

VL 972PG0850

that is being conveyed to the Grantees herein. If the mineral estate is subject to existing production or an existing lease, the production, the lease, and the benefits from it are allocated in proportion to ownership in the mineral estate.

This conveyance is subject to the Restrictions and Protective Covenants attached hereto and marked Exhibit "B".

Exceptions to Conveyance and Warranty:

1. Those certain electric line easements, and that certain fenceline encroachment along the easterly line of subject property, all as shown on that certain plat dated October 16, 2006, prepared by Jerry L. Hinkle, R.P.L.S. No. 5459.
2. Right-of-way over and across subject property, dated July 22, 1963, executed by Earl Kuhen and Irvy Kuhen, to Lo-Vaca Gathering Co., recorded in Volume 336, page 168, of the Deed Records of Gonzales County, Texas, together with all terms and provisions thereof.
3. Right-of-way over and across subject property, dated July 22, 1963, executed by Zannie Kuhen, to Lo-Vaca Gathering Co., recorded in Volume 335, page 598, of the Deed Records of Gonzales County, Texas, together with all the terms and provisions thereof.
4. Prior reservation of an undivided $\frac{1}{2}$ of the oil, gas, and all other minerals in and under and that may be produced from the subject property, forever, as set forth and reserved in that certain deed dated March 7, 2007, executed by Iva Mae Haines, et al., to Robert Ruckert, Trustee, recorded in Volume 960, page 11, of the Official Records of Gonzales County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Round Top State Bank, at Grantee's request, has paid in cash to Grantor that portion of the

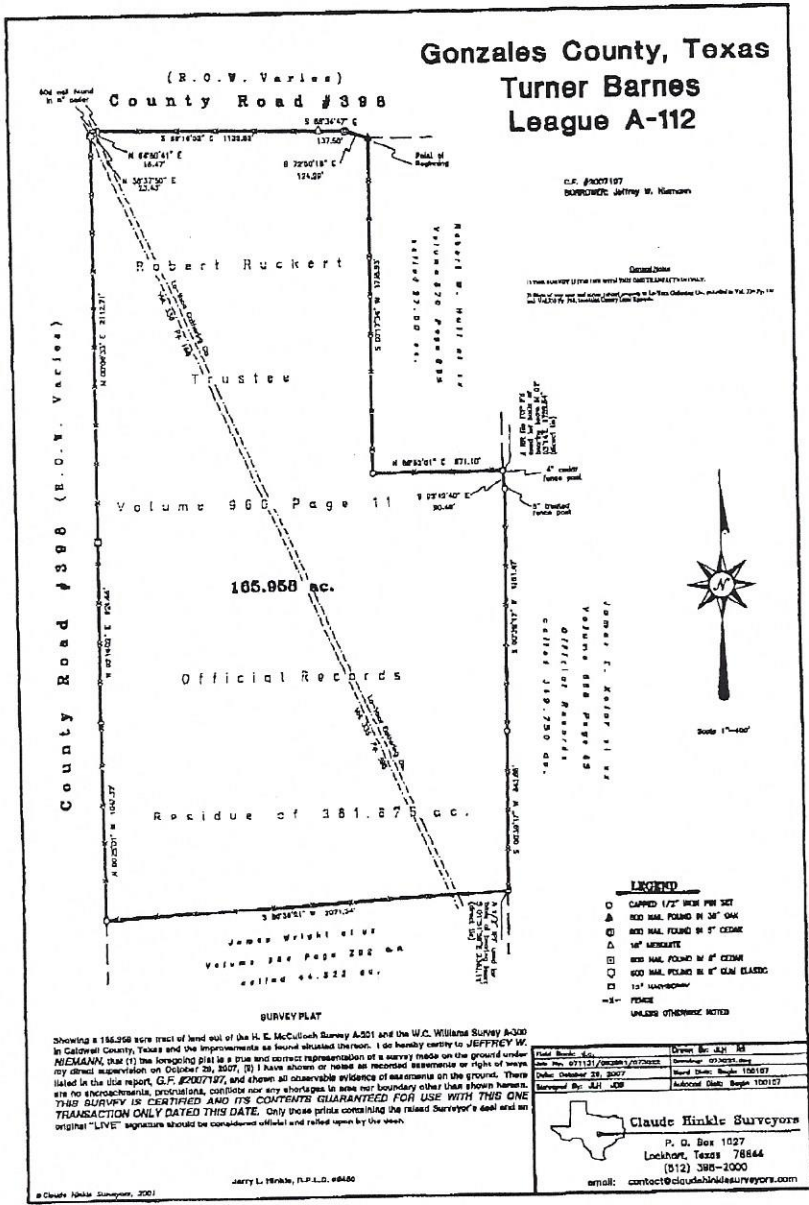


EXHIBIT "A"

WL 972P60853

VL 972PG0852



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in Gonzales County, Texas and being a part of the Turner Barnes League A-112 and being also a part of a tract of land called 381.875 acres and conveyed to Robert Ruckert Trustee by deed recorded in Volume 960 Page 11 of the Official Records of Gonzales County, Texas and being more particularly described as follows:

BEGINNING at a 60d found in a 36" Oak in the most Northerly NE corner of the above mentioned 381.875 acres and in the South line of County Road #398 and in the apparent NW corner of a tract of land called 27.00 acres and conveyed to Robert W. Hull et ux by deed recorded in Volume 870 Page 865 of the said Official Records for the most Northerly NE corner this tract.

THENCE S 00 degrees 17 minutes 34 seconds W with the apparent West line of the above mentioned Hull tract and the most Northerly East line of the said 381.875 acre tract **1738.93 feet** to a capped 1/2" iron pin set in the apparent SW corner of the said Hull tract and an ell corner of the said 381.875 acre tract for an ell corner this tract.

THENCE N 89 degrees 52 minutes 01 seconds E with the apparent South line of the said 27.00 acre tract and a North line of the said 381.875 acre tract **671.10 feet** to a 4" cedar fence corner post found in the occupied most Easterly NE corner of the said 381.875 acre tract and in the apparent West line of a tract of land called 349.750 acres and conveyed to James E. Kolar by deed recorded in Volume 665 Page 65 of the said Deed Records for the most Easterly NE corner this tract.

THENCE with the fenced East line of the said 381.875 acre tract for the following two (2) courses:
(1) **S 05 degrees 42 minutes 40 seconds E 90.49 feet** to a 5" treated fence post found for an angle point this tract.

(2) **S 00 degrees 39 minutes 17 seconds W 2105.35 feet** to a capped 1/2" iron pin set in the occupied NE corner of a tract of land called 44.522 acres and conveyed to James Wright et ux by deed recorded in Volume 964 Page 202 of the said Official Records for the SE corner this tract.

THENCE S 86 degrees 36 minutes 21 seconds W over and across the said 381.875 acre tract and with the North line of the above mentioned 44.522 acre tract **2071.54 feet** to a capped 1/2" iron pin set in the West line of the said 381.875 acre tract and the East line of County Road #398 for the SW corner this tract.

THENCE with the East and South lines of County Road #398 and the West and North lines of the said 381.875 acre tract for the following eight (8) courses:

(1) **N 00 degrees 25 minutes 01 seconds W 1047.37 feet** to a capped 1/2" iron pin set for an angle point this tract.

(2) **N 00 degrees 14 minutes 02 seconds E 924.66 feet** to a 12" Hackberry for an angle point this tract.

(3) **N 00 degrees 06 minutes 33 seconds E 2112.71 feet** to a 60d nail found in a 8" gum elastic for an angle point this tract.

(4) **N 38 degrees 37 minutes 50 seconds E 23.43 feet** to a 60d nail found in a 8" cedar fence post for the NW corner this tract.

(5) **N 64 degrees 50 minutes 41 seconds E 15.47 feet** to a 60d nail found in a 8" cedar fence post for an angle point this tract.

(6) **S 89 degrees 16 minutes 52 seconds E 1135.82 feet** to a 18" Mesquite for an angle point this tract.

(7) **S 88 degrees 34 minutes 47 seconds E 137.50 feet** to a 60d nail found in a 5" cedar fence post for an angle point this tract.

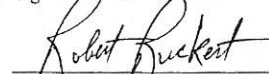
(8) **S 72 degrees 50 minutes 18 seconds E 124.29 feet** to the place of beginning containing **165.958 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on October 29, 2007. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

Jerry L. Hinkle, R.P.L.S. #5459

EXHIBIT "A"

Signed for Identification:


Robert Ruckert, trustee

RESTRICTIONS AND PROTECTIVE COVENANTS:

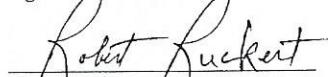
Robert Ruckert, Trustee, the Owner/Seller of the land described by metes and bounds in Exhibit "A" attached hereto, and being a part of a 383 acre tract of land referenced in the description ("Ruckert Tract"), has imposed certain protective covenants and restrictions on said 383 acre tract, or any part thereof, as a general plan or scheme to restrict certain activities or uses. In this connection, at closing, Buyer hereby agrees and understands that he/she will execute a recordable instrument restricting the Property ("Property") and/or the warranty deed from Seller conveying the Property to Buyer shall contain the following restrictions and covenants:

1. Subject to Paragraph 6 or 7, the Ruckert Tract, and the property or and any part thereof, shall be used for single-family residential use, however the use of the Property for agricultural purposes including, but not limited to crop, hay production, and animal raising will be permitted. No industrial purposes shall be allowed, but a commercial grazing, row crop, or tree production agricultural use (other than a use prohibited by paragraph 6 or 7) will be permitted. No unlawful activity or conduct shall be permitted or allowed by any property owner. All lawful activities or conduct shall be carried out or done in a reasonable and safe manner and without creating a nuisance or unsafe environment for any property owner within the 383 acre tract. This would include, but not be limited to, complying with well-recognized safety rules in connection with the use of firearms and burning of refuse or brush.
2. No mobile homes, including either single or doublewide, shall be located on the Property. No outdoor toilets or other type facilities shall be allowed on the Property.
3. In the event the Property is subdivided, any subdivided tract shall be 10 acres or larger. Any such subdivision shall comply with all applicable county and/or state laws and/or ordinances.
4. Houses, (including log cabins) or other permanent structures are to be completed within two (2) years from start of construction. Temporary facilities such as travel trailers may be utilized during the construction period. However, in no event shall any such facility be allowed to remain on the Property longer than two (2) years. This two (2) year period shall be cumulative in nature. Any trailer, or similar structure or facility shall not be visible from the county road, nor shall such facility be located on the front one-third (1/3rd) of the Property.
5. The Property shall be maintained in a neat manner. No dumping, garbage, or other refuse shall be accumulated or kept on Property. The Property, or any part thereof, shall not be used as a junkyard, wrecking yard, junked car or vehicle lot, or trailer park. No junk cars or other vehicles or implements shall be allowed to be stored or accumulated on the Property.

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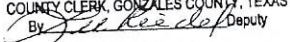
6. No part of the property shall be used as a dump or landfill, nor shall hazardous substances be allowed to be buried or stored on the Property. No gun or shooting club shall be allowed to be operated on the Property.
7. No commercial feedlot operation including, but not limited to, poultry (including egg production), cattle, livestock, sheep, rabbit, hog operation, shall be permitted on Property. No commercial dog kennel or other similar type operation shall be allowed on the Property.
8. All buildings including, but not limited to, houses, detached garages, workshops and barns, must be of good construction and kept in good repair. No structure shall be located or built within fifty (50') feet of any property line.
9. Seller reserves a 15 foot wide utility easement along side and adjacent to all property boundaries for water, electricity, gas, telecommunications and drainage lines.
10. No satellite towers shall be permitted on any part of the Property.
11. These restrictions shall run with the land and shall be binding on the owners of all or any portion of the Ruckert Tract, their assigns, heirs and/or transferees. They shall be enforceable in law or in equity and any suit to enforce said Restrictions and Covenants shall be filed in Gonzales County, Texas. Suit to enforce said Restrictions may be instituted by any owner of a tract that was part of the Ruckert Tract.
12. Buyer and Owner hereby agree, for valuable consideration, the receipt of which is hereby acknowledged, that these restrictions shall be in force for thirty (30) years from date of closing, unless changed or modified by a vote of at least 2/3rds of the total acreage contained in the herein described 383 acres of land (i.e. the Ruckert Tract).
13. If any of these restrictions and covenants are declared invalid or unenforceable for any reason, none of the remaining covenants and restrictions shall be affected thereby but shall remain in full force and effect.

Signed for Identification:


Robert Ruckert, trustee


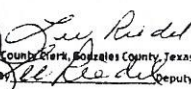
(Revised as of 11-13-2007.)

2 EXHIBIT "B"

FILED this 20 day of Nov, 2007
at 1:50 PM
LEE RIEDEL
COUNTY CLERK, GONZALES COUNTY, TEXAS
By  Deputy

STATE OF TEXAS COUNTY OF GONZALES
I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the Official Records of Gonzales County,
Texas in volume and page as stamped
hereon by me.

NOV 21 2007



County Clerk, Gonzales County, Texas
Lee Riedel Deputy