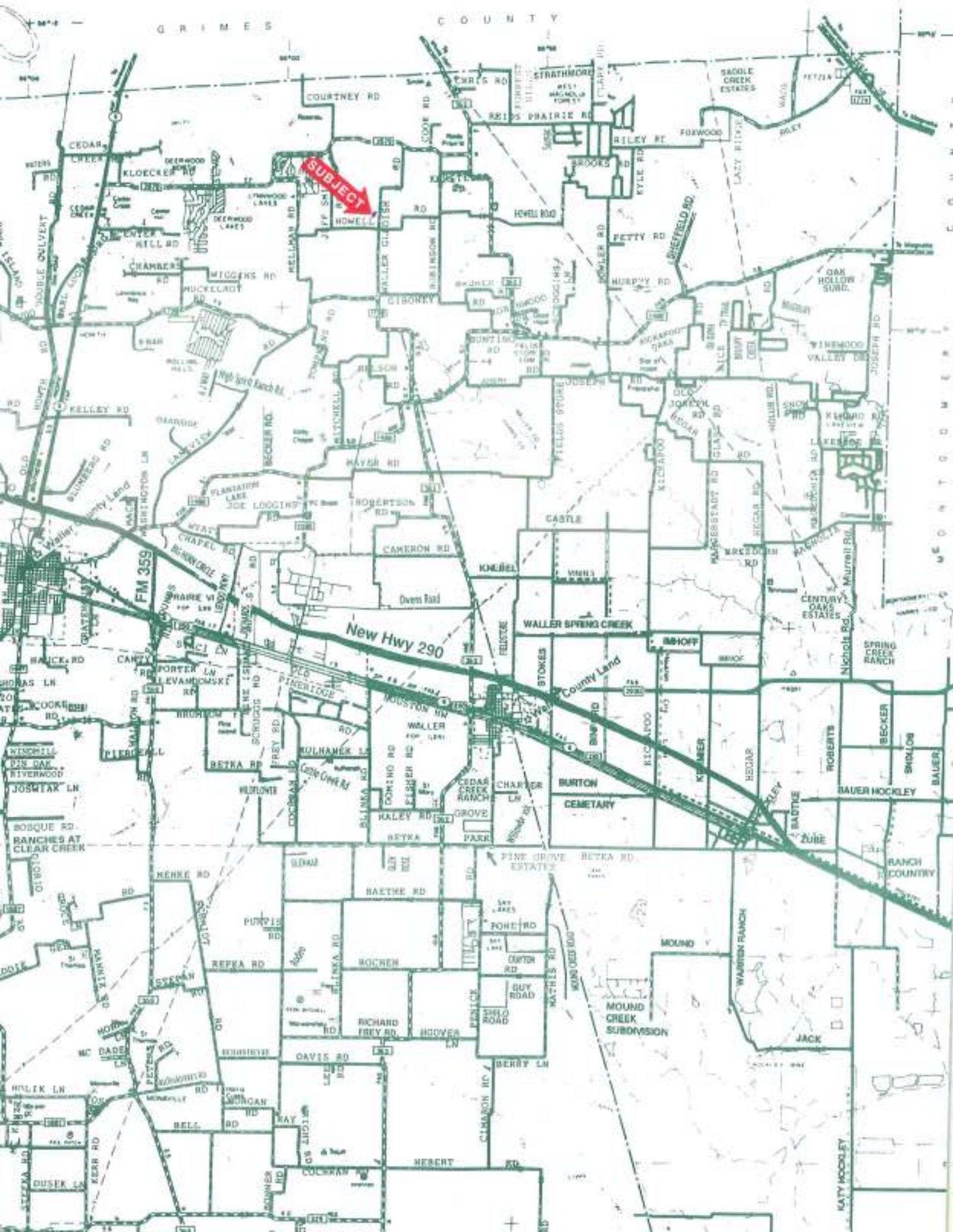
