

**Muras Land Surveying, Inc.**  
3802 KRISCHKE ROAD  
SCHULENBURG, TEXAS 78956-5631  
PH. (361) 865-2227

**STATE OF TEXAS**       ()

**COUNTY OF FAYETTE**   ()

Thomas Barrett, Trustee  
Tract 3 - 15.00 Acres of Land

All that certain tract or parcel of land situated in Fayette County, Texas, a part of the Almon Weaver Survey, A-335, same being a part of that called 98.15 acre tract of land described in a deed from Clyde M. McAnelly, Sr. and wife, Maude M. McAnelly to Kenneth L. Frierson and wife, Johnnie J. Frierson, dated July 16, 1961 and recorded in Volume 334, Page 247 of the Deed Records of Fayette County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set for the Northwest corner, same being EAST 1437.67 feet from the Northwest corner of the said Kenneth Frierson, et ux. 98.15 acre tract of land, same lying in the North boundary of said 98.15 acre tract, same lying in the South boundary of a 100 acre tract of land described in Volume 909, Page 240, same being the Northeast corner of Tr. 2 - 16.331 acres of land this day surveyed;

THENCE, along the North boundary of the said Kenneth Frierson, et ux. 98.15 acre tract of land and the South boundary of said 100 acre tract, EAST 597.85 feet to an iron rod set for the Northeast corner;

THENCE, severing said 98.15 acre tract, S 00°19'14" E 936.84 feet to an iron rod set for the most East Southeast corner, same lying in the North margin of Burke Road;

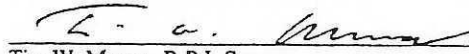
THENCE, along the Northwest margin of Burke Road, S 56°35'32" W 61.6 feet to an iron rod found, S 28°59'01" W 58.30 feet to an iron rod set and S 00°43'56" E 83.7 feet to an iron rod set for the most South Southeast corner, same being the Northeast corner of Tr. 6 - 16.0 acres;

THENCE, along the North boundary of Tr. 6 - 16.0 acres, WEST 524.48 feet to an iron rod set for the most Westerly Southwest corner, same being a Southeast corner of Tr. 2 - 16.331 acres;

THENCE, along the East boundary of said Tr. 2 - 16.331 acres of land, NORTH 1105.44 feet to the place of beginning, containing 15.00 acres of land.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, and that said property has access to and from a dedicated roadway.

  
Tim W. Muras, R.P.L.S.  
Registered Professional Land Surveyor No. 4401  
Schulenburg, Texas  
November 5, 2007

SEAL:

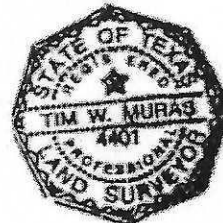


EXHIBIT A

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OFFICIAL RECORDS  
FAYETTE COUNTY, TEXAS

## RESTRICTIVE COVENANTS

STATE OF TEXAS ]

COUNTY OF FAYETTE ]

WHEREAS, THOMAS S. BARRETT, hereinafter referred to as "Seller", is the owner of a certain tract or parcel of land as described as follows:

93.33 acres of land out of the ALMON WEAVER SURVEY, A-335, FAYETTE COUNTY TEXAS.

And, WHEREAS, the Seller is desirous of publishing certain restrictions, limitations and conditions which shall apply to the property above described, and to the portions thereof in the manner as hereinafter provided, as may hereafter be sold off, which restrictions, limitations and conditions shall relate to and affect the property as hereinafter provided.

## LAND USE

(a) All tracts shall be used for single family residences only, with the usual and customary accessory buildings, included but not limited to a garage and barn. These tracts are AG exempt at the time of purchase and this exemption is available to the new purchasers through the Appraisal District.

(b) Any dwelling constructed on subject property shall be constructed of at least standard frame construction and shall be completed before being inhabited.

(c) A home office business will be allowed on this property however it is hereby specifically stated that to rent space to campers, recreational vehicles, trailers or other units for occupancy or storage is considered commercial operation for the purpose of these restrictions and is disallowed.

MOBILE, MANUFACTURED OR MODULAR HOMES

All mobile, or manufactured homes placed on subject property shall be new and of double wide construction, and all modular homes shall be of new construction, and all shall meet the following requirements:

(a) All units shall be skirted with compatible materials enclosing the open spaces from the finished exterior frame to the ground. This skirting must be accomplished prior to occupancy. The use of shrubs or landscaping shall not be acceptable as a skirting device or method.

(b) Constructed additions to an existing mobile, manufactured or modular home shall be permitted. Under no circumstances will additions be permitted to be placed in the front portion or attached to the front unit in any manner, except open or screened porches. Any other additions must be to the rear and compatible with the original structure.

(c) All housing units that have a porch or entry deck will have same constructed in a manner architecturally appealing in design and placement.

#### BUILDING LOCATION

Residences and buildings shall be situated no nearer than one hundred feet (100') to any side property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered a part of the building.

#### TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding, shall be used on subject property at any time as a residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted on subject property if constructed of material comparable to and compatible with the dwelling located on the property. Storage buildings may not be utilized as a permanent residence on the tract. The owner of such tract may use such tract for vacation or recreational use. The owner may use an owner dwelling such as a tent or lean-to, place a trailer, camper or other operational recreational vehicle on such tract for a period of time not to exceed a total of three (3) months out of any one year. Such vehicle must be maintained and kept operable so that it may be moved.

#### SEWAGE DISPOSAL

No outside toilets shall be permitted. Installation of septic tank and soil absorption sewage disposal system shall be in accordance with the minimum recommendations required by the State of Texas and/or the County of Fayette. If a trailer, camper or recreational vehicle is being used on the property, a self contained sewage disposal system must be in place and utilized. Dumping of raw sewage on the property is strictly prohibited at all times and under any circumstances.

## FENCES

All shared fences between property owners shall be constructed of five (5) strand barbwire with one (1) cedar post and four (4) T posts in line with the cost being shared equally between the property owners.

## EASEMENTS AND RIGHT OF WAYS

(a) Easements and right of ways for installation and maintenance of utilities are established herein. Within such easement and right of way, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities.

(b) No structure of any kind shall be built, erected, or maintained on any such easement, reservation or right of way and such easement, reservation or right of way shall at all times be open and accessible to representatives of public and quasi-public utility corporations, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements reservations or right of ways are reserved.

(c) Any and all Purchasers of a tract or tracts hereby agree to cooperate with all utility companies and to immediately sign any paperwork needed by said utility company to grant an easement or right of way across Purchaser's property in order to provide utilities to surrounding tracts of the aforementioned 93.33 acres. If Purchaser does not cooperate with said utility company, Purchaser hereby grants Seller the authority and right to sign said easement and/or right of way paperwork on behalf of Purchaser.

(d) It is understood and agreed that the easements and right of ways granted herein are reserved as a permanent easement and right of way for the purpose set forth and are not subject to the time limit applicable to restrictive covenants.

(e) Purchaser may dig ponds and/or stock tanks on their property but Purchaser understands Purchaser may not dam up or in any way construct a permanent hinderance to the natural flow of any creek, drainage ditch or wet weather creek flowing across Purchaser's property.

## DRIVEWAYS AND ROADS

Purchaser understands that the land used as Purchaser's driveway is Purchaser's private property and as such, is Purchaser's sole responsibility for the maintenance and upkeep of said driveway. At no time is the County of Fayette going to be responsible for and/or provide maintenance for Purchaser's private driveway.

## GARBAGE AND REFUSE DISPOSAL

(a) Subject property shall be maintained in a clean, neat and attractive condition. No tract shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept except in sanitary containers.

(b) Each Purchaser shall be responsible for disposing of all his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local government authority. All other equipment for the storage and disposal of trash, garbage and rubbish shall be kept in a clean and sanitary condition.

(c) No trash, ashes or other refuse may be thrown or dumped on any vacant tract of the above described property.

#### FURTHER SUBDIVISION

No tract may be further subdivided and all tracts shall remain single family residences.

#### NUISANCES

No obnoxious or offensive activities shall be carried out or upon said tract or tracts, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood. Lawful hunting and shooting of firearms is not to be considered a nuisance.

#### LIVESTOCK AND POULTRY

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred and maintained on any tract under the following conditions:

(a) No livestock of any kind shall be allowed to run loose.

(b) All horses, cattle or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.

(c) No swine may be bred, kept or maintained on subject property except two (2) per tract for personal consumption and/or show competition.

(d) No chickens, turkeys or other poultry may be bred, kept or raised on subject property except twenty (20) per tract for personal consumption and/or show competition.



- (e) Though horses are permitted on subject property, public stables are not permitted.
- (f) Though cattle are permitted on subject property, feed lots are not permitted.
- (g) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

#### INOPERATIVE VEHICLES

(a) No junk, wrecking or auto storage shall be located on any tract. No discarded abandoned unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any tract. A vehicle shall be considered inoperative if it cannot be moved under its own power for more than 30 days. A vehicle currently being restored or repaired is allowed provided it is permanently stored indoors out of public view. All vehicles in public view on subject property must have a current license tag and a current state inspection sticker.

(b) Personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may be kept on subject property.

#### OWNER'S OBLIGATION TO REPAIR

Owner shall, at owner's sole cost and expense, repair and maintain owner's residence and other buildings on subject tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction or placement on subject property, excepting normal wear and tear.

#### TERM OF RESTRICTIVE COVENANTS

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, purchasers, parties and all persons claiming under them.

#### ENFORCEMENT

(a) The foregoing stipulations, restrictions and conditions are imposed for the benefit of each parcel of land of the above described property, and the Seller, its successor and assigns, and any person owning any of the subject property described above, may prosecute proceedings at law or in equity to prevent or remedy the violations of such restrictions and covenants and secure redress for damages suffered on account of such violation.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

(c) Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND, this 13<sup>th</sup> day of June, 2007

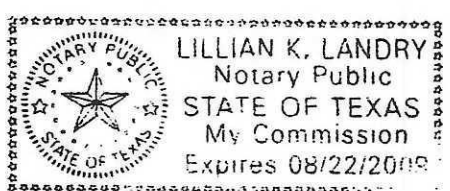
Thomas S. Barrett  
Thomas S. Barrett, Owner/Seller

THE STATE OF TEXAS ]  
COUNTY OF FAYETTE ]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Thomas S. Barrett, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes of consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of June, 2007

Lillian K. Landry  
Notary Public



*Filed by &  
Returns to:  
T. S. BARRETT  
7326 KAINER Rd.  
Schulenburg, Texas 78956*

*\$36.00 fee*  
**FILED**  
*1:40 PM*  
**JUN 13 2007**

Carolyn Kubos Roberts  
CAROLYN KUBOS ROBERTS  
CO. CLERK, FAYETTE CO TEXAS

STATE OF TEXAS COUNTY OF FAYETTE  
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 Volume and Page of the Named RECORDS of Fayette County, Texas as stamped hereon by me on.

**JUN 13 2007**  
Carolyn Kubos Roberts  
CAROLYN KUBOS ROBERTS  
COUNTY CLERK, FAYETTE COUNTY, TEXAS

