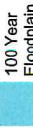


Boundary



100 Year
Floodplain



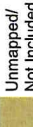
500 Year
Floodplain



Floodway

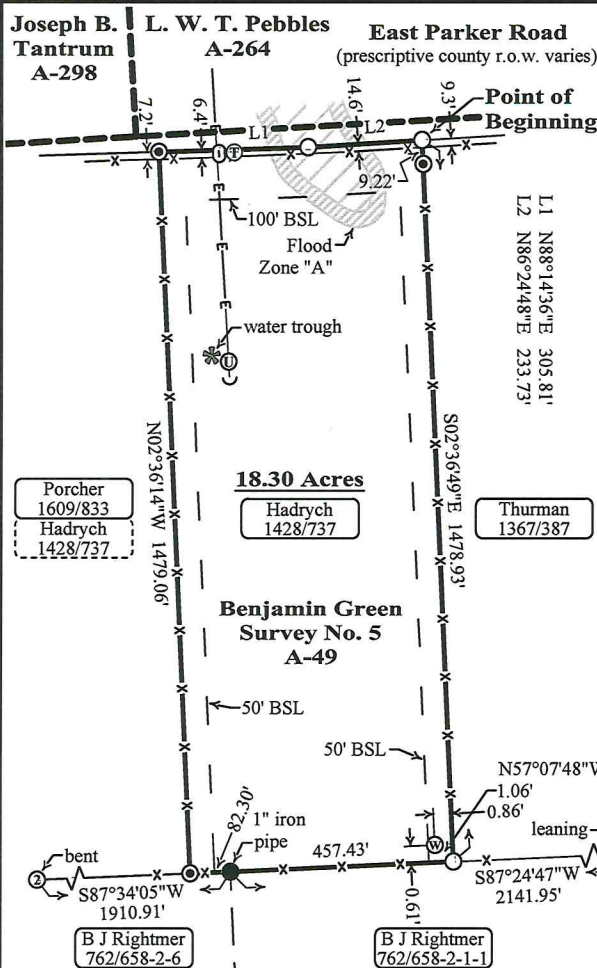


Special



Unmapped/
Not Included

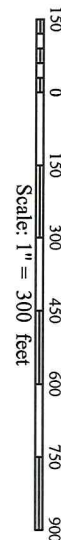




Title survey plat to accompany field notes description of an 18.30 acre tract of land situated approximately 15.2 miles S51°W of La Grange, and 3.3 miles S1°E of Muldoon, in Fayette County, Texas; same being a portion of Abstract 49, Benjamin Green, original grantee; and being a portion of that certain 57.9 acres tract of land conveyed to Giles G. Hadrych et ux, Cheryl R. by an instrument (1428/737) recorded in the Fayette County Official Public Records.



Legend	
○	Calculated point
⊙	Capped 5/8" iron rod found (AbsGeo)
⊙	Capped 5/8" iron rod set for witness
②	Found 1/2" iron rod
●	Found 1" iron pipe
⊕	Utility pole
⊖	Guy wire
⊙	Water meter
⊕	Telephone pedestal
Name/ID Vol/Pg	Current deed, see Record Notes
Name/ID Vol/Pg	Historical deed, see Record Notes
BSL	Building setback line
FCDR	Fayette County Deed Records
FCOPR	Fayette County Official Public Records
—E—E—	Overhead electric line
—x—x—	Wire fence
---	Approximate location of Abstract line



Record Notes

(762/658 FCDR, filed 2/15/1988) Tract 2-1-1: 100 acres, Tract 2-6: 21.53 acres; partition to Billie Jean Rightmer;
 (1367/387 FCOPR, filed 9/1/2006) 20.0 acres, Curtis W. Thurman et ux, Laura A;
 (1428/737 FCOPR, filed 2/19/2008) 57.9 acres; Giles G. Hadrych et ux, Cheryl R;
 (1609/833 FCOPR, filed 6/19/2012) 39.58 acres; Bruce A. Porcher et ux, Sherry Ann;

Easement Notes

According to commitment for title insurance issued by Botts Title Company, GF No. Fa-12-275, effective 9/6/2012 and issued 9/14/2012, the subject tract is subject to the following:
 (585/666 FCDR) is not located on the subject tract;
 (1310/544 FCOPR, filed 5/19/2005) Blanket easement for overhead and/or underground electric line or lines or system; Fayette Electric Cooperative, Inc; affects the 115.94 acre parent tract (see 769/90 FCDR), of which the subject tract is a part; visible evidence of power lines is shown hereon;
 (1385/857 FCOPR, filed 2/9/2007) Deed for a 79.9 acre tract of land of which the subject tract is a part; contains several restrictions including a 100' building setback line along East Parker Road; a 50' building setback line along the east and west boundary lines; and a provision which binds future subdivisions of this tract to the same restrictions;
 (1462/522 FCOPR, filed 12/5/2008) 15' easement for water distribution lines and appurtenances; Fayette Water Supply Corporation; affects the 57.9 acre parent tract of which this tract is a part; the location of the line is not specified, but the easement is "limited to a strip of land 15' in width the center line thereof being the pipeline as installed"; evidence of water lines situated on the subject tract is shown hereon;
 Referenced easements, whether located on the subject tracts or not, may grant blanket rights (such as ingress and egress, etc.) over the grantor's adjacent lands.

These tracts may be subject to oil, gas and mineral leases which may stipulate blanket rights over grantor's lands, such as the rights of ingress and egress, to build roads, to lay pipelines, etc. See those documents for details.

Surveyor did not perform a complete independent search of the public records for potential easements.

Survey Notes

The basis of bearing is grid north, Texas State Plane Coordinate System of 1983, Central Zone. The distances shown hereon are grid distances.
 According to the FEMA Flood Insurance Rate Map No. 48149C0400C, effective 10/17/2006, a portion of this tract appears to lie in Flood Zone "A", "Special Flood Hazard Area subject to inundation by the 1% annual chance flood."

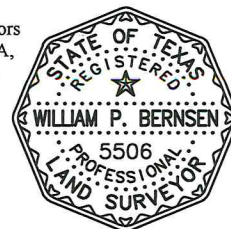
There is an apparent buried telephone cable situated north of the fence, along the south side of the road.

The original record documents for the parent tracts of the subject tract call for the north line of the abstract to be their northern boundary. Likewise, the original record documents for the parent tracts on the north side of the road call for the same line to be their southern boundary. The actual location of the abstract line is not ascertainable from the evidence gathered during the course of this survey, and the location of the line shown hereon is approximate. The current deeds for the tracts on the north and south sides of the road call to stop at the "margin" of the road, but this does not change the fact that the original documents continue to the abstract line. The East Parker Road right-of-way width varies, is not defined by any recorded documents other than the surveys, and is prescriptive in nature. The road is shown hereon as 45 feet wide, based on the average width of the county-maintained asphalt and ditches. The existing fences do not follow this line. The north line of the abstract may or may not be in the center of the road.

Do not record this document.

This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications for a Category 1A, Condition 3 Survey. This certification shall be null & void for transactions occurring more than 60 days from the date certified.

William P. Bernsen
 William P. Bernsen, RPLS #5506
 Surveyed 9/19/2012
 Certified 9/20/2012



Restrictive Covenants - Exhibit "B"

1. The Property shall be used primarily for residential purposes and no building shall be constructed, erected or placed on any part or parcel of the Property that do not comply with the requirements set out herein.
2. The restrictions applicable to buildings and improvements as set out below shall not apply in any way to any structure which is presently located on the Property as of the date of this document.
3. No restrictions set out herein shall prohibit the Owner of one or more parcels of the Property from using such Owner's primary residence and related buildings as offices for a small family business enterprise. Neither shall the restrictions set out below prohibit any Owner of one or more parcels of the Property from utilizing the premises for farming and ranching operations except for the exclusion applicable to hogs and chickens as set out below.
4. No manufactured mobile homes or modular homes shall be located on the Property on either a temporary or a permanent basis. This restriction shall not prohibit the construction and installation on the Property of a prefabricated home by any Owner. Travel trailers, motor homes, boats and agricultural equipment may be kept on the Property provided that such belongings are regularly stored out of view of an adjoiners' land and out of view from East Parker Road.
5. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any parcel of the Property for more than two (2) weeks shall constitute a "junk yard" except when stored in a garage or building. All vehicles on the Property must have current licenses and registration and be in regular use.
6. The installation of septic tanks and soil-absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas, its agencies or subdivisions.
7. The exterior of all buildings or structures (other than primary residences) which are constructed on the Property shall either match the exterior of the primary residence situated on the Property or shall be constructed out of brick, rock, masonry (including hardy board), painted and/or treated wood, pre-painted/coated and sealed rust-proof metal. No corrugated type galvanized sheet metal shall be utilized for the exteriors of any such buildings. Pastel colors and the colors lime green and purple shall not be allowed on any structure.
8. No hogs or pigs or chickens shall be maintained on the Property on either a temporary or permanent basis.
9. No metal towers of any type shall be erected on the Property.
10. The Owner of the Property shall keep the frontage of the Property clean and reasonably clear of weeds and other debris to maintain an attractive appearance from the roadway.
11. No commercial signs of any kind shall be displayed in public view on the Property except for signs and

advertising that the Property is available for sale or rent. In the latter event, only one sign not more than ten square feet may be placed on any single parcel of the Property for advertising purposes.

12. No open pits or structures may be constructed on the Property for the purpose of mining and removing sand, gravel, or other substances or surface minerals at any place.
13. The Property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and/or disposal of such materials shall be kept in a clean and sanitary condition.
14. No owner of the Property shall be authorized to divert the natural flow and drainage of water to or away from any adjoining parcel belonging to another owner without obtaining his, her or its advance written consent to such diversion.
15. No building shall be constructed on the Property closer than 100' from Parker Road or 50' from an east or west boundary line.
16. The Declarant (Grantor herein) or any other owner of property derived from the 137.00 acre tract from which the Property originated and which tract is also subject to these restrictive covenants, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed under these Restrictive Covenants. The failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed to waive the right to do so thereafter.
17. The invalidation of one or more of the covenants, conditions or restrictions set out herein by judgment or court order shall in no matter affect any other provision and all other provisions hereof shall remain in full force and effect.
18. These restrictions, conditions, and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any portion of the Property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel shall thereby agree and covenant to abide by and fully perform the foregoing restrictions, conditions and covenants. These covenants shall run with the land and shall be binding for a period of fifty (50) years from August 30, 2006, after which time said covenants, conditions and restrictions shall be subject to renewal and/or modification by an instrument signed by the Owners of a majority of the total acreage derived from the original 137.00 acre parent tract and expressly made subject to these restrictive covenants. No such amendment or renewal shall be effective, however, until it is recorded in the Real Property Records of Fayette County, Texas and, if the Property is then subject to any further governmental regulations, until approval of such body or agency has been obtained.
19. The Property shall not be partitioned or further subdivided into parcels smaller than five acres and each of these further subdivided parcels shall be bound by all of the restrictive covenants set out herein.

\$44.00 Pd.

Filed By & Hand To:
Botts Title Co.