

Print Date: Mar 22, 2011

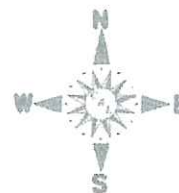
ARY MAP

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Clay & Leyendecker, Inc.

Consulting Engineers & Surveyors
1350 Ave. D / Katy, Texas 77493 / (281) 391-0173



SCALE: 1" = 200'



PLAT OF SURVEY

BEING A 12.000 ACRE TRACT OF LAND OUT OF A CALLED 150.0 ACRE TRACT
(VOLUME 47, PAGE 429, WALLER COUNTY DEED RECORDS) SITUATED IN THE
JOHN BAKER SURVEY, ABSTRACT 71, WALLER COUNTY, TEXAS.

This property is not in the 100-year Flood Plain, according to the Waller County, Texas Flood Plain Map Community Panel No. 480840 0035 B dated December 18, 1986.

Note: All bearings recited hereon are based on the East line of Jeff Smith Road running North-South.

This survey relies on record data furnished by Stewart Title Company, dated March 27, 2006, G.F. No. 06904250.

Scale: 1" = 200'
Date: 4-19-06
Dwn. By: BR
File No.: 06-075A

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The Undersigned does certify that the above is an accurate Plat of Survey made on the ground, of the property legally described hereon in April, 2006 and is correct, and that there are no discrepancies, conflicts, encroachments, or easements apparent on the ground except as shown hereon.



David Leyendecker
For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2095

This survey valid only with an original signature and only for the transaction covered by Stewart Title Company in G.F. No. 06904250.

29530 Jeff Smith
Hempstead, TX 77445

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06904250 / K1/49

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DEED RESTRICTIONS

Vol 0959 - 800

WHEREAS, K & T Group, LP, a Texas corporation (herein referred to as "Seller/Owner"), is the owner of approximately 150 acres of land, more or less, being a part of the John Baker Survey, A-71, and said land being described as follows:

150.00 acres of land, more or less, being the same land more fully described in that certain Warranty Deed acknowledged on October 7, 1992, from R.G. Hand and wife, Kate Hand to Roy Hand, and recorded in Volume 47, Page 429 of the Deed Records of Waller County, Texas

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

1. No owner of a tract within the Restricted Tract shall occupy or use such 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 Tract shall be of new construction. Notwithstanding the foregoing, an owner may use his home for his own private, 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 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 any tract within the Restricted Tract at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any such tract.
3. Any residence constructed in the Restricted Tract 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.

Each tract owner must install his private water well and septic system that is 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 of the Restricted Tract by blocking or impeding in any manner. Furthermore, it is the tract owner's responsibility to maintain and keep clean the drainage ways and culverts associated with such tract.

4. No building or structure shall be located on any tract within the Restricted Tract nearer than one hundred (100) feet to the front tract line. No building or permanent structure of any kind shall be located on any tract nearer than fifty (50) feet to the side or rear property line of such tract.
5. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of a tract within the Restricted Tract.
6. No obnoxious or offensive activity may be carried on or conducted on any tract within the Restricted Tract, 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 any tract until the owner is ready to commence improvements and then such material shall be placed within the property lines on the tract or parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the street and the property line.
9. No sign of any kind shall be displayed to public view on any tract 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 each tract shall at all times maintain the 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 said 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 such tract, to maintain the same and any improvements thereon, at tract owner's expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants.

12. No tract within the Restricted Tract may 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 the owner's tract, excluding one acre for residence. In any event, the owner of the 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 shall be permitted. It is stipulated that (5) or more such dogs, cats or other household pets (excluding new born animals under 3 months old) shall constitute raising or keeping a kennel for commercial purposes.
13. No ~~oil~~ ^{cell} pools shall be dug or permitted on any part of the Restricted Tract. 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 Tract.
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 any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract.
15. No repair work, dismantling or assembling of motor vehicles or any 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. Invalidation of any one or any part of these Restrictive Covenants 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 within the Restricted Tract, hereby covenants, and each owner of such tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree that there restrictions are a covenant running with the land.
19. These covenants and restrictions shall run with the land and shall be binding upon all subsequent owners, there heirs and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, 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 in the Restricted Tract covered by these Restrictive

Covenants has been filed of record prior to the end of said twenty-five (25) year period, agreeing to change these covenants and restrictions in whole or in part. These Restrictive Covenants may be amended by an instrument signed by the owners of at least seventy-five (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 within the Restricted Tract, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants 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 Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.
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 Restrictive Covenants 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 Restrictive Covenants 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 Restrictive Covenants 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. The Seller/Owner shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants 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 Restrictive Covenants 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 Restrictive Covenants, 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.

EXECUTED THIS 17TH day of MAY, 2006.

Seller/Owner:



K & T GROUP, LP


BY: K & T INTERESTS, INC. GENERAL PARTNER
BY: KENNETH PARKER, LIMITED PARTNER

K & T GROUP, LP

BY: K & T INTERESTS, INC. GENERAL PARTNER
BY: THOMAS STUART SMITH, LIMITED PARTNER

STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 17th day of May, 2006 by KENNTH PARKER, LIMITED PARTER OF K& T GROUP, LL BY K&T GROUP, INC., IT'S GENERAL PARTNER.


Notary Public, State of TEXAS

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2006 by THOMAS STUART SMITH, LIMITED PARTER OF K& T GROUP, LL BY K&T GROUP, INC., IT'S GENERAL PARTNER.

Notary Public, State of _____

VAL 0959-805

26. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, 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.

EXECUTED THIS _____ day of _____, 20____.

Seller/Owner:

K & T GROUP, LP

BY: K & T INTERESTS, INC. GENERAL PARTNER
BY: KENNETH PARKER, LIMITED PARTNER

Thomas S. Smith

K & T GROUP, LP

BY: K & T INTERESTS, INC. GENERAL PARTNER
BY: THOMAS STUART SMITH, LIMITED PARTNER

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2006 by KENNETH PARKER, LIMITED PARTNER OF K & T GROUP, LL BY K&T GROUP, INC., IT'S GENERAL PARTNER.

Notary Public, State of _____

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 17 day of MAY, 2006 by THOMAS STUART SMITH, LIMITED PARTNER OF K & T GROUP, LL BY K&T GROUP, INC., IT'S GENERAL PARTNER.



Cynthia Randolph
Notary Public, State of TEXAS

603755

WL 0059-806

FILED FOR RECORD

06 MAY 19 PM 2:25

Amanda Dwyer
CLERK OF COURTS
WALLER COUNTY TEXAS

① 25.00
5.00
1.00

31.00pd

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

EXHIBIT "A"

FIELD NOTES FOR A 12.000 ACRE TRACT OF LAND OUT OF A CALLED 150.0 ACRE TRACT (VOLUME 47, PAGE 429, WALLER COUNTY DEED RECORDS) SITUATED IN THE JOHN BAKER SURVEY, ABSTRACT 71, WALLER COUNTY, TEXAS.

COMMENCING FOR REFERENCE: At a ½ inch iron rod set at a fence corner at the intersection of the East line of Jeff Smith Road and the North line of Howell Road (width varies) for the Southwest corner of a Southerly adjoining 12.000 acre tract (previously surveyed and not yet recorded);

THENCE: North along the fenced East line of Jeff Smith Road a distance of 522.20 feet to a ½ inch iron rod set for the Northwest corner of the Southerly adjoining 12.000 acre tract and the Southwest corner and ACTUAL PLACE OF BEGINNING of this 12.000 acre tract;

THENCE: Continuing along the fenced East line of Jeff Smith Road, North a distance of 522.20 feet to a ½ inch iron rod set for the Northwest corner of this 12.000 acre tract and a Southwest corner of the residue of the called 150.0 acre tract;

THENCE: Departing the said East line of Jeff Smith Road, South 89° 53' 32" East a distance of 1001.00 feet to a ½ inch iron rod set for the Northeast corner of this tract and an interior corner of the residue;

THENCE: South a distance of 522.20 feet to a ½ inch iron rod set for the Northeast corner of the Southerly adjoining 12.000 acre tract and the Southeast corner of this 12.000 acre tract;

THENCE: North 89° 53' 32" West a distance of 1001.00 feet along the North line of the Southerly adjoining 12.000 acre tract to the PLACE OF BEGINNING and containing 12.000 acres of land.

The bearings recited herein are based on the East line of Jeff Smith Road running North-South.