PPOA") having all the rights and privileges of members of PPOA and paying the same assessments as owners of Lots in Pecan Plantation Development, and Owners of Airport Lots shall also be required to be members of The Landings Airport Owners Association, Inc. ("LAOA") having all the rights, privileges and responsibilities of members of LAOA and paying assessments to LAOA as provided herein.

NOW, THEREFORE, Dedicator declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I. DEFINITIONS**

As stated herein, the following terms shall have the meanings indicated:

- A. "Airport Lot" shall mean a Lot within THE LANDINGS Addition for which one or more of the boundary lines, or a portion of any boundary line abuts property owned by LAOA (including, without limitation, the Landings Airport), or any taxiway, taxiway easement, or common use easement for the use of aircraft using the Landings Airport.
- B. "Board of Directors" shall mean the board of directors of PPOA and/or LAOA, as applicable.
- C. "Builder" shall mean a bona fide person or entity other than the Dedicator actually engaging in the Business of purchasing Lots and building Dwelling Units thereon for re-sale. Dedicator may also be a Builder and retain the same rights and privileges as the Dedicator as dictated by agreements between the Dedicator and PPOA.
- D. "Business" shall be construed to have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family or for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or Business within the meaning of this term.
- E. "By-Laws" shall mean the By-Laws of PPOA and LAOA, as applicable, and as each may be amended from time to time.
- F. "Corner lot" shall mean a Lot that abuts on more than one private way or street.
- G. "Dedicator" and/or "Developer" shall mean PLANTATION ORCHARD, L.P. d/b/a ORCHARD DEVELOPMENT COMPANY, as successor to Republic Land Company d/b/a Pecan Plantation (the original Dedicator), and shall include the successors and assigns of PLANTATION ORCHARD, L.P. d/b/a ORCHARD DEVELOPMENT COMPANY, including any other Business with essentially the same ownership as Dedicator.
- H. "Dedicator's Control Period" shall mean the period beginning on the date this Dedication is recorded in the Real Property Records of Hood County, Texas and ending on the date which is the earlier of (1) December 31, 2035 or (2) when Dedicator, in its discretion, so determines and declares in a recorded instrument.
- I. "Dedication" shall mean this Dedication & Restrictions for Landings No. 2, as such may be amended or supplemented.
- J. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon a Lot which is designated and intended for use and occupancy as a residence by a single person, a couple, or a family.
- K. "Hangars" shall mean any building improvement that is located on a Lot that is built to accommodate and store aircraft. Hangars may or may not be attached to a Dwelling Unit. A Hangar is not an Outbuilding. Hangars shall not include any hangars located on real property owned by Dedicator (or any affiliate of Dedicator) that is not included within the Property subject to this Dedication.
- L. "Landings Airport" shall mean the airport facilities located on the Landings Airport Property that is owned, operated and maintained by LAOA.

- M. "Landings Airport Property" shall mean the tract of real property containing the airport runway and related facilities, as designated on Exhibit "B" attached hereto.
- N. "LAOA" shall mean THE LANDINGS AIRPORT OWNERS ASSOCIATION, INC., a nonprofit corporation formed for the purpose of serving all of the Owners of Airport Lots.
- O. "Lot" shall mean a single piece or parcel of land shown as a numbered lot on the Plat. The term Lot shall not include any area or tract designated as a recreation facility, a private way, or any area shown as "undeveloped".
- P. "Orchard Development" shall mean all past and future additions platted by Dedicator as additions to Pecan Plantation Development, but shall not include other lands owned by Dedicator adjoining or near the lands platted as part of the Pecan Plantation Development, which are not platted as a part of the Pecan Plantation Development.
- Q. "Outbuilding" shall mean any building improvement that is located on a Lot but not connected to the Dwelling Unit. Outbuildings do not include Hangars.
- R. "Owner" shall mean the beneficial record Owner of the fee simple title to any Lot, and shall not include the mortgagee of any such Lot unless and until such mortgagee acquires title to same pursuant to foreclosure or any proceeding in lieu of foreclosure. Dedicator may be an Owner, but may also have special rights distinguished from an Owner who purchases a Lot from the Dedicator.
- S. "Pecan Plantation Development" shall mean all platted lots, amenities or facilities that are subject to the bylaws and rules and regulations of PPOA.
- T. "Plat" shall mean the Plat of THE LANDINGS, as recorded in Slide No. C-321, Plat Records, Hood County, Texas.
- U. "PPOA" shall mean the PECAN PLANTATION OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, organized for the purposes stated in Article III.C.6 (Membership in PPOA) below, and shall include the successors and assigns of such corporation.
- V. "Property" shall mean the real property which has been platted and recorded in Slide No. C-321, Plat Records, Hood County, Texas, the same to be known as "THE LANDINGS", an Addition in Hood County, Texas, and described in Exhibit "A" and attached hereto.

## ARTICLE II. EASEMENTS AND RIGHT-OF-WAYS

- A. Easements, right-of-ways, and streets designated on the Plat as "private streets", or as named streets shall provide Dedicator, its successors and assigns and the Owners of the Lots with the right of ingress and egress to the area and facilities thereof and to adjoining land, and are reserved as private streets, for the use of Owners and their guests and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or rights therein to PPOA, to be retained by PPOA for the benefit of the properties within the Pecan Plantation Development or, in the discretion of PPOA, to be dedicated to the public as public ways and easements.
- B. All easements designated on the Plat as utility easements, drainage easements, airport, taxiway, or walking path easements, are reserved for the use of Dedicator and its assigns to construct and maintain utilities, drainage, taxiways and amenities for the benefit of the Lots and the Owners thereof, as provided herein.
- C. Easements designated on the Plat as "private taxiways" are reserved for the exclusive use of the members of LAOA and their guests, such easements to be used solely for the movement of aircraft and equipment and vehicles required for the maintenance of the taxiways, recovery of stranded aircraft, and to provide ingress and egress for aircraft to and from Airport Lots and the Landings Airport Property. Taxiway easements shall not be used for access to any Lot by construction vehicles and equipment used in the construction of improvements on any Lot. Private taxiway easements may extend across any dedicated street, as necessary, for access to the Landings Airport Property. Additionally, LAOA members and their guests may drive golf carts on all taxiway easements.

No concrete or paving is permitted on "private taxiways" adjoining Lots 3253, 3254, and 3259 through 3270 without the written consent of the Dedicator.

- D. Dedicator reserves to itself and its assigns an easement and the right to construct and maintain in, over and across the easements, right-of-ways, private streets, and private streets shown on the Plat, utilities and other amenities of every kind, including but not limited to, taxiways, golf cart paths, walking trails, sewers, water mains, gas mains, irrigation systems, power and communication lines, surface and subsurface water drainage, and all pipes, lines, and other appurtenances in connection therewith. Dimensions of these utility easements are as described on the Plat.

