

5/15
FIRST AMERICAN TITLE
INSURANCE COMPANY
GF # _____
CLOSER _____



DEED 2004083122
6 PGS

SPECIAL WARRANTY DEED WITH RESTRICTIONS
(9.9 Acre Tract)

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT, TEXANA PLANTATION, LTD., a Texas limited partnership (hereinafter called "Grantor"), for and in consideration of the sum of ten and no/100 dollars (\$10.00) cash and other good and valuable consideration in hand paid by TEXANA PLANTATION PARTNERS, LTD., a Texas limited partnership (hereinafter called "Grantee"), whose address for mailing purposes is c/o Marcava Corp., 310 Morton Street, #280, Richmond, Texas 77469, the receipt and sufficiency of which are hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantee that certain approximately 9.9 acre tract of land, together with all improvements thereon, which is described on Exhibit "A" attached hereto (the "Property").

This conveyance is made and accepted expressly subject to the restrictions and reservations hereafter set forth and to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all restrictions, previously reserved and conveyed mineral interests, covenants, conditions, agreements, assessments, maintenance charges, leases, easements, liens, and previously conveyed or reserved mineral and royalty interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State.

Grantor hereby expressly reserves the entire mineral estate of the property hereby conveyed which is now owned by Grantor, if any, including but not limited to all oil, gas, and other minerals in, on, under and that may be produced and saved from such property. Grantor hereby waives its right to enter the surface of such property for the exploration, development or production of oil, gas, or other minerals from the mineral estate owned and retained by Grantor, it being expressly understood that the only manner in which said mineral estate retained by Grantor may be produced is from a surface location not within the boundaries of such property.

This conveyance is made subject to the following restrictive covenants which are hereby imposed on the Property:

1. The Property shall be used solely for the operation of an equestrian center, the boarding of horses, horseback riding and related uses and activities including, without limitation, student agricultural projects, for general recreation and open space and greenbelt purposes and any other purpose which may be approved in writing by the Board of Directors of the Texana Plantation Homeowners Association, Inc. (the "HOA"). This restriction shall run with the land and being binding on all owners of the property hereby conveyed until the date on which all deed restriction instruments which are administered by the HOA and encumber property within the Texana Plantation project, as they may be renