

STATE OF TEXAS

REAL PROPERTY RECORDS

COUNTY OF DENTON

55847

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

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The owners, hereinafter called declarant, of certain real property located in Denton County, Texas and known as Oak Bluff, a subdivision to the County of Denton pursuant to an unrecorded plat dated April 29, 1987, and being further described as follows:

All that certain tract or parcel of land in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas described in a deed from Forrest and Joan Cothern to R. K. Daniel, Craig Glendenning and Dan Christie on the 26th day of February, 1981, recorded in Volume 1062, Page 699, Deed Records of said County, and being more fully described in Exhibit "A".

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to Oak Bluff Homeowner's Association, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the lot owners and labeled as an easement on the unrecorded plat and attached hereto as Exhibit "E".

Section 3. "Easements" shall mean all real property owned by the lot owners for the common use and enjoyment of the lot owners and labeled as an easement on the unrecorded plat attached hereto as Exhibit "E". The easement area to be provided for the association for road and utility access is described as follows:

All that certain tract or parcel of land in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas described in a deed from Forrest and Joan Cothern to R. K.

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Daniel, Craig Glendenning and Dan Christie on the 26th day of February, 1981, recorded in Volume 1062, Page 699, Deed Records of said County, and being more fully described in Exhibit "B", Main Road easement; Exhibit "C", Ten Foot Utility easement; and Exhibit "D", Water storage tank easement, attached hereto and made a part hereof.

Section 4. "Declarant" shall mean and refer to the undersigned property owners of said Oak Bluff subdivision.

Section 5. "Lot" shall mean and refer to any plot of land recorded in the County Records, within the recorded subdivision plat with the exception of the common area. No additional memberships can accrue to the subdividor of a lot.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, entrance, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the declaration.

Section 8. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 9. "Mortgagee" shall mean a holder of a mortgage or a beneficiary under or holder of a deed of trust.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 11. "Subdivision" shall mean and refer to that

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certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the declaration.

Section 12. "Water System" shall mean all water wells, pumps valves, storage tanks and water lines located in the areas identified in Exhibits "C" and "D".

ARTICLE II

Membership in Association, Voting Rights

Section 1. Every Member of the Association must own a lot in the Oak Bluff subdivision; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have one class of voting members. Members shall be all owners and shall be entitled to one vote for each lot owned. When one or more persons hold an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by one or more persons.

ARTICLE III

Assessments

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of membership in the Association, whether or not it shall be so expressed in his deed, to pay to the association (1) general assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The general and special assessments,

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together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and subject to a lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and attorneys' fees shall also be the personal obligation of the Association member.

Section 2. Purpose of general assessments. The general assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas, roads, and streets situated within the subdivision. General assessments shall include, and the association may acquire and pay for out of the funds derived from general assessments, the following:

- (a) Maintenance and repair of the common area and easements.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of streets within the confines of the subdivision.
- (e) Operation, maintenance, and repair of water system within the confines of the subdivision.
- (f) Fire insurance covering the full insurable replacement value of the common area with extended coverage.

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(g) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area of easements. The policy limits shall be set by the association, and shall be reviewed at least generally and increased or decreased in the discretion of the association.

(h) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(i) Any other materials, supplied, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) In addition to maintenance of the common area and easements, the association shall provide exterior maintenance on each lot as follows: if the board of directors determines a lot is in violation of these covenants, restrictions, and conditions or any law, in the event the need for maintenance or repair is attributable to the wilful or negligent act of the owner of a lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

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Section 3. General assessment. (a) Until January 1 of the year immediately following the filing of this document by declarant, the maximum general assessment shall be Thirty Dollars (\$30.00) per month for water and general maintenance. If any member is not connected to the water system owned and operated by the Homeowner's Association, the initial general assessment shall be \$10.00 per month.

(b) From and after January 1 of the year immediately following the recording of this document by declarant to an owner, the maximum general assessment may be increased above ten percent (10%) by the vote or written consent of a majority of members.

(c) Each year at the annual meeting, the board of directors of the association shall fix the general assessment.

Section 4. Special assessments for capital improvements. In addition to the general assessment authorized above, the association may levy in any assessment year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, or replacement of capital improvement on the roads and common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the members.

Section 5. Notice and quorum for action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than fifty (50) days in advance of such meeting.

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Section 6. Uniform rate of assessment. Both general and special assessments must be fixed at a uniform rate for all lots, except as specified in ARTICLE III, Section 3.

Section 7. Commencement and collection of general assessments. The general assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first general assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the general assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Assessments may be made payable monthly. Notice of the general assessments shall be sent to every owner subject thereto.

Section 8. Effect of nonpayment of assessments, remedies of the association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest up to the highest legal rate as set by the board of directors from the date of delinquency until paid. If any assessment is not paid within ninety (90) days the association may bring an action at law against the owner personally obligated to pay the same, or may place a lien against the property. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or easements, or abandonment of his lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot

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shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV.

Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area and road easements as described above which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the association;

(c) The right to dedicate or transfer all or any part of the common area or easements to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument

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executed by two-thirds of the members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and road easements to the members of his family, his guests, tenants, and invitees.

Section 3. Other Easements.

(a) Easements for installation and maintenance of roads, utilities, drainage facilities are shown on the unrecorded subdivision map and defined by metes and bounds attached hereto. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of road, or utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The common area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements, maintenance of road, utilities, and drainage facilities.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above locations to carry out any of the purposes for which such

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easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to all private streets within the subdivision to all lot owners.

Section 5. Right of Entry. The association, through its duly authorized employees and contractors shall have the right, after reasonable notice to the owner thereof to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area or easements, nor shall declarant, or any owner or any person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE V.

Building and Use Restrictions

1. Except as provided below the subject property shall not be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on the subject property other than detached single-family dwellings not to exceed two and one-half (2 1/2) stories in height, exclusive of basement; but the construction and erection of private garages, carports attached to the main dwelling, barns, and accessory buildings necessary to the enjoyment of any such residence are expressly permitted.

2. Motor homes and trailers shall not be permitted onto the subject property for use as a dwelling or as a part thereof.

3. The living area of any improvement occupied as a residence, exclusive of open porches, garages and basements,

house
size
*

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shall not be less than prescribed in the deed restrictions. (1750 square FEET for that area contained in the 64.127 acre tract described in a deed from R. K. Daniel, et al to Dan Christie on the 26th day of February, 1981 recorded in volume 1094, page 663, deed records of Denton County or 2000 square FEET for the remaining area of said subdivision.

4. The subject property may not be subdivided into lots of less area than prescribed in the deed restrictions of the subdivision or as prescribed by statute. (one and one-half (1 1/2) acres for that area contained in the 64.127 acre tract described in a deed from R. R. Daniel, et al to Dan Christie on the 26th day of February, 1981 recorded in volume 1094, page 663, deed records of Denton County or one (1) acre for the remaining area of said subdivision.

5. No part of the subject property shall be used or maintained as a dumping ground for rubbish. Trash, gargbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. All plumbing and appurtenances shall conform with the minimum requirements of the Health Department of Denton County and the State of Texas.

7. No noxious or offensive activity shall be carried on upon the subject property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighbors.

8. All plans and specifications for the erection of all buildings permitted on the subject land shall be submitted to and approved by the Board of Directors of the Oak Bluff Homeowner's

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Association prior to the initiation of any ground work for or construction of improvements. The criteria to be applied to the proposal shall be developed by the Board of Directors of the Association and submitted to the association for approval, a copy of which shall be attached hereto and incorporated herein. All construction shall be completed within one year of approval of such plans by the Association, and only new materials shall be used in such construction.

9. Each owner of parcels of property which comprise the subject land shall maintain membership and continue to maintain membership in the Oak Bluff Homeowner's Association pursuant to the articles and bylaws of the Association, as well as be subject to the dues and assessments as may be levied on the membership by the Association.

10. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them, either to restrain violation or to recover damages; provided, however, that no violation or attempted violation shall impair or affect the rights of any mortgagee or other lienholders.

11. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictions which shall remain in full force and effect.

→ 12. Poultry and swine, in any number, shall not be kept on the subject property for any period of time by owners or one acting on behalf or under the authority of owner, nor shall any animals be kept on the subject property in numbers so as to

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destroy the quiet enjoyment and use of other landowners within Oak Bluff subdivision.

ARTICLE VI.

Owners' Obligation to Repair

Each owner shall, at his sole cost and expense, repair his residence and outbuildings, keeping the same in a condition comparable to the condition of such residence and outbuildings at the time of their construction, excepting only normal wear and tear.

ARTICLE VII.

General Provisions

Section 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidity of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of the declaration may be amended by duly recording an instrument executed and acknowledged by not less than three quarters (3/4) of all members.

Section 4. Subordination. No Breach of any of the conditions

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herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

→ Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty (20) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.

EXHIBIT A
Legal Description of Oak Bluff Subdivision

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All that certain tract or parcel of land in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas described in a deed from Forrest and Joan Cothern to R. K. Daniel, Craig Glendenning and Dan Christie on the 26th day of February, 1981, recorded in Volume 1062, Page 699, Deed Records of said County, and being more fully described as follows:

Beginning at a fence corner at the Southeast corner of said 115.170 acre tract and the Southeast corner of said Williamson Survey;

THENCE N. 84 deg., 22' 10" W. with a fence a distance of 1371.5 FEET to a fence corner on the North right-of-way of U. S. Highway 380;

THENCE N. 68 deg., 57' 40" W. with said right-of-way a distance of 422.77 FEET to the P. C. of a curve to the left, said curve having a radius of 3944.83 FEET;

THENCE along said curve to the left a distance of 347.70 FEET;

THENCE along Garza-Little Elm Reservoir the following six courses and distances;

- (1) N. 15 deg., 18' 00" E. 198.55 FEET;
- (2) N. 36 deg., 24' 20" E. 355.80 FEET;
- (3) N. 20 deg., 43' 10" E. 310.30 FEET;
- (4) N. 03 deg., 52' 30" E. 457.60 FEET;
- (5) N. 09 deg., 10' 30" E. 299.70 FEET;
- (6) N. 09 deg., 20' 30" E. 541.40 FEET;

to a concrete monument for a corner;

THENCE S. 86 deg., 51' 20" E. a distance of 2329 FEET to a steel pin on the East line of said Williamson Survey, Abstract 1418;

THENCE S. 03 deg., 08' 40" W. with the East line of said Survey a distance of 2257.93 FEET to the POINT-OF-BEGINNING and containing in all 115.170 acres of land.

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EXHIBIT "B"

Road and Utility Easement

FIELD NOTES of a Road and Utility Easement lying and being situated in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas, and being a portion of the 115.170 Acre tract of land described by the DEED recorded in VOLUME 1062, PAGE 699, of the DEED RECORDS of Denton County, Texas, and being more particularly described as follows:

Track 1

COMMENCING at the Southeast corner of said (called 115.170 acre) tract a point at the Southeast corner of said Williamson Survey;

THENCE N 84 deg, 32' 08" W a distance of 1369.61 FEET to a Right-of-Way Monument of U. S. Highway 380;

THENCE N 69 deg, 08' 20" W with said right of way a distance of 14.77 FEET to the Point-of-Beginning;

THENCE N 21 deg, 02' 20" E a distance of 10.00 FEET;

THENCE with a curve to the right, having a central angle of 30 deg, 57' 20", a radius of 119.453 FEET, a chord of N 36 deg, 31' 00" E, 63.755 FEET, an arc length of 64.573;

THENCE with a curve to the left, having a central angle of 65 deg 09' 06", a radius of 87.849 FEET, a chord of N 19 deg, 25' 07" E, 94.598 FEET, an arc length of 99.894;

THENCE N 13 deg, 09' 26" W a distance of 44.27 FEET;

THENCE with a curve to the right, having a central angle of 66 deg, 21' 24", a radius of 28.530 FEET, a chord of N 20 deg, 01' 16" E, an arc length of 33.041 FEET;

THENCE with a curve to the right, having a central angle of 71 deg, 44' 15", a radius of 24.247 FEET, a chord of N 89 deg, 04' 05" E, 28.414 FEET an arc length of 30.358 FEET;

THENCES 55 deg, 03' 47" E a distance of 68.20 FEET;

THENCE with a curve to the left, having a central angle of 77 deg, 48' 29", a radius of 80.761 FEET, a chord of N 86 deg, 01' 59" E, 101.438 FEET, an arc length of 109.673 FEET;

THENCE with a curve to the right, having a central angle of 36 degrees, 47 minutes, 44 seconds, a radius of 103.405 FEET, a chord of N 65 deg, 31' 36" E, 65.271 FEET, an arc length of 66.407 FEET;

THENCEN 83 deg, 55' 28" E a distance of 61.23 FEET;

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THENCE with a curve to the left, having a central angle of 77 degrees, 04 minutes, 57 seconds, a radius of 125.425 FEET, a chord of N 45 deg, 22' 59" E, 156.299 FEET, an arc length of 168.739 FEET;

THENCE N 06 deg, 50' 31" E a distance of 249.12 FEET;

THENCE with a curve to the left, having a central angle of 63 degrees, 54 minutes, 32 seconds, a radius of 105.158 FEET, a chord of N 25 deg, 06' 45" W, 111.308 FEET, an arc length of 117.295 FEET;

THENCE N 57 deg, 04' 01" W a distance of 16.63 FEET;

THENCE with a curve to the right, having a central angle of 57 degrees, 37 minutes, 15 seconds, a radius of 65.911 FEET, a chord of N 28 deg, 15' 23" W, 63.526 FEET, an arc length of 66.284 FEET;

THENCE N 00 deg, 33' 14" E a distance of 14.82 FEET;

THENCE with a curve to the left, having a central angle of 59 degrees, 51 minutes, 11 seconds, a radius of 111.860 FEET, a chord of N 29 deg, 22' 21" W, 111.611 FEET, an arc length of 117.852 FEET;

THENCE N 59 deg, 17' 57" W a distance of 43.96 FEET;

THENCE with a curve to the left, having a central angle of 14 degrees, 09 minutes, 34 seconds, a radius of 427.586 FEET, a chord of N 66 deg, 22' 44" W, 105.400 FEET, an arc length of 105.688 FEET;

THENCE N 73 deg, 27' 31" W a distance of 61.52 FEET;

THENCE with a curve to the right, having a central angle of 19 degrees, 10 minutes, 35 seconds, a radius of 211.791 FEET, a chord of N 63 deg, 52' 14" W, 70.554 FEET, an arc length of 70.884 FEET;

THENCE N 64 deg, 16' 56" W a distance of 40.55 FEET;

THENCE with a curve to the right, having a central angle of 42 degrees, 47 minutes, 48 seconds, a radius of 102.596 FEET, a chord of N 32 deg, 53' 02" W, 74.864 FEET, an arc length of 76.633 FEET;

THENCE N 11 deg, 29' 08" W a distance of 23.90 FEET;

THENCE with a curve to the right, having a central angle of 25 degrees, 17 minutes, 51 seconds, a radius of 130.958 FEET, a chord of N 01 deg, 09' 48" E, 57.352 FEET, an arc length of 57.821 FEET;

THEENCE with a curve to the right, having a central angle of 37 degrees, 24 minutes, 06 seconds, a radius of 88.507 FEET, a chord of N 32 deg, 30' 46" E, 56.755 FEET, an arc length of 57.775 FEET, THEENCE N 51 deg, 12' 49" E a distance of 18.88 FEET, THEENCE with a curve to the left, having a central angle of 74 degrees, 23 minutes, 51 seconds, a radius of 77.700 FEET, a chord of N 14 deg, 00' 54" E, 93.952 FEET, an arc length of 100.891 FEET, THEENCE N 23 deg, 11' 02" W a distance of 90.92 FEET, THEENCE with a curve to the right, having a central angle of 20 degrees, 54 minutes, 00 seconds, a radius of 164.405 FEET, a chord of N 12 deg, 44' 02" W, 60.364 FEET, an arc length of 60.700 FEET, THEENCE with a curve to the right, having a central angle of 52 degrees, 05 minutes, 13 seconds, a radius of 77.318 FEET, a chord of N 23 deg, 45' 34" E, 67.893 FEET, an arc length of 70.288, THEENCE N 49 deg, 48' 11" E a distance of 28.24 FEET, THEENCE with a curve to the left, having a central angle of 84 degrees, 39 minutes, 45 seconds, a radius of 90.867 FEET, a chord of N 07 deg, 28' 18" E, 122.382 FEET, an arc length of 134.268 FEET, THEENCE N 34 deg, 51' 34" W a distance of 28.55 FEET, THEENCE with a curve to the right, having a central angle of 11 degrees, 07 minutes, 45 seconds, a radius of 385.565 FEET, a chord of N 29 deg, 17' 41" W, 74.774 FEET, an arc length of 74.892 FEET, THEENCE N 23 deg, 43' 49" W a distance of 64.73 FEET, THEENCE with a curve to the right, having a central angle of 98 degrees, 15 minutes, 51 seconds, a radius of 15.153 FEET, a chord of N 25 deg, 24' 07" E, 22.918 FEET, an arc length of 25.987 FEET, THEENCE with a curve to the left, having a central angle of 47 degrees, 47 minutes, 31 seconds, a radius of 115.282 FEET, a chord of N 50 deg, 38' 17" E, 93.396 FEET, an arc length of 96.159 FEET, THEENCE N 26 deg, 44' 31" E a distance of 73.66 FEET, THEENCE with a curve to the left, having a central angle of 270 degrees, 00 minutes, 00 seconds, a radius of 50.000 FEET, a chord of N 18 deg, 15' 29" W, 70.710 FEET, an arc length of 235.619 FEET,

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THENCE S 26 deg, 44' 31" W a distance of 123.66 FEET;

THENCE with a curve to the right, having a central angle of 47 degrees, 47 minutes, 31 seconds, a radius of 65.282 FEET, a chord of S 50 deg, 38' 17" W, 52.888 FEET, an arc length of 54.543 FEET;

THENCE with a curve to the left, having a central angle of 98 degrees, 15 minutes, 51 seconds, a radius of 65.153 FEET, a chord of S 25 deg, 24' 07" W, 98.540 FEET, an arc length of 111.738;

THENCE N 23 deg, 43' 49" E a distance of 64.73 FEET;

THENCE with a curve to the left, having a central angle of 11 degrees, 07 minutes, 45 seconds, a radius of 435.565 FEET, a chord of S 29 deg, 17' 41" E, 84.471 FEET, an arc length of 841.604 FEET;

THENCE S 34 deg, 51' 34" E a distance of 28.55 FEET;

THENCE with a curve to the right, having a central angle of 84 degrees, 39 minutes, 45 seconds, a radius of 40.867 FEET, a chord of S 07 deg, 28' 18" W, 55.040 FEET, an arc length of 60.386 FEET;

THENCE S 49 deg, 48' 11" W a distance of 28.24 FEET;

THENCE with a curve to the left, having a central angle of 52 degrees, 05 minutes, 13 seconds, a radius of 127.318 FEET, a chord of S 23 deg, 45' 34" W 111.798 FEET, an arc length of 115.743 FEET;

THENCE with a curve to the left, having a central angle of 20 degrees, 54 minutes, 00 seconds, a radius of 216.405 FEET, a chord of S 12 deg, 44' 02" E, 70.001 FEET, an arc length of 70.930 FEET;

THENCE S 23 deg, 11' 02" E a distance of 90.92 FEET;

THENCE with a curve to the right, having a central angle of 74 degrees, 23 minutes, 51 seconds, a radius of 27.700 FEET, a chord of S 14 deg, 00' 54" W, 33.493 FEET, an arc length of 35.967 FEET;

THENCE S 51 deg, 12' 49" W a distance of 18.88 FEET;

THENCE with a curve to the left, having a central angle of 37 degrees, 24 minutes, 06 seconds, a radius of 138.507 FEET, a chord of S 32 deg, 30' 46" W, 88.818 FEET, an arc length of 90.414 FEET;

THENCE with a curve to the left, having a central angle of 25 degrees, 17 minutes, 51 seconds, a radius of 180.958 FEET, a chord of S 01 deg, 09' 48" W, 79.250 FEET, an arc length of 79.897 FEET;

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THENCE S 11 deg, 29' 07" E a distance of 23.90 FEET;

THENCE with a curve to the left, having a central angle of 42 degrees, 47 minutes, 48 seconds, a radius of 152.596 FEET, a chord of S 32 deg, 53' 02" E, 111.349 FEET, an arc length of 113.980 FEET;

THENCE S 54 deg, 16' 56" E a distance of 40.55 FEET;

