

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
GAINES BEND SUBDIVISION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF PALO PINTO       §

1. **Date; Declarant.** This Supplemental Declaration of Covenants, Conditions, and Restrictions for Gaines Bend Subdivision (the "Supplemental Declaration") is signed on the 19<sup>th</sup> day of February, 1998, and filed of record by:

GAINES BEND DEVELOPMENT, LTD., a Texas limited partnership,  
and MADGE L. BELDING (jointly referred to as "Declarant")  
HC 51, Box 18  
Graford, Texas 76449 (Palo Pinto County)

2. **Subject Property.** This Supplemental Declaration relates to the property known as the Gaines Bend Subdivision on the shores of the Morris Sheppard Reservoir, commonly referred to as Possum Kingdom Lake (the "Lake"), in Palo Pinto County, Texas, the fee title of which property is owned by Declarant. The property that is subject to this Supplemental Declaration is all of the property subject to the recorded plats for the Gaines Bend Subdivision, which recorded plats are listed in Exhibit A which is attached to and made a part of this document for all purposes.

In addition to the property included within the recorded plats listed in Exhibit A, Declarant also intends and hereby declares that this Supplemental Declaration applies to all land (if any) owned by Declarant located between the existing platted lots and the nearest adjacent 1,000 foot above mean sea level contour line (the normal maximum surface elevation) of the Lake by extending the side lot lines of the platted lots to the 1,000 foot contour line, and also applies to all land owned by Declarant located adjacent to an existing platted lot and covered by an existing recorded lease of a platted lot (including any amendment to an existing recorded lease of a platted lot).

If any portion of an existing platted lot extends beyond and below the 1,000 foot contour line of the Lake, into land that is owned by the Brazos River Authority, then such portion of the existing platted lot is excluded from this Supplemental Declaration. It is the intent of Declarant that this Supplemental Declaration will apply only to land that is presently owned by Declarant and not to land that is presently owned by any person or entity other than Declarant.

All of such property is referred to in this Supplemental Declaration as the "Subject Property" or as the "Subdivision."

3. **Prior Documents.** This document is intended to supplement (and not to supersede or replace) the Restrictive Covenants and other documents previously filed of record relating to various portions of the Subject Property, as more particularly listed in Exhibit B which is attached to and made a part of this document for all purposes. To the extent that the Restrictive Covenants previously filed of record are worded to apply only to "Lessees" and for the protection of the "Lessees" of the Lots, such Restrictive Covenants are hereby amended and expanded to also apply to and protect Owners (as defined below).

4. **Definitions.** The following words when used in this Supplemental Declaration will have the following meanings:

A. "Association" means and refers to the nonprofit corporation to be incorporated under the laws of the State of Texas named Gaines Bend Property Owners Association, Inc. (as more specifically described in Paragraph 7).

B. "Common Areas" means and refers to all real property owned or to be owned by the Association for the common use and enjoyment of the Owners and their guests, together with all improvements now or hereafter constructed thereon. The Common Areas include (but are not necessarily limited to) the parks and recreational areas and the boat ramps and docks intended for common use and road easements across the property of Declarant providing ingress and egress to the Subdivision.

C. "Lot" means and refers to each plot of land shown upon any recorded and still effective plat of property in the Subdivision and which is designated as a lot on such plat, which is privately owned, and which is now or is intended to be improved with a residential dwelling or is part of a residential site, but does not include any of the Common Areas or land which on the date of filing this Supplemental Declaration is not currently platted.

In some situations a lot consists of a platted lot plus an additional portion of an adjoining platted lot, the total of which is covered by a single lease and the total of which is restricted to a single residential dwelling under the present lease. In such situations, the term "Lot" means the entire tract as leased and such entire leased tract will be deemed one "Lot" for purposes of this Supplemental Declaration.

All of the existing lots covered by this Supplemental Declaration and as presently leased are listed in Exhibit C (which is attached to this document and made a part of this document for all purposes), which includes the original numbering of the platted lots, any combinations made during the leasing process, and the numbering now used for the resulting lots.

For each platted lot in the Subdivision, the definition of "Lot" as used in this Declaration includes the land (if any) presently owned by Declarant and located between the platted lot and the nearest adjacent 1,000 foot contour line of the Lake by extending the side lot lines of the platted lot to the 1,000 foot contour line, and also applies to all land owned by Declarant located adjacent to an existing platted lot and covered by an existing recorded lease of a platted lot (including any amendment to an existing recorded lease of a platted lot).

If any portion of a platted lot extends beyond and below the 1,000 foot contour line of the Lake, into land that is owned by the Brazos River Authority, then such portion of the platted lot is excluded from this Supplemental Declaration and the definition of a "Lot."

With respect to land that is subject to a condominium declaration, a "Lot" will include an individual condominium unit plus that unit's associated undivided interest in the condominium project real estate.

It is anticipated that a current survey will be prepared of each Lot as it is sold by Declarant so that the exact boundaries of the Lot will be established by the survey and incorporated into the deed of the Lot that is filed of record.

D. "Owner" means and refers to every person and entity who is a record owner of a fee or undivided interest in any Lot or other property that is subject to the terms of this Supplemental Declaration, but does not include persons or entities (such as lenders) who hold an interest merely as security for the performance of an obligation. The term "Owner" also includes an Agreed Lessee (as defined below).

E. "Agreed Lessee" means and refers to a lessee of a Lot who agrees in a writing filed of record in the Official Public Records of Palo Pinto County to be bound by the terms, conditions, and obligations of this Supplemental Declaration, and the heirs, successors and assigns of the lessee who agreed to be so bound. (See Paragraph 7.C for the rights of Agreed Lessees.)

F. "Declarant" includes the originally named parties as Declarant and their personal representatives, heirs, and successors and assigns who receive rights or title by operation of law, and the persons or entities that were members of Gaines Bend Development, Ltd., and who receive the rights and interests of that limited partnership upon the dissolution of that limited partnership, but does not include a party who acquires title by sale unless such party acquires more than one undeveloped Lot from Declarant for the purpose of development and the rights of Declarant as to such Lots are expressly transferred by Declarant to the acquiring party. The term "Declarant" also includes a party that acquires fee title to multiple Lots in the Subdivision by way of foreclosure or deed in lieu of foreclosure on a lien executed by Declarant.

G. Other words that are capitalized in this Supplemental Declaration will have the meanings given to them in other paragraphs of this document.

5. **Purpose of Supplemental Declaration.** Most Lots in the Subdivision have been leased by Declarant (or Declarant's predecessors in title) to individual lessees. Most lessees have constructed residences and other improvements on their respective Lots and, in many instances, the leasehold estate held by the lessee of a Lot has been mortgaged to a lender to secure the payment of a loan to finance the lessee's construction of improvements on the Lot.

Declarant has decided to offer Lots in the Subdivision for sale and wishes to place additional

covenants, conditions and protective restrictions on the Subject Property as part of the planned sale of Lots. This Supplemental Declaration is to establish a uniform plan for the further development, improvement, and sale of the Subject Property; to insure the preservation of such uniform plan for the benefit of both present and future Owners of property within the Subdivision; and to enhance and protect the value, attractiveness, and desirability of property in the Subdivision.

6. **Covenants Running With the Land.** The provisions of this Supplemental Declaration will be covenants running with the land and will be applicable to all of the Lots and other property within the Subdivision and will be binding on all parties having or acquiring any right, title, or interest in the Subject Property or any part thereof, *except that the provisions of this Supplemental Declaration will not be binding on any lessee of a Lot who has not agreed in a writing filed of record to be bound by this Supplemental Declaration (unless a prior lessee of such Lot has agreed to be bound by this Supplemental Declaration).* These covenants will be for the benefit of and will be binding on each Owner of property in the Subdivision and their respective heirs or successors in title and assigns, including each Agreed Lessee and the heirs, successors and assigns of an Agreed Lessee.

7. **Property Owners Association.** At or about the time that this Supplemental Declaration is signed and filed for record, Declarant has caused a nonprofit corporation to be incorporated under the laws of the State of Texas named Gaines Bend Property Owners Association, Inc. (the "Association").

A. **Membership.** Each Owner of a Lot (but not of any Common Areas) in the Subdivision will automatically be a member ("Member") of the Association. Membership in the Association is appurtenant to ownership of the Lot and may not be separated from ownership of the Lot, except as provided in subparagraph C below for Agreed Lessees.

B. **Voting by Members.** Each Member of the Association is entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be Members of the Association, but no more than one vote may be cast with respect to any Lot; the vote for any Lot may be exercised as the Owners of the Lot among themselves determine.

C. **Rights of Agreed Lessees.** The Declarant or other Owner of a Lot may assign its rights and obligations as a Member of the Association to an Agreed Lessee of a Lot, if that Agreed Lessee expressly assumes and promises to fulfill the obligations of the Owner as a Member of the Association with respect to the leased Lot. Any such assignment and assumption must be in writing and filed of record in the Official Public Records of Palo Pinto County with a copy furnished to the Association and must not last beyond the end of the lease. No such assignment and assumption will relieve the Owner of the Lot of its underlying obligations in the event that the Agreed Lessee defaults in performing the obligations assumed. During the term of such an assignment by an Owner to an Agreed Lessee, the Agreed Lessee will have voting rights and other rights and obligations as a Member of the Association the same as an Owner, the same as though the Agreed Lessee had purchased the Lot.

D. Bylaws. The Association may adopt and amend whatever bylaws and rules that it deems appropriate, provided that they are not in conflict with the terms and provisions of this Supplemental Declaration, the Texas Non-Profit Corporation Act, or other applicable law.

E. Rights, Powers, and Duties of Association. The Association will have the following rights, powers, and duties:

(1) The Association is to provide for the acquisition, construction, management, maintenance, and care of the Common Areas or other property of the Association in or related to the Gaines Bend Subdivision, in full accordance with Section 528(c) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

(2) The Association may assess and collect assessments from the Members (other than Declarant) as provided in this Supplemental Declaration and may charge reasonable admission and other fees for the use of recreational and other facilities that are a part of the Common Areas.

(3) The Association may borrow money and, with the affirmative vote of at least two-thirds (2/3) of the total authorized votes, may mortgage the Common Areas.

(4) The Association may establish reasonable rules and regulations governing the use and enjoyment of the Common Areas by Members of the Association and their guests, and may suspend the right of any Member to use the Common Areas for up to 60 days for any infraction of the Association's rules and regulations.

(5) The Association may suspend the right of any Member to vote and to use the Common Areas for any period during which any assessment or other amount owed by the Member to the Association remains unpaid.

(6) The Association may dedicate or convey all or any part of the Common Areas, or an interest therein, to any public authority for such purposes and subject to such conditions as may be agreed to by at least a two-thirds (2/3) vote of the total authorized votes.

(7) The Association may rent or lease any part of the Common Areas for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Subdivision, but subject to other applicable restrictions. The Common Areas shall not be rented or leased for the operation of any service activity for use by the general public or for commercial business, work, and business activity not intended primarily for the benefit of Members or other residents and guests in the Gaines Bend Subdivision.

(8) The Association may contract for garbage and rubbish pickup, security and/or emergency services, and similar services. The cost thereof may be included in the regular assessments payable to the Association. Notwithstanding the "uniform rate" requirements of Section

7.F(2), the Association may establish assessments for such costs by taking into consideration the existence or non-existence of improvements situated on Lots.

(9) The Association also has all other rights, powers, and duties given to the Association by the Articles of Incorporation for the Association, by law, by other provisions of this Supplemental Declaration, or pursuant to the Bylaws adopted by the Association, or necessary to operate the Common Areas or other property of the Association in or related to the Gaines Bend Subdivision, subject to any applicable restrictions established by law or otherwise.

F. Assessments and Liens.

(1) The Association is expressly granted the authority (subject to the restrictions of subparagraphs (2) and (3) below) to levy and collect the following assessments against Lots in the Subdivision: (i) regular assessments or charges levied by the Board of Directors of the Association against all Lots in the Subdivision; (ii) special assessments against all Lots in the Subdivision for capital improvements recommended by the Board of Directors of the Association and approved by an affirmative vote of at least a majority of the total authorized votes; (iii) individual special assessments levied by the Board of Directors of the Association against individual Lots to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the occupant(s) of the individual Lot and not caused by ordinary wear and tear; and (iv) individual special assessments or charges levied by the Board of Directors of the Association for improvements and maintenance affecting a few particular Lots as long as at least a two-thirds (2/3) majority of the affected Owners approve in writing such individual special assessments. All assessments shall be due and payable at such frequencies and times as determined by the Board of Directors of the Association.

(2) Both regular assessments and special assessments (but not individual special assessments) shall be fixed at a uniform rate for all Lots (including each Lot leased to an Agreed Lessee), except as follows: (i) a regular assessment for garbage or rubbish pickup may be set on a per house or unit basis rather than a per Lot basis (since some houses or units are located on more than one Lot and some Lots are unimproved); (ii) no regular assessment or special assessment shall ever be charged to or payable by the Declarant for any Lot in the Subdivision existing on the date that this document is filed for record, since the Declarant has no effective means for passing the cost of such assessment on to a current lessee who is not an Agreed Lessee; and (iii) for Lots added to the Subdivision by the Declarant after the date that this document is filed for record, as provided in Paragraph 14, each new Lot shall be assessed at a lower rate equal to one-fourth (1/4) of the rate set for other Lots, but this lower rate for a new Lot will apply only until such new Lot is first sold (or leased to an Agreed Lessee) or for a maximum of three years after the date that the plat covering the new Lot is filed for record. Individual special assessments as allowed by subparagraph 7.F(1)(iv) above may be charged to the particular Lots affected rather than to all Lots in the Subdivision. Assessments shall be prorated on a daily basis as required to implement the terms of these provisions.

(3) Until such time as the authorized number of votes of Owners (exclusive

of Declarant) and Agreed Lessees equal at least 60% of the total number of Lots in the Subdivision, the assessments shall be restricted so that, without approval by vote or written consent of at least 50% of the Members of the Association exclusive of Declarant, (i) the regular assessment(s) per Lot under subparagraph 7.F(1)(i) shall not exceed \$200 per year (not including any assessment for garbage and rubbish pickup), and (ii) no special assessments may be authorized under subparagraph 7.F(1)(ii). Thereafter, all assessments shall be determined by the Board of Directors of the Association.

(4) The regular assessments, the special assessments, and the individual special assessments, together with interest and reasonable costs of collection (including court costs and attorney fees), shall be a charge on the Lot subject to the assessment and payment of such amounts shall be secured by a continuing lien in favor of the Association and against the Lot against which the assessment is made. The lien for unpaid assessments shall be unaffected by any sale, lease or assignment of the Lot and shall continue in full force and effect until paid. The unpaid amount of any assessment or part thereof that is not paid when due shall bear interest from the due date at the rate of ten percent (10%) per annum, unless a different rate of interest is set by the Association.

(5) The amount of each assessment, together with interest and reasonable costs of collection, shall also be the continuing personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. No Owner may waive or otherwise escape liability for an assessment by non-use of the Common Areas or abandonment of a Lot.

(6) If an assessment is more than 90 days past due, the Association may, at its option, (i) bring an action at law against the Owner personally obligated to pay the assessment in order to enforce payment, (ii) seek a judicial foreclosure of the lien against the Lot subject to the assessment, or (iii) conduct a non-judicial sale of the Lot subject to the lien under a power of sale as a contract lien established by this paragraph. A non-judicial sale under a power of sale shall be conducted in accordance with the requirements of Chapter 51 of the Texas Property Code.

8. **Road Fund.** Prior to the date of filing this Supplemental Declaration, Declarant has established an account called the "Gaines Bend Road Fund" to assist in paying for construction and maintenance of the roads leading from State Highway 16 to the Lots in the Subdivision. Contributions to the Gaines Bend Road Fund have been made by lessees of the Lots in the Subdivision. At or about the time that this Supplemental Declaration is filed of record, a document entitled "Assignment of Interest in Gaines Bend Roads and Road Fund" is being signed by the Declarant and the Association to transfer all funds and control of the Gaines Bend Road Fund to the Association and with the Association thereafter being responsible for the collection and expenditure of the Gaines Bend Road Fund and for the improvements and maintenance of the roads leading to the Lots and Common Areas in the Subdivision across easements over Declarant's property and for the payment of ad valorem taxes, if any, attributable to such easements and improvements. From and after the date that this Supplemental Declaration is filed of record, the Gaines Bend Road Fund shall be controlled by the Association and assessments for the Gaines Bend Road Fund shall be handled the same as assessments for other purposes under Paragraph 7.F of this Supplemental Declaration, and subject to the same restrictions as provided in Paragraph 7.F.



By acceptance of a deed to a Lot in the Gaines Bend Subdivision, an Owner of a Lot agrees, for the Owner and for the Owner's heirs, successors and assigns, to pay assessments to the Association and to participate in the Gaines Bend Road Fund as it may be administered by the Association. An Agreed Lessee of a Lot who has expressly assumed and promised to fulfill the obligations of the Owner as a Member of the Association with respect to the leased Lot shall be deemed to have assumed the responsibility of paying assessments to the Association for the Gaines Bend Road Fund.

**9. Required Approval of Improvements.**

A. After the date that this Supplemental Declaration is filed of record, no new residence, outbuilding, fence, wall, structure, driveway, boat dock, boathouse, pier, or utility lines of any kind may be constructed or placed on any Lot or on land adjacent to the Lot or on the Lake, nor may any addition or alteration be made in any existing or new residence, outbuilding, fence, wall, structure, driveway, boat dock, boathouse, pier, or utility lines on any Lot, other than for routine maintenance, unless and until the plans and specifications, designs, plot plans, and grading plan for the proposed improvements have been submitted to and approved by the Association's Board of Directors or its designated committee. This requirement is intended to insure compliance with the restrictive covenants applicable to a Lot, as established by the separately recorded restrictive covenants applicable to the Lot or by this Supplemental Declaration.

B. To secure the approval of improvements required by this Paragraph 9, an Owner of a Lot shall deliver to the Association's Board of Directors or its designated committee such information as may be reasonably requested to enable the reviewing body to determine the location, scale, size, design, character, style, construction materials, and appearance of the proposed improvements.

C. In deciding whether to approve proposed improvements, the Association's Board of Directors or its designated committee shall take into consideration, among other factors, the suitability of the proposed improvements as the same relate to the general plan of development for the Subdivision and the effect of the proposed improvements on other Lots and residents of the Subdivision. The reviewing body shall have full authority to make decisions regarding and to enforce the restrictive covenants applicable to the Lot and the proposed improvements, including the authority to issue rules, regulations, and guidelines interpreting and implementing the architectural restrictions (but not inconsistent with the recorded architectural and other restrictions).

D. At or about the same time that this Supplemental Declaration is filed for record, the Declarant is assigning to the Association by a separate instrument all rights that the Declarant has reserved in previously recorded restrictive covenants to review and approve plans for improvements on Lots within the Subdivision and on adjacent properties and the Lake.

E. Any improvements beyond and below the 1,000 foot contour of the Lake, including all boat docks and other improvements on the Lake, also require the approval of the Brazos River Authority.



F. The approvals required by this Paragraph 9 apply only to future improvements, additions, or alterations, on which construction is initiated after the date that this document is filed for record. Nothing in this Paragraph 9 is intended to require an approval for any improvements existing at the time that this Supplemental Declaration is filed for record.

