

STATE OF TEXAS
COUNTY OF BRAZORIA
I, RICHARD E. GARDNER, ALONG WITH I, HOPE WALKER AND J. RACHEL WALKER, OWNERS OF THE PROPERTY SUBDIVIDED IN THIS DEED OF A 4.884 ACRE TRACT AND PARCELS 3 AND 4 OF THE PARTITION OF A 4.884 ACRE TRACT AND PARCELS 3 AND 4 OF THE PARTITION OF A 4.884 ACRE TRACT, ACCORDING TO THE LOT LINES, INCLUDING THE SURVEY MADE UNDER MY SUPERVISION, ON THE GRUND, AND THAT THERE ARE NO OTHER CLAIMS TO THE PROPERTY, HEREBY CONFIRM AND HEREBY REAFFIRM THE TITLE TO THE LAND SO DESCRIBED AND TO FOREVER SUCCEEDS AND ASSISTS TO MAINTAIN AND FOREVER WITNESS MY HAND IN BRAZORIA COUNTY, TEXAS, THIS THE 17th DAY OF April, 2016.

RICHARD E. GARDNER
JANA C. GARDNER
HOPE WALKER
J. RACHEL WALKER

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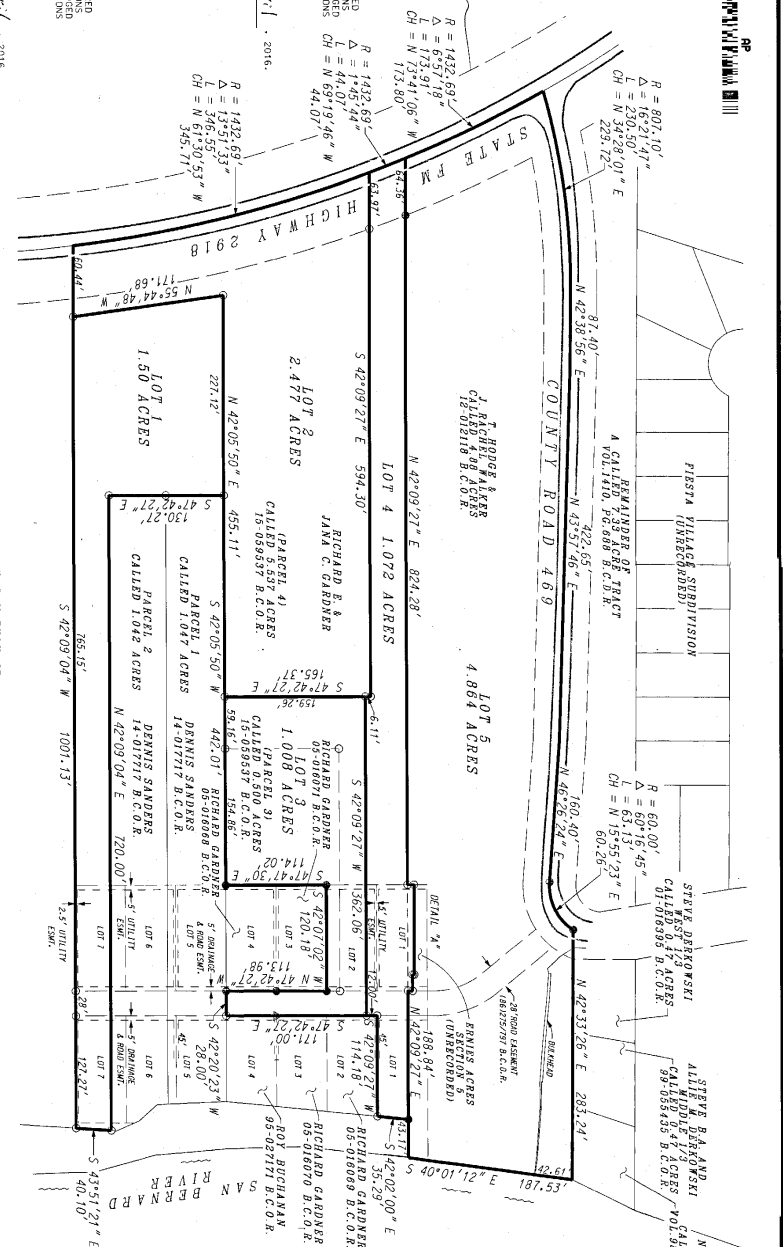
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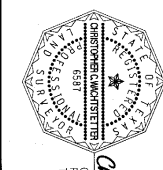
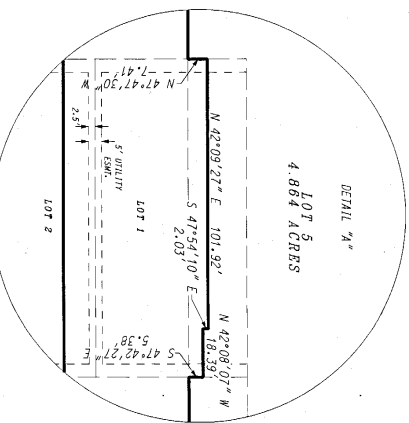
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JONATHAN C. WRIGHT, JR.
CALLED 8.97 ACRES
88-003434 B.C.O.R.

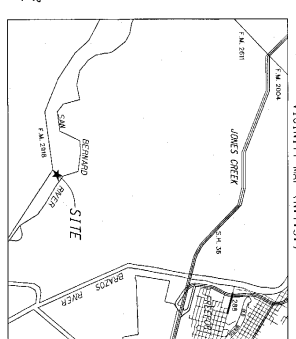
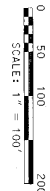


Christopher C. Wachstetter
Notary Public, State of Texas
2016020110
Brazoria County, Texas
Joyce Hudson, County Clerk
Seal: 125.00

1. CHRISTOPHER C. WACHSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAN IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GRUND, AND THAT THERE ARE NO OTHER CLAIMS TO THE PROPERTY, EXCEPT AS SHOWN.
DATE SIGNED: March 3, 2016

NOTES

1. BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ● DENOTES FOUND IRON PIPE
3. ○ DENOTES SET "X" IRON ROD W/ CAP
4. ▲ DENOTES FOUND CONCRETE MONUMENT
5. NO LITTLE COMMENT WAS PROVIDED FROM THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.
6. THIS PROPERTY LIES PARTIALLY WITHIN THE LIMITS OF MAP NO. 403000001, DATED MAY 4, 1992.
7. THE PURPOSE OF THE DEED IS TO SUBDIVIDE A 4.884 ACRE TRACT AND PARCELS 3 AND 4 OF A PARTITION OF 7.642 ACRE TRACT OUT OF A CALLED 8.98 ACRE TRACT, 85-015705 OF THE CITY OF FREETPORT.
8. BUILDING LINES MAY BE LOCATED TO THE BUILDING.



DOYLE & WACHSTETTER, Inc.
Surveying and Mapping GPS/GIS
151 COMMERCE STREET, SUITE 1750
IRVING, TEXAS 75039
OFFICE: 972-356-8232
FAX: 972-356-0900
IRVING, TEXAS 75039

BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
C.G.H. & H. ALSEBERRY 1/2 LEAGUE GRANT
ABSTRACT 4
CITY OF FREETPORT
BRAZORIA COUNTY, TEXAS
APRIL 2016

REPLAT
OF
A 4.884 ACRE TRACT
AND
PARCELS 3 AND 4
OF THE
PARTITION OF A 7.642 ACRE TRACT
OUT OF
A CALLED 8.98 ACRE TRACT
RECORDED IN
CLERKS FILE NO. 01-058261
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
C.G.H. & H. ALSEBERRY 1/2 LEAGUE GRANT
ABSTRACT 4
CITY OF FREETPORT
BRAZORIA COUNTY, TEXAS
APRIL 2016

15863

**RESTRICTIONS, COVENANTS AND CONDITIONS
AS TO ERNIE'S ACRES SUBDIVISION, SECTION FIVE (5)**

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §**

WHEREAS, FENOGLIO ENTERPRISES, INC., ("Developer"), a Texas corporation, is the owner of the following described property situated in Brazoria County, Texas, to-wit:

ERNIE'S ACRES SUBDIVISION, SECTION FIVE (5), an unrecorded subdivision in Brazoria County, Texas, consisting of all that certain tract or parcel containing 2.507 acres of land in the C.G.H.O.&H.A. Alsbury 1-1/2 League, Abstract 4, Brazoria County, Texas, and being a portion of that certain 7.33 acre tract conveyed from Jeannie Poole Kane to Ernie's Acres Company by an instrument of record in Volume 1410, Page 688, Deed Records of Brazoria County, Texas (B.C.D.R.) and a portion of that certain 8.981 acre tract conveyed from Robert M. Davant to W. E. Fenoglio, et ux, by an instrument of record in Volume 142, Page 252, Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto,

all of said property hereinabove described sometimes being referred to as "said Lots", the "Property" or the "Subdivision"; and,

WHEREAS, Developer has partitioned the subdivision into two portions known as Block One (1) and Block Two (2), with each block being further partitioned into seven separate lots each, with such lots and blocks being described by metes and bounds on the exhibits attached as follows:

Exhibit "B"	Lot One (1)	Block One (1)
Exhibit "C"	Lot Two (2)	Block One (1)
Exhibit "D"	Lot Three (3)	Block One (1)
Exhibit "E"	Lot Four (4)	Block One (1)
Exhibit "F"	Lot Five (5)	Block One (1)
Exhibit "G"	Lot Six (6)	Block One (1)
Exhibit "H"	Lot Seven (7)	Block One (1)
Exhibit "I"	Lot One (1)	Block Two (2)
Exhibit "J"	Lot Two (2)	Block Two (2)
Exhibit "K"	Lot Three (3)	Block Two (2)
Exhibit "L"	Lot Four (4)	Block Two (2)
Exhibit "M"	Lot Five (5)	Block Two (2)
Exhibit "N"	Lot Six (6)	Block Two (2)
Exhibit "O"	Lot Seven (7)	Block Two (2)

Within the confines of the property described on Exhibit "A", there exists between Blocks One and Two a private road for access easement and utility easement which is hereinafter referred to as the "private street";

WHEREAS, it is the desire of Developer to establish a uniform plan for the development, improvement and sale of the Property, and to ensure the preservation of such uniform plan for the benefit of Developer as well as future owners of the Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Developer, with offices and principal place of business in Brazoria County, Texas, acting herein by and through its duly authorized officers, does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon the Property, which shall constitute covenants running with the title to the land and shall inure to the benefit of Developer, its successors and assigns, and to each and every purchaser of one or

more lots in the Subdivision, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions by any available legal process.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. **LAND USE AND BUILDING TYPE.** The property shall be used for residential purposes only, and only one detached single-family dwelling shall be erected on any one lot. No commercial activity shall be conducted on or from any of said Lots, except that a lot owner may from time to time rent his home to another for residential purposes. No used houses or mobile homes will be placed upon any lot in the Subdivision. All houses must be newly constructed or built on the lot of new materials. No fence shall be constructed over six (6) feet in height. No fence shall be constructed other than of brick, cedar, pickets or chain link. No unattached outbuildings or storage buildings or gazebos shall be allowed in the Subdivision. All land use and building types shall comply with all applicable restrictions of the federal, state, county or local government. Developer shall have no responsibility to any lot owner with respect to the nature and extent of any restrictions imposed by any governmental agency. All land use and building types shall comply with any valid order of the United States Corps of Engineers, the Texas Water Rights Commission, any Flood Control District or other entity regulating or controlling construction or building in close proximity to navigable waters such as the San Bernard River.

SETBACK LINES. No structure or building shall be constructed closer to the street or to the San Bernard River than required by the following setback lines.

(a) No structure shall be built on Lots One (1) through Seven (7) of Block Two (2) closer to the private street than thirty (30) feet.

(b) No structure shall be built on Lots One (1) through Seven (7) of Block Two (2) closer to the Southwesterly most property line of each Lot in Block Two (2) than twenty (20) feet.

(c) With respect to Lots One (1) through Seven (7) of Block Two (2) no building shall be constructed closer to a side property line, being the Northwesterly most property line or the Southeasterly most property line than seven (7) feet on each side of such property line.

(d) No structure shall be built on Lots One (1) through Seven (7) of Block One (1) closer to the Southwesterly most property line of each lot in Block One (1) than ten (10) feet.

(e) With respect to Lots One (1) through Seven (7) of Block One (1), no building shall be constructed closer to a side property line, being the Northwesterly most property line or the Southeasterly most property line, than seven (7) feet on each side of such property line.

(f) With respect to the setback line from the Northwesterly most boundary line of the property, that being the property line nearest the San Bernard River, no structure may be built closer to the San Bernard River than that point which is the furthest from the water's edge of the following: (i) no closer than 100 feet from the water's edge; (ii) no closer to the water's edge than the following distances from the Southwest property line of each lot for the lots as indicated:

a. as to Lot One, Block One, 56.95 feet from the Southwesterly most property line;

b. as to Lot Two, Block One, 52.77 feet from the

Southwesterly most property line;
 c. as to Lot Three, Block One, 52.77 feet from the Southwesterly most property line;
 d. as to Lot Four, Block One, 57.08 feet from the Southwesterly most property line;
 e. as to Lot Five, Block One, 62.74 feet from the Southwesterly most property line;
 f. as to Lot Six, Block One, 68.91 feet from the Southwesterly most property line;
 g. as to Lot Seven, Block One, 80.52 feet from the Southwesterly most property line.

(g) Notwithstanding the provisions of paragraph (f), each structure in Lots One through Seven, Block One, may protrude over the setback line in the direction of the San Bernard River an additional ten (10) feet for such portions as the structure as are no less than 7-1/2 feet above ground level with only appropriate support pilings being affixed to the ground on that portion of the property closer to the San Bernard River than the setback lines set forth in paragraph (f) above.

2. RESUBDIVISION. No lot may be resubdivided except between or among the owners of abutting lots and thereafter each owner's resulting oversize tract shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on portions of two lots, in which case both such lots shall be considered as one lot for building purposes, irrespective of the foregoing provisions of this paragraph.

3. ARCHITECTURAL CONTROL AND CONSTRUCTION TIME. No building, fence, wall, pier, dock, swimming pool, playground equipment, outdoor cooking or eating facility of permanent nature or other structure of any kind shall be commenced, erected, or maintained upon any lot in the Subdivision, nor shall any exterior addition or change or alteration of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by Developer. After the plans for construction have been approved pursuant hereto and the pilings have been set, the lot owner or builder shall have a maximum of three (3) months to complete the exterior construction. Exterior construction shall be deemed complete when the structure or structures have been painted or stained and when all construction materials and debris have been cleaned up and removed from the site.

It shall be the responsibility of the lot owner during construction to remove in a timely manner all trash, lumber, and debris of any other description associated with such construction so as to preserve a neat and orderly appearance to his lot, and, upon completion of construction, to completely remove all remaining construction debris from his lot. If, in the opinion of Developer, a lot owner fails to remove such construction debris in a timely manner, then Developer shall have the option to cause such debris removed from the lot, and the cost of such work shall be charged to the lot owner and shall be payable upon demand to Developer. Any amounts owing to Developer hereunder shall be secured by the Vendor's Lien hereinafter mentioned in Paragraph 18.

Developer shall have the power and authority, to be exercised in its sole discretion, to authorize variances and exemptions from the terms and provisions of any of the restrictive covenants and requirements set forth in this paragraph as to any one or more lots. The rights, powers and duties reserved to Developer by this instrument and by this Paragraph 3 shall remain in force and effect so long as the covenants and restrictions set forth herein shall be and remain in force and effect. The terms and provisions of this Paragraph 3 may be enforced in the same manner as the other terms and provisions hereof are enforced pursuant to Paragraph 6 hereof.

4. TERM AND ENFORCEMENT. These Covenants, Restrictions and Conditions set forth in this declaration shall be deemed to run with all or any portion of the Property, and shall be a burden and benefit to Developer, its successors and assigns, and any persons acquiring or owning any interests in the Property, or assigns, and shall run with the land and shall be binding upon all parties and persons claiming under Developer until March 31, 2016, at which time these covenants shall be extended automatically for successive periods of five (5) years each unless an instrument signed by the majority of the then owners of lots within the Property has been duly executed and acknowledged, changing said Covenants, Restrictions and Conditions, in whole or in part, and filed of record in Brazoria County, Texas. Enforcement of these Restrictions, Covenants and Conditions, including specifically but not limited to, the terms and provisions of Paragraph 3 hereof, may be had by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory. It shall not be a prerequisite to the granting of any such injunction that there be an inadequate remedy at law, or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. Such enforcement may be by the owner of any lot within the Property or by Developer. Failure by any person or persons to enforce any Covenant, Restriction or Condition herein contained, or acquiescence in any violation hereof, shall not be deemed the waiver of the right to enforce against the violator or others the provisions so violated or any other provision.

5. DWELLING SIZE. Block One - Within the confines of Block One, only one detached single-family type dwelling may be erected on any lot in the Property and such dwelling shall contain not less than 800 square feet of living area in accordance with all applicable building codes and governmental regulations and shall be of elevated construction, and the living area shall not be closer to the ground than 7-1/2 feet and not further from the ground than nine (9) feet.

With respect to Block Two, within the confines of Block Two, only one single-family type dwelling may be erected on any lot in the Property and such dwelling shall contain not less than 640 square feet of living area in accordance with all applicable building codes and governmental regulations and shall be of elevated construction, and the living area shall not be closer to the ground than 7-1/2 feet and not further from the ground than nine (9) feet.

Plans must also be submitted to and approved by the Brazoria County Engineer. A permit must be obtained from the Brazoria County Engineer before construction.

6. TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE.

a. Every structure or addition thereto shall be affixed to the ground in a permanent manner. No mobile homes may be located on the Property.

b. All houses must be kept in good repair, and painted when necessary to preserve the attractiveness thereof.

c. No round pilings shall be permitted and no house may be erected on any lot unless the plans and specifications therefor provide for the house to have a minimum of 18 inches overhang past the pilings, and such pilings are enclosed with other building materials. No creosote pilings shall be included in the Subdivision in a manner that the

same shall be visible.

d. No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross-braced against the floor joists to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers.

e. All houses and other structures must be kept in good repair and painted when necessary to preserve the attractiveness thereof. No exposed, untreated or unstained wood, except decking, will be permitted.

f. Toilet facilities of all houses shall be connected to 750 gallon septic tank provided by lot owner, and lot owner may connect to central field system along utility easements herein granted, which central field system is provided by Developer. Minimum approval of solid four-inch plastic pipe must be installed before connected to above system. Grease trap must also be provided by lot owner.

g. Notwithstanding anything herein contained to the contrary, building modules may be installed in the Subdivision provided, however, that no such building module may be installed with horizontal or vertical type aluminum or any type of metal siding, and provided further that each such building module to be installed in said Subdivision must first be approved by Developer.

h. All electrical wiring installed in any house or on any tract shall be installed according to accepted electrical wiring standards and shall be free of hazards to life and property and acceptable to County requirements.

7. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities, roads and streets heretofore granted are reserved as follows: Developer reserves easements for placement and maintenance of utilities in and along the following locations:

a. for the Southwesterly most five (5) feet along each of the lots in the Subdivision;

b. for the Northeasterly most five (5) feet of Lots One through Seven, Block Two;

c. a utility easement totaling five (5) feet in width and being two and one-half (2-1/2) feet along each side of a center line centered on the common lot line between Lots One and Two, Block Two, along the common line between Lots Three and Four, Block Two, and along the common line between Lots Five and Six, Block Two, and being the Southeasterly most two and one-half (2-1/2) feet along the Southeasterly most line of Lot Seven, Block Two;

d. a utility easement totaling five (5) feet in width and being two and one-half (2-1/2) feet along the Southwesterly most 50 feet of the common line between Lots One and Two, Block One, and the Southwesterly most 50 feet of the common boundary line between Lots Three and Four, Block One, and the Southwesterly most 50 feet of the common boundary line of Lots Five and Six, Block One, and two and one-half (2-1/2) feet along the Southwesterly most line of Lot Seven, Block One.

No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by themselves, their successors, assigns, agents, employees, or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements. Developer reserves the right

to grant (without the consent of any lot owner) such additional easements as may, in the opinion of Developer, be necessary to properly serve the Subdivision's requirements.

8. ANNOYANCES OR NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to a person of reasonable sensibilities.

9. ANIMALS. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any lot in the Subdivision. Not more than two (2) dogs and/or cats may be kept on a lot, provided they are kept only for the use and pleasure of the owner and are not kept, bred or maintained for commercial purposes and not allowed to run loose.

10. DRAINAGE STRUCTURES. No structure may be constructed in the Subdivision which would unreasonably interfere with the normal drainage patterns in the Subdivision.

11. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to trailers, tents, shacks, mobile homes, boats or motor vehicles of any type, shall ever be maintained or used on any lot at any time as a residence, either temporarily or permanently. All boat trailers, boats and boat riggings must be parked under the main building. Parking of automotive vehicles on road shoulders is prohibited.

12. FILLING AND DIGGING OR REMOVAL OF DIRT. The digging of dirt or the removal of any dirt from any lot is prohibited except where necessary in conjunction with landscaping or construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of Developer.

13. SIGNS AND BILLBOARDS. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of Developer or have the right to remove any such signs, advertisements, billboards or structures placed on any lot within the Subdivision without such consent, and in so doing shall not be liable for trespass or any damages in connection therewith arising from such removal.

14. CONDITION OF THE SURFACE LOTS. The cutting of grass and weeds, and the collection of garbage, trash and rubbish shall be the responsibility of each lot owner, and may be handled by a third party or parties on an individual contract basis. The owner or occupant of each lot shall at all times keep the weeds and grass thereon cut in a sanitary, healthful and attractive manner. No owner or occupant of any lot shall in any event use his lot or any part thereof for the storage of materials or equipment except such materials and equipment as may be needed for normal, immediate residential building requirements, nor shall they permit the accumulation of garbage, trash, rubbish, or refuse of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing any of the above requirements, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the individual owner's premises for a longer period of time than one (1) week, with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God, Developer (and the successors and assigns of Developer in a like capacity), without liability to such owner or occupant in trespass or otherwise, may enter upon such lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish or debris so as to place such lot in a neat, attractive, healthful and sanitary condition, in which case Developer shall bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any lot in the Subdivision, to pay such statement within fifteen (15) days of receipt thereof.

15. HUNTING. No hunting nor the discharge of firearms shall be permitted within the Subdivision or adjacent properties.

16. MAINTENANCE CHARGE. Each lot within the Property, except as hereinafter provided, is hereby subject to a minimum annual maintenance charge of \$84.00 per year for the purpose of creating a fund to be known as a "Maintenance Fund". Said maintenance charge may be increased from time to time by Developer in an annual amount not to exceed ten percent (10%) of the maintenance charge for the previous year, up to a maximum charge of \$100.00 a lot per year if, in the sole discretion of Developer, such action is required to satisfy funding requirements for those expenses enumerated in Paragraph 17 below. After said maximum charge of \$100.00 per lot has been reached, thereafter Developer shall have the right, in its sole discretion, to increase the annual maintenance charge by a percentage increase equal to the percentage increase in the Consumer Price Index - All Items, 1985 equals 100 (as defined by the U. S. Department of Labor, Bureau of Labor Statistics) for the year next preceding the year for which the assessment is being made. Should the U. S. Department of Labor, Bureau of Labor Statistics, cease to publish the Consumer Price Index - All Items, 1985 equals 100, Developer shall select such other indices which, in its judgment, reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1985 equals 100. Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year to Developer at its office in Fort Bend County, Texas. The maintenance charge on any lot purchased after July 1st of any year (covering the period of time from the purchase thereof to June 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1st of said ensuing year bears to a whole year. All maintenance charges referred to herein, together with any and all liens securing payment of the same, are hereby transferred, assigned and conveyed to Developer. It is expressly agreed that all unsold lots owned by Developer and its successors and assigns shall be excluded from such maintenance charge. The sole and only obligation of Developer in connection with the purposes for which said maintenance fund has been created is to keep the grass and weeds mowed on all unsold lots. Notwithstanding the foregoing, Developer may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the Subdivision.

17. All sums accruing to such Maintenance Fund shall be applied, so far as sufficient, towards the payment of maintenance expenses incurred in connection with any or all of the following: lighting, sidewalks (if any), paths, public and/or private roads and/or streets (including but not limited to access roads), public canals, parks, playgrounds, River lot owner facilities, esplanades, collecting and disposing of garbage, trash and rubbish from common areas, and doing other things necessary or desirable in the opinion of Developer to keep the Property neat and in good order, or which Developer considers of a general benefit to the owners or occupants of lots in the Subdivision. In this connection, it is understood that the judgment of the Developer in the expenditures of the Maintenance Fund shall be final so long as such judgment is exercised in good faith. It is further understood that the Developer shall have the right to commingle the sums comprising the Maintenance Fund with sums comprising other Maintenance Funds, if any, in other sections of the Ernie's Acres Subdivision, and to expend portions of the Maintenance Fund for the purposes herein specified for the benefit of other sections in the Ernie's Acres Subdivision.

18. To secure the payment of the aforesaid maintenance charge, there is reserved in the deed by which each lot is conveyed the Vendor's Lien for the benefit of Developer, such reservation to be effective by a reference to this instrument contained in each such deed, such Lien to be enforceable by such beneficiary through the appropriate means at law, provided how-

ever, that any lien securing the maintenance charge as to each lot is hereby specifically made secondary, subordinate and inferior to all liens, presently or in the future given, granted and created at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and it is hereby further provided that as a condition precedent to any proceeding to enforce such lien upon any lot against which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice to be sent to the nearest office of such mortgage holder by prepaid United States registered or certified mail, such notice to contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of the owner of any such mortgage, said beneficiary shall acknowledge in writing to such owner its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien. The purchaser of any lot in the Subdivision shall, at the request of Developer, its successors or assigns, execute and deliver (at the time the lot is conveyed to such purchaser) such instruments as Developer, its successors or assigns, may require as additional security for payment of the maintenance charge.

19. The above maintenance charge and assessment will remain in effect for the full term (and extended term or terms, if applicable) of the within covenants.

20. RESPONSIBILITY OF DEVELOPER. It is expressly understood and agreed that Developer assumes no obligation, responsibility or liability in the execution of these reservations, restrictions, covenants and conditions, and further that any or all duties, responsibilities, and/or rights contained, established or reserved herein may be assigned, transferred and conveyed to a civic club or similar organization at any time Developer is reasonably assured that said civic club or similar organization is able to function for the benefit of all owners of lots in the Subdivision.

21. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions, such other provisions to remain in full force and effect.

22. AMENDMENT OF THESE RESTRICTIONS. Any part or all of these Restrictions, Covenants and Conditions may be amended at any time and from time to time by an instrument duly executed, acknowledged and recorded in the office of the County Clerk of Brazoria County, Texas, signed by the owners of a majority of the lots in the Subdivision, provided that only one vote shall be allowed for each lot in the Subdivision, regardless of whether more than one person owns a lot, and provided, further, that when one person or the Developer owns more than one lot, he or it shall be entitled to one vote for each lot owned.

23. HEADINGS. All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants and/or conditions herein contained.

WITNESS the execution hereof this the 3rd day of April, 1986.

ATTEST:

FENOGLIO ENTERPRISES, INC.

Louise C. Fenoglio
Secretary
Louise C. Fenoglio

By: W. F. Fenoglio
W. F. FENOGLIO, President

86275 810

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. F. FENOGLIO, President of FENOGLIO ENTERPRISES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April, 1986.

Jackie L. Stewart

Notary Public, State of Texas

JACKIE L. STEWART
NOTARY PUBLIC
STATE OF TEXAS

Commission Expires 5-18-88



339:Rest/Cov.ERN
File #111-5
3-18-86 jls
Rev. 4-1-86 jls
Rev. 4-3-86 jls

TES AND BOUNDS DESCRIPTIO

2.507 Acres

(ERNIE'S ACRES SECTION 5)

86275 811

All that certain tract or parcel containing 2.507 acres of land in the C.G., H.O., & H.A. Alsbury 1-1/2 League, Abstract 4, Brazoria County, Texas, and being a portion of that certain 7.33 acre tract conveyed from Jeannie Poole Kane to Ernie's Acres Company by an instrument of record in Volume 1410, Page 688, Deed Records of Brazoria County, Texas, (B.C.D.R.) and a portion of that certain 8.981 acre tract conveyed from Robert M. Davant to W.E. Fenoglio, et ux, by an instrument of record in Volume 142, Page 252, Deed Records of Brazoria County, Texas and being more particularly described by Metes and Bounds as follows, to wit:

Commencing for reference at a Texas Highway Department concrete monument (found) on the northerly right-of-way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide. Said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet), with the northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve. Said point being North 43° 50' 57" East, 60.41 feet from the southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the easterly line of said 8.981 acre tract, N 43° 50' 57" E, 666.10 feet to a 1/2 inch iron rod, (set) the PLACE OF BEGINNING of the tract herein described;

Thence, departing said easterly line, N 46° 09' 03" W, at 376.90 feet pass the westerly line of said 8.981 acre tract and the easterly line of the aforesaid 7.33 acre tract and continuing in all a distance of 399.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N 43° 50' 57" E, at 264.00 feet pass a 1/2 inch iron rod (set) for reference and continuing in all a distance of 314.63 feet to a point for corner on the northerly line of the aforesaid 7.33 acre tract at southerly or right descending bank of the San Bernard River;

Thence, with the northerly line of said 7.33 acre tract and the southerly or right descending bank of the said San Bernard River the following courses and distances:

S 36° 39' 10" E, 6.89 feet to a point for corner

S 36° 29' 14" E, 15.52 feet to a point for corner, the northeasterly corner of the aforesaid 7.33 acre tract;

Thence, S 43° 50' 57" W, 45.89 feet, with the easterly line of said 7.33 acre tract, to a 5/8 inch iron rod (found) for corner, the northwesterly corner of the aforesaid 8.981 acre tract;

Thence, with the northerly line of said 8.981 acre tract the following courses and distances:

S 47° 32' 06" E, 321.22 feet to a 1/2 inch iron rod (set) for corner;

S 71° 20' 43" E, 61.64 feet to a 1/2 inch iron rod (set) for corner, the northeasterly corner of the said 8.981 acre tract;

Thence, S 43° 50' 57" W, 299.0 feet with the easterly line of said 8.981 acre tract to the PLACE OF BEGINNING and containing 2.507 acres of land.

EXHIBIT A

86275 812

METES AND BOUNDS DESCRIPTION

0.178 Acre

(LOT 1, BLOCK 1, ERNIE'S ACRES SEC. 5)

All that certain tract or parcel containing 0.178 acre of land in the C.G., H.O. & H.A. Alsbury 1-1/2 League, Abstract 4, Brazoria County, Texas and being a part of that certain 8.981 acre tract conveyed from Robert M. Davant to W.E. Fenoglio, et ux, by an instrument of record in Volume 142, Page 252, Deed Records of Brazoria County, Texas, (B.C.D.R.) and a part of that certain 7.33 acre tract conveyed from Jeanne Poole Kane to Ernie's Acres Company by an instrument of record in Volume 1410, Page 688, (B.C.D.R.) and being more particularly described by Metes and Bounds as follows; to wit:

Commencing for reference at a Texas Highway Department Concrete monument (found) on the northerly rith-of-way line (R.O.W.) of Farm to Market Road No. 2918 (Fm. No. 2918) 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the northerly line of said Fm No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the southeast corner of the aforesaid 8.981 acre tract and from the centerline of said Fm. No. 2918;

Thence, with the easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said easterly line N $46^{\circ} 09' 03''$ W, 342.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING;

Thence, N $46^{\circ} 09' 03''$ W at 34.90 feet pass the common line between said 7.33 acre tract and said 8.981 acre tract and continuing in all a distance of 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, at 116.0 feet pass a 1/2 inch iron rod (set for reference) and continuing in all a distance of 166.63 feet to a point for corner on the northerly line of said 7.33 acre tract;

Thence, S $36^{\circ} 39' 10''$ E, 6.89 feet with the northerly line of said 7.33 acre tract, to a point for corner;

Thence,, S $36^{\circ} 29' 14''$ E, 15.52 feet with said northerly line to a point for corner, the northeasterly corner of said 7.33 acre tract;

Thence, S $43^{\circ} 50' 57''$ W, 45.89 feet with said easterly line, to a 5/8 inch iron rod (found) marking the northwesterly corner of the aforesaid 8.981 acre tract;

Thence, S $47^{\circ} 32' 06''$ E, 34.91 feet with said northerly line to a point for corner;

Thence, departing said northerly line, S $43^{\circ} 50' 57''$ W at 17.84 feet pass a 1/2 inch iron rod (set for reference) and continuing in all a distance of 117.84 feet to the PLACE OF BEGINNING and containing 0.178 acre of land.

EXHIBIT B

86275 813

METES AND BOUNDS DESCRIPTION

0.201 ACRE

(LOT 2, BLOCK 1, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.201 ACRE OF LAND IN THE C. G., H. O. & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N $46^{\circ} 09' 03''$ W, 285.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING;

Thence, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, at 100.00 feet pass a 1/2 inch iron rod (set) for reference and continuing in all a distance of 156.95 feet to a point for corner at the Southerly or right descending waters-edge of the San Bernard River;

Thence, down stream with said waters edge, the following courses and distances:

S $36^{\circ} 29' 14''$ E, 31.90 feet to a point for corner;
S $48^{\circ} 47' 09''$ E, 25.58 feet to a point for corner;

Thence, departing said waters edge, S $43^{\circ} 50' 57''$ W, at 50.77 feet pass a 1/2 inch iron rod set for reference, and continuing in all a distance of 152.77 feet to the PLACE OF BEGINNING and containing 0.201 acre of land of which 0.046 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT C

86275 814

METES AND BOUNDS DESCRIPTION

0.202 ACRE

(LOT 3, BLOCK 1, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.202 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. C. R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM Road No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N 46° 09' 03" W, 228.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING:

Thence, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N 43° 50' 57" E, at 102.00 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 152.77 feet to a point for corner at the Southerly or right descending waters edge of the San Bernard River;

Thence, down stream with said waters edge, the following courses and distances:

S 48° 47' 09" E, 25.43 feet to a point for corner;

S 51° 49' 25" E, 31.75 feet to a point for corner;

Thence, departing said waters edge, S 43° 50' 57" W, at 61.08 feet

pass a 1/2 inch iron rod (set) and continuing in all a distance of 157.08 feet to the PLACE OF BEGINNING and containing 0.202 acre of land of which 0.045 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT D

86275 815

METES AND BOUNDS DESCRIPTION

0.209 ACRE

(LOT 4, BLOCK 1, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.209 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B. C. D. R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918, 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N $46^{\circ} 09' 03''$ W, 171.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING:

Thence, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, at 96.00 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 157.08 feet to a point for corner at the Southerly or right descending waters edge of the San Bernard River;

Thence, down stream with said waters edge, S $51^{\circ} 49' 25''$ E, 57.28 feet to a point for corner;

Thence, departing said waters edge, S $43^{\circ} 50' 57''$ W, at 65.74 feet pass a 1/2 inch iron rod (set) for reference and continuing in all a distance of 162.74 feet to the PLACE OF BEGINNING and containing 0.209 acre of land of which 0.051 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT E

METES AND BOUNDS DESCRIPTION

0.217 ACRE

(LOT 5, BLOCK 1, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.217 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM Road No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N 46° 09' 03" W, 114.00 feet to a 1/2 inch iron rod (set) the PLACE OF BEGINNING:

Thence, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N 43° 50' 57" E, at 97.00 feet pass a 1/2 inch iron rod (set) and continuing in all a distance of 162.74 feet to a point for corner; at the Southerly or right descending waters edge of the San Bernard River;

Thence, down stream with said waters edge, the following courses and distances:

S 51° 49' 25" E, 52.34 feet to a point for corner;
S 57° 39' 44" E, 5.02 feet to a point for corner;

Thence, departing said waters edge, S 43° 50' 57" W, at 68.91 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 168.91 feet to the PLACE OF BEGINNING and containing 0.217 acre of land of which 0.056 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT F

86275 817

METES AND BOUNDS DESCRIPTION

0.229 ACRE

(LOT 6, BLOCK 1, 'ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.229 ACRE OF LAND IN THE C. G. H. O. & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918, (FM Road No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 814.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING;

Thence, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, at 100.00 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 168.91 feet to a point for corner at the Southerly or right descending waters edge of the San Bernard River;

Thence, down stream with said waters edge, S $57^{\circ} 39' 44''$ E, 58.17 feet to a point for corner;

Thence, departing said waters edge, S $43^{\circ} 50' 57''$ W, at 55.52 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 180.52 feet to the PLACE OF BEGINNING and containing 0.229 acre of land of which 0.066 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT G

86275 818

METES AND BOUNDS DESCRIPTION

0.244 ACRE

(LOT 7, BLOCK 1, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.244 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM Road No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 814.10 feet to a 1/2 inch iron rod (set); for the PLACE OF BEGINNING:

Thence, departing said Easterly line, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence N 43° 50' 57" E, at 125.00 feet pass a 1/2 inch iron rod (set for reference) and continuing in all a distance of 180.52 feet to a point for corner at the Southerly or right descending waters edge of the San Bernard River;

Thence, downstream with said waters edge, S 57° 39' 44" E, 58.17 feet to a point for corner on the Easterly line of the aforesaid 8.981 acre tract, if extended Northeasterly;

Thence, departing said waters edge and with the Easterly line of said 8.981 acre tract, S 43° 50' 57" W, at 41.13 feet pass a 1/2 inch iron rod set for reference and continuing in all a distance of 192.13 feet to the PLACE OF BEGINNING and containing 0.244 acre of land of which 0.064 acre lies between the high bank and the waters edge of the San Bernard River.

EXHIBIT H

86275 819

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 1, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G., H. O., AND H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B. C. D. R.) AND ALSO BEING A PART OF THAT CERTAIN 7.33 ACRE TRACT CONVEYED FROM JEANNE POOLE KANE TO ERNIE'S ACRES COMPANY BY AN INSTRUMENT OF RECORD IN VOLUME 1410, PAGE 688, (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road Number 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM no. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM No. 2918;

Thence with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 666.10 feet to a 1/2 inch iron rod (set);

Thence departing said Easterly line, N 46° 09' 03" W, 342.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING.:

Thence N 46° 09' 03" W at 34.90 feet pass the common line between said 8.981 acre tract and said 7.33 acre tract and continuing in all 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence N 43° 50' 57" E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence S 46° 09' 03" E at 22.10 feet pass the common line of said 7.33 acre tract and said 8.981 acre tract and containing in all 57.00 feet to a 1/2 inch iron rod set for corner;

Thence S 43° 50' 57" W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT I

86275 820

METES AND BOUNDS DEXRIPTION

0.157 ACRE

(LOT 2, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G. HO. AND H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B.C.D.R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$ R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 666.10 feet to a 1/2 inch iron rod (set);

Thence departing said Easterly line, N $46^{\circ} 09' 03''$ W, 285.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING:

Thence N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence N $43^{\circ} 50' 57''$ E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence S $46^{\circ} 09' 03''$ E 57.00 feet to a 1/2 inch iron rod set for corner;

Thence S $43^{\circ} 50' 57''$ W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT J

86275 821

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 3, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road Number 2918 (FM N. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM Road No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM Road No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 666.10 feet to a 1/2 inch iron rod (set);

Thence departing said Easterly line, N $46^{\circ} 09' 03''$ W, 228.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING;

Thence, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence S $46^{\circ} 09' 03''$ E, 57.00 feet to a 1/2 inch iron rod set for corner;

Thence, S $43^{\circ} 50' 57''$ W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land

EXHIBIT K

86275 822

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 4, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTIAN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G., H. O., & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252; DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road Number 2918 (FM Road No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said Fm No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 666.10 feet to a 1/2 inch iron rod (set);

Thence departing said Easterly line, N 46° 09' 03" W, 171.00 feet to a 1/2 inch iron rod (set) the PLACE OF BEGINNING;

Thence, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N 43° 50' 57" E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, S 46° 09' 03" E, 57.00 feet to a 1/2 inch iron rod set for corner;

Thence S 43° 50' 57" W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT L

86275 823

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 5, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G. H. O., AND H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence, 77.16 feet along the arc of a curve to the left (Delta = $2^{\circ} 57' 43''$, R = 1492.70 feet, Chord = N $51^{\circ} 14' 13''$ W, 77.15 feet) with the Northerly line of said FM No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N $43^{\circ} 50' 57''$ E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N $43^{\circ} 50' 57''$ E, 666.10 feet to a 1/2 inch iron rod (set);

Thence, departing said Easterly line, N $46^{\circ} 09' 03''$ W, 114.00 feet to a 1/2 inch iron rod (set); the PLACE OF BEGINNING:

Thence, N $46^{\circ} 09' 03''$ W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N $43^{\circ} 50' 57''$ E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence S $46^{\circ} 09' 03''$ E, 57.00 feet to a 1/2 inch iron rod set for corner;

Thence, S $43^{\circ} 50' 57''$ W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT M

86275 824

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 6, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G., H. O. AND H. A. ALSBURY 1 1/ LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PORTION OF CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX: BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS, (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said Fm No. 2918;

Thence, with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 666.10 feet to a 1/2 inch iron rod, (set);

Thence, departing said Easterly line, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set), the PLACE OF BEGINNING:

Thence, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, N 43° 50' 57" E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence, S 46° 09' 03" E, 57.00 feet to a 1/2 inch iron rod set for corner;

Thence, S 43° 50' 57" W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT N

86275 825

METES AND BOUNDS DESCRIPTION

0.157 ACRE

(LOT 7, BLOCK 2, ERNIE'S ACRES SEC. 5)

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.157 ACRE OF LAND IN THE C. G., H. O. & H. A. ALSBURY 1 1/2 LEAGUE, ABSTRACT 4, BRAZORIA COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 8.981 ACRE TRACT CONVEYED FROM ROBERT M. DAVANT TO W. E. FENOGLIO, ET UX, BY AN INSTRUMENT OF RECORD IN VOLUME 142, PAGE 252, DEED RECORDS, BRAZORIA COUNTY, TEXAS (B. C. D. R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: TO WIT:

Commencing for reference at a Texas Highway Department concrete monument (found) on the Northerly Right-of-Way line (R.O.W.) of Farm to Market Road No. 2918 (FM No. 2918), 120.00 feet wide, said monument being the beginning of a curve;

Thence 77.16 feet along the arc of a curve to the left (Delta = 2° 57' 43", R = 1492.70 feet, Chord = N 51° 14' 13" W, 77.15 feet) with the Northerly line of said FM No. 2918 to a 1/2 inch iron rod (set) on the arc of said curve, said point being N 43° 50' 57" E, 60.41 feet from the Southeast corner of the aforesaid 8.981 acre tract and from the centerline of said FM No. 2918;

Thence with the Easterly line of said 8.981 acre tract, N 43° 50' 57" E, 666.10 feet to a 1/2 inch iron rod (set), the POINT OF BEGINNING;

Thence departing said Easterly line, N 46° 09' 03" W, 57.00 feet to a 1/2 inch iron rod (set) for corner;

Thence N 43° 50' 57" E, 120.00 feet to a 1/2 inch iron rod (set) for corner;

Thence S 46° 09' 03" E, 57.00 feet to a 1/2 inch iron rod set for corner on the Easterly line of the aforesaid 8.981 acre tract;

Thence S 43° 50' 57" W, 120.00 feet to the PLACE OF BEGINNING and containing 0.157 acre of land.

EXHIBIT O

FILED FOR RECORD

MAY 8 8 54 AM '86

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

ORDER NO. VII.A.15.b. **RE:** Moving a line/reconfiguration Request for Division for David Morris (Precinct 1)

1. The Court finds that:

a.) David Morris, has requested approval for an exception from subdivision platting regulations under the exception for the division to change a line between two existing tracts and/or reconfiguring existing tracts, by letter attached; and

b.) The property to be reconfigured is a called 8.98 acre tract recorded under County Clerk's File No. 2001-058261 of the Official Records of Brazoria County called Tract 11E and 11E1 in the C.G.H. & H. Alsberry Survey, Abstract 4, Brazoria County, Texas; and

c.) The called 8.98 acre tract is to be reconfigured from ten existing parcels of an unrecorded subdivision to four parcels. Parcel 1 will be 1.047 acres to be sold; Parcel 2 will be 1.042 acres to be sold; Parcel 3 will be 0.500 acres to be sold to Roy Buchanan and tied by Joinder Agreement to his tract or sold to an adjoining property owner only; Parcel 4 will be the remaining 5.537 acres retained by David Morris; and

d.) The small subdivision approval requested by David Morris is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section E, Pages 18; and

e.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2. It is therefore ordered that an exception from subdivision platting regulations for filing a plat under the exception for the division to change a line between two existing tracts and/or reconfiguring existing tracts of said David Morris tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners' Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3. It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant, and then delivered to the County Engineer.

Motion to Approve by Commissioner Sebesta, seconded by Commissioner Payne that the above action be taken by the Court.

Passed: 5-0

Aye: Judge King, Commissioner Payne, Commissioner Sebesta, Commissioner Rhodenbaugh, Commissioner Adams
Nay: (None)

✓
Pg 2

**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, **Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas**, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. VII.A.15.b. RE: Moving a line/reconfiguration Request for Division for David Morris (Precinct 1)

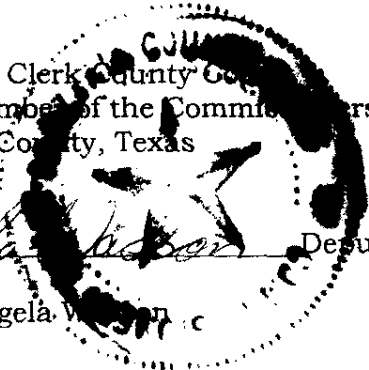
as passed by the Commissioners' Court on the 14th day of September, A.D., 2010, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th DAY OF SEPTEMBER A. D., 2010.

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners' Court of Brazoria County, Texas

By: Angela V. Gibson Deputy

Angela V. Gibson, Clerk



*David Morris
5040 CR 469
Brazoria, TX 77422*

RECEIVED
SEP 17 2010
ENGINEERING DEPT.

Doc# 2010041107
Pages 2
09/27/2010 1:58PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$28.00

Joyce Hudman

AFFIDAVIT OF REPLAT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority on this day personally appeared the person listed, DAVID MORRIS, who is known to me to be credible persons of lawful age, who first being by me duly sworn and upon their oath depose and state the following:

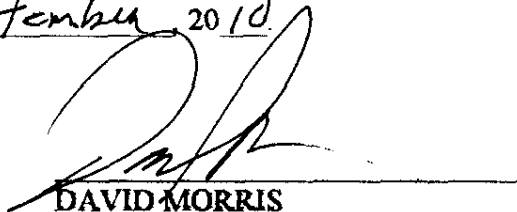
DAVID MORRIS is the owner of a called 8.98 acre tract recorded under County Clerks' File No. 2001-058261, Official Records of Brazoria County, including, but not necessarily limited to, called Tracts 11E, 11E1, 11E1B, 11E1C, 11E1F in the C.G.H. & H. Alsberry Survey, Abstract 4, Brazoria County, Texas. The called 8.98 acre tract is to be reconfigured from numerous small parcels of an unrecorded subdivision to four parcels. Parcel 1 will be 1.047 acres to be sold; Parcel 2 will be 1.042 acres to be sold; Parcel 3 will be 0.500 acres to be sold to Roy Buchanan and tied by Joinder Agreement to his tract or sold to an adjoining property owner; Parcel 4 will be the remaining 5.537 acres retained by myself, David Morris.

Pursuant to Brazoria County Commissioners Court Order No.VII.A.15.b., dated September 14, 2010, I, DAVID MORRIS, was granted the right to reconfigure the above referenced tracts of land and more particularly described in the plat attached hereto as Exhibit "A."

I, DAVID MORRIS, covenant that no further division of property will occur unless the Brazoria County Subdivision Regulations are complied with.

These 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 covenants, conditions, and restrictions shall be for the benefit of the property, each lot, and each lot owner.