THENCE with a curve to the left, having a central angle of 19 degrees, 10 minutes, 35 seconds, a radius of 261.791 FEET, a chord of S 63 deg, 52' 14" E, 87.210 FEET, an arc length of 87.619 FEET;

THENCE S 73 deg, 27' 31" E a distance of 61.52 FEET;

THENCE with a curve to the right, having a central angle of 14 degrees, 09 minutes, 34 seconds, a radius of 377.586 FEET a chord of S 66 deg, 22' 44" E, 93.075 FEET, an arc length of 93.312 FEET;

THENCE S 59 deg, 17' 57" E a distance of 43.96 FEET;

THENCE with a curve to the right, having a central angle of 59 degrees, 51 minutes, 11 seconds, a radius of 61.860 FEET, a chord of S 29 deg, 22' 21" E, 61.722 FEET, an arc length of 64.620 FEET;

THENCE S 00 deg, 33' 14" W a distance of 14.82 FEET;

THENCE with a curve to the left, having a central angle of 57 degrees, 37 minutes, 15 seconds, a radius of 115.911 FEET, a chord of S 28 deg, 15' 23" E, 111.718 FEET, an arc length of 116.568 FEET;

THENCE S 57 deg, 04' 01" E a distance of 16.63 FEET;

THENCE with a curve to the right, having a central angle of 63 degrees, 54 minutes, 32 seconds, a radius of 55.158 FEET, a chord of S 25 deg, 06' 54" E, 58.384 FEET, an arc length of 61.524 FEET;

THENCE S 06 deg, 50' 31" W a distance of 249.12 FEET;

THENCE with a curve to the right, having a central angle of 77 degrees, 04 minutes, 57 seconds, a radius of 75.425 FEET, a chord of S 45 deg, 22' 59" W, 93.991 FEET, an arc length of 101.472 FEET;

THENCE S 83 deg, 55' 26" W a distance of 61.23 FEET;

THENCE with a curve to the left, having a central angle of 36 degrees, 47 minutes, 44 seconds, a radius of 153.405 FEET, a chord of S 65 deg, 31' 36" W, 96.832 FEET, and arc length of

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98.517 FEET;

THENCE with a curve to the right, having a central angle of 77 degrees, 48 minutes, 29 seconds, a radius of 30.761 FEET, a chord of S 86 deg, 01' 59" W, 38.636 FEET, an arc length of 41.773 FEET;

THENCE N 55 deg, 03' 47" W a distance of 68.20 FEET;

THENCE with a curve to the left, having a central angle of 71 degrees, 44 minutes, 15 seconds, a radius of 74.247 FEET, a chord of S 89 deg, 04' 05" W, 87.007 FEET, an arc length of 92.961 FEET;

THENCE with a curve to the left, having a central angle of 66 degrees, 21 minutes, 24 seconds, a radius of 78.530 FEET, a chord of S 20 deg, 01' 16" W, 85.950 FEET, an arc length of 90.948 FEET;

THENCE S 13 deg, 09' 26" E a distance of 44.27 FEET;

THENCE with a curve to the right, having a central angle of 65 degrees, 09 minutes, 06 seconds, a radius of 37.849 FEET, a chord of S 19 deg, 25' 07" W, 40.756 FEET, an arc length of 43.038 FEET;

THENCE with a curve to the left, having a central angle of 30 degrees, 57 minutes, 20 seconds, a radius of 169.453 FEET, a chord of S 35 deg, 31' 00" W, 90.442 FEET, an arc length of 91.551 FEET;

THENCE S 21 deg, 02' 20" W a distance of 10.15 FEET to an iron pin in the North Right-of-Way of U. S. Highway 380;

THENCE S 69 deg, 08' 20" E along said right of way a distance of 50.00 FEET to the Point-of-Beginning and containing 3.346 acres of land.

Track 2

Beginning at the centerline of the herein described easement on the North Right-of-Way of U. S. Highway 380, said point lies South 2240.49 FEET and East 796.30 FEET from the Northwest corner of the aforementioned 115.170 Acre tract;

THENCE N 21 deg, 02' 20" E with the easement centerline for a distance of 10.00 FEET to the P. C. of a curve to the right having a central angle of 16 deg, 15' 02" and a radius of 144.45 FEET, Chord bears N 24 deg, 09' 51" E 40.83 FEET;

THENCE with the straight centerline curve for an arc length of 40.97 FEET to a "T" intersection of the easement centerlines;

THENCE N 73 deg, 11' 28" W with the easement centerline for a distance of 306.05 FEET to the P. C. of a curve to the right

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having a central angle of 74 deg, 04' 36" and a Radius of 58.75 FEET, Chord bears N 36 deg, 05' 28" W 70.78 FEET;

THENCE with the aforesaid centerline curve for an arc length of 70.78 FEET, to a P.R.C. being the P.C. of a curve to the left having a central angle of 21 deg, 12' 29" and a radius of 213.66 FEET, Chord bears N 09 deg, 43' 06" W 78.63 FEET;

THENCE N 20 deg, 19' 21" W passing a P.C. and "Y" intersection of 46.84 FEET and continuing with the centerline of the easement for a total distance of 420.34 FEET;

THENCE N 0 deg, 41' 32" W for a distance of 325.57 FEET;

THENCE N 10 deg, 20' 39" E a distance of 433.34 FEET to the South common corner of tracts 10W and 12W the South line of the said tracts bears North 86 deg, 41' 21" W, containing 1.93 Acres of land more or less.

Tract 3

COMMENCING at the Southeast corner of the beforementioned 115.170 Acre tract;

THENCE N 84 deg, 32' 29" W for a distance of 600.28 FEET to an iron pin;

THENCE N 84 deg, 23' 37" W for a distance of 207.10 FEET to an iron pin;

THENCE N 05 deg, 36' 23" E for a distance of 359.91 FEET to an iron pin in the center of an East-West road;

THENCE N 72 deg, 20' 31" W with the center line of said road a distance of 149.28 FEET to an iron pin at the intersection of the center line of said road and the center line of a North-South Road at the POINT OF BEGINNING;

THENCE S 72 deg, 20' 31" E with the center line of said road a distance of 205.06 FEET to an iron pin at the Beginning of a curve;

THENCE with said center line curve to the left, having a central angle of 41 deg, 00' 23", a radius of 179.30 FEET, a chord of N 87 deg, 09' 17" E, 125.60 FEET, and arc length of 128.32 FEET to an iron pin at the beginning of a curve;

THENCE with said center line curve to the right, having a central angle of 18 deg, 02' 10", a radius of 441.27 FEET, a chord of N 75 deg, 40' 11" E, 138.27 FEET, and arc length of 138.84 FEET to an iron pin;

THENCE N 84 deg, 41' 18" E with said road center line a distance

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of 13.57 FEET to an iron pin;

THENCE N 79 deg, 22' 39" E with said Road center line a distance of 89.75 FEET to an iron pin in the center of a 50 FOOT Road Cul-de-sac at the terminus of said road.

Track 4

COMMENCING at an iron pin at the Northeast corner of the beforementioned 115.170 Acre tract;

THENCE S 03 deg, 10' 50" W with the East boundary line of said 115.170 tract a distance of 1368.82 FEET to a corner;

THENCE N 86 deg, 49' 55" W for a distance of 1038.59 FEET to an iron pin in the middle of a road intersection at the POINT OF BEGINNING of the herein described centerline;

THENCE N 61 deg, 46' 07" W with the center line of said road a distance of 18.14 FEET to a corner;

THENCE with said center line curve to the right, having a central angle of 17 deg, 38' 23", a radius of 322.24 FEET, a chord of N 60 deg, 34' 18" E a distance of 98.82 FEET and an arc length of 99.21 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 16 deg, 05' 09", a radius of 285.70 FEET, a chord of N 61 deg, 20' 55" E a distance of 79.95 FEET and an arc length of 80.21 FEET to a corner;

THENCE N 53 deg, 18' 21" E with the center line of said road a distance of 48.36 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 11 deg, 25' 21", a radius of 549.94 FEET, a chord of N 47 deg, 35' 40" E a distance of 109.45 FEET and an arc length of 109.64 FEET to a corner;

THENCE N 41 deg, 53' 00" E with the center line of said road a distance of 80.50 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 10 deg, 26' 31", a radius of 328.31 FEET, a chord of N 36 deg, 39' 45" E a distance of 59.75 FEET and an arc length of 59.83 FEET to a corner;

THENCE N 31 deg, 26' 29" E with the center line of said road a distance of 110.88 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 34 deg, 22' 08", a radius of 91.41 FEET, a chord of N 14 deg, 15' 25" E a distance of 54.01 FEET and an arc length of 54.83 FEET to a corner;

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THENCE with said center line curve to the right, having a central angle of 39 deg, 32' 55", a radius of 160.55 FEET, a chord of N 16 deg, 50' 49" E a distance of 108.63 FEET and an arc length of 110.82 FEET to a corner;

THENCE N 36 deg, 37' 16" E with the center line of said road a distance of 94.47 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 32 deg, 22' 57", a radius of 106.37 FEET, a chord of N 20 deg, 26' 47" E a distance of 59.32 FEET and an arc length of 60.12 FEET to a corner;

THENCE N 04 deg, 15' 19" E with the center line of said road a distance of 55.83 FEET to a corner;

THENCE with said center line curve to the right, having a central angle of 38 deg, 35' 22", a radius of 145.56 FEET, a chord of N 24 deg, 17' 18" E a distance of 96.19 FEET and an arc length of 98.04 FEET to a corner;

THENCE N 43 deg, 34' 59" E with the center line of said road a distance of 40.58 FEET to a corner;

THENCE with said center line curve to the right, having a central angle of 23 deg, 47' 05", a radius of 142.45 FEET, a chord of N 55 deg, 28' 32" E a distance of 58.71 FEET and an arc length of 59.14 FEET to a corner;

THENCE N 67 deg, 22' 05" E with the center line of said road a distance of 50.0 FEET to a corner;

THENCE with said center line curve to the right, having a central angle of 19 deg, 23' 07", a radius of 168.38 FEET, a chord of N 77 deg, 03' 39" E a distance of 56.70 FEET and an arc length of 56.97 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 05 deg, 43' 10", a radius of 706.61 FEET, a chord of N 83 deg, 53' 45" E a distance of 70.51 FEET and an arc length of 70.54 FEET to a corner;

THENCE with said center line curve to the left, having a central angle of 30 deg, 35' 44", a radius of 96.46 FEET, a chord of N 65 deg, 44' 21" E a distance of 50.9 FEET and an arc length of 51.51 FEET to an iron pin in the center of a 50 FOOT Road Cul-de-sac at the terminus of said road and utility easement.

EXHIBIT "C"

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10 FOOT UTILITY EASEMENT

FIELD NOTES of a centerline description of a 10 Foot Wide Utility Easement lying and being situated in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas, and being a portion of the 115.170 Acre tract of land described by the DEED recorded in VOLUME 1062, PAGE 699, of the DEED RECORDS of Denton County, Texas, and being more particularly described as follows:

Tract 1

BEGINNING at an iron rod found in the West line of the beforementioned 115.170 Acre tract, said iron rod bears S 09 deg, 30' 46" W a distance of 377.33 FEET from the Northwest corner of said 115.170 Acre tract;

THENCE S 86 deg, 41' 21" E for a distance of 487.52 FEET and corner;

THENCE S 03 deg, 18' 39" W for a distance of 5.43 FEET and corner;

THENCE S 86 deg, 41' 21" E for a distance of 396.35 FEET to the terminus of said easement, said terminus being in the West line of a 50 Foot Access and Utility Easement, said easement also being 5 FEET on each side of the above described courses and distances.

Tract 2

BEGINNING at the West end of the herein described easement, said corner bears SOUTH 826.19 FEET and EAST 424.71 FEET from the Northwest corner of the beforementioned 115.170 Acre tract;

THENCE S 86 deg, 41' 02" E for a distance of 409.09 FEET to the terminus of said easement, said easement being located 5 FEET on each side of the above described course and distance.

Tract 3

BEGINNING at the Northwest corner of the beforementioned 115.170 Acre tract; THENCE with the West line of the beforementioned 115.170 Acre tract as follows:

S 09 deg, 30' 46" W for a distance of 540.88 FEET and corner;

S 09 deg, 30' 01" W for a distance of 229.81 FEET and corner;

S 03 deg, 59' 59" W for a distance of 431.81 FEET to the PLACE OF BEGINNING of the herein described easement;

THENCE S 86 deg, 41' 21" E for a distance of 461.28 FEET to the terminus of said easement, said easement being 5 FEET on each side of the above described course and distance.

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Tract 4

BEGINNING at the most Southerly corner of the herein described easement, said corner bears South 1972.31 FEET and EAST 910.22 FEET from the Northwest corner of the beforementioned 115.170 Acre tract;

THENCE N 24 deg, 01' 31" E for a distance of 268.02 FEET and corner;

THENCE N 43 deg, 47' 39" E for a distance of 265.99 FEET to the terminus of said easement, and being 5 FEET on each side of the above described courses and distances.

Tract 5

BEGINNING at the most Westerly corner of the herein described easement, said corner bears South 1419.49 FEET and EAST 348.15 FEET from the Northwest corner of the beforementioned 115.170 Acre tract;

THENCE S 73 deg, 39' 52" E for a distance of 133.96 FEET and corner;

THENCE S 64 deg, 59' 18" E for a distance of 48.75 FEET and corner;

THENCE S 35 deg, 42' 13" E for a distance of 252.60 FEET and corner;

THENCE S 73 deg, 00' 52" E for a distance of 341.36 FEET and corner;

THENCE N 21 deg, 52' 14" E for a distance of 67.56 FEET and corner;

THENCE S 65 deg, 00' 52" E for a distance of 39.20 FEET and corner;

THENCE S 44 deg, 48' 35" E for a distance of 17.47 FEET and corner;

THENCE S 57 deg, 00' 16" E for a distance of 33.39 FEET and corner;

THENCE S 39 deg, 35' 37" E for a distance of 37.40 FEET and corner;

THENCE S 61 deg, 38' 15" E for a distance of 72.17 FEET and corner;

THENCE S 26 deg, 45' 58" E for a distance of 63.63 FEET to the terminus of said easement, and being 5 FEET on each side of the above described courses and distances, said terminus also being the radius point of a 150.00 Foot Radius Sanitary Water Well Easement.

EXHIBIT "D"

VOL 2242 PAGE 273

WATER STORAGE TANK EASEMENT

FIELD NOTES of a Water Storage Tank Easement lying and being situated in the Joseph Williamson Survey, Abstract No. 1418, Denton County, Texas, and being a portion of the 115.170 Acre tract of land described by the DEED recorded in VOLUME 1062, PAGE 699, of the DEED RECORDS of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of the herein described easement, said corner bears South 1782.63 FEET and East 994.77 FEET from the Northwest corner of the beforementioned 115.170 Acre tract;

THENCE N 24 deg, 10' 31" E for a distance of 45.00 FEET and corner;

THENCE N 69 deg, 14' 50" W for a distance of 20.00 FEET and corner;

THENCE S 24 deg, 10' 31" W for a distance of 45.00 FEET and corner;

THENCE S 69 deg, 14' 50" E for a distance of 20.00 FEET to the

PLACE OF BEGINNING containing 900 Square FEET, more or less.

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We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Winnie Lee Meeks

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____ in the capacity of and _____ for the purpose and consideration stated herein.



May 22, 1987

Michael P. Pitt
Notary Public in and for
The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Richard Anderson

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Richard Anderson in the capacity of and _____ for the purpose and consideration stated herein.

6/20/87



Angela M. Henderson
Notary Public in and for
Texas

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We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____, in the capacity of and for the purpose and consideration stated herein.



[Signature]
Notary Public in and for
The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____, in the capacity of and for the purpose and consideration stated herein.



[Signature]
Notary Public in and for

VOL 2242 PAGE 276

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Mary V. Baker

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Mary V. Baker, in the capacity of and for the purpose and consideration stated herein.



Judith R. Grubbs
Notary Public in and for
The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Mary V. Baker

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Mary V. Baker, in the capacity of and for the purpose and consideration stated herein.



Judith R. Grubbs
Notary Public in and for

VOL 2243 PAGE 277

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

THE STATE OF TEXAS
COUNTY OF DENTON

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____, in the capacity of and _____, for the purpose and consideration stated herein.

[Signature]
Notary Public in and for
The State of Texas
April 11, 1987

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]
[Signature]

THE STATE OF TEXAS
COUNTY OF DENTON

ACKNOWLEDGMENT

This instrument was acknowledged before me by Debra and Sylvia Shanks, in the capacity of and _____, for the purpose and consideration stated herein.

[Signature]
Notary Public in and for
The State of Texas
6/20/87
Debra



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 We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by E. BRUCE MEEKS in the capacity of and for the purpose and consideration stated herein.



[Signature]
 Notary Public in and for
 The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

[Signature]

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Mr. & Mrs. [Signature] in the capacity of and for the purpose and consideration stated herein.



[Signature]
 Notary Public in and for
 The State of Texas
 6/20/11

[Handwritten notes]

VSL 2242 PAGE 279

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Jeanne Copeland
Danny Copeland

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____, in the capacity of and for the purpose and consideration stated herein.



Carol D. Dito
 Notary Public in and for
 The State of Texas

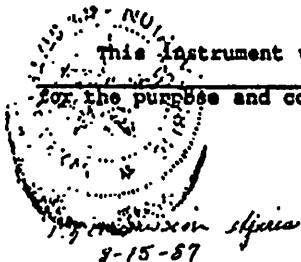
We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

James P. D. Dito
Trustee for 5118 Sac. J.V.

THE STATE OF TEXAS :
 COUNTY OF DENTON :
 11/11/86

ACKNOWLEDGMENT

This instrument was acknowledged before me by James P. D. Dito, in the capacity of and for the purpose and consideration stated herein.



John McMillen
 Notary Public in and for
 State of Texas

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We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

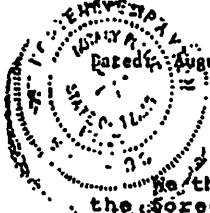
Brian W. Brown

Carl M. Brown

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Brian W. Brown and Carl M. Brown, in the capacity of and for the purpose and consideration stated herein.



Dated: August 22, 197

Austene E. Ruster
Notary Public in and for
The State of Texas

Commission expires: 6/5/90

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

John P. Nelson
Allison L. Nelson

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by John P. Nelson and Allison L. Nelson, in the capacity of and for the purpose and consideration stated herein.

Dated: August 22, 1987

Austene E. Ruster
Notary Public in and for

My Commission expires: 6/5/90



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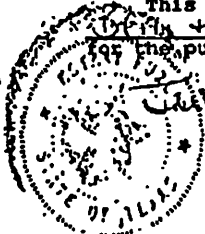
We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Robert C. Berg
L. Dianne Berg

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Robert C. Berg + L. Dianne Berg in the capacity of and for the purpose and consideration stated herein.



Carol D. White
Notary Public in and for
The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

Bruce Anderson

THE STATE OF TEXAS :
COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Bruce Anderson in the capacity of and for the purpose and consideration stated herein.



6/20/87

Angela M. Henderson
Notary Public in and for
Texas

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We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]
[Signature]

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by JAMES B. WECKMAN JR. AND KATHY ANN WECKMAN, in the capacity of and for the purpose and consideration stated herein.



[Signature]
 Notary Public in and for
 The State of Texas

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

[Signature]

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by Shirley, in the capacity of and for the purpose and consideration stated herein.



[Signature]
 Notary Public in and for
 The State of Texas

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We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.



Larry D. Hobson
Donna Hobson

ACKNOWLEDGMENT

This instrument was acknowledged before me by Larry D. Hobson and Donna Hobson in the capacity of and for the purpose and consideration stated herein.

DATED: August 22, 1987

Notary Public in and for
The State of Texas
 My Commission expires: 6/5/90

We the undersigned lot owners, agree to bind our property to the foregoing Declaration of Covenants, Conditions, and Restrictions and to dedicate that portion of our lots which is presently labeled as an easement for road and utility purposes to the Oak Bluff Homeowner's Association.

R. Brian Elliott

Date: August 22, 1987

THE STATE OF TEXAS :
 COUNTY OF DENTON :

ACKNOWLEDGMENT

This instrument was acknowledged before me by R. Brian Elliott in the capacity of and for the purpose and consideration stated herein.



Charles P. L...
 Notary Public in and for
 My Commission expires
 11-16-89

See inside file

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55847
27 SEP 16 11 24 AM
BY: *[Signature]*

FILED FOR RECORD 16th DAY OF September A.D. 19 87 at 2:50 P.
DULY RECORDED 16th DAY OF September A.D. 19 87
BY: Virginia Robinson DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS