

**BURLEIGH PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
Architectural Control Board Policy**

WHEREAS, the Burleigh Plantation Property Owners Association, Inc. a Texas non-profit Property Owners' Association (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Burleigh Plantation subdivision and authorized to enact this Policy; and

WHEREAS, these Regulations apply to the operation and utilization of property within the Burleigh Plantation Property Owners Association, Inc. additions in Austin County, Texas, according to the maps or plats thereof, recorded in the Map Records of Austin County, Texas, as follows:

Burleigh Plantation Subdivision recorded in Volume 1, Page 111-112, of the plat records of Austin County, TX Clerk's office;

Burleigh Plantation II Subdivision recorded in Volume 1, page 129-130, of the Plat Records of Austin County, TX Clerks office (all sections collectively referred to as the "Subdivision"); and,

WHEREAS, the Board of Directors of the Association desires to enact a Architectural Control Board in compliance with the Texas Property Code;

NOW THEREFORE, in accordance with the foregoing:

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Board of Directors of the Association desires to regulate such items by establishing regulations and guidelines relating to solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels in compliance with Chapter 202 of the Texas Property Code and pursuant to the authority granted to the Board by the provisions of the Declaration:

NOW THEREFORE, in accordance with the foregoing, the Burleigh Plantation Property Owners Association, Inc. hereby adopts the following Regulations on the 12th day of May, 2014, to be effective immediately upon recording with Austin County.

To the extent the regulations contained herein conflict with any previously existing Rules, Regulations or Architectural Guidelines of the Burleigh Plantation Property Owners Association, Inc. the regulations contained herein control.

**REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS**

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the ACB prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio, OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the ACB (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.
- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.
- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.
- 8) An Owner wishing to obtain approval of the installation of a solar panel or device that does not comply with any single criteria above must demonstrate that an alternative location will enable the panel or device to generate more than 10% greater production in the alternative location.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as "Alternative Shingles"), subject to the following regulations:

An Owner must obtain prior written authorization of the Architectural Control Board ("ACB"), to place or install any type of shingle or roofing material on the exterior of any improvement located on a Lot within the Subdivision. Roof Shingles will be approved upon the submission of a proper application to the ACB proposing an installation of roof shingles that is within the parameters set forth in Chapter 202.011 of the Texas Property Code and any other permissible criteria required by the ACB.

Roof shingles that satisfy all of the criteria of each subparagraph one through four below will be approved for installation.

- 1) Shingles are either designed primarily to
 - a) be wind and hail resistant;
 - b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c) provide solar generation capabilities.
- 2) the shingles resemble the shingles used on property in the subdivision.
- 3) the shingles are more durable than and are of equal or greater quality to the shingles used on property in the subdivision.
- 4) the shingles match the aesthetics of the property surrounding the owner's property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces ("Permitted Flags"), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACB prior to installation of any flag pole. The flag pole shall comply with all other provisions of the Association flag pole policy, including the requirement that the owner obtain written permission of the Association architectural board before installing any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure (provided the structure is owned by the property owner and not maintained by the Association) OR from a free-standing pole. Except for flags that are mounted in accordance with 4 U.S.C. Sections 5-10, Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure owned by the property owner shall be limited to one per lot, shall be no more than 8 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACB. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be

the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.

- 8) Only one Permitted Flag may be displayed on a flag pole attached to a structure; up to two Permitted Flags may be displayed on an approved free-standing flag pole that is at least 14 feet tall.
- 9) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 10) Free-standing flag poles may be installed, not more than 20ft in height (including any ornamental cap) and 9 inches in diameter, in the front yard of the property, if the location of the flag pole does not violate any applicable zoning ordinances, easements and setbacks of record. Flag poles are limited to one per lot. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 11) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 12) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the ACB prior to installation, and
 - b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
 - d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the

IV. Religious items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as permitted by 202.018 of the Texas Property Code (on the entry door to the home), subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems ("Barrels/System") shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACB prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.
- 3) The Barrels/System cannot be located between the front of the owner's home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner's property to install the Barrels/System, no Barrels/ System shall be located on or extend onto any property other than the owner's lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.

- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ACB.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, ACB approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out. Developer (prior to the formation of the Property Owners' Association, hereinafter described) and the Property Owners' Association (after its formation) reserve and retain the rights to: (i) negotiate and enter into agreements with companies furnishing utility services, granting to such companies the right to use and occupy such easements for the purpose of furnishing utilities for the benefit of the property owners in the Subdivision, (ii) convey and dedicate all or any part of such road and utility easements to Austin County or other political sub-division, for public purposes, and (iii) relinquish and abandon all or any part of said private road easements not in actual use as a roadway and not previously dedicated to Austin County or any other political subdivision for public purposes.

2.02 Developer hereby reserves and retains drainage easements, the location and description of which are set forth in the Subdivision Plat, for the purpose of drainage, and maintenance and improvement of drainage, of the Subdivision. Nothing herein shall imply any obligation on the part of Developer, its successors or assigns, to maintain, improve, or otherwise take any action with reference to said easements. No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out.

ARTICLE THREE ARCHITECTURAL CONTROL

3.01 Developer shall designate and appoint an Architectural Control Board consisting of three persons, which Board shall serve at the pleasure of Developer. The Board shall assign its authority hereunder to the Burleigh Plantation Property Owners Association at or before such time as one hundred percent (100%) of the Tracts are sold by the Developer. (Developer may, at its option, call an election and require the Tract Owners, including the Developer, to form such Association and elect officers thereto prior to a time when 100% of the Tracts in the Subdivision have been sold.) The Burleigh Plantation Property Owner's Association, after its formation, shall succeed to and shall exercise all of the rights and powers herein granted to the Architectural Control Board (and shall exercise such rights and powers in lieu of said Architectural Control Board) which rights and powers shall include the specific authority to:

(a) Collect and expend, in the interest of the Subdivision as a whole, the maintenance fund hereinafter created;

(b) Enforce, by appropriate proceedings, these covenants and restrictions;

(c) Enforce or release any lien imposed on any part of this Subdivision by reason of violation of any of these covenants or restrictions, or by reason of any provision contained herein; and

(d) Approve or disapprove plans and specifications for improvements in said Subdivision submitted to it in accordance with these restrictions, and to perform all other duties and exercise all other rights of the Architectural Control Board.

Prior to the formation of the Burleigh Plantation Property Owners Association, Developer specifically reserves and retains all such rights and powers unto itself (and to anyone to whom it may assign the right).

4.06 No obnoxious or offensive activity may be carried on or conducted upon the Tracts, nor shall anything be done thereon which may be or become an annoyance or nuisance to Developer or adjoining Tract Owners.

4.07 No trash, garbage or debris of any kind shall be dumped or permitted to accumulate on any Tract, nor may any of such materials be burned on the premises except in an incinerator designed to such purposes and approved by Developer.

4.08 No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the Subdivision, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon any Tract. Such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.

4.09 No animals shall be raised, bred, or kept on any Tract, with the following exceptions permitted: (i) domestic or household pets, (ii) horses, (iii) poultry, and (iv) other livestock, temporarily, if part of a 4-H, F.F.A. or other bona fide youth program, provided that none of the herein cited exceptions shall be allowed to become a nuisance or offensive to other Tract Owners. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkept appearance or produces noxious odors may be declared a nuisance and ordered removed from the Tract.

4.10 No cess pools shall be dug or permitted on any Tract. Septic tanks will be permitted upon a Tract, but their structure and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line and fifty (50) feet from any roadway or creek. No septic tank may be shared with any other Tract Owner. No more than two (2) septic tanks may be constructed and maintained on any Tract unless the owner secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks will not pose any pollution danger or nuisance to adjoining property owners or watershed. There shall be no outside toilet built or used on any Tract.

4.11 No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any Tract.

4.12 No boat, trailer, camper or motorhome is to be parked on any Tract for more than twenty-four (24) hours unless stored in a garage or carport or parked in a location out of normal view from the road.

4.13 No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained in the Subdivision without the written consent of Developer, with the exception of one "For Sale" sign advertising a residence for sale, such sign not to exceed 36 inches by 46 inches. Developer shall have the right to remove any such non-conforming sign, advertisement, billboard or advertising structure which is placed in said Subdivision without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

4.14 No part of any Tract shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Austin County, Texas, or the police, health, sanitary, or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of property located within the Subdivision.

4.15 No firearms or fireworks of any kind shall be discharged within the Subdivision.

4.16 Developer (so long as it owns any Tract in the Subdivision) shall have (and hereby reserves) the right to negotiate, grant, convey, and, at Developer's option, dedicate for public or private use, utility easements for the benefit of such property located within the Subdivision. The form of such grant, conveyance, or dedication of easements shall be within the discretion of Developer, and may, at Developer's option, lie within one or more of the Tracts. By instrument in writing, describing a particular Tract, Developer may relinquish its right to create and grant an easement under this Paragraph 4.16, covering a portion of that particular Tract.

4.17 The Tract Owners, their heirs and assigns, are bound and obligated through the purchase of said Tracts, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on each Tract cut as often as may be necessary to keep in a neat and attractive condition. In the event any Tract Owner should, in the opinion of Developer, fail to maintain said Tract in a neat and attractive manner, Developer will notify said Tract Owner in writing of any objectionable, detrimental or unattractive conditions existing on said Tract, and request Tract Owner, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental, or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer specifying such objectionable or detrimental condition, then, in such event, Developer is authorized to eliminate such condition and charge the cost of the same to such Tract Owner, and any such expense incurred by Developer in such event shall be added to, be a portion of, and secured in the same manner as the maintenance charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a Tract Owner fail to do so, after being duly notified, the Developer shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

4.18 Each Tract Owner shall maintain in good condition and in its original location, the split-rail cedar fencing fronting each Tract. Any additional fencing erected upon the Tract must be identical split-rail cedar fencing, or smooth or barb wire fencing on cedar or treated pine posts, unless otherwise approved in writing by the Architectural Control Board.

4.19 Any building or other improvement on any Tract that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time by the Tract Owner, and the land restored to an orderly and attractive condition.

4.20 Culverts installed by Tract Owners from a road within the Subdivision to their driveways shall be reinforced concrete or corrugated steel and shall have a minimum diameter of eighteen inches.

ARTICLE FIVE MAINTENANCE CHARGE

5.01 Each Tract in the Subdivision shall be subject to an annual maintenance charge not to exceed Seventy-five (\$75.00) Dollars per acre (to 1/1000 of an acre) per year to be paid by the owner of each Tract for the purpose of creating a fund to be known as the "Purleigh Plantation Maintenance Fund". This maintenance charge shall be secured by vendor's lien upon said

property and is to be paid annually on the first day of January of each year in advance, beginning January 1, 1984, to Developer, its successors or assigns, with any delinquent payments to be increased by a delinquent charge of 10% per annum. Such annual maintenance charge may be adjusted by Developer, or its successors, from year to year as the needs of the Subdivision may, in its judgement, require. Said lien shall be junior, subordinate, and inferior to any lien (and renewals and extensions thereof) granted by the owner of any Tract to secure the repayment of sums advanced to cover the purchase price for the aforesaid Tract or the cost of any permanent improvements to be placed thereon. Developer (or its successor, the Burleigh Plantation Property Owners Association) will render an annual accounting of the fund to the owners of the tracts, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient towards doing things necessary and desirable, including by way of example but not by way of limitation, maintenance of streets, mowing or otherwise maintaining or improving road easements, insect fogging, employment of security guards or installation of security devices, installation or maintenance of street or other lighting, or any other things necessary or desirable in the opinion of Burleigh Plantation Property Owners Association, to maintain or improve the property or which it considers to be of general benefit to the owners of the property covered by these restrictions, including the expenditure of funds to enforce these Restrictions. Grantees or Tract Owners purchasing Tracts after the January 1 prepayment date on any year will pay their maintenance fund charge on a pro rata basis at the time of closing.

5.02 At such time as the Burleigh Plantation Property Owners Association is formed, as described above, said Association will take the responsibility of collecting and expending the maintenance funds for the purposes herein above stated, or in accordance with such by-laws as may be adopted by said Association.

ARTICLE SIX MISCELLANEOUS

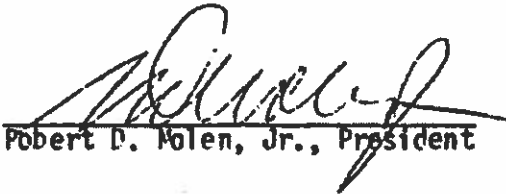
6.01 These covenants and restrictions shall run with the land, are imposed for the benefit of Developer and all future Tract Owners, their heirs and assigns, and shall be binding upon the Tract Owners, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated or amended in whole or in part as hereinafter provided. These covenants and restrictions may be terminated or amended by the execution and recordation in the real property records of Austin County, Texas, of a written instrument executed by the owners (including the Developer) of a majority of the Tracts within the Subdivision. In voting under these restrictions, each Tract shall be entitled to one vote, regardless of the number of persons or entities owning said Tract. All of such owners or entities owning interests in such Tract shall determine among themselves how such single vote shall be cast. In addition, and without the necessity of amending these Restrictions, Developer shall have the right, with the approval of the Burleigh Plantation Property Owners Association (such approval being required only if such Association then exists) to grant exceptions from time to time to the application of any particular provision of the Restrictions (other than a waiver of the maintenance charge) when so doing will not be inconsistent with the general overall plan for the development of the Subdivision.

6.02 In the event any one, or more of these covenants, provisions, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no wise affect the validity of the other covenants, provisions, conditions or restrictions set

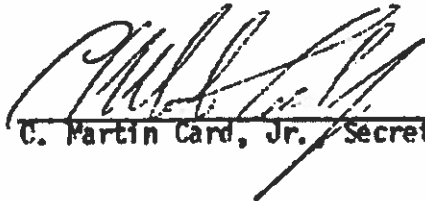
out herein, which shall remain in full force and effect. Developer and any Tract Owner (i) shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this instrument, and (ii) may, in any such proceeding, restrain any violation or attempted violation thereof, and may recover damages for such violation, as well as attorneys fees, and other expenses incurred in enforcing the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED by the said Developer this 27 day of December, 1983.

HIGH POINT DEVELOPMENT CORPORATION

By 
Robert D. Molen, Jr., President

ATTEST


C. Martin Card, Jr., Secretary

STATE OF TEXAS) (

COUNTY OF AUSTIN) (

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT D. MOLEN, JP. and C. MARTIN CARD, JR., known to me to be the President and Secretary, respectively, of HIGH POINT DEVELOPMENT CORPORATION, and acknowledged to me that they executed the foregoing instrument in such capacities and for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this the 27th day of December, 1983.



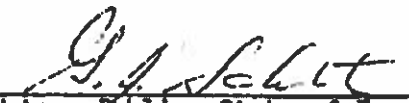

Notary Public, State of Texas
G. J. Scholtz

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIONS
BURLEIGH PLANTATION SUBDIVISION

TRACT 1 - 150.00 ACRES

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate in Austin County, Texas, out of the Lewis Kincheloe Survey, A-55, and the Henry P. Roffe Hrs. Survey, A-280, being a portion of a called 57.222 Acre tract described in a deed from Boyce D. Davis, et ux, to Frank Russ, et ux, as recorded in Volume 269, Page 372 of the Austin County Deed Records, a portion of a called 92.92 Acre tract described in a deed from Mrs. Edna Frank, et al, to Frank Russ as recorded in Volume 234, Page 306 of the Austin County Deed Records, a portion of a called 286.08 Acre tract described in a deed from Mrs. Emma Hagen, et al to Frank Russ as recorded in Volume 181, Page 543 of the Austin County Deed Records, and all of a called 3.00 Acre tract of land described in a deed from the Trustees of the Bellville Independent School District to Frank Russ, et ux as recorded in Volume 331, Page 71 of the Austin County Deed Records, more particularly described as follows;

BEGINNING at an iron pin found at the Northeast fenced corner of the called 57.222 Acre tract, said point being the Northwest corner of a called 63.433 Acre tract of land now or formerly owned by W. J. Woltman, said point lying in the South line of F. M. 529;

THENCE departing from said highway with the East line of the called 57.222 Acre tract and the West line of the Woltman tract, S 25° 13' 16" W, 965.03 ft. to an iron pin found at the Southwest corner of said Woltman tract, and being the Northwest corner of a called 33.741 Acre tract of land now or formerly owned by Nona Krueger Rimmert;

THENCE with the West line of the Rimmert tract S 25° 31' 15" W, 469.86 ft. to an iron pin found at the Southwest corner of said Rimmert tract, said point being the Southeast corner of the called 57.222 Acre Russ tract;

THENCE S 25° 34' 04" W, 1581.91 ft. to an iron pin set for Southeast corner of this tract, said point being in the East line of the called 286.08 Acre tract;

THENCE departing from said line N 64° 12' 24" W, 514.48 ft. to an iron pin set for an angle point;

EXHIBIT "A"

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THENCE departing from said highway with the West line of said Davis tract, S 20° 52' 09" W, 323.83 ft. to an iron pin set at the Southwest fenced corner of said Davis tract;

THENCE with the South line of said Davis tract, S 70° 33' 58" E, 611.63 ft. to an iron pin set at the Southeast corner of said tract and being the Southwest corner of the called 3.00 Acre tract owned by Frank Russ;

THENCE with the East line of said Davis tract N 26° 10' 40" E, 326.77 ft. to an iron pin set at the Northeast fence corner of the Davis tract, said point being in the South line of F. M. 529;

THENCE with the South line of said highway S 64° 05' 21" E, 363.79 ft. to an iron pin set at an angle point in said right-of-way;

THENCE N 25° 54' 39" E, 24.00 ft. to an iron pin set at an angle point of said right-of-way;

THENCE S 64° 05' 21" E, 142.29 ft. to the PLACE OF BEGINNING and containing 150.00 Acres of Land.

TRACT 2 - 1.950 ACRES

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate in Austin County, Texas, out of the Henry P. Roffe Hrs. Survey, A-280, and being a portion of a 33.713 Acre tract and a 2.507 Acre tract described in a deed from Bessie Russ, Individually and as Independent Executrix of the Estate of Frank Russ, Deceased, to C. Martin Card Jr., et al, as recorded in Volume 471, Page 486 of the Austin County Deed Records, more particularly described as follows;

BEGINNING at an iron pin found at the Southwest fence corner of a called 33.741 Acre tract now or formerly owned by Nona Krueger Remmert, said point being the Northwest corner of the called 33.713 Acre tract;

THENCE with the Southwest line of said Remmert tract, S 64° 17' 21" E, 71.90 ft. to an iron found at a fence corner for Northeast corner of the tract of land herein described;

THENCE departing from said Remmert line, S 26° 53' 10" W, 1582.28 ft. to an iron pin set in the South line of the 2.507 Acre tract;

THENCE N 64° 12' 24" W, 35.50 ft. to an iron pin found at the Southwest corner of said 2.507 Acre tract;

THENCE with the Eastmost line of said 33.713 Acre tract, N 25° 34' 04" E, 1581.91 ft. to the PLACE OF BEGINNING and containing 1.950 Acres of Land, of which 1.920 Acres lie within the 33.713 Acre tract and 0.030 Acres lie within the 2.507 Acre tract.

EXHIBIT "A"

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THENCE S 89° 36' 42" W, 1291.75 ft. to an iron pin set in the Southmost West line of the called 286.08 Acre tract for the most Southwesterly corner of this tract, said point being in the East line of a called 19.25 Acre tract now or formerly owned by Gus Riniker;

THENCE with the East line of said Riniker tract N 25° 24' 44" E, 1447.81 ft. to an iron pin found at the Northeast fenced corner of the Riniker tract, said point being an interior corner of this tract;

THENCE with the North line of the Riniker tract N 47° 28' 24" W, 13.18 ft. to a tree fence line angle;

THENCE N 56° 13' 19" W, 81.33 ft. to an iron pin set at a fence line angle;

THENCE N 63° 15' 14" W, 42.07 ft. to an iron pin set at a fence line angle;

THENCE N 64° 43' 07" W, 213.52 ft. to an iron pin found at a fence corner, said point being the Northeast corner of a called 15.576 Acre tract now or formerly owned by Gus Riniker, said point being the Northwest corner of a called 19.25 Acre tract that lies to the West of the aforementioned 19.25 Acre tract.

THENCE with the North line of the called 15.576 Acre tract, N 64° 54' 36" W, 122.50 ft. to a tree fence line angle;

THENCE N 64° 40' 38" W, 214.25 ft. to a 1" steel rod found at the Northwest fenced corner of said tract, said point being an exterior corner of this tract and in the East line of a called 102 Acre tract now or formerly owned by Mrs. Robert A. (Jeanette) Ueckert;

THENCE with the East line of the Ueckert tract N 24° 39' 14" E, 222.94 ft. to a tree fence line angle;

THENCE N 25° 09' 07" E, 322.91 ft. to a tree fence line angle;

THENCE N 22° 12' 52" E, 34.07 ft. to a tree fence line angle;

THENCE N 25° 26' 08" E, 1132.13 ft. to an iron pin set at a fence line angle;

THENCE N 21° 29' 32" E, 432.56 ft. to a tree fence corner, said point being in the South line of F. M. 529;

THENCE with the South line of said highway and a curve to the right having a radius of 724.06 ft., a length of 210.16 ft., (chord bearing S 57° 26' 09" E, 209.42 ft.) to an iron pin set at the end of said curve;

THENCE S 54° 19' 57" E, 389.68 ft. to an iron pin set at an angle point in the right-of-way of said highway;

THENCE S 50° 52' 43" E, 165.99 ft. to an iron pin set for the beginning of a curve to the left;

THENCE with said curve having a radius of 1195.92 ft., a length of 507.21 ft. (chord bearing S 66° 28' 57" E, 503.41 ft.) to an iron pin set at a fence corner, said point being the Northwest corner of a tract of land now or formerly owned by Boyce Davis;

THE STATE OF TEXAS, I
COUNTY OF AUSTIN, I

I, Dorothy Himly, Clerk, County Court, Austin County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original record as the same appears on file in my office under File No. 83-5888, and to be recorded into the Deed Record of Austin County, Texas, in course of recordation.

Given under my hand and seal of office on this December 27, 1983.

Dorothy Himly, Clerk, County Court, Austin County, Texas.

By Jamie Willingham, Deputy.

Jamie Willingham

3.02 No building or improvement of any character (including by way of example but not by way of limitation, residences, garages, barns, sheds, pens, fences, walls, radio or television antennae or dishes, windmills, swimming pools, tennis courts, outside lighting, propane tanks, water storage tanks, and any additions or alterations to any of the foregoing) shall be erected, placed, renovated or reconstructed on the property without approval of the plans and specifications by the Architectural Control Board as to quality of materials, harmony of external design with the land and with existing and proposed structures, as to topography and grade elevation, and as to reputation, qualifications, and business practices of selected builder. The Architectural Control Board shall have full and complete authority to approve or reject any such plans, specifications, and builder selections. Plans and specifications must include the location of buildings and structures with respect to the property lines, which location shall not be less than two hundred (200) feet from any front property line (being any property line within a road easement) and fifty (50) feet from any side or back property line unless otherwise approved in writing by the Architectural Control Board, which may, in its sole discretion, grant variances not in violation of any Austin County Regulation or Ordinance. Additionally, prior to commencement of construction of a residence, the Architectural Control Board shall be provided with satisfactory evidence of interim financing arrangements or of the availability of sufficient funding to complete construction within nine months of groundbreaking. A true copy of all plans and specifications shall be logged permanently with the Architectural Control Board and any buildings, structures or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if said Architectural Control Board neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.

ARTICLE FOUR RESTRICTIONS

4.01 The Tracts shall not be divided and sold in smaller parcels than originally conveyed by Developer, and no Tract Owner shall grant or allow road easements through any Tract, except as provided in Paragraph 4.16 hereof and as set forth in the Subdivision Plat.

4.02 Each Tract within the Subdivision, except Reserves A and B, shall be used for single family residential purposes only, with only one single family residence permitted on each Tract.

4.03 No trailer (except as provided in paragraph 4.12), camper top, motor home, mobile home (whether on wheels or not), tent, shack, or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage, barn, or other outbuilding on said property shall be at any time used for human habitation temporarily or permanently. However, occupancy of garages and additional buildings for servants and guests is permitted, but no such garage or additional buildings shall be rented separately from the main family residence on said Tract.

4.04 Any residence constructed on any Tract, except Reserves A and B, shall be new construction only, with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. No residence shall contain less than Two Thousand, Five Hundred (2,500) square feet of living area, exclusive of porches, breezeways, patios, and garage, unless otherwise approved in writing by the Architectural Control Board.

4.05 No business or commercial structure of any kind or nature whatsoever shall be built upon, nor shall any business or commercial activity of any kind may be maintained or conducted upon, any Tract except Reserves A and B, unless otherwise approved in writing by the Developer (or its successor).