Signed this 27 day of September, 2010.

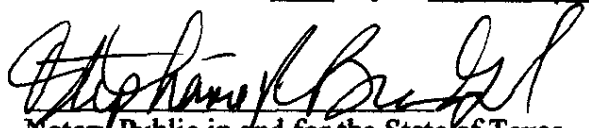


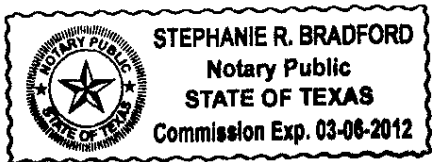
 DAVID MORRIS

✓
 David Morris

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

SUBSCRIBED AND SWORN TO BEFORE ME on the 27 day of SEPTEMBER,
2010 by DAVID MORRIS.


Notary Public in and for the State of Texas



ENGINEER'S APPROVAL

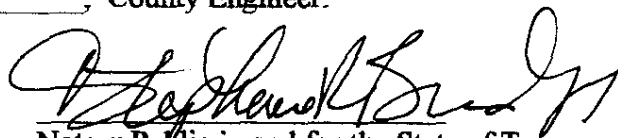
The foregoing reconfiguration of real property is approved by the Brazoria County
Engineering Department.

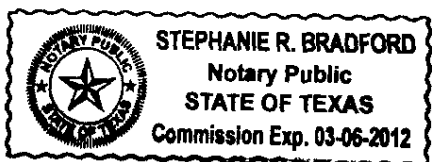
Signed this 27 day of September, 2010.


COUNTY ENGINEER

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

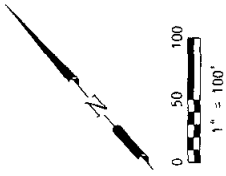
SUBSCRIBED AND SWORN TO BEFORE ME on the 27 day of September,
2010 by Gerald Roberts, County Engineer.


Notary Public in and for the State of Texas

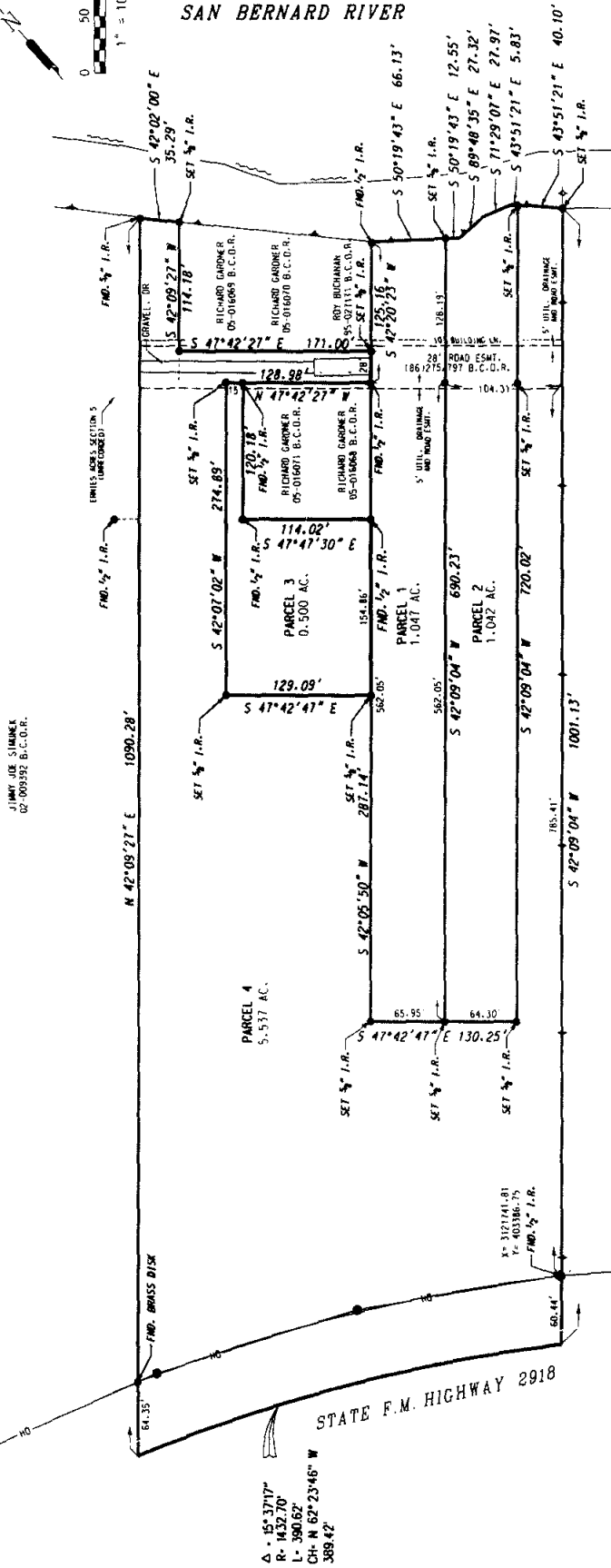


BRAZORIA COUNTY TEXAS

**C.G.H. & H. ALSBERRY SURVEY
ABSTRACT 4**



SAN BERNARD RIVER



PARTITION
OF
7.642 ACRES

OUT OF
A CALLED 8.98 ACRE TRACT
RECORDED IN
COUNTY CLERK'S FILE 01-008261
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
C.G.H. & H. ALSBERRY SURVEY
ABSTRACT 4
FOR
DAVID MORRIS



Doyle & Wachstetter, Inc.
Surveying and Mapping GFS/GIS
OFFICE 479-263-8622 COMMERCE STREET, SUITE 777, COMMERCE, TEXAS 75825
PHONE 479-263-8622 FAX 479-263-9940
COURTESY: 479-263-8622
COURTESY: 479-263-8622
COURTESY: 479-263-8622

LEGEND

- IRON PIPE/ROD
- POWER POLE
- OVERHEAD WIRE
- TOP BANK
- EASEMENT LINE
- BUILDING SET-BACK LINE
- PROPERTY LINE
- EDGE OF WATER
- HOE WIRE FENCE

I, CHARLES D. WACHSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR
HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE REPRESENTATION OF A
SURVEY MADE FOR THE PURPOSES OF THIS PROGRAM AND THAT THERE ARE
NO EXCESSES NOR INTERUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: SEPTEMBER 3, 2010



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 27.
2. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY NOT SHOWN HEREON.
3. THIS PLAT IS PART OF A SURVEY REPORT INCLUDING A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICES OF DOYLE & WACHSTETTER, INC.

EXHIBIT A

Charles D. Wachstetter
CHARLES D. WACHSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4541

JONATHAN McEVY
98-00434 B.C.D.R.

JIMMY JOE SIMPSON
02-00932 B.C.D.R.

Δ - 15° 37' 17"
R - 1432.70'
L - 390.62'
CH - N 62° 23' 46" W
389.42'

PARCEL 1

1.047 ACRES

C. G. H. AND H. ALSBERRY 1 ½ LEAGUE GRANT, ABSTRACT 4

BRAZORIA COUNTY, TEXAS

PAGE 1 OF 1

ALL THAT CERTAIN 1.047 ACRE TRACT out of a called 8.98 acre tract conveyed to David Hall Morris in County Clerk's File 01-058261 of the Brazoria County Official Records, out of a called 235.9 acre tract recorded in Volume 922, Page 293 of the Brazoria County Deed Records and situated in the C. G. H. and H. Alsberry 1 ½ League Grant, Abstract 4, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found ½" iron rod marking the intersection of the northeast right-of-way line of State F.M. Highway 2918 with the southeast line of the aforementioned 8.98 acre tract at position X=3121741.81 and Y=403386.75;

THENCE North 42°09'04" East, coincident with the southeast line of the aforementioned 8.98 acre tract, a distance of 785.41 feet to a point for corner in the southwest line of a called 28 feet wide road easement recorded in Volume (86) 275, Page 797 of the Brazoria County Official Records;

THENCE North 47°42'27" West, coincident with the southwest line of the said 28 feet wide road easement, a distance of 104.31 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 42°09'04" West, a distance of 562.05 feet to a set 5/8" iron rod for corner;

THENCE North 47°42'47" West, a distance of 65.95 feet to a set 5/8" iron rod for corner;

THENCE North 42°05'50" East, a distance of 562.05 feet to a found 1/2" iron rod in the South line of the said 28 feet wide road easement;

THENCE North 42°20'23" East, a distance of 125.16 feet to a found 1/2" iron rod for corner in the top bank of the San Bernard River;

THENCE South 50°19'43" East, along the top bank of the San Bernard River, a distance of 66.13 feet to a set 5/8" iron rod for corner;

THENCE South 42°09'04" West, a distance of 128.19 feet to the **POINT OF BEGINNING**, containing 1.047 acres of land, more or less.

