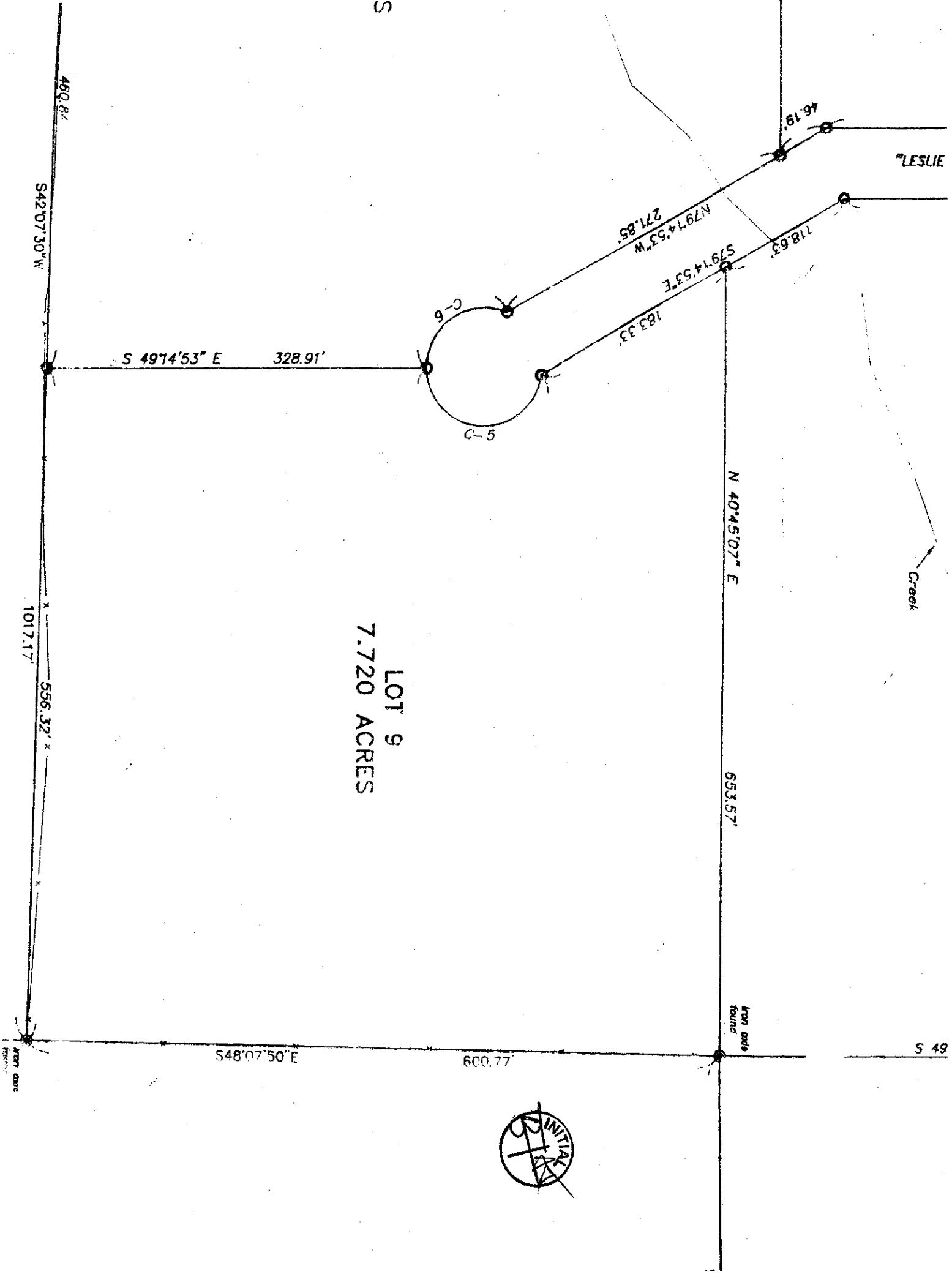


S



LOT 9
7.720 ACRES

"LESLIE"

Creek

Iron axle found

S 49





TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT Leslie Lane
Fayetteville, TX 78940

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ or ☒ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			

Item	Y	N	U
Gas Lines (Nat/LP)			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			
Public Sewer System			

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			

Item	Y	N	U	Additional Information
Central A/C				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers				number of units: _____
Wall/Window AC Units				number of units: _____
Attic Fan(s)				if yes, describe: _____
Central Heat				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat				if yes, describe: _____
Oven				number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney				<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers				number of units: _____ number of remotes: _____
Satellite Dish & Controls				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater				<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler				<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 7-16-08

Initialed by: Seller: B AT and Buyer: _____

Page 1 of 5

Concerning the Property at _____

Water supply provided by: ☐ city ☐ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____Was the Property built before 1978? ☐ yes ☐ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☐ no ☐ unknownAre you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☐ no If yes, describe (attach additional sheets if necessary): _____**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