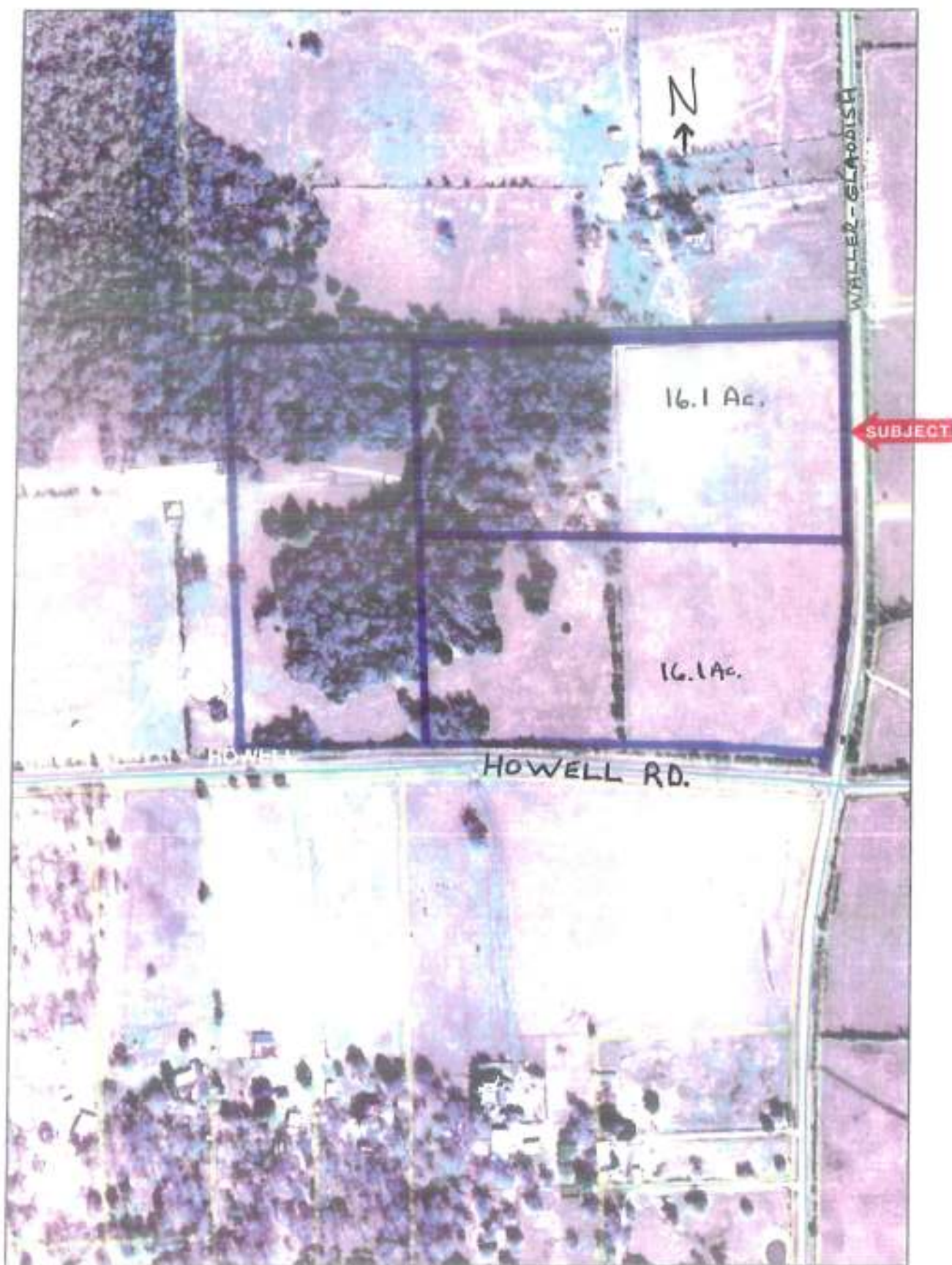