**PARCEL 2
1.042 ACRES
C. G. H. AND H. ALSBERRY 1 ½ LEAGUE GRANT, ABSTRACT 4
BRAZORIA COUNTY, TEXAS**

ALL THAT CERTAIN 1.042 ACRE TRACT out of a called 8.98 acre tract conveyed to David Hall Morris in County Clerk's File 01-058261 of the Brazoria County Official Records, out of a called 235.9 acre tract recorded in Volume 922, Page 293 of the Brazoria County Deed Records and situated in the C. G. H. and H. Alsberry 1 ½ League Grant, Abstract 4, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found ½" iron rod marking the intersection of the northeast right-of-way line of State F.M. Highway 2918 with the southeast line of the aforementioned 8.98 acre tract at position X=3121741.81 and Y=403386.75;

THENCE North 42°09'04" East, coincident with the southeast line of the aforementioned 8.98 acre tract, a distance of 940.69 feet to a set 5/8" iron rod in the top bank of the San Bernard River;

THENCE North 43°51'21" West, along the top bank of the San Bernard river, a distance of 40.10 feet to a set 5/8" iron rod for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 42°09'04" West, a distance of 720.02 feet to a set 5/8" iron rod for corner;

THENCE North 47°42'47" West, a distance of 64.30 feet to a set 5/8" iron rod for corner;

THENCE North 42°09'04" East, a distance of 690.23 feet to a set 5/8" iron rod for corner in the top bank of the San Bernard River;

THENCE along the top bank of the San Bernard River with the following meanders:

South 50°19'43" East, a distance of 12.55 feet,

South 89°48'35" East, a distance of 27.32 feet,

South 71°29'07" East, a distance of 27.97 feet, and

South 43°51'21" East, a distance of 5.83 feet to the **POINT OF BEGINNING**, containing 1.042 acres of land, more or less.

**PARCEL 3
0.500 ACRE
C. G. H. AND H. ALSBERRY 1 ½ LEAGUE GRANT, ABSTRACT 4
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.500 ACRE TRACT out of a called 8.98 acre tract conveyed to David Hall Morris in County Clerk's File 01-058261 of the Brazoria County Official Records, out of a called 235.9 acre tract recorded in Volume 922, Page 293 of the Brazoria County Deed Records and situated in the C.G.H. and H. Alsberry 1 ½ League Grant, Abstract 4, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found ½" iron rod marking the intersection of the northeast right-of-way line of State F.M. Highway 2918 with the southeast line of the aforementioned 8.98 acre tract at position X=3121741.81 and Y=403386.75;

THENCE North 42°09'04" East, coincident with the southeast line of the aforementioned 8.98 acre tract, a distance of 785.41 feet to a point for corner in the Southwest line of a called 28 feet wide road easement recorded in Volume (86) 275, Page 797 of the Brazoria County Official Records;

THENCE North 47°42'27" West, coincident with the southwest line of the said 28 feet wide road easement, a distance of 284.79 feet to a found ½" iron rod marking the north corner of a called 0.16 acre tract conveyed to Richard E. Gardner in County Clerk's File 05-016071 of the Brazoria County Official Records and marking the **POINT OF BEGINNING** of the herein described tract;

THENCE South 42°07'02" West, coincident with the northwest line of the said 0.16 acre tract a distance of 120.18 feet to a found ½" iron rod for corner;

THENCE South 47°47'30" East, a distance of 114.02 feet to a found ½" iron rod for corner;

THENCE South 42°05'50" West, a distance of 154.86 feet to a set 5/8" iron rod for corner;

THENCE North 47°42'47" West, a distance of 129.09 feet to a set 5/8" iron rod for corner;

THENCE North 42°07'02" East, a distance of 274.89 feet to a set 5/8" iron rod for corner in the southwest line of the said 28 feet wide road easement;

THENCE South 47°42'27" East, coincident with the southwest line of the said 28 feet wide road easement, a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.500 acre of land, more or less.

PARCEL 4

5.537 ACRES

C. G. H. AND H. ALSBERRY 1 ½ LEAGUE GRANT, ABSTRACT 4

BRAZORIA COUNTY, TEXAS

PAGE 1 OF 2

ALL THAT CERTAIN 5.537 ACRE TRACT out of a called 8.98 acre tract conveyed to David Hall Morris in County Clerk's File 01-058261 of the Brazoria County Official Records, out of a called 235.9 acre tract recorded in Volume 922, Page 293 of the Brazoria County Deed Records and situated in the C.G.H. and H. Alsberry 1 ½ League Grant, Abstract 4, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27, in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a found ½" iron rod marking the intersection of the northeast right-of-way line of State F.M. Highway 2918 with the southeast line of the aforementioned 8.98 acre tract at position X=3121741.81 and Y=403386.75;

THENCE South 42°09'04" West, coincident with the southeast line of the said 8.98 acre tract, a distance of 60.44 feet to a point for corner in the centerline of State F.M. Highway 2918;

THENCE coincident with the centerline of State F.M. Highway 2918 and along a curve to the left having a radius of 1432.70 feet and a central angle of 15°37'17" for an arc length of 390.62 feet, (the chord of said curve having a bearing of North 62°23'46" West, a distance of 389.42 feet) to point for corner marking the West corner of the said 8.98 acre tract;

THENCE North 42°09'27" East, coincident with the northwest line of the said 8.98 acre tract, at 64.35 feet pass a found brass disk and continue to a total distance of 1090.28 feet to a found 5/8" iron rod for corner in the top bank of the San Bernard River;

THENCE South 42°02'00" East, along the top bank of the San Bernard River, a distance of 35.29 feet to a point for corner;

THENCE South 42°09'27" West, coincident with the northwest line of a called 0.16 acre tract conveyed to Richard E. Gardner in County Clerk's File 05-016069 of the Brazoria County Official Records, a distance of 114.18 feet to a set 5/8" iron rod for corner in the Northeast line of a 28 feet wide road easement recorded in Volume (86) 275, Page 797 of the Brazoria County Official Records;

THENCE South 47°42'27" East, coincident with the northeast line of said 28 feet wide road easement, a distance of 171.00 feet to a set 5/8" iron rod for corner;

**PARCEL 4
5.537 ACRES
C. G. H. AND H. ALSBURY 1 ½ LEAGUE GRANT, ABSTRACT 4
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE South 42°20'23" West, a distance of 28.00 feet to a found ½" iron rod for corner marking the East corner of a called 0.16 acre tract conveyed to Richard E. Gardner in County Clerk's File 05-016068 of the Brazoria County Official Records;

THENCE North 47°42'27" West, coincident with the southwest line of the said 28 feet wide road easement, a distance of 128.98 feet to a set 5/8" iron rod for corner;

THENCE South 42°07'02" West, a distance of 274.89 feet to a set 5/8" iron rod for corner;

THENCE South 47°42'47" East, a distance of 129.09 feet to a set 5/8" iron rod for corner;

THENCE South 42°05'50" West, a distance of 287.14 feet to a set 5/8" iron rod for corner;

THENCE South 47°42'47" East, a distance of 130.25 feet to a set 5/8" iron rod for corner;

THENCE North 42°09'04" East, a distance of 720.02 feet to a set 5/8" iron rod for corner in the top bank of the San Bernard River;

THENCE South 43°51'21" East, along the top bank of the San Bernard River, a distance of 40.10 feet to a set 5/8" iron rod for corner;

THENCE South 42°09'04" West, coincident with the southeast line of the aforementioned 8.98 acre tract, a distance of 940.69 feet to the **POINT OF BEGINNING**, containing 5.537 acres of land, more or less.

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Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$48.00

Joyce Hudman