The plat provides for the following easements of each Lot, unless otherwise shown on the Plat, as may be necessary for the installation and maintenance of said utilities and lines, and for drainage of surface water from surrounding properties:

1. fifteen feet (15') in width is reserved along the front boundary of each Lot
2. seven feet six inches (7'6") in width is reserved along each side boundary line of each Lot
3. ten feet (10') in width is reserved along the back boundary of Lots 3200 – 3208 and 3210 - 3215

Exception to the back boundary easement on the Plat:

1. fifteen feet (15') in width is reserved along the back boundary of Lots 3170 – 3172

In the event of any discrepancy in these dimensions or any other dimensions referred to in this Dedication and those dimensions shown on the Plat, then the dimensions on the Plat shall prevail with the exception of Lots 3170 – 3172 as stated above.

- E. Riding and Hiking Trail Easements shown on The Plat are not for the general use of members of PPOA until the Lots adjoining such easements are developed and offered for sale, or at the discretion of the Dedicator.

F. Easements for drainage throughout the Property are reserved as shown on the Plat. No owner of any Lot or resident in a Dwelling Unit may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner of any Lot or resident in any Dwelling Unit may, without the prior written approval of PPOA and Dedicator and any applicable governmental authority;

1. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom;
2. Construct, erect or install an improvement or structure of any type or nature (except fencing permitted under Article III.B.11(b) (Structures on Easements and Right-of Ways)) within such drainage easements
3. Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
4. Place, store, or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis. Notwithstanding any approvals by Dedicator, PPOA, LAOA or any applicable governmental authority, Dedicator, PPOA and/or LAOA shall not be liable for damages to any improvement on any Lot or any other lot in Pecan Plantation Development caused by any action by an Owner or by other owners of lots in Pecan Plantation Development, as described in Article II.E.1-3 set out above, nor shall Dedicator, PPOA or LAOA have any responsibility for replacing or repairing any damage caused by an Owner's improvements or alterations within the easements, regardless of whether or not said Owner has received any approvals for such alterations.

### ARTICLE III. RESTRICTIONS, COVENANTS AND RESERVATIONS

#### A. USE OF LAND

1. **Residential Purpose.** Except as may otherwise be provided herein, each Lot and Dwelling Unit shall be used exclusively for single-family residential purposes only, and no building or structure intended for or adapted to Business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or doctor's office, or any other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or any part thereof. No improvement or structure whatsoever, other than a private Dwelling Unit, swimming pool, permitted Outbuildings, Hangars, or garages, may be erected, placed or maintained on any Lot.
2. **Agricultural use of Lots over 1 acre in size.** In addition to its use as a residential lot, Lots consisting of more than one (1) acre may be used for agricultural or horticultural activities, which would include, but not be limited to, production of pecans and gardening. Pecan trees may be removed by the Owner as needed for establishment of other agricultural or horticultural use; however, the Owner shall maintain a minimum ratio of total pecan trees on a Lot of eight (8) trees per acre unless otherwise approved by PPOA. For instance, a four (4) acre Lot shall maintain at least thirty-two (32) pecan trees on the Lot. However, no commercial activity (other than activities associated with the harvesting of pecans) shall occur on the Lot that does not conform to the rules and regulations of PPOA. The provisions in this paragraph do not apply to any Lot less than 1 (one) acre in size.
3. **Temporary Structures.** No structure of a temporary character, trailer, mobile or movable home, camper, or recreational vehicle, basement, tent, shack, garage, or other Outbuilding shall be used on any Lot at any time as a residence or Hangar, either temporarily or permanently.
4. **Business Use.** No trade or Business may be conducted in or from any Lot except that an Owner or resident in a Dwelling Unit may conduct Business activities within the Lot so long as:
  - (a) the existence or operation of the Business activity is not apparent or detectable by sight, sound or smell from outside the Lot;
  - (b) the Business activity conforms to any and all requirements that may be applicable to the Lot and the Property;
  - (c) the Business activity does not involve uninvited persons coming into Pecan Plantation Development who are not members of PPOA, or involve door-to-door solicitation of residents of PPOA; and
  - (d) the Business activity is consistent with the residential character of Pecan Plantation Development and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of PPOA, as may be determined in the sole discretion of PPOA.

Notwithstanding the above provisions, the leasing or rental of a Hangar by an Owner constitutes a prohibited Business activity except when a Hangar is leased in conjunction with the Dwelling Unit located on the same Airport Lot.
5. **Designation of Lots for Alternate Purposes.** Dedicator reserves the right to designate any Dedicator owned Lot for use for security purposes, as a recreational area, for drainage purposes, for ingress or egress purposes, and for any other use deemed advisable for the benefit, use, or enjoyment of PPOA's members and/or LAOA's members.
6. **Removal of Trees.** No soil or trees shall be removed from any Lot for any commercial use. No live trees with a diameter exceeding 3" shall be cut from any Lot without prior written consent of PPOA, except for those trees that are removed within the footprint of the Dwelling Unit's foundation, the associated driveways, taxiways, patios, swimming pool, Hangar and approved Outbuildings. Tree removal is also allowed according to the terms of Article III.A.2 (Agricultural Use). Dedicator reserves the right to remove any trees on a Dedicator owned Lot without the permission of PPOA or LAOA.
7. **Storage.** All trash receptacles shall be screened. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or PPOA, in connection with the screening, storage and removal of trash and garbage. All Lots shall be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste shall be kept in adequate



containers which shall be constructed of metal, plastic, or masonry material, with tightly fitting lids, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials or equipment whatsoever, except the new building materials used in the construction of improvements erected on the Lot during the time of construction, so long as the construction progresses without unreasonable delay. Upon completion of the improvements, these materials shall be removed from the Lot, or stored in a suitable enclosure on the Lot. All wood piles, yard equipment, and other similar items shall be located or screened so as to be concealed from view of streets and property located adjacent to the Lot. All rubbish, trash, and garbage shall be removed from the Lot and shall not be allowed to accumulate thereon.

8. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any Lot except dogs or cats, or other household pets not kept for commercial purposes, and which are confined to the Lot by a leash, fencing or otherwise. Owners shall be solely responsible for protecting their pets from predators. Owners shall be responsible for damage to other property caused by their pets. Other than birdhouses, no wildlife feeders are allowed within the Property.
9. **Firearms.** Use of firearms on any part of the Property is prohibited except in areas that may be designated for such purpose by Dedicator and PPOA.
10. **Nuisances.** No noxious, offensive, dangerous or noisy activity (other than the normal operation and maintenance of aircraft) shall be conducted on any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said Lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure and must comply with outdoor burning rules and regulations. No grass or weeds shall be allowed to grow to a height that is unsightly in the opinion of PPOA. PPOA shall have the right, after seven (7) days' written notice to the Owner of a Lot, to remove from such Lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the Owner of the Lot for all reasonable costs thereby incurred.
11. **Towers and Wires.** No radio or television towers or aerial wires shall be maintained (a) over any part of any Lot, not occupied by a structure, or (b) at a height of more than thirty feet from the ground or at a height which conflicts with any Federal Aviation Administration Regulation concerning safe fly zones for aircraft.
12. **Drilling and excavation.** No oil drilling, development, refining, quarrying or mining operation shall be permitted upon the surface of any Lot. No sand, gravel or earth shall at any time be excavated or dug out of any Lot, except for the purpose of laying the foundation of a Dwelling Unit, Outbuilding or Hanger thereon, or the construction of any other approved improvements, or improving the gardens or grounds thereof. No mineral rights are conveyed by Dedicator to Owner.
13. **Water Wells.** No water wells shall be drilled upon any Lot so long as water for domestic use shall otherwise be available to the Owner of any such Lot.
14. **Advertising Signs.** All advertising signs must comply with PPOA's policy for the placement of signs, except for the Dedicator's permitted use of signs to designate Lots offered for sale as provided in Article III.C.14 (Unsold Lots). Dedicator may also display window signs in Dwelling Units offered for sale and signs that designate one or more "Model Homes," such signs not to exceed 18" x 24" in dimension.
15. **Electrical Service Lines.** All electrical service lines (being the line from the distribution line to the Dwelling Unit, the Hangar and Outbuildings) shall be installed underground.
16. **Parking and Prohibited Vehicles.**
  - (a) **Parking:** Vehicles shall be parked only in the garage or driveway serving the Dwelling Unit, or in such other paved areas as have been approved by PPOA for parking vehicles. On-street parking on a temporary basis for Owners and their visitors, guests, and service personnel is allowed, subject to the rules and regulations as established by PPOA.
  - (b) **Prohibited Vehicles:** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats, other watercraft and associated trailers, golf carts, and golf cart trailers shall be parked only in enclosed garages, or in other permitted enclosed Outbuildings or Hangars. Stored vehicles and vehicles which are obviously inoperable or do not have current licenses shall not be permitted on the Lot except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Lot must be removed within fourteen (14) days thereof. For purposes of this section, vehicles shall be considered stored if it is up on blocks or covered with a tarpaulin, and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of PPOA. Service and delivery vehicles may be parked on a Lot during the daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit.
17. **Taxiway Maintenance.** The Owner of each Airport Lot shall be responsible for reasonable maintenance of that portion of the private taxiway that is on the Owner's Airport Lot. Reasonable maintenance shall include, but not be limited to, providing an open, smooth, and routinely mowed surface that can be used by aircraft. The Owner may, at the Owner's expense, upon written approval by Dedicator and LAOA, pave the portion of the taxiway on such Owner's Lot, such paving to be with concrete only. Each Owner, upon the building of a Dwelling Unit on an Airport Lot, is obligated to install an irrigation system adequate to maintain the unpaved portion of the taxiway easement on that Airport Lot.
18. **Storage of Aviation Fuel.** The storage and/or distribution of fuel for aircraft on or from any Lot for any use (private or otherwise) is prohibited.

## B. CONSTRUCTION OF IMPROVEMENTS

1. **Approval of Plans.** No building, fence, or structure or improvement of any kind shall be erected or altered on any Lot until PPOA or any committee authorized by PPOA's By-Laws, such as PPOA's Architectural Control Committee, has approved in writing: (a) a plan for the overall development of the Lot, including the size and location of proposed structures, size and location of parking and storage facilities, fencing, and screening and retaining walls; and (b) the plans and specifications for the proposed structure

or alteration, taking into consideration suitability of materials and design, specifications, surface water drainage, including the size of any culvert pipe in any drainage way that conforms with the drainage plan for the overall development of said Lot (see the Plat for culvert size required for each Lot). In the event of disapproval of any such plans, specification, materials, designs, 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 elements disapproved and the reason therefore, but need not contain suggestions as to methods to cure any matters disapproved. Any notice of disapproval made by PPOA may be appealed to the Board of Directors of PPOA, and the judgment of the Board of Directors of PPOA in this respect shall be final and conclusive. If notice of disapproval of such plans, specifications, materials, or plot-plan is not given within thirty (30) days after same have been submitted, it will be presumed that same have been approved.

2. **Floor area.** There shall not be erected or permitted to remain on any Lot a Dwelling Unit having a floor area (when measured to exterior walls and exclusive of attached garage, Outbuilding, Hangar, open porches, patios or other similar outbuildings) of less than the minimum number of square feet as set out for the respective Lots as follows:

All Lots	Minimum Square Feet	-	2200 square feet
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If two or more Lots are replatted into a single Lot, the minimum square footage requirement for the Dwelling Unit shall remain the same as stated above.

3. **Exterior walls.** At least seventy-five percent (75%) of the exterior wall surface of any Dwelling Unit shall be constructed of stone, masonry veneer, stucco, or glass materials commonly used, unless written exception to such requirement is given by PPOA. Hangars that are detached or attached to the Dwelling Unit, and Outbuildings that are behind an imaginary straight line that would divide the Lot in such a manner that the Dwelling Unit would be in front of that line, and the ends of the line would be equidistant from the front Lot corners, must have seventy-five percent (75%) of the exterior wall that faces the front of the Lot (exclusive of any front entry door as permitted herein) consist of building materials similar to those of the Dwelling Unit. The remaining sides and rear must have at least four (4) feet of wainscoting that is consistent with the masonry veneer, stone, stucco, or other principal building material used on the Dwelling Unit. The balance of the building may be coated or painted metal, or other material approved by PPOA. Hangars that are detached or attached to the Dwelling Unit, but are located in such a manner that any part of the Hangar would be in front of an imaginary straight line that would divide the Lot in such a manner that the Dwelling Unit would be in front of that line, and the ends of the line would be equidistant from the front Lot corners, as allowed in Article III.B.9 (Hangars), must have seventy-five percent (75%) of the exterior wall that faces the front of the Lot (exclusive of any front entry door as permitted herein) and seventy-five percent (75%) of the exterior wall that faces the nearest adjacent Lot, consist of building materials similar to those of the Dwelling Unit, with all other exterior walls having at least four (4) feet of wainscoting that is consistent with the masonry veneer, stone, stucco, or other principal building material used on the Dwelling Unit. In no event shall the walls or roof of an Outbuilding or Hangar be of unpainted galvanized corrugated metal.
4. **Building lines.** No building shall be located on any Lot within the building setback area as designated on the Plat, except for eaves as explained below. The building setback area is defined as that area measured from the boundary line of a Lot or the boundary of the taxiway easement to the setback lines for a Lot as designated on the Plat. Granting of exceptions to construction within the building setback area shall only be upon the written approval of PPOA. However, any approval of a building setback exception on any Airport Lot shall require the additional approval of Dedicator. No structures including, but not limited to, fences, swimming pools, gardens or patios shall be allowed between the boundary of any taxiway easement and any building setback line. For the purpose of this restriction, building lines are measured to the exterior wall of the applicable building. Building lines are not measured to the eaves. Eaves shall not extend more than twenty-four inches (24") into the setback area. See the Plat for building setback requirements for each Lot.
5. **Corner Lots.** The Owner must designate one boundary of a Lot as the front lot line, if such boundary is not defined in this document.
6. **Corner Lots – Dwelling Unit Angled to the Corner.** The Dwelling Unit may be angled to front the corner of the Lot where two streets or private streets intersect. The garage and/or Hangar on any such Lot must have a side or rear entry. Side entry garages and/or Hangars also may be angled to the street at a forty-five (45) degree angle or less and not be considered as facing the street. This angle shall be shown on the plot plan when building plans are submitted to PPOA for approval. Garage and/or Hangar entries are considered to face the street or private way when an imaginary straight line that extends through the center of the garage and/or Hangar intersects the street at an angle greater than 45 degrees. In no event shall a garage and/or Hangar entry be permitted to be angled to a street or private way at an angle greater than 45 degrees without the prior written approval from PPOA. In no event shall a garage entry be permitted to be angled to or face Landings Road West.
7. **Garages.** Every garage shall be an enclosed structure attached to the Dwelling Unit or to a breezeway or covered porch attached to the Dwelling Unit. Every garage shall have the capacity to contain at least two automobiles. The garage must be a side or rear entry garage and is not permitted to open to or front any street or private way. No garage shall be modified or otherwise used so as to reduce its capacity for parking less than 2 vehicles unless approved by PPOA. No garage entry shall face any street or private way except for Corner Lots in accordance with Article III.B.5 (Corner Lots) and Article III.B.6 (Corner Lots- Dwelling Unit Angled to the Corner). Porte-cocheres are permitted; provided, however, any porte-cochere must be a drive through facility. If the porte-cochere is on the front of the Dwelling Unit, there must be two entry points to the private way, and the porte-cocheres shall not be used for permanent parking. Breezeways that connect the side or rear of a Dwelling Unit to an Outbuilding, Garage and/or a Hangar are permitted.