10. **Restrictions on Use.** Each Lot and each Owner is subject to the following restrictions, which are in addition to (and do not supersede or replace) any and all previously filed restrictions applicable to the Lot:

A. All docks, fences, boat houses, and other buildings, and other improvements or additions to same, shall be substantially and safely constructed, painted, and kept in good repair by the Owner of the Lot, and in accordance with any rules and regulations heretofore set or to be hereinafter set by the Brazos River Authority and the Association. The exterior of a residence on a Lot must be substantially completed within six months from the date construction commences, unless the Association's Board of Directors or its designated committee or manager expressly grants consent otherwise.

B. Septic tanks and sanitary sewer facilities on any Lot must be constructed, used, cleaned, and maintained in accordance with all applicable governmental rules and regulations, including (but not necessarily limited to) those of the State Department of Public Health and the Brazos River Authority, and in accordance with any rules established by the Association.

C. Disposition of sewage, garbage, or other refuse shall be done in accordance with applicable governmental rules and regulations and in accordance with any rules and fees established by the Association's Board of Directors. If the Association's Board of Directors establishes a fee for such service, it may be made part of or in addition to the regular assessment and may be set based on a uniform charge per house or unit rather than per Lot (since some houses or units are situated on more than a single Lot and some Lots are unimproved). No burning of garbage or other refuse is permitted without prior consent of the Association or its designated committee or manager. Papers, trash, and rubbish must be deposited only in proper receptacles and may not be thrown or deposited on any Lot or property within the Subdivision. Unless the Association's Board of Directors adopts different rules, all garbage must be deposited in the dumpsters that are centrally located in or adjacent to each area of the Subdivision, and watertight receptacles with tightly fitting covers and with not more than thirty (30) gallons capacity may be used for temporary storage on a Lot before removal of the garbage to the dumpster.

D. No advertising signs of any description are allowed to be placed on any Lot or property within the Subdivision, except by special permit issued by the Association or its designated committee.

E. All animals subject to the control of an Owner of a Lot must be kept on the Owner's Lot at all times, except when the animal is on a leash or in a vehicle. The Association's Board of Directors may impose restrictions on the number and type of animals allowed in the

Subdivision or on the roads and easements that serve the Subdivision.

F. Fireworks on any Lot or any part of the Subdivision or on the roads and easements that serve the Subdivision may be prohibited at any time if deemed appropriate by the Association's Board of Directors.

G. Shooting of firearms and air guns is prohibited on all parts of the Subdivision and on the roads and easements that serve the Subdivision, except as specifically approved by the Association's Board of Directors as part of game conservation and management programs supervised by the Texas Parks & Wildlife Department.

H. The Association's Board of Directors may adopt reasonable restrictions or prohibitions relating to the operation of vehicles (including all-terrain vehicles or "ATVs") within the Subdivision or on the roads and easements that serve the Subdivision. Unlicensed vehicles may not be operated on the roads in the Subdivision or that serve the Subdivision. Only licensed drivers who are licensed to drive the type of vehicle which he or she is operating may drive on the roads in the Subdivision or that serve the Subdivision. The Declarant expressly retains the right to impose and enforce restrictions relating to vehicles operating on land owned by Declarant, including the roads over land owned by Declarant.

I. Any exterior lighting installed on any Lot must either be indirect or of such controlled focus and intensity as not to disturb the residents of other Lots. The Association's Board of Directors may grant a waiver of this restriction for any lighting existing on a Lot on the date that this Supplemental Declaration is filed of record.

J. No Owner of a Lot shall permit anything to be done or kept on a Lot which will result in the cancellation of or increase in any insurance carried by the Association, or which would be in violation of any applicable law.

K. No Lot may be subdivided into smaller lots without the express prior written consent of the Board of Directors of the Association and, if approval is granted, each of the smaller lots will be considered a "Lot" within the meaning of this Declaration and will be allocated a full share of the assessments.

11. **Provisions Relating to Brazos River Authority.** Each Owner is subject to the following restrictions relating to the Brazos River Authority:

A. Declarant does not grant or warrant to any Owner or any other person any right to use water from the Lake, or to construct improvements and maintain private facilities on the lake, or to have access to the Lake. These rights may be granted only by the Brazos River Authority and are subject to the rules and regulations established by the Brazos River Authority, as amended from time to time.

B. Declarant does not grant or warrant to any Owner or any other person any title or right to possession of any land below the 1,000 foot above mean sea level contour line of the Lake, since land below the 1,000 foot contour line is owned by the Brazos River Authority. The Brazos River Authority has given public notice that it may at some future time increase the height of the Morris Sheppard (Possum Kingdom) Dam so that the maximum lake level will be at an elevation of 1,015 feet above sea level. No improvements or betterments may be constructed below elevation of 1,015 feet mean sea level on any part of or adjacent to the Subject Property except at the Owner's sole risk. By acceptance of a deed to any Lot or other part of the Subject Property, each Owner waives any and all damages, or claims for damages against Declarant, to any improvements or betterments that might be so erected after the date that this Supplemental Declaration is filed of record, because of water stored in, caused by, resulting from, or flowing through the Lake. This waiver is only for the benefit of Declarant and its successors and assigns and expressly does not extend for the benefit of the Brazos River Authority.

12. **Easement Reserved for the Association.** Declarant reserves for the benefit of the Association a right of ingress and egress at all times over and upon each Lot for carrying out by the Association of its functions, duties, and obligations under this Supplemental Declaration. However, any entry by the Association upon any Lot pursuant to this right must be made with as minimum inconvenience to the Owner and residents of the Lot as practical, and any damage caused by such entry shall be repaired by the Association at its expense.

13. **Easement Granted to Lot Owners for Ingress and Egress.** Declarant hereby grants to each Owner of a Lot in the Subdivision, and their successors, assigns, and lienholders, a nonexclusive right of easement for ingress and egress over existing or future roadways situated on the property of Declarant located adjacent to the Lots and connecting the roads in the Subdivision with State Highway 16, in order to provide access to the Owner's Lot and access to the Common Areas. Owners shall contribute to the costs of improving and maintaining the roadways and payment of any ad valorem taxes attributable to such roadways through the Gaines Bend Road Fund as provided in Paragraph 8 of this Supplemental Declaration. Declarant reserves the absolute right at its expense to change the location of any road over Declarant's property in order to facilitate further development, leasing, and sale of Declarant's property or for any other purpose, as long as the change does not prevent reasonable access to each Lot or to the Common Areas. Declarant also reserves the right to more particularly locate the exact location of the easement under this Paragraph by filing for record a centerline description of the easement. This easement right is a right appurtenant to the ownership of a Lot and may not be conveyed separately. Only licensed drivers who are licensed to drive the type of vehicle which he or she is operating may drive on the roads on Declarant's property. This express easement is not to be considered a public dedication of roadways and the fee simple title and all ownership rights in the land upon which the roadways are located are intended to remain privately owned by Declarant or Declarant's heirs, successors and assigns, subject only to the limited right of travel over and across same by the Owners of Lots and their successors, assigns, and guests. The roads themselves are to be controlled and maintained by the Association as part of the Gaines Bend Road Fund, as provided in Paragraph 8 of this Supplemental Declaration.

**14. Future Development.** At the time that this Supplemental Declaration is filed of record, the Subject Property covered by this Supplemental Declaration includes only the property described in Paragraph 2 above. Declarant owns additional property located adjacent to the Subject Property which may be developed for legally permissible uses, but subject to any restrictions filed by Declarant applicable to such other property. Declarant may (but is not obligated to) bring all or part of such additional property into the general plan of development represented by this Supplemental Declaration by filing of record a written document declaring that such additional property is so added to the coverage of this Supplemental Declaration. Upon the filing of any such written document, the Owners of Lots or other tracts of privately owned property within such added areas shall become Members of the Association with the same rights, duties, and obligations as the then existing Members of the Association unless differences in the rights, duties, and obligations for the new Members are expressly approved in writing by both the Declarant and the Board of Directors of the Association. Declarant may also designate additional Common Areas within a newly developed area which will be transferred to and maintained by the Association, but only with the express written consent and acceptance of the Association. Any future development by Declarant on the property adjacent to the Subject Property (located anywhere on the Gaines Bend peninsula) shall require the purchasers or users of property to participate in the Gaines Bend Road Fund.

**15. General Provisions.**

A. **Enforcement.** These covenants and restrictions may be enforced by Declarant, the Association, or any Owner of a Lot (including an Agreed Lessee). Failure by any party to enforce a covenant or restriction shall not be deemed a waiver of the right to do so at a later time. Any party entitled to enforce these covenants and restrictions is expressly granted the right to sue for and obtain temporary and permanent injunctive relief to prevent the breach or to enforce the observance of these covenants and restrictions, in addition to any other remedies allowed by law.

B. **Duration; Amendment.** These covenants and restrictions run with the land and last for a period of twenty-five (25) years from the date this Supplemental Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners of the Lots and approved by the Association's Board of Directors has been recorded agreeing to change these covenants and restrictions in whole or in part, or as this Supplemental Declaration may otherwise be amended as allowed by any applicable law. No amendment may be adopted at any time, without the prior written consent of Declarant, that increases the assessments payable by Declarant as provided in this document or that restricts or alters the rights of Declarant under this document.

C. **Amendment by Declarant.** As long as Declarant owns a Lot in the Subdivision, the Declarant reserves the right to, and may at any time and from time to time, with the written consent of the Association's Board of Directors, amend this Supplemental Declaration by an instrument in writing duly signed, acknowledged, and filed of record, for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein. Any such amendment must be consistent with and in furtherance of the general plan of development as

evidenced by this Supplemental Declaration and may not impair the vested property or other rights of any Owner or mortgage holder.

D. Severability. If any provision of this Supplemental Declaration is declared invalid by the judgment or order of a court of competent jurisdiction, such invalidity will not affect any other provision which remains in force and effect.

E. Binding Effect. Each part of this Supplemental Declaration is made for the mutual benefit of, and is binding upon, each and every person acquiring a Lot or other part of the Subdivision, and their respective successors and assigns.

F. Good Faith Lender's Clause. Nothing contained in this Supplemental Declaration shall impair or defeat the lien of any existing mortgage or deed of trust made in good faith and for value on any Lot or other part of the Subject Property, but the title to any Lot or other property subject to this Supplemental Declaration obtained through a sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the covenants and restrictions of this Supplemental Declaration.

G. Conflict with Other Documents. If any part of this Supplemental Declaration is in conflict with any term of a previously recorded Restrictive Covenant or deed of conveyance to any part of the Subject Property, the term of the prior document shall control, but only to the extent of such conflict.

16. Consent by Declarant's Lender. The Declarant's fee title to the Subject Property is subject to a mortgage lien held by City National Bank, Mineral Wells, Texas, and the rights and interests of Declarant as "lessor" under some of the leases on Lots have been collaterally assigned by Declarant to that bank. City National Bank is signing this Supplemental Declaration to evidence its consent to and approval of the terms of this Supplemental Declaration and to subordinate its rights in the Subject Property and in the leases to the terms and conditions of this Supplemental Declaration.

**GAINES BEND DEVELOPMENT, LTD.**

A Texas Limited Partnership

By: Barbara Belding Gibson  
Barbara Belding Gibson, General Partner

By: Cy Gibson  
Cy Gibson, General Partner

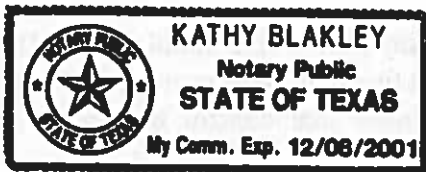
**MADGE L. BELDING**

By: Barbara Belding Gibson

Barbara Arline Belding Gibson,  
Under a Power of Attorney dated  
Feb. 5, 1997 and recorded in  
Volume 952, Page 418 of the  
Deed Records of Palo Pinto County, Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF PALO PINTO       §

This instrument was acknowledged before me on February 19, 1998, by BARBARA BELDING GIBSON, as General Partner on behalf of GAINES BEND DEVELOPMENT, LTD., a Texas limited partnership.



Kathy Blakley  
Notary Public, State of Texas  
Notary's Name Printed: Kathy Blakley  
My Commission Expires: 12/08/2001

THE STATE OF TEXAS           §  
  §  
COUNTY OF PALO PINTO       §

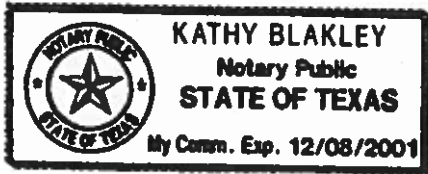
This instrument was acknowledged before me on February 19, 1998, by CY GIBSON, as General Partner on behalf of GAINES BEND DEVELOPMENT, LTD., a Texas limited partnership.



Kathy Blakley  
Notary Public, State of Texas  
Notary's Name Printed: Kathy Blakley  
My Commission Expires: 12/08/2001

THE STATE OF TEXAS §  
§  
COUNTY OF PALO PINTO §

This instrument was acknowledged before me on February 19, 1998, by BARBARA ARLINE BELDING GIBSON, as Attorney-in-Fact on behalf of MADGE L. BELDING, under a recorded Power of Attorney.

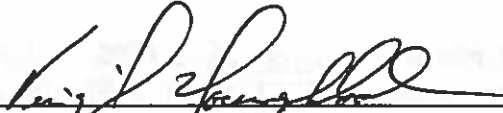


Kathy Blakley  
Notary Public, State of Texas  
Notary's Name Printed: Kathy Blakley  
My Commission Expires: 12/08/2001



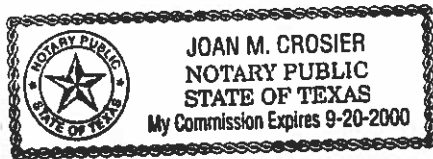
Approved as provided in Paragraph 16 above:

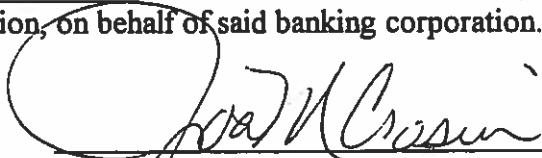
CITY NATIONAL BANK  
Mineral Wells, Texas

By:   
Name: Virgil Youngblood  
Title: Vice-President

THE STATE OF TEXAS           §  
  §  
COUNTY OF PALO PINTO       §

This instrument was acknowledged before me on 20th, 1998, by Virgil Youngblood, as Vice-President of CITY NATIONAL BANK, Mineral Wells, Texas, a [national/state] banking corporation, on behalf of said banking corporation.



  
Notary Public, State of Texas  
Notary's Name Printed: Joan M Crosier  
My Commission Expires: 09-20-00

Prepared By:

Robert G. West  
Michener Larimore Swindle Whitaker  
Flowers Sawyer Reynolds & Chalk, LLP  
3500 City Center Tower II  
301 Commerce Street  
Fort Worth, TX 76102

Return Recorded Document To:

George S. Gault  
Gault & Gault, LLP  
P.O. Box 817  
Mineral Wells, TX 76068

**EXHIBIT A****LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Property out of the Mrs. Antonio Chacon Survey, Abstract 1455, the J. A. Fortune Survey, Abstract 182, and the Garcia, Montez, and Duran Survey, Abstract 1540.

The Subject Property includes and is limited to all of the lots and other property included within the following plats recorded in the Plat Records of Palo Pinto County, Texas, which recorded plats are incorporated herein by reference for all purposes:

1. Plat of the GAINES BEND SUBDIVISION (FIRST FILING), dated July 8, 1968, recorded in Volume 3, Page 49, of the Plat Records of Palo Pinto County, Texas (covering 23.42 acres, including Lots One (1) through Forty-six (46));
2. Plat of the GAINES BEND SUBDIVISION (SECOND FILING), dated August 12, 1968, recorded in Volume 3, Page 50, of the Plat Records of Palo Pinto County, Texas (covering 20.7 acres, including Lots Forty-seven (47) through One Hundred (100));
3. Plat of the GAINES BEND SUBDIVISION (THIRD FILING), dated August 12, 1968, recorded in Volume 3, Page 51, of the Plat Records of Palo Pinto County, Texas (covering 24.81 acres, including Lots One Hundred One (101) through One Hundred Fifty-three (153));
4. Plat of the GAINES BEND SUBDIVISION (FOURTH FILING), dated October 14, 1968, recorded in Volume 3, Page 59, of the Plat Records of Palo Pinto County, Texas (covering 20.13 acres, including Commercial Area and Lots One Hundred Seventy-five (175) through One Hundred Ninety-eight (198));

Replatted in a plat dated May 14, 1973 and recorded in Volume 4, Page 40, of the Plat Records of Palo Pinto County, Texas;

Said commercial area replatted as Lots One Hundred Sixty-three (163) through One Hundred Seventy-four (174) in a plat recorded April 10, 1972, in Volume 4, Page 19, of the Plat Records of Palo Pinto County, Texas.

5. Plat of the GAINES BEND SUBDIVISION (FIFTH FILING), dated November 11, 1968, recorded in Volume 3, Page 63, of the Plat Records of Palo Pinto County, Texas (covering 21.18 acres, including Lots One Hundred Ninety-nine (199) through Two Hundred Forty-six (246));  
Lots One Hundred Ninety-nine (199) through Two Hundred Six (206) being replatted and filed October 8, 1973, recorded in Volume 4, Page 32, of the Plat Records of Palo Pinto County, Texas.
6. Plat of the GAINES BEND SUBDIVISION (SIXTH FILING), dated January 27, 1969, recorded in Volume 3, Page 68, of the Plat Records of Palo Pinto County, Texas (covering 19.54 acres, including Lots Two Hundred Forty-seven (247) through Two Hundred Eighty-six (286));
7. Plat of the GAINES BEND SUBDIVISION, BLOCK 2 (FIRST FILING), dated October 8, 1973, recorded in Volume 4, Page 32, of the Plat Records of Palo Pinto

County, Texas (covering 2.25 acres, including Block 2 Lots One (1) through Four (4));

8. Plat of the GAINES BEND SUBDIVISION, BLOCK 2 (SECOND FILING), dated September 23, 1985, recorded in Volume 6, Page 45, of the Plat Records of Palo Pinto County, Texas (covering 3.147 acres, including Block 2 Lots Five (5) through Fourteen (14));
9. The project tract of land for THE BEND CONDOMINIUMS, being a 6.25 acre tract of land within the Mrs. Antonio Chacon Survey, Abstract 1455, in Palo Pinto County, Texas, as more particularly described in the Enabling Declaration for Establishment of a Condominium dated May 1, 1981, and recorded in Volume 2; Page 73 of the Condominium Records of Palo Pinto County, Texas.
10. 1A Beginning at an iron stake at the Southeast corner of Lot 1, Block 1 of Gaines Bend Subdivision:

Thence, S 21° 4' 0" W for 50 feet; N 67° 53' 0" E for 183.34 feet to a iron stake at or about the 1000 foot contour of P.K. Lake; N 1° 42' 46" W for 50.36 feet to a iron stake at or about the 1000 foot contour of P.K. Lake and at the Northeast corner of Lot 1, Block 1 of Gaines Bend Subdivision; thence S 67° 53' 0" W for 200 feet to the place of beginning.

The above description describes a plot of land adjoining and adjacent to Lot 1 and which was added to the original lease of Lot 1, which was made in 1968. This tract of approximately .25 acres apparently was never platted as a portion of Gaines Bend Subdivision. This is a portion on Lot 1 and for the purposes of these declarations is to be included with the property to which these declarations apply.