Item	Y	N
Floors		
Foundation / Slab(s)		
Interior Walls		
Lighting Fixtures		
Plumbing Systems		
Roof		

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		X
Asbestos Components		X
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		X
Endangered Species/Habitat on Property		X
Fault Lines		X
Hazardous or Toxic Waste		X
Improper Drainage		X
Intermittent or Weather Springs		X
Landfill		X
Lead-Based Paint or Lead-Based Pt. Hazards		X
Encroachments onto the Property		X
Improvements encroaching on others' property		X
Located in 100-year Floodplain		X
Located in Floodway		X
Present Flood Ins. Coverage (If yes, attach TAR-1414)		X
Previous Flooding into the Structures		X
Previous Flooding onto the Property		X
Previous Fires		X
Previous Use of Premises for Manufacture of Methamphetamine		X

Condition	Y	N
Previous Foundation Repairs		X
Previous Roof Repairs		X
Other Structural Repairs		X
Radon Gas		X
Settling		X
Soil Movement		X
Subsurface Structure or Pits		X
Underground Storage Tanks		X
Unplatted Easements		X
Unrecorded Easements		X
Urea-formaldehyde Insulation		X
Water Penetration		X
Wetlands on Property		X
Wood Rot		X
Active infestation of termites or other wood- destroying insects (WDI)		X
Previous treatment for termites or WDI		X
Previous termite or WDI damage repaired		X
Termite or WDI damage needing repair		X

(TAR-1406) 7-16-08

Initialed by: Seller: B, A and Buyer: _____Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 2 of 5

Charles B & An

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☐ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

☐ Y ☒ N

☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: _____
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
 Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☐ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☐ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ Any lawsuits or other legal proceedings directly or indirectly affecting the Property.

☐ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ Any condition on the Property which materially affects the health or safety of an individual.

☐ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Concerning the Property at Leslie Lane
Fayetteville, TX 78940

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☐ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☒ no ☐ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller Charles B Tierce Date _____ Signature of Seller Anne Ashley Tierce Date _____
Printed Name: Charles Bradley Tierce Printed Name: Anne Ashley Tierce

(TAR-1406) 7-16-08

Initialed by: Seller: B AT and Buyer: _____

Page 4 of 5

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:
Electric: _____ Sewer: _____
Water: _____ Cable: _____
Trash: _____ Natural Gas: _____
Local Phone: _____ Propane: _____
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice and acknowledges the property complies with the smoke detector requirements of Chapter 766, Health and Safety Code, or, if the property does not comply with the smoke detector requirements of Chapter 766, the buyer waives the buyer's rights to have smoke detectors installed in compliance with Chapter 766.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
COLONY OAKS SUBDIVISION**

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on April 14, 2003, at La Grange, Texas, by ROBERT V. CONNORS, TRUSTEE, ("Declarant"), whose mailing address is 227 Hambrick, Houston, Texas, 77060.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Fayette County, Texas, described as follows:

All that tract or parcel of land situate in Fayette County, Texas, out of the Lucy Kerr Survey, A-61, and being all or a portion of the 76.45 acre tract described in a deed from Charley Rau to Monroe Wied, dated November 12, 1960, and recorded in Volume 323, Pages 593-595, and also a 25 acre tract described as the Second Tract in a deed from A. H. Knippel to Monroe Wied and wife, dated April 23, 1947, and recorded in Volume 209, Pages 623-626, Fayette County Deed Records, more particularly described as follows:

BEGINNING at a pipe and fence corner in the Northwest line of the Lucy Kerr League at the North corner of the 70 acres now or formerly owned by Joe Minar (Mynar);

THENCE with said league line as fenced North 41° 53' 50" East 359.07 feet; North 45° 22' 15" East, 464.20 feet; North 40° 38' 35" East, 193.72 feet; North 44° 15' 50" East 269.76 feet to an iron pin and fence corner at the West corner of a tract conveyed to Charles Polasek;

THENCE with the lines of said tract as fenced South 48° 54' East 30.00 feet to an iron pin and fence corner;

THENCE continuing with the Southeast line of said tract North 43° 29' 07" East, 425.75 feet; North 42° 54' 45" East 502.61 feet; North 0° 38' West, 43.13 feet to the end of an old road;

THENCE North 54° 59' 28" West 36.52 feet to an iron pin and fence corner in the Northeast line of the old road at the South corner of the Erdman Tract;

THENCE with the Southeast line of said tract as fenced North 52° 21' East, 132.90 feet; North 43° 06' 10" East, 943.40 feet to a tree used as a fence corner;

THENCE with the fence at the end of a closed road South 46° 54' East 42.56 feet to an iron pin and fence corner;

THENCE continuing with the fence South 46° 48' 10" East, 825.95 feet; South 47° 09' 10" East 289.65 feet to an iron pin and fence corner at the East corner of the Wied 25 acre tract, being the North corner of the land now or formerly owned by Julia Wessels;

THENCE with the Northwest line of said tract as fenced South 45° 21' 25" West, 975.55 feet; South 40° 17' 30" West, 348.15 feet; South 32° 59' West 40.25 feet; South 42° 12' 50" West, 688.45 feet to an iron pin and fence corner found at the West corner of the Wessels tract;

THENCE with the Southwest line of said tract as fenced South 45° 48' 20" East, 601.33 feet to an iron pin and fence corner at the North corner of the 40 acre tract now or formerly owned by Joe Jurecka;

THENCE with the Northwest line of said tract as fenced South 47° 39' 10" West 250.99 feet; South 38° 11' West, 66.68 feet; South 43° 16' 35" West 314.81 feet; South 45° 58' West, 96.90 feet; South 43° 54' 15" West, 289.13 feet to a concrete monument and fence corner at the North corner of the V. Zapalac Tract;

THENCE with the Northwest line of said tract South 44° 38' 45" West, 266.41 feet to a pipe and fence corner at the East corner of the Minar tract;

THENCE with the Northeast line of said tract as fenced North 45° 54' 37" West, 1719.39 feet to the point or place of beginning, containing 103.508 acres of land of which approximately 1.1 acres lie in the old road along the Northwest line.

Being the same land described in deed dated January 28, 2002, from James E. Rohde, Trustee, to Robert Connors, recorded in Volume 1159, Page 547, Official Records of Fayette County, Texas.

2. The Property shall be known as the Colony Oaks Subdivision.

3. The Declarant has devised a general plan for the entire Property as a whole, with specific provision for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

4. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

5. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Developer

1.01. "Developer" means Declarant and its successors and assigns.

Lot

1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 2 at Page 90 of the Plat Records of Fayette County, Texas (the "Map"), on which there is or will be built a single family dwelling. The term "Lot" does not include any Common Area.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

ARTICLE 2

Exterior Maintenance

2.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, but not the duty, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 3

Use Restrictions and Architectural Standards

Residential Use Only

3.01. All Lots shall be used for single-family residential purposes only. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably

necessary or convenient for its business purpose of constructing and selling residences on the Property.

No temporary shelters will be allowed nor will any travel trailers be permitted except during the course of construction and shall thereafter only be stored upon the property and shall not be used for a residence.

Type of Buildings Permitted

3.02. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height and those outbuildings used in conjunction with residential use of the premises. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Design, Minimum Floor Area, and Exterior Walls

3.03. Any residence constructed on a Lot must have a living area of not less than one thousand (1,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All roofs shall be constructed of fireproof material. All residences constructed shall be completed within one (1) year from the commencement thereof evidenced by completion of foundation.

Easements

3.04. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

3.05. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

3.06. Except as provided in Section 3.02, no structure, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence either temporarily or permanently. No single wide, double wide or manufactured home shall be used as a residence. Garage apartments shall be permitted if otherwise in compliance with these restrictions.

Signs

3.07. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

3.08. No mineral quarrying or mining operations of any kind shall be permitted on any Lot by Declarant or any owner of any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. Declarant (Developer) or Declarant's successors or assigns, shall not lease the premises allowing access or ingress and egress thereto for the exploration and development of oil, gas and hydrocarbons found in suspension with oil and gas.

Rubbish, Trash and Garbage

3.09. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in Sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris except as permitted by local and state law.

Sewage Disposal

3.10. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Fayette County, Texas. Approval of the system as installed shall be obtained from that authority.

Water Supply

3.11. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from that authority.

Land Near Parks and Water Courses

3.12. No building shall be placed, nor shall any material or refuse be placed or stored, on any lot within twenty (20) feet of the property line of any park or edge of any open water course, identified on the Map. However, clean fill may be placed in that setback area if the natural water course is not altered or blocked by the fill.

Trucks, Buses, and Trailers

3.13. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger

van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

3.14. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Other Restrictions

3.15. There shall be no commercial raising of livestock of any type. Cattle or horses are allowed at no greater density than that required by the Fayette County Tax Appraisal District for agricultural use exemption. Animals used for non-commercial special projects, for example, children's participation in FFA, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals, including poultry and swine, are permitted only if used in child's or student's education related projects.

No hazardous materials of any kind shall be stored upon the property except during the course of construction to be utilized within ten (10) days of delivery to the property.

No abandoned vehicles shall be permitted on the property.

There shall be no subdividing of original platted lots.

No rifle hunting shall be permitted on the property but bow hunting properly licensed by the State is permitted at the bow hunter's sole risk.

ARTICLE FOUR

Easements

4.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE FIVE

General Provisions

Enforcement

5.01. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to

enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain full force and effect.

Covenants Running With the Land

5.03. The easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

5.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Fayette County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

5.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

5.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 14th day of April, 2003, at La Grange, Texas.


ROBERT V. CONNORS, TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on April 14, 2003, by
ROBERT V. CONNORS, TRUSTEE.



Betsy Kasper
Notary Public in and for The State of Texas
Notary's Typed or Printed Name:

Betsy Kasper

Notary's Commission Expires:
November 30, 2004