8. **Outbuildings.** The design and construction of any Outbuilding must meet the exterior wall and roof standards of the Dwelling Unit, unless approved by PPOA. No Outbuilding shall exceed the Dwelling Unit in height, unless prior approval of PPOA is obtained. All Outbuildings shall be placed on the Lot behind an imaginary straight line that would divide the Lot in such a manner that the Dwelling Unit would be in front of that line, and the ends of the line would be equidistant from the front Lot corners.
9. **Hangars.** Hangars for the sole use of the Owner shall be permitted. Hangars must meet the architectural requirements and all other restrictions as outlined in this Section B (Construction of Improvements), except that their height may exceed the height of a Dwelling Unit. However, no Hangar may exceed forty (40) feet in height unless approved by PPOA. Hangar doors for the entry of aircraft must be either rear or side entry and are not permitted to be angled to or face Landings Road West. Hangars may be free standing structures, or directly attached to the Dwelling Unit, or connected to the Dwelling Unit by means of a breezeway. Hangars may have one overhead door that faces the street if the door does not exceed twelve (12) feet in width. All Hangars, whether attached or detached to the Dwelling Unit, shall be placed on the Lot behind an imaginary straight line that would divide the Dwelling Unit in such a manner that at least thirty percent (30%) of the Dwelling Unit as measured on the exterior wall of the Dwelling Unit, that either faces or is attached to the Hangar, would be in front of that line, and the ends of the line would be equidistant from the front Lot corners. No commercial operations or Business shall be permitted in the Hangars, except those that would be allowed under the provisions of Article III.A.4 (Business Use). No Owner shall lease or rent such Owner's Hangar, or any portion thereof, for the storage of airplanes, vehicles, equipment, or other items of personal property, unless such Hangar is included in a lease of the Dwelling Unit and the entire Lot.
10. **Fencing.** Plans for the design, location, and/or relocation of fences shall be submitted to PPOA, which shall have the right to allow or disallow such improvements, except as follows:
  - (a) **Landings Airport Property.** Any fence on a property line adjacent to Landings Airport Property shall be limited to four (4) feet in height, shall consist of pipe, wood, iron, PVC, coated chain link, or other material approved by PPOA, and shall not obstruct the view to the Landing Airport Property. Wire or galvanized metal chain link fences are not allowed. Any fence constructed on a property line adjacent to the Landings Airport Property shall be constructed in a way in which the smooth side faces the Landings Airport Property, and must be maintained in good repair.
  - (b) **Landings Road West.** Any fence constructed on the right-of-way line adjacent to Landings Road West shall consist of pipe, wood, iron, PVC, coated chain link, or other material approved by PPOA. Solid privacy fencing is not allowed.
  - (c) **Taxiways.** Any fence adjoining a taxiway must be built no closer to the taxiway than the setback line according to Article III.B.4 (Building Lines) above.
  - (d) **All Other Fencing.** All other fencing shall be limited to four (4) feet in height, shall consist of pipe, wood, iron, PVC, coated chain link, construction, or other material approved by PPOA. Wire or galvanized metal chain link fencing is not allowed. Fencing of front yards is allowed but must consist of decorative materials approved by PPOA.
11. **Structures on Easements and Right-of-Ways.** No structure, planting, mechanical equipment, or other material (except fences permitted under subsection 11(b) below) shall be placed or permitted to remain within the easements designated on the Plat, or those easements referred to in Article II (Easements), which may damage or interfere with the passage of approved automotive or aircraft traffic, or the installation and maintenance of utilities, or which may change or restrict the direction or flow of drainage channels in the easements. Dedicator, while in the course of exercising its right of access, shall not be responsible for the replacement of permanent improvements built on or placed in the easements by the Owner nor be responsible for the replacement of any improvements built on or placed in the easements that are damaged by water flowing in the easements.
  - (a) Cooling towers, storage tanks, air conditioning units, and all other mechanical units must be located at the side or rear of the Dwelling Unit. Any mechanical unit within a drainage easement must allow for pass through drainage under the mechanical unit. All such units must be screened so as not to be visible by the public from any adjoining private way, and each and every Owner shall comply with any and all regulations or requirements promulgated by PPOA concerning the adequacy of the screening and the materials used to accomplish satisfactory screening.
  - (b) Fencing that has been approved according to Article III.B.10 (Fencing) is permitted in the easements, except as restricted in Article III.B.4 (Building Lines) and Article III.B.10 (c) (Fencing – Taxiways), but must be designed to reasonably minimize restriction or diversion of water flows in the drainage easements.
12. **Maintenance of Easements and Right-of-Ways.** The easement areas of each Lot, including all improvements in or on said area, shall be maintained continuously by the Owner of the Lot, except for those improvements and maintenance activities for which PPOA, a public authority or utility company is responsible. Owner's responsibility for maintenance shall extend from the Lot's property line through any contiguous easement and/or right-of-way to the paved surface of the adjoining street. PPOA is responsible for maintaining such rights-of-way at a grade which will ensure adequate drainage in accordance with Dedicator's development drainage plan. Owners shall not obstruct or alter the designed flow of any drainage way.
13. **Sidewalks, Driveways, and Drainage Structures.** No sidewalks shall be permitted in the right-of-way parallel with private streets, but this provision does not exclude sidewalks or driveways from private streets or streets to the buildings on a Lot. All garages shall be connected to private streets by a driveway constructed of portland cement concrete, brick, stone (not gravel), or other cementaceous material. Driveway structures that cross drainage channels must provide for culverts or drainage structures to allow unrestricted passage of water flows down the entire adjoining drainage channel during extreme rainfalls. The size and design of required culverts or drainage structures, whether temporary or permanent, must comply with the specifications designated on the Plat, and must be installed before any construction is started on the Lot.
14. **Mail boxes.** The location, site, and design shall be in accordance with U.S. Postal regulations.