11. 1B Beginning at an iron stake at the Southeast corner of Lot 1A as described in 10 above;

Thence S 24° 16' 0" W for 65 feet; N 82° 29' 0" for 174.98 to a iron stake at or about the 1000 foot contour of P.K. Lake; thence northerly along that contour N 31° 43' 0" E for 53.2 feet ; and continuing along the 1000 foot contour N 4° 39' 0" W for 60.33 feet to a iron stake at or about the 1000 foot contour of P.K. Lake; thence S 67° 53' 0 " W for 183.34 feet to the place of beginning.

The above description describes a plot of land adjoining and adjacent to Lot 1 and 1A and which was included with the original lease of Lot 1B, which was made in 1973. This tract of approximately .32 acres apparently was never platted as a portion of Gaines Bend Subdivision. For the purposes of these declarations this acreage is to be included with the property to which these declarations apply.

Block 2 Lot 1 joins Lot 1B along the south sideline of Lot 1B.

**EXHIBIT B****LIST OF PREVIOUSLY FILED RESTRICTIVE COVENANTS**

1. Restrictive Covenants signed by Frank B. Belding, dated July 8, 1968, filed July 8, 1968, and recorded in Volume 3, Page 49 Plat Records of Palo Pinto County, Texas, relating to Lots One (1) through Forty-six (46), Block One (1), Gaines Bend Subdivision (First Filing);
2. Restrictive Covenants signed by Frank B. Belding, dated August 12, 1968, filed August 12, 1968, and recorded in Volume 3, Page 51, Plat Records of Palo Pinto County, Texas, relating to Lots Forty-seven (47) through One Hundred (100), Block One, Gaines Bend Subdivision (Second Filing);
3. Restrictive Covenants signed by Frank B. Belding, dated August 12, 1968, filed August 12, 1968, and recorded in Volume 3, Page 53, Plat Records of Palo Pinto County, Texas, relating to Lots One Hundred One (101) through One Hundred Fifty-three (153), Block One, Gaines Bend Subdivision (Third Filing);
4. Restrictive Covenants signed by Frank B. Belding, dated April 10, 1972, filed April 10, 1972, and recorded in Volume 4, Page 19, Plat Records of Palo Pinto County, Texas, relating to Lots One Hundred Sixty-three (163) through One Hundred Seventy-four (174), Block One, Gaines Bend Subdivision, replat of 8.68 acres of land being a part of said commercial area as shown of said plat in Volume 3, Page 59, in Plat Records of Palo Pinto County, Texas;
5. Restrictive Covenants signed by Frank B. Belding and Barbara Arline Belding Gibson, dated May 14, 1973, filed May 14, 1973, and recorded in Volume 4, Page 30, Plat Records of Palo Pinto County, Texas, relating to Lots One Hundred Seventy-five (175) through One Hundred Ninety-eight (198), Block One, Gaines Bend Subdivision, replat of 20.13 acres of land heretofore platted and designated Lots 175 through 198 on plat, recorded in Volume 3, Page 51, in the Plat Records of Palo Pinto County, Texas;
6. Restrictive Covenants signed by Frank B. Belding, dated November 11, 1968, filed November 11, 1968, and recorded in Volume 3, Page 63, Plat Records of Palo Pinto County, Texas, relating to Lots One Hundred Ninety-nine (199) through Two Hundred Forty-six (246), Block One, Gaines Bend Subdivision (Fifth Filing);
7. Restrictive Covenants signed by Frank B. Belding and Barbara Arline Belding Gibson, dated January 27, 1969, filed January 27, 1969, and recorded in Volume 3, Page 68, Plat Records of Palo Pinto County, Texas, relating to Lots Two Hundred Forty-seven (247) through Two Hundred Eighty-six (286), Block One, Gaines Bend Subdivision (Sixth Filing);
8. Restrictive Covenants signed by Frank B. Belding, dated October 8, 1973, filed October 8, 1973, and recorded in Volume 4, Page 22 Plat Records of Palo Pinto County, Texas, relating to Lots One (1) through Four (4), Block Two, Gaines Bend Subdivision (First Filing), refiled in a document signed by Barbara Gibson and Madge L. Belding dated November 25, 1997 filed December 11, 1997, and recorded in Volume 944, Page 758;

- 9. Restrictive Covenants signed by Madge L. Belding and Barbara Arline Belding Gibson, dated September 23, 1985, filed September 23, 1985, and recorded in Volume 6, Page 45, Plat Records of Palo Pinto County, Texas, relating to Lots Five (5) through Fourteen (14), Block Two, Gaines Bend Subdivision (Second Filing);

**Exhibit C : Gaines Bend Lot Inventory**  
**Showing Original Numbering and Current Numbering.**

Approximate Lot Size: A=.5 a; B=.75 a; C= 1 acre

Orig #'s	Changes	Current #'s	Lot Size
B12 14		B12 14	B
B12 13		B12 13	B
B12 12		B12 12	B
B12 11		B12 11	B
B12 10		B12 10	B
B12 9		B12 9	B
B12 8		B12 8	B
B12 7		B12 7	B
B12 6		B12 6	B
B12 5		B12 5	B
B12 4		B12 4	B
B12 3		B12 3	B
B12 2		B12 2	B
B12 1		B12 1	B
1B		1B	B
1A	Put with 1 as a single lot unit.		
1		1	B
2		2	A
3		3	A
4		4	A
5		5	A
6		6	A
7		7	A
8		8	A
9		9	A
10		10	A
11		11	A
12		12	A
13		13	A
14		14	B
15	Put with 14 as a single lot unit.		
16		16	A
17		17	A
18		18	A
19		19	A
20		20	A
21		21	A
22		22	A
23		23	A
24		24	A
25		25	A
26		26	A

27		27	A
28		28	A
29		29	A
30		30	A
31		31	A
32		32	A
33		33	A
34		34	A
35		35	A
36		36	A
37		37	A
38		38	A
39		39	A
40		40	A
41		41	A
42		42	A
43		43	A
44		44	A
45		45	A
46		46	A
47		47	A
48		48	A
49		49	A
50		50	A
51	Removed from survey by Commissioners Court.		
52	Removed from survey by Commissioners Court.		
53	Removed from survey by Commissioners Court.		
54	Removed from survey by Commissioners Court.		
55	Removed from survey by Commissioners Court.		
56	Removed from survey by Commissioners Court.		
57	Removed from survey by Commissioners Court.		
58	Removed from survey by Commissioners Court.		
59	Description changed in lease.	59	A
60	Description changed in lease.	60	A
61		61	A
62		62	A
63		63	A
64		64	A
65	Removed from survey by Commissioners Court.		
66		66	A
67		67	A
68	A portion put with 67 & 69.		
69		69	A
70		70	A
71		71	A
72		72	A
73	A portion put with 72 & 74.		
74		74	A



75		75	A
76		76	A
77		77	A
78		78	A
79		79	A
80		80	A
81		81	A
82		82	A
83		83	A
84		84	A
85		85	A
86		86	A
87		87	A
88	A portion put with 87 & 89.		
89		89	A
90		90	A
91		91	A
92	Put with 91 as a single lot unit.		
93		93	A
94	A portion put with 93 & 95.		
95		95	A
96		96	A
97		97	A
98	Removed from survey by Commissioners Court.		
99	Removed from survey by Commissioners Court.		
100	Removed from survey by Commissioners Court.		
101	Removed from survey by Commissioners Court.		
102		102	A
103		103	A
104		104	A
105		105	A
106		106	A
107		107	A
108		108	A
109		109	A
110		110	A
111		111	A
112		112	A
113		113	A
114	A portion put with 113 & 115.		
115		115	A
116		116	A
117		117	A
118	A portion put with 117 & 119.		
119		119	A
120		120	A
121		121	A
122		122	A

123		123	A
124	A portion put with 123 & 125.		
125		125	A
126		126	A
127		127	A
128		128	A
129		129	A
130		130	A
131	A portion put with 130 & 132.		
132		132	A
133	Put with 134 as a single lot unit.		
134		134	A
135		135	A
136	A portion put with 135 & 137.		
137		137	A
138		138	A
139		139	A
140		140	A
141		141	A
142		142	A
143		143	A
144		144	A
145		145	A
146		146	A
147		147	A
148		148	A
149		149	A
150		150	A
151		151	A
	Lots 152 - 162 never existed		
163		163	B
164		164	B
165		165	B
166		166	B
167		167	B
168		168	B
169		169	B
170		170	B
171		171	C
172		172	B
173		173	B
174		174	B
175		175	A
176		176	A
177	Resurveyed and replatted.	177	B
178	Number lost to Resurvey.		
179	Resurveyed and replatted.	179	B
180	Resurveyed and replatted.	180	B

181	Number lost to Resurvey.		
182	Resurveyed and replatted.	182	B
183	Number lost to Resurvey.		
184	Resurveyed and replatted.	184	B
185	Number lost to Resurvey.		
186	Resurveyed and replatted.	186	B
187	Resurveyed and replatted.	187	B
188	Number lost to Resurvey.		
189	Resurveyed and replatted.	189	B
190	Resurveyed and replatted.	190	B
191	Number lost to Resurvey.		
192	Resurveyed and replatted.	192	B
193	Resurveyed and replatted.	193	B
194	Number lost to Resurvey		
195	Resurveyed and replatted.	195	B
196	Resurveyed and replatted.	196	B
197	Number lost to Resurvey.		
198	Resurveyed and replatted.	198	B
199	Resurveyed and replatted.	199	B
200	Number lost to Resurvey.		
201	Resurveyed and replatted.	201	B
202	Resurveyed and replatted.	202	B
203	Number lost to Resurvey.		
204	Resurveyed and replatted.	204	B
205		205	B
206	A portion put with 205 & 207.		
207		207	B
208		208	B
209	A portion put with 208 & 210.		
210		210	B
211		211	B
212	A portion put with 211 & 213.		
213		213	B
214		214	B
215	A portion put with 214 & 216.		
216		216	B
217		217	B
218	A portion put with 217 & 219.		
219		219	B
220		220	B
221	A portion put with 220 & 222.		
222		222	B
223		223	B
224	A portion put with 223 & 225.		
225		225	B
226		226	B
227	A portion put with 226 & 228.		
228		228	B

229		229	B
230	A portion put with 229 & 231.		
231		231	B
232		232	A
233		233	A
234	Extra Prop at back	234	A
235	Extra Prop at back	235	A
236	Extra Prop at back	236	A
237	Extra Prop at back	237	A
238		238	B
239	A portion put with 238 & 240.		
240		240	B
241	Put with 242 as a single lot unit.		
242		242	B
243		243	A
244	Extra Property at back.	244	A
245	Extra Property at back.	245	B
246		246	A
247		247	A
248		248	A
249		249	A
250		250	A
251		251	A
252		252	A
253		253	A
254		254	A
255		255	A
256		256	A
257		257	A
258		258	A
259		259	A
260		260	A
261		261	A
262	Removed from survey by Commissioners Court.		
263	Removed from survey by Commissioners Court.		
264	Put with 265 as a single lot unit.		
265		265	A
266		266	A
267	Put with 266 as a single lot unit.		
268	Removed from survey by Commissioners Court.		
269	Removed from survey by Commissioners Court.		
270		270	A
271	Put with 270 as a single lot unit.		
272	Removed from survey by Commissioners Court.		
273	Extra Property at back.	273	A
274		274	A
275		275	A
276		276	A

277		277	A
278		278	A
279		279	A
280		280	A
281		281	A
282		282	A
283	Put with 284 as a single lot unit.		
284		284	B
285		285	A
286		286	A
<b>291 TOTAL LOTS</b>		<b>235</b>	

**The Bend Condos - on a plot containing 6.25 acres**

A1		A1
A2		A2
A3		A3
A4		A4
B1		B1
B2		B2
B3		B3
B4		B4
B5		B5
B6		B6
B7		B7
B8		B8
C1		C1
C2		C2
C3		C3
C4		C4
C5		C5
C6		C6
C7		C7
C8		C8
D1		D1
D2		D2
D3		D3
D4		D4
<b>24 TOTAL CONDO UNITS</b>		<b>24</b>

**315 TOTAL LOTS AND CONDO UNITS 259**

RETURN TO:  
 GAULT & GAULT, L.L.P.  
 P. O. BOX 817,  
 MINERAL WELLS, TEXAS 76068

1430

FILED  
A. J. O'Clock, M.

MAR 4 - 1998  
Clerk of the County Court  
Palo Pinto County, Texas

*Handwritten initials/signature*  
By          Deputy

CLERK'S NOTICE: 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.

THE STATE OF TEXAS  
COUNTY OF PALO PINTO

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 Palo Pinto County, Texas, in the Volume and Page as noted hereon by me.



*Becky Smith*  
County Clerk, Palo Pinto County, Texas

By Becky Sampson Deputy

RECORDED: 4 DAY OF March, A.D. 1998

OFFICIAL PUBLIC RECORDS, Volume 953, Page 508