# EXHIBIT "A"

2,000 ACRES

JOHN BAKER SUKLE

VOL. 127, PG. 352 (EXHIBIT A) W.C.D.R.  
& VOL. 102, PG. 85  
W.C.D.R.

South deed line 100 acre tract



DEED LINE

FENCE LINE

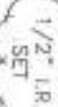
S 89°56'37" E  
254.69'

N 89°21'11" E - 1899.65'  
N 89°31'11" E - 1856.57'

CONTESTED AREA

3.456 AC.

S 00°49'03" W  
104.07'



S 89°55'44" E  
93.28'

S 89°19'15" E  
141.96'

S 89°59'10" E  
139.72'

S 67°24'17" E  
46.31'

S 58°42'16" E  
40.19'

N 87°54'46" E - 643.71'

S 00°49'03" W  
215.27'

N 1°22'49" W - 581.53'

S 1°22'49" E - 1112.19'

RESIDUE OF  
CALCO 65.0 AC. W.C.D.R.

WEST - 1247.83'  
EAST - 1247.83'

TRACT 1  
16.160 AC.  
+ 3.456 AC.  
19.616 AC.

SUBJECT  
16.16 AC.

WALLER GLADDISH ROAD

S 00°58'59" W  
138.49'

S 00°58'59" W  
26.52'

S 03°06'28" W  
136.34'

S 06°44'56" W  
104.08'

DEED RESTRICTIONS

WHEREAS, K & T GROUP, LP, a Texas Limited Partnership (K & T) is the owner of 4A 320 a ~~3.326~~ acre tract or parcel of land more particularly described by metes and bounds in "Exhibit A" attached hereto and made part hereof for all purposes pertinent (hereinafter the "Restricted Property"); and

WHEREAS, K & T desires to create and carry out a uniform plan for restrictive covenants, improvements, development, and sale of tracts within the Restricted Property; and to that purpose, K & T hereby adopts, establishes, and imposes the following Deed Restrictions, reservations, restrictive covenants, and limitations governing the conveyance of all tracts within the Restricted Property (the "Tracts"); and each contract or deed for a Tract which may be hereafter executed with regard to any of the Tracts shall conclusively be held to have been executed, delivered, and accepted subject to the following Deed Restrictions (the "Deed Restrictions") (regardless of whether or not the same are set out in full or by reference in any said contract, instrument, or deed):

1. No owner of a tract within the Restricted Property (an "Owner") shall occupy or use a Tract or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof. All buildings or structures on the Restricted Property shall be of new construction. Notwithstanding the foregoing, an Owner may use his home for his own private or professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of these Deed Restrictions to create an essentially residential community.
2. No mobile home, manufactured home, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on the Restricted Property at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Tract.

0000337A / K. / 49

WILEY CO.  
1000 STREET STE. #201  
DALLAS TEXAS 77445

3. Any residence constructed on the Restricted Property shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than one thousand eight hundred (1,800) square feet of living area, exclusive of porches.

An Owner must install his private water well and septic system in accordance with all government regulations.

All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Waller County or other government authority having jurisdiction. No Owner may disturb the drainage or water flow on the Restricted Property by blocking or impeding in any manner. Furthermore, it is the Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with such Owner's Tract upon the Restricted Property.

4. No building or structure shall be located on the Restricted Property nearer than one hundred (100) feet to any front tract line. No building or permanent structure of any kind shall be located on the Restricted Property nearer than fifty (50) feet from any side or rear property line of any Tract.
5. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the Restricted Property.
6. No obnoxious or offensive activity may be carried on or conducted on the Restricted Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.
7. All exterior improvements (except barns and/or agricultural buildings) including residences, garages, driveways, sidewalks, culverts, required lighting and mailboxes, must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is twelve (12) months from the date the slab or foundation is poured or installed.
8. No building material of any kind or character shall be placed or stored upon the Restricted Property until the Owner is ready to commence improvements and then such material shall be placed within the property lines of a Tract and shall not be placed on the streets or any street or on any Tract boundary line.
9. No sign of any kind shall be displayed in public view on the Property or building except one sign of no more than sixteen (16) square feet in area offering it for sale or rent by Owner or Owner's agent.