15. **Gas.** Propane, LPG or other compressed gases are allowed for household purposes, but all tanks and/or containers must be installed according to specifications of the appropriate regulatory agencies. All tanks and associated equipment must be screened so as not to be visible by the public from any adjoining private way, and each Owner shall comply with any and all regulations or requirements promulgated by PPOA concerning the adequacy of the screening and the materials used to accomplish said screening.
16. **Time of Construction.** Construction of any Dwelling Unit shall be completed within eighteen (18) months from the issuance of a building permit, unless prevented by war, strikes, or acts of God. All additional improvements may be constructed at the same time as the construction of the Dwelling Unit that it is intended to serve, but shall be completed within the eighteen (18) month construction time. Any construction that is not included in the initial building permit, and is completed later than the eighteen (18) month construction period, must comply with Article III.B.1 (Approval of Plans).
17. **Sewage Facilities.** All lavatories, toilets and bath facilities shall be installed indoors and where sewer service is not available, shall be connected to adequate septic systems constructed to comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Where sewer service is available Owners shall be required to connect to, use, and pay for that service. All lavatories, toilets and bath facilities shall be completely installed and functioning before a Dwelling Unit is occupied.
18. **Irrigation.** An irrigation system for the irrigation of pecan trees has been installed by Dedicator on some Lots. Upon the sale of any such Lot, Dedicator shall cap off any irrigation water going to such Lot, but Dedicator shall not be obligated to remove or maintain said irrigation system. Owner may use any remaining disconnected irrigation system on the Lot, or may install its own irrigation system.
19. **Finished Floor Level.** No Dwelling Unit shall be constructed unless the finished floor level is equal to, or greater than, the finished floor elevation as shown on the Plat.
20. **Pollution.** No Lot shall be used for any purpose that would result in pollution by refuse, sewage, or other material that might tend to pollute or otherwise impair the ecological balance of surrounding lands, rivers, lakes, or ponds.
21. **Damage to Roads, Utilities, and Taxiways.** Any damage to private roadways, taxiways, or utilities such as, but not limited to, damage to pipelines, streets, street shoulders and drainage ditches caused by Owner or Owner's agents that occurs from the date of issuance of the building permit until completion of the improvements on the Owner's Lot shall be the responsibility of the Owner, and any costs associated with the repairs of such damage shall be paid by the Owner. The roads in the Property have been constructed according to specifications as established by Hood County, Texas at the start of construction, and any repairs shall comply with the minimum requirements of Hood County, Texas.
22. **Use of Ponds and Lakes.** No Owner shall have any right:
  - (a) to pump water from any pond or lake,
  - (b) to discharge water or waste into pond or lake, except as occurring through normal run-off,
  - (c) to use PPOA's, LAOA's or Dedicator's ponds and lakes for any personal or recreational use. Each Owner recognizes all of said lakes and ponds as a potential hazard, and agrees that the Owner will be responsible for securing the safety of Owner and Owner's families, guests, and pets, and shall not require the fencing of such and will hold Dedicator, PPOA and LAOA harmless from such potential hazards. No watercraft of any kind is permitted on any lake or pond. Each Owner of a Lot that adjoins the ponds and/or lakes owned by PPOA, LAOA or Dedicator, shall maintain the landscaping to the edge of such pond and/or lake.
23. **Stock Tanks.** No stock tanks, ponds or lakes of any kind shall be constructed on a Lot.
24. **Compliance with Laws.** Construction or alteration of improvements on each Lot must comply with the rules and regulations of PPOA, and all applicable local building codes, if any, by governmental agencies. PPOA is not a governmental agency as of the date of the filing of this Dedication, but PPOA does have certain powers as granted in this Dedication, as well as through its by-laws and rules and regulations, and through its contractual agreements with Dedicator.
25. **Disclaimer of Liability.** No approval of plans and specifications for improvements to a Lot and no publication of design guidelines shall be construed as representing or implying that such plans, specifications, or design guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any Dwelling Unit or any other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Dedicator, LAOA, PPOA nor any of its committees bear any responsibility for insuring the structural integrity or soundness of any improved construction or modifications, nor the insuring of compliance with building codes or any other governmental requirements. Neither Dedicator, LAOA, PPOA, the Board of Directors of either Association, nor any Association committee or its members shall be held liable for any injury, damages, or loss arising out of the approval or disapproval of or noncompliance with any plans or specifications, the manner or quality of approved construction, or modification to any Dwelling Unit. LAOA and its members and invitees, Dedicator, and PPOA will not be liable for any damage to the Owner's property or for any injury to any users of the Owner's property or amenities as a result of the taxiing of airplanes on the taxiways, or the operation of aircraft on or around the Landings Airport Property, or the exercising of the care and maintenance of the Landings Airport Property including, without limitation, the Landings Airport and its taxiways as provided in Article III.C.12 (Lots).

#### C. GENERAL

1. **Subdivision or Replatting of lots.** The repositioning or replatting of property lines between adjacent Lots where an additional residential lot is not created shall be permitted only upon written approval of Dedicator until the end of Dedicator's Control Period and then by permission of PPOA. No Lot may be subdivided for an additional residential lot without being approved by PPOA and Dedicator. Dedicator expressly reserves the right, at any time or from time to time, to file a replat of all or any part of the Property owned by Dedicator to effect a reconfiguration of any Lots in the Property then owned by Dedicator. The combining of two or

more lots into one lot does not change any of the other provisions or requirements of this Dedication, including building requirements.

2. **Combining of lots.** Dedicator expressly reserves the right to combine into one Lot and sell as one Lot any adjacent Lots to which it shall hold title, and the combined Lot shall be considered as one Lot for assessment purposes by PPOA and, as applicable, LAOA. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with prior approval of Dedicator, consolidate such Lots or portions thereof into a single Lot for the purpose of constructing one Dwelling Unit and such other improvements as permitted herein. The Owner must have the two Lots replatted into one Lot and recorded in the Real Property Records of Hood County, Texas for the approval by Dedicator to be valid. On application by an Owner, the Board of Directors of PPOA and, as applicable, LAOA shall adjust the assessment on a consolidated replatted Lot to an amount not more than the full assessment rate for a single Lot. Any Lot that has been formed by combining two or more Lots into one Lot is restricted from ever being subsequently subdivided into more than one Lot.
3. **Flood easements.** Certain Lots may be subject to temporary flooding in the event of a heavy rainfall or unscheduled water releases from Lake Granbury by the Brazos River Authority. Special investigations have been made to locate the highest water line of record and each Lot has been located in a way which will provide a possible building site on each Lot above such high water line. No Dwelling Unit shall be constructed unless the finished floor level is equal to or greater than the finished floor elevations as noted on the Plat. (see Article III.B.19 (Finished Floor Level)). Dedicator does not warrant such special investigations, nor does Dedicator warrant that unforeseen events or acts of God or any other event will not cause the water to rise higher than the finished floor elevations at some future time period.
4. **Recreational Facilities.** The recreation facilities consist of all the amenities provided by PPOA. The decision to discontinue, expand, substitute or relocate a recreational facility shall be that of PPOA.
5. **Disposition of a Lot.** No sale, transfer, lease, or other disposition of any Lot shall be considered consummated unless and until the following procedure has been completed:
  - (a) The proposed purchaser or transferee of the Lot (the "Transferee") has been approved as a member of PPOA.
  - (b) In the event of a disposition or attempted disposition in violation of subsection 5(a) above or subsection 5(d) below, PPOA shall have the absolute right and option to acquire said Lot (or the interest disposed of or proposed to be disposed of) at the same price and on the same terms as were offered to the Transferee.
  - (c) The foregoing provisions of subsections 5(a) and 5(b) shall not apply to any lender that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, or to any transferee of a Lot pursuant to a duly probated will or by way of intestacy (an "Excluded Transferee").
  - (d) If an Excluded Transferee shall acquire an interest in a Lot and shall thereafter desire to sell, transfer, lease, or otherwise dispose of its interest in said Lot, then the Excluded Transferee shall be required to comply with the provisions of this Article III.C.5.
6. **Membership in PPOA.** Upon the approval of a Transferee's application for membership in PPOA, and the execution of a sales contract or the acceptance of a deed, each Transferee shall become a member of PPOA, a nonprofit organization organized for the purpose of providing its members with a clubhouse and private recreational facilities, and of establishing and maintaining private streets, security protection, and other services for the common benefit of all owners in the Pecan Plantation Development. Membership in PPOA shall be conditioned upon observance of all governing documents established by PPOA for the benefit and general welfare of its members and for the official operation thereof. Membership in PPOA shall be conditioned upon the payment, when due, of any dues or fees as provided in PPOA's By-Laws and Rules and Regulations for certain services and benefits which PPOA may provide for the benefit of the members of PPOA.
7. **Membership in LAOA.**
  - (a) The use of Landings Airport Property including the Landings Airport shall be limited to Airport Lot Owners and Dedicator and their respective family, guests and invitees and any lessees of hangars constructed on property owned by Dedicator (or any affiliate of Dedicator) or its assigns. Each Owner of an Airport Lot shall upon the acceptance of title to an Airport Lot, submit an application to become a member of LAOA. LAOA has been organized for the purpose of providing its members with services and amenities associated with the operation of Landings Airport Property including the Landings Airport. Upon approval of the application, each Owner of an Airport Lot is obligated to become an active member, and to maintain that membership so long as such Owner owns an Airport Lot and LAOA or its successors owns and operates Landings Airport Property including the Landings Airport, and so long as LAOA offers such memberships to Owners of Airport Lots. Said memberships shall be conditioned upon observance of the By-Laws and the Rules and Regulations established by LAOA for the benefit and general welfare of its members.
  - (b) LAOA shall be incorporated as a nonprofit corporation and shall be managed by its Board of Directors pursuant to the procedures set forth in LAOA's Certificate of Formation and By-Laws, subject to this Dedication.
  - (c) LAOA shall have two classes of membership, Class "A" and Class "B". Class "A" Members shall include all Owners of Airport Lots except the Class "B" Member. Class "A" Members shall have one vote for each Airport Lot owned by a Class "A" Member. The sole Class "B" Member shall be Dedicator. Until the termination of Dedicator's Control Period, Dedicator shall have the unconditional right, subject to the By-Laws of LAOA, to approve, or withhold approval, of (1) actions of the Board of Directors and committees as provided in the By-Laws, and (2) the rights and powers granted to LAOA under this Dedication.
  - (d) The By-Laws of LAOA will provide that its initial Board of Directors will all be appointed by Dedicator. Upon the termination of Dedicator's Control Period, a meeting of the Owners will be held to elect a new slate of directors. The directors will carry out the Business of LAOA in accordance with the By-Laws.
  - (e) Through the Board of Directors, LAOA shall have the powers and duties to adopt rules and



regulations to implement this Dedication and its By-Laws, to enforce this Dedication and its By-Laws, and to establish and collect assessments as set forth herein and in its By-Laws. In the event of any conflict between the terms of this Dedication and the rules and regulations or By-Laws adopted by LAOA, the terms of this Dedication shall control.

8. **Lien for amounts owed to PPOA or LAOA.** By the acceptance of title to a Lot, each Owner, its heirs and assigns, who is or becomes a member of PPOA and, as applicable, LAOA covenants and agrees that PPOA and, as applicable, LAOA shall have a lien upon the subject Lot or Lots (second only to liens for taxes and duly recorded mortgages) to secure the payment of all dues, fees, and charges assessed by PPOA or LAOA, including court costs and reasonable attorney's fees incurred in connection with the collection of the same. It is understood that in the event that both PPOA and LAOA have the right to exercise their rights under their respective liens, then the lien that is first recorded with the County Clerk of Hood County, Texas shall be superior to the other lien.
9. **Non-members of PPOA and/or LAOA.** If, notwithstanding the requirement of membership in PPOA and, as applicable, LAOA as a condition to the purchase of a Lot, title to any Lot shall be acquired by a party who has not registered for membership in PPOA or, as applicable, LAOA, or if any Owner shall register for membership but later ceases to be a member of PPOA or, as applicable, LAOA, then nevertheless, said Owner, by acceptance of title to a Lot, covenants and agrees that such Owner will bear and pay such portion of the specific expenses required and expended by PPOA or, as applicable, LAOA for the maintenance of the facilities and services for which such Owner would be required to pay if such Owner was a member of PPOA and, as applicable, LAOA and as determined by the accountant for PPOA or, as applicable, LAOA. Further, each Owner, on behalf of such Owner and such Owner's heirs and assigns, does hereby covenant and agree that PPOA or, as applicable, LAOA shall have a lien upon the subject Lot or Lots owned by such Owner (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, or the immediate family of James E. Anthony and his lineal descendants, shall not be subject to any dues, assessments or liens by PPOA or LAOA.
10. **Builder Owned Lots.** Builders who at any one-time purchase for resale a minimum of three (3) unimproved Lots from Dedicator, shall be subject to only the assessments levied by PPOA and LAOA for one Lot for a period of two and one-half (2-1/2) years from the date that such Lots were acquired. Any Lot owned by a Builder for a period greater than two and one-half (2-1/2) years shall be subject to the full dues and assessments of PPOA assessed for all other Lots. Such waiver of assessments is not transferred upon the sale or transfer of a Lot to a Transferee.
11. **Assessments.**
  - (a) In order to maintain the facilities within the Pecan Plantation Development, each Owner of a Lot shall be assessed an amount payable monthly to PPOA, except as provided in Article III.C.9 (Non-Members of PPOA and/or LAOA) and Article III.C.10 (Builder Owned Lots) above.
    - i. Any proposed increase in an assessment shall be determined by PPOA in accordance with its By-Laws.
    - ii. Neither Dedicator nor any successor to Dedicator, whether it is a corporation, partnership, or joint venture, nor any entity with substantially the same ownership and control as Dedicator, as well as any immediate member of the James E. Anthony family, shall ever be assessed any dues or assessments by PPOA for any Lots owned by it.
  - (b) In addition, in order to maintain Landings Airport Property and the Landings Airport and the facilities associated therewith, each Owner of an Airport Lot that is required to be a member of LAOA, shall be assessed amounts payable to LAOA as determined by the Board of Directors of LAOA as set forth in its By-Laws.
    - i. Any proposed increase in an assessment shall be determined by LAOA in accordance with its By-Laws.
    - ii. The Board of Directors of LAOA may also assess Special Assessments and Specific Assessments (as such terms are defined in its By-Laws) as set forth in the By-Laws.
    - iii. Except as specifically provided in the By-Laws of LAOA, neither Dedicator, nor any legal successor to Dedicator, whether it is a corporation, partnership, or joint venture, nor any entity with substantially the same ownership and control as Dedicator, as well as any immediate member of the James E. Anthony family, shall ever be assessed any dues or assessments by LAOA for any Airport Lots owned by it. Notwithstanding anything to the contrary, during Dedicator's Control Period, Dedicator shall annually elect either to pay regular assessments on all of its unsold Airport Lots or to pay the difference between the amount of assessments collected on all other Airport Lots subject to assessment and the amount of actual expenditures by LAOA during the fiscal year.
12. **Lots.** The owners of Lots shall permit the doing of every act necessary and proper to the operation and maintenance of the Landings Airport and the associated taxiway easements, including but not limited to the operation of aircraft, the use of necessary and usual equipment upon the Landings Airport and the associated taxiway easements, the usual and common noise level created by the operation and the maintenance for the Landings Airport, together with all other common and usual activity associated with the operation of a private airport and the associated taxiway easements. No Owner of a Lot shall be entitled to use the Landings Airport or its facilities for any purpose unless they are members of LAOA. Neither PPOA, LAOA, nor the Dedicator shall be liable for any damages to any property or to individuals arising from the normal and usual maintenance, storage or operation of aircraft on the Landings Airport Property or the associated taxiways. Also, none of the above named parties shall be liable for any damages to property or to individuals arising from the presence of, or the movement of, wildlife on or across the airport facilities, runways or taxiways, nor will any such parties be required to fence the Landings Airport, runways or taxiways, or to maintain any program of animal control to prevent access to the Landings Airport, runways or taxiways by wildlife.

- 13. Pecan Operations.** At the time of this Dedication, an entity related to Dedicator operates property adjoining the Property which it intends to use for the continuing purposes of planting, growing, and cultivating pecan trees and gathering pecans for commercial sale (hereinafter called "pecan operations"). Dedicator reserves to itself, its affiliates, successors and assigns, and all owners or lessees or operators of said pecan operations, the right to do any acts and use any machinery and equipment reasonably necessary or desirable in connection with the pecan operations including, but not limited to, plowing, planting, aerial and ground spraying of chemicals, irrigation, fertilization, burning, cultivation and gathering and the right to use, without cost or the payment of any dues or assessments to LAOA, the Landings Airport Property in connection with such pecan operations. By acceptance of title to a Lot, each Owner agrees on behalf of Owner and Owner's heirs, assigns, guests and invitees that Dedicator, its affiliates, successors and assigns, and all owners or lessees or operators of said pecan operations, shall not be liable for any damage, injury or medical condition resulting directly or indirectly from such pecan operations unless said damage or injury is caused by the conducting of such operations in a negligent manner. Any pecan operations carried out under approved and accepted pecan horticultural practices for any orchard, regardless of its location, shall be deemed acceptable and reasonable. Also, Dedicator reserves the right to operate as part of the pecan orchard any Lots owned or leased by Dedicator with the same rights and privileges as outlined in this Article III.C.13 (Pecan Operations). Each Owner, by acceptance of title to a Lot, understands that such pecan operations on occasions, and from time to time, produce noise, odors, dust, smoke, spray drift and other temporary inconveniences, and that such are deemed as a part of the ordinary operation of the orchard. Dedicator further intends and reserves to itself, its affiliates, successors and assigns, and all owners or lessees or operators of said pecan operations, or any other owner of said pecan orchard adjoining any of the Lots, the right, but not the obligation, to construct and maintain fences separating the land to be used for pecan operations from the Lots, private streets, and recreational facilities. By acceptance of title to a Lot, each Owner agrees that Owner and such Owner's family, guests and invitees shall observe and respect such fences and refrain from crossing same and shall respect the privacy and ownership of the land and crops on which pecan operations are conducted.
- 14. Unsold lots.** Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent(s) the right to use any unsold Lot for a temporary office location and the right to place a sign or signs on any unsold Lot; such signs not to exceed a maximum size of 18" x 24."
- 15. Rental of Dwelling Units.** No lease, sublease, or rental of a Dwelling Unit shall be executed or consummated unless the lessee agrees in writing to register for membership in PPOA and, as applicable, LAOA in accordance with each Association's By-Laws and to maintain such membership during said tenancy; and no such lease, sublease, or rental shall be renewed or extended or otherwise continued beyond its original term unless such lessee, sublessee, or tenant continues as a tenant member of PPOA and, as applicable, LAOA. The Owner letting, subletting, or renting any Dwelling Unit shall be responsible for making advance arrangements as may be necessary to comply with PPOA By-Laws and, as applicable, LAOA By-Laws, then in effect regarding use of facilities by non-members of PPOA and, as applicable, LAOA, including obtaining from PPOA and, as applicable, LAOA temporary membership or guest cards for such tenants or guests. The Owner, not the lessee or renter, shall be responsible for all dues and assessments accruing to the Lot by PPOA and, as applicable, LAOA.
- 16. Interpretation.** In the event of any dispute over the proper interpretation or intent of any of the provisions of this Dedication, the determination of the Dedicator or successor shall be final and binding on all interested persons.
- 17. Severability.** All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.
- 18. Enforcement.** These restrictions, covenants, and conditions may be enforced by PPOA, LAOA, Dedicator, and/or by the Owner of any Lot, either by proceedings for injunction, or to recover damages for breach thereof, or both. However, only PPOA and, as applicable, LAOA may,
- (a) file suit to collect any of the charges, dues, and expenses mentioned in Articles(s) III.C.5 (Disposition of a Lot), III.C.6 (Membership in PPOA), III.C.7 (Membership in LAOA), III.C.10 (Builder Owned Lots), and III.C.11 (Assessments) above, all of which shall be payable to PPOA or, as applicable, LAOA, or
  - (b) to enforce foreclosure of any lien therein granted.
- 19. Duration.** All of the restrictions and covenants herein set forth shall continue and be binding upon Dedicator, its successors and assigns, and all parties claiming by, through or under Dedicator (including, without limitation, each Owner and such Owner's successors and assigns) until January 1, 2035, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each. Prior to January 1, 2035, this Dedication may not be terminated without the written consent of all Owners, Dedicator, PPOA and LAOA. At any time after January 1, 2035, but subject to the written approval of PPOA, LAOA, and Dedicator (during Dedicator's Control Period), the Owners of a majority of the Lots herein dedicated (one vote for each Lot), by written instrument duly executed, acknowledged and recorded in the Real Property Records of Hood County, Texas, may release or terminate this Dedication as to all or any portion of the Property. No such termination or any amendment pursuant to Article III.C.21 (Amendments) shall affect or impair the rights and privileges retained by Dedicator with respect to any other land (i.e. land not included in the additions platted as a part of the Pecan Plantation Development) owned by Dedicator, its successors and assigns, with specific reference to the pecan orchard operations or future development of the surrounding land owned by Dedicator, nor affect any agreement between PPOA and Dedicator. Selection by Dedicator of January 1, 2035 in this provision is intended only to provide a reasonable period of time for assured continuity and stability for Owners of Lots, and is not intended in any way to affect, or to be in conflict with, or to be construed in connection with the comparable original "duration" date of January 1, 1997 provided for in other Pecan Plantation Subdivision Restrictions, nor is this date intended to affect the ability of PPOA to amend its By-Laws or Rules and Regulations at any time it so wishes by the exercise of its rights under its existing By-Laws or



any future modified By-Laws.

- 20. Additional Subdivisions.** Dedicator intends to subdivide and plat other land adjoining or near the Property from time to time so as to develop same as a part of the larger Pecan Plantation Development. Certain agreements exist between Dedicator and PPOA that govern such future development. Dedicator therefore reserves the right to develop land adjoining or near the Property, and to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Dedicator shall deem advisable, whether more or less stringent than those provided herein, subject to any preexisting agreements between Dedicator and PPOA. Unless otherwise provided in the instrument creating any such future subdivision of lands owned by Dedicator adjoining or near the Property, all Owners of Lots and all owners of Lots in other subdivisions which are platted as a part of the Pecan Plantation Development outside the Property, whether they are present or future subdivisions, shall be entitled equally to the use of all private streets and recreational facilities dedicated to PPOA provided for in such subdivisions, and to become members of PPOA, just as though all of said subdivisions had been created at one time and by one instrument. Notwithstanding anything to the contrary, it is not the intent of Dedicator by virtue of this Dedication, to:
- (a) forego or limit any right, privilege, option, or benefit obtained by PPOA from Dedicator, including, but not limited to, the limitation on the total memberships in PPOA, or
  - (b) to forego or limit any right, privilege, option or benefit previously reserved by Dedicator from PPOA in any agreements duly documented between Dedicator and PPOA.
- 21. Amendments.**
- (a) By Dedicator. Notwithstanding anything to the contrary, until conveyance of the first Lot by Dedicator to an Owner other than a Builder, Dedicator may unilaterally amend this Declaration for any purpose. Thereafter, Dedicator may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Lots; (iv) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; or (v) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as Dedicator still owns any part of the Property, it may unilaterally amend this Declaration for the purpose of clarification or to correct technical, typographical, or scrivener errors, or for any other purpose provided the amendment has no material adverse effect upon any right of any Owner.
  - (b) By Owners. Except as otherwise specifically provided above, this Dedication may be amended only by the Owners of a majority of the Lots herein dedicated (one vote for each Lot), by written instrument duly executed, acknowledged and recorded in the Real Property Records of Hood County, Texas, and only with the consent of PPOA, LAOA and Dedicator (during Dedicator's Control Period).
- 22. Annexation and Withdrawal of Property.**
- (a) Until January 1, 2035, Dedicator may from time to time unilaterally (subject to the provisions of this Dedication) annex any real property immediately adjacent to and contiguous with the Property. Without obtaining the consent of the members of PPOA or LAOA, Dedicator may transfer or assign the right to annex property to any transferee or assignee that assumes all of Dedicator's rights and obligations under this Dedication provided that such transfer (with assumption) is memorialized in a written, recorded instrument executed by Dedicator.
  - (b) Such annexation shall be accomplished by filing a Supplemental Dedication & Restrictions annexing such property in the Real Property Records of Hood County, Texas. Any such annexation shall be effective upon the filing of record of such Supplemental Dedication & Restrictions unless otherwise provided therein. Nothing in this Dedication shall be construed to require Dedicator or any successor to annex or develop any additional property.
  - (c) Annexation shall be accomplished by filing a Supplemental Dedication & Restrictions describing the property being annexed in the Real Property Records of Hood County, Texas. Any such annexation shall be effective upon filing unless otherwise provided therein.
  - (d) Until January 1, 2035, Dedicator reserves the right to amend this Dedication for the purpose of removing any portion of the Property (except any portion of the Landings Airport Property) from the coverage of this Dedication, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Such amendment shall not require the consent of PPOA, LAOA or any Owner other than the Owner of the property to be withdrawn, if not Dedicator.
- 23. Transfer of Rights.** Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns (or, at its election, to assign to PPOA) the discretion, approval rights, and enforcement rights retained by Dedicator with respect to any of the Lots; and to grant to its successors or assigns the benefit of all provisions hereof which relate to any other land now owned by Dedicator.
- 24. Covenants Running with the Land.** All of the covenants and agreements undertaken or assumed by Owners of each Owner of a Lot hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the Lots hereunder, shall run with said Lots, and shall be binding on each Owner and on such Owner's heirs, administrators, executors, successors and assigns.
- 25. Attorney's Fees.** All attorneys' fees incurred by PPOA, Dedicator, or LAOA in the enforcement against any Owner of the covenants, conditions and restrictions contained in this Dedication, as amended, shall be the obligation of such Owner, and such Owner agrees to pay all such attorney's fees incurred by PPOA, Dedicator or LAOA in connection with such enforcement.

Executed this 26<sup>th</sup> day of March, 2019.

PLANTATION ORCHARD, L.P., a Texas limited partnership

By: Midway Brazos, Inc., a Texas corporation, its General Partner

By: *Benjamin L. Anthony*  
Benjamin L. Anthony, President

ACKNOWLEDGEMENT

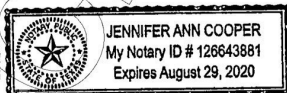
THE STATE OF TEXAS \*

COUNTY OF HOOD \*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BENJAMIN L. ANTHONY, 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 MIDWAY BRAZOS, INC., a Texas corporation, and that he executed the same as the act of PLANTATION ORCHARD, L.P., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of March, 2019.

*Jennifer Ann Cooper*  
Notary Public, State of Texas



After recording return to:  
PLANTATION ORCHARD, L.P.  
7900 Monticello Drive  
Granbury, Texas 76049