

Craig- HWY 77
Texas, 10.8 AC +/-



 Boundary

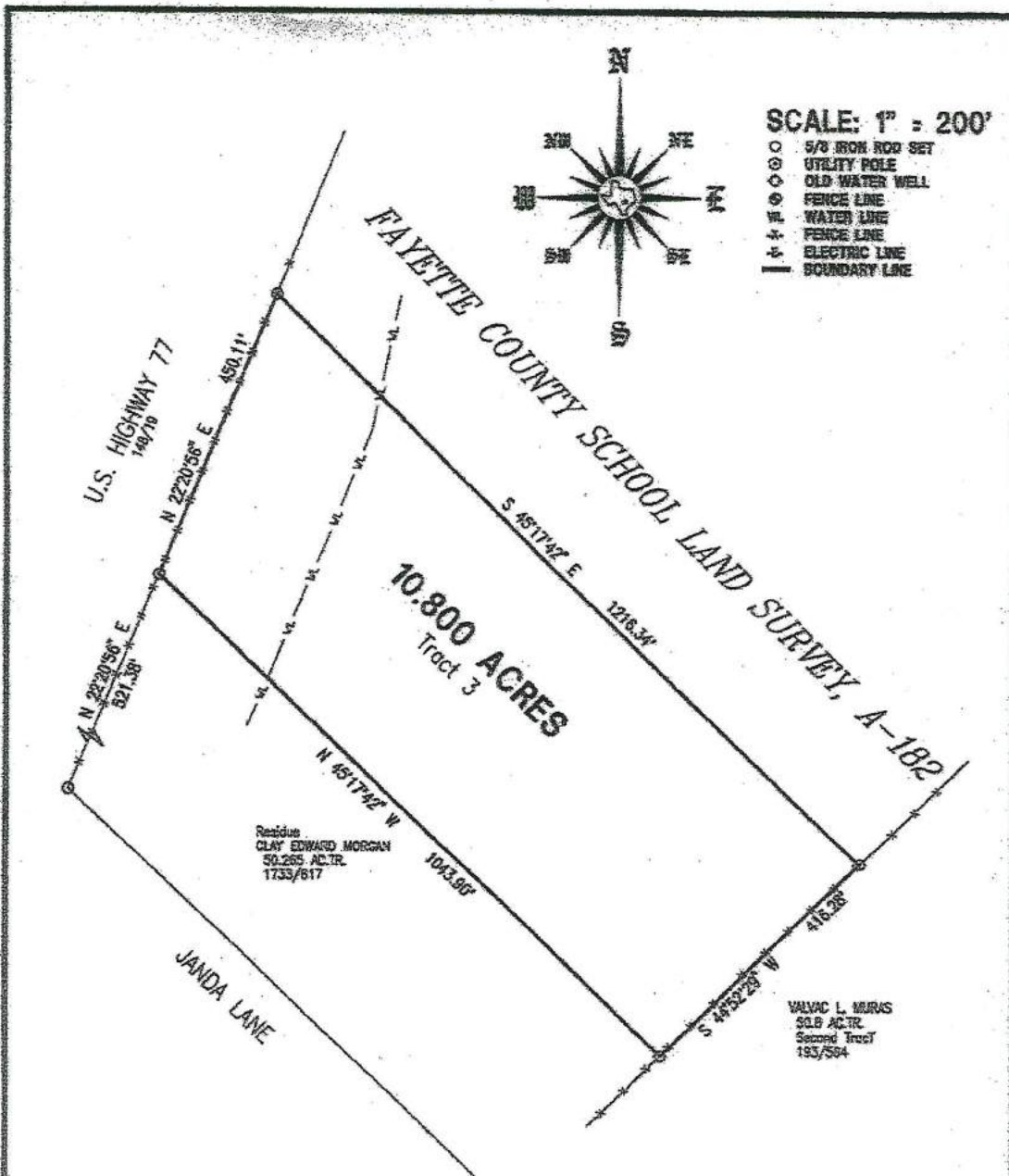
Terrill Newton
P: 979-968-3106

www.landbrokersrealestate.com

2379 W. State Hwy 71 La Grange, TX 78945



The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.



THE FOLLOWING MAY AFFECT THIS TRACT:
540/852

FENCES MAY NOT REFLECT PROPERTY LINES

The undersigned does hereby certify to the Title Agency, Underwriter, Lender, Mortgagee, and/or Purchaser, that this survey was, this day, made on the ground, on the property hereby described herein, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and that said property has freehold or a dedicated road way, except as shown hereon.

CERTIFIED COPY ONLY
IF YELLOW SEAL IS PRESENT

DALE L. OLSON

REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT

of 10.800 ACRE TRACT in the
FAYETTE COUNTY SCHOOL LAND SURVEY,
A-182, FAYETTE COUNTY, TEXAS.

DALE L. OLSON MICHAEL D. OLSON
REG. NO. 659 REG. NO. 5308
DALE L. OLSON SURVEYING COMPANY
DATE: 07/05/16

SCALE	1" = 200'	CLAY MORGAN
DATE	3-20-16	

EXHIBIT "A"

DALE L. OLSON

Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR TRACT NO. 3, A 10.800 ACRE TRACT IN THE FAYETTE COUNTY SCHOOL LAND SURVEY IN FAYETTE COUNTY, TEXAS.

BEING a 10.800 acre tract or parcel of land out of and being a part of the Fayette County School Land Survey, A-182, in Fayette County, Texas, and being a part of that certain 50.265 acre tract described in a deed from Larry McKaskle to Clay Edward Morgan, recorded in Vol. 1733, Page 617, Fayette County Official Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the west corner of the 50.265 acre tract, a 5/8 inch iron rod set near a fence corner at the intersection of the northeast line of Janda Lane with the east line of U.S. Hwy. No. 77.

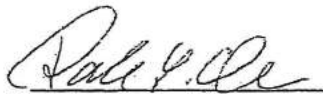
THENCE with the east line of U.S. Hwy. No. 77 and west or northwest line of the 50.265 acre tract, N 22 deg. 20 min. 56 sec. E, 521.38 feet to a 5/8 inch iron set for the POINT OF BEGINNING, the south corner of this tract.

THENCE continuing with the east line of said Hwy. 77 and west or northwest line of the 50.26 acre tract, N 22 deg. 20 min. 56 sec. E, 450.11 feet to a 5/8 inch iron rod set for the north corner of this tract.

THENCE crossing said 50.265 acre tract, S 45 deg. 17 min. 42 sec. E, 1216.34 feet to a 5/8 inch iron rod set in the southeast line of same, the northwest line of that certain 57.8 acre tract described as Second Tract in a deed from Frank Nollkamper, et. ux., to Vaclav L. Muras, et. ux., recorded in Vol. 193, Page 564, Fayette County Deed Records, for the east corner of this tract.

THENCE with the southeast line of the 50.265 acre tract and northwest line of the Muras tract, S 44 deg. 52 min. 29 sec. W, 416.28 feet to a 5/8 inch iron rod set for the south corner of this tract.

THENCE crossing said 50.265 acre tract, N 45 deg. 17 min. 42 sec. W, 1043.90 feet to the POINT OF BEGINNING, containing 10.800 acres of land.



Dale L. Olson
Reg. Pro. Land Surveyor 1753

OR

Michael D. Olson
Reg. Pro. Land Surveyor 5386

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Order# 16-358-4_3

Date Created: 8-1-16

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 3/31/2021 GF No. _____

Name of Affiant(s): Richard R. & Debra P. Craig

Address of Affiant: 111 Piney Grove Lane, LaGrange, TX 78945

Description of Property: 10.8 acres, FCSL LG, A-182
County Fayette, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of _____, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since 1/21/2016 there have been no:
- a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below): North and South boundary fences have been added

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

[Signature]

SWORN AND SUBSCRIBED this 31st day of March, 2021

[Signature]
Notary Public



**DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

HOSTYN HILLS

STATE OF TEXAS

§
§
§

COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS:

Clay Morgan, (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Fayette and the State of Texas and being more particularly described as follows, to-wit:

50.265 acres out of the Fayette County School Land Survey 182, Fayette County, Texas, (an individual tract hereinafter referred to as a "tract" and the property as a whole hereinafter referred to as the "Subdivision"),

Declarant does hereby declare and impose upon the Subdivision the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any tract in the Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

ARTICLE 1

RESTRICTIONS

- 1.01 Residential Use: All tracts are hereby restricted exclusively to single-family residential use. No structures shall be erected, placed or maintained on any tract other than a single-family residence with such accessory structures and buildings such as a storage building, workshop, garage, guest house and servant's quarters. No home-based business of any kind may be operated out of any home in the subdivision without the written consent of Declarant. Not more than one single-family residence may be constructed or placed on a tract. The term "single-family residence" shall include only site-built homes. Mobile homes or modular homes are not allowed.
- 1.02 Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on any tract, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Declarant. Barndominiums will be allowed as long as the front of the home is at least 50% masonry. A residence may not be lived in or occupied until the residence is fully complete. Any site-built residence constructed on any tract within the Subdivision shall have not less than 1,500 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

No garages or storage buildings or ancillary structures may be built before the construction of the primary residence.

1.03 Setback Requirements and Front and Rear Building Lines:

- a. Setback Requirements: Residences, garages, or any other building of any kind constructed on any tract shall have a front building line set back 50 feet from the front property line. If the tract is adjacent to a joint use driveway, then the front setback will be 50 feet from the edge of the 60-foot joint use access easement. The residences, garages, or any other buildings of any kind shall be set back 25 feet from any side property line and 25 feet from any rear property line. In the case of corner tracts, construction of improvements shall also be subject to a side set back line 25 feet from the property line adjacent to the side street. Variations from these setback requirements may be granted in individual cases where tract size or topography make these requirements impractical, but any such variation must have the prior written approval of the Declarant.
- b. Front Building Line: The front building line is that line parallel to the front property line, and the side property line if a corner tract, which intersects the most forward projection of the actual residence constructed on any tract, including roofs, decks, porches and garages.
- c. Rear Building Line: The rear building line is that line parallel to the front property line, and side property line if a corner tract, which intersects the rear-most projection of the actual residence constructed on any tract, including roofs, decks, porches, and garages. All storage sheds, portable buildings, animal pens, animal houses, and any other such structures shall be located behind the rear building line.

1.04 Driveways: All driveways must be either concrete, asphalt pavement, brick/concrete pavers, gravel or crushed limestone. Gravel and limestone driveways must be a minimum of 4 inches thick compacted. The driveway must be completed before occupying the residence and maintained by the tract owner. Permits for driveways and culverts must be obtained from Fayette County or the Texas Department of Transportation. Access to Tract 4 will be from Janda Lane.

1.05 Quality Workmanship, Building Materials and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality, new material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the Subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.

1.06 Rubbish and Debris: No rubbish or debris or any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. All tracts within the subdivision must be regularly mowed and cleaned of debris. Grass higher than 12 inches is not permitted. If, after written notice has been delivered by Declarant to the Tract Owner giving a 30-day notice to mow and the grass has not been cut, then Declarant reserves the right to cut the grass and bill the tract owner a reasonable fee.

1.07 Easements: Easements are hereby reserved and dedicated over and across a 16-foot strip along Highway 77, 15 feet along each side tract line, and 15 feet along the rear tract line, for the

purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any tract owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more tracts are owned by one owner and wish to be consolidated into a single building site, then these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted tract and no easements or setback lines will exist along the common tract line.

- 1.08 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the tracts in the Subdivision into smaller tracts or tracts. All tracts in the Subdivision will remain the size on the Subdivision plan, except that any person owning two or more adjoining tracts may consolidate such tracts into a single building site.
- 1.09 Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on each tract will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Commission on Environmental Quality On-Site Sewage Facility Rules. Sanitary sewage facilities are restricted to aerobic systems or other systems approved by Fayette County and a permit to install an on-site sewage facility must be obtained prior to construction. On-site sewage systems must be inspected and finally approved by Fayette County and must be properly maintained and inspected. No septic system will be located within any designated drainage easement or flood plain unless specifically approved by Fayette County.
- 1.10 Draining Structures, Ditches, and Stock Tanks: Drainage structures under private driveways shall be constructed at tract owner's expense in accordance with Fayette County regulations and recorded plat specifications. Drainage structures must be completed before house construction begins. Natural drainage and detention facilities and existing drainage easements shall not be altered, constructed, or changed without prior written approval from the Declarant and appropriate government agencies. Buyer agrees to accept on the subject property any water flow or flow rates from rainfall or storm water runoff from or to other property that may be developed at a future time. No dwellings or improvements will be constructed in the floodplain or floodway for any reason.
- 1.11 Trash Disposal: No tract shall ever be used for or maintained as a dumping ground for rubbish, fill, road or construction materials, debris or junk. Each homeowner must have a trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupied tracts must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on-site. It is the owner's responsibility to ensure that construction debris is contained and properly disposed. Dumpsters will not be permissible on a tract except during construction of a residence.

2.08 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

2.09 Exemption of Declarant; Utility Easements:

- a. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.
- b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

2.10 Laws and Regulations: All owners of any tracts within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESS WHEREOF Clay Morgan has caused this document to be executed this ____ day of _____, 2018.

Clay Morgan

STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me this _____ day of _____, 2018 by _____.

[Seal]

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Clay Morgan
10829 Jollyville Rd
Austin, Texas 78759

THE STATE OF TEXAS §
§
COUNTY OF FAYETTE §

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS**

————— HOSTYN HILLS —————

Reference is made to the **Declaration of Covenants, Conditions, Easements and Restrictions** (the "Declaration") executed by **Clay Morgan** as "Declarant," recorded on March 8, 2018, Instrument No. 18-01379, Volume 1850, Page 488, Official Records of Fayette County, Texas, wherein Declarant imposed certain covenants, conditions, easements and restrictions, liens and charges hereinafter set forth in order to protect and enhance the value, attractiveness and desirability of the real property more particularly described therein. Terms used herein which are defined in the Declaration shall be given the same meaning herein as is ascribed to them in the Declaration.

Section 2.05 of the Declaration provides that the Declaration may be amended by Declarant at any time, and from time to time, in its sole discretion, and Declarant has determined that it now wishes to amend the Declaration as hereafter provided.


NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration is hereby amended as follows:

1. **Size and Specifications.** Paragraph 1.02 of the Declaration defines the size and specifications of structures. The Declarant wishes to delete the first sentence of this section and thereby removing the requirement of Declarant's approval of any and all improvements prior to commencement of construction.

2. **Rubbish and Debris.** The last two sentences of Paragraph 1.06 are deleted and thereby removing grass height restriction and Declarant's right to have the grass mowed and bill the property owner.

13. **Ratification.** Except as expressly modified hereby, the terms, provisions, covenants, conditions, and restrictions set forth in the Declaration are hereby ratified and confirmed in all respects and for all purposes.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to be effective as of the 7th day of June, 2018.




Clay Morgan, Declarant

THE STATE OF TEXAS §
 §
COUNTY OF FAYETTE §

This instrument was acknowledged before me this 7th day of June, 2018, by Clay Morgan.





Notary Public - State of Texas
My Commission Expires: 06/23/2021

6/7/2018 3:26:05 PM
STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date listed at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas at stamped herein, 2018-06-07

JULE KARSTEDT COUNTY CLERK
Stamp: 3 Page(s) 15



After Recording, Return To:
Clay Morgan
10829 Jollyville Road
Austin, TX 78759