10. Owners of any Tract shall at all times maintain such Tract in a healthful sanitary, neat and presentable condition. No trash, garbage, waste matter or debris of any kind shall be dumped or permitted to accumulate on the Restricted Property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view.
11. Each tract Owner is bound and obligated, through the purchase of a Tract, to maintain the same and any improvements thereon, at the Owner's expense, in a safe, neat, and attractive condition and otherwise in compliance with these Deed Restrictions.
12. The Restricted Property may not be used for the commercial breeding of poultry or swine. No Owner may maintain more than one large animal (horse or cow) per one (1) acre contained within any Tract, excluding one acre for residence. In any event, the Owner of a Tract may keep enough of said animals to obtain an agricultural exemption under the guidelines set out therefore by the Waller County Appraisal District. No hogs, swine or goats may be kept on any Tract except temporarily as part of a bonafide FFA or youth organization project. No type of kennel for the commercial raising or keeping of dogs, cats or other household pets (excluding newborn animals under 3 months old) shall constitute raising or keeping a kennel for commercial purposes.
13. No cesspools shall be dug or permitted on the Restricted Property. Individual ponds may be constructed on a Tract so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Restricted Property.
14. No gas, or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Restricted Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Restricted Property.
15. No repair work, dismantling or assembling of motor vehicles or machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties.
16. Any fences being installed shall be maintained in good repair.
17. Invalidity of any one or any part of these Deed Restrictions by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.
18. Each Owner of a Tract hereby covenants, and each Owner of such Tract by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other

conveyance, is conclusively deemed to covenant and agree that these Deed Restrictions are a covenant running with the land.

19. These Deed Restrictions shall run with the land and shall be binding upon all subsequent Owners, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date hereof, at which time they shall be automatically extended for successive ten (10) year periods unless an instrument signed by seventy-five percent (75%) of the then Owners of Tracts similarly restricted has been filed of record prior to the end of said twenty-five (25) year period, agreeing to change these Deed Restrictions in whole or in part. These Deed Restrictions may be amended by an instrument signed by the Owners of at least seventy-five percent (75%) of Tracts covered by these restrictions presently filed or as may be enlarged in the future. Any amendment must be recorded.
20. The Owners of tracts subject to these Deed Restrictions shall further have the authority to enforce any and all of the covenants and conditions set forth in these Deed Restrictions against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the same limitation, any Owner may institute proceedings at law or in equity to restrain violation of these Deed Restrictions and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Deed Restrictions.
21. The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.
22. If these Deed Restrictions or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Deed Restrictions shall govern.
23. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Deed Restrictions shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
24. K & T shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party, to amend these Deed Restrictions by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting

any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

25. Any notice required to be sent to an Owner under these Deed Restrictions shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the property address of the Owner's tract, on the records of the Waller County Appraisal District at the time of such mailing.
26. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Deed Restrictions, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

SIGNED this 30th day of December, 2009.

K & T GROUP, LP

By: K & T INTERESTS, INC., General Partner

By: Sara Parker  
SARA PARKER, President

#### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on December 30, 2009, by SARA PARKER, President of K & T INTERESTS, INC., as General Partner of K & T GROUP, LP.



Melissa E Bane  
Notary Public - State of Texas

**FIELD NOTES FOR A 44.320 ACRE TRACT OF LAND BEING THE RESIDUE OF A CALLED 65.000 ACRE TRACT OF LAND (VOLUME 68, PAGE 510, WALLER COUNTY DEED RECORDS) SITUATED IN THE JOHN BAKER SURVEY, ABSTRACT 71, WALLER COUNTY, TEXAS.**

**BEGINNING:** At a ½ inch iron rod set for the Southeast corner of this 32.326 acre tract of land and being in the intersection at the North ROW of Howell Road (Width Varies) and in the West ROW of Waller Gladdish Road (Width Varies);

**THENCE:** North 83° 31' 57" West a distance of 837.95 feet to a ½ inch iron rod found for the beginning of a curve to the left and being in the North ROW of Howell Road (Width Varies);

**THENCE:** With the North ROW of said road having a curve to the left, a radius of 2904.90 feet, a length of 363.35 feet and a chord bearing of North 87° 06' 57" West and a distance of 363.11 feet to a ½ inch iron rod found for an angle point in the South line of this tract and the North ROW line of Howell Road;

**THENCE:** South 89° 18' 03" West a distance of 414.44 feet along the North line of Howell Road to a ½ inch iron rod set for the Southwest corner of this tract and the Southeast corner of a 28.856 acre tract (called Tract 8 in Volume 973, Page 259 Official Records);

**THENCE:** North 01° 22' 49" West a distance of 1133.34 feet to a ½ inch iron rod set for the Northwest corner of this tract and being a Northeast corner of the 28.856 acres;

**THENCE:** Along the North line of this tract the following calls:

South 84° 36' 00" East a distance of 148.84 feet to a ½ inch iron rod set;

South 89° 27' 27" East a distance of 188.55 feet to a ½ inch iron rod set;

South 89° 56' 37" East a distance of 254.68 feet to a ½ inch iron rod set;

South 89° 55' 44" East a distance of 93.28 feet to a ½ inch iron rod set;

South 89° 19' 15" East a distance of 141.96 feet to a ½ inch iron rod set;

South 89° 21' 16" East a distance of 39.24 feet to a ½ inch iron rod set;

South 89° 59' 10" East a distance of 139.72 feet to a ½ inch iron rod set;

South 67° 24' 17" East a distance of 46.31 feet to a ½ inch iron rod set;

South 58° 42' 16" East a distance of 40.19 feet to a ½ inch iron rod set;

South 58° 46' 28" East a distance of 17.13 feet to a ½ inch iron rod set;

North 87° 54' 46" East a distance of 643.71 feet to a ½ inch iron rod set for the Northeast corner of this 32.326 acre tract and being located in the West ROW of Waller Gladdish Road (Width Varies);

**THENCE:** Along the West ROW of Waller Gladdish Road the following calls:

**EXHIBIT A**

RECORDER'S MEMORANDUM  
All or parts of the text on this  
page was not clearly legible for  
satisfactory reproduction.

South 00° 49' 03" West a distance of 215.27 feet to a ½ inch iron rod set;  
 South 01° 05' 49" West a distance of 199.30 feet to a ½ inch iron rod set;  
 South 00° 58' 59" West a distance of 165.01 feet to a ½ inch iron rod set;  
 South 03° 06' 28" West a distance of 136.34 feet to a ½ inch iron rod set;  
 South 06° 44' 56" West a distance of 99.08 feet to a ½ inch iron rod set;  
 South 07° 48' 20" West a distance of 110.17 feet to a ½ inch iron rod set;  
 South 10° 25' 12" West a distance of 121.00 feet to a ½ inch iron rod set;  
 South 13° 34' 33" West a distance of 100.07 feet to a ½ inch iron rod set;  
 South 13° 02' 29" West a distance of 58.35 feet to a ½ inch iron rod set for the Southeast  
 corner of this tract and **THE PLACE OF BEGINNING** containing 44.320 acres of land;

The bearings recited herein are based on the West line of this tract running North 01° 22' 49" West.

This survey consists of a separate plat and a legal description.

  
 For Clay & Leyendecker, Inc.  
 David Leyendecker, R.P.L.S.

Texas Registration No. 2085  
 December 1, 2009  
 MA  
 JOHNBAKRR-32.326-09-186



RECORDER'S MEMORANDUM  
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 page was not clearly legible for  
 satisfactory recordation.

1000002

VOL 191 PG 85

FILED

2010 JAN -4 AM 10:15

CHERYL PETERS  
COUNTY CLERK  
WALLER COUNTY, TX.  
*Samantha Neugebauer* DEPUTY

(14) 29.00  
5.00  
1.00  

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35.00 pd

THE STATE OF TEXAS  
COUNTY OF WALLER

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



*Cheryl Peters*  
County Clerk, Waller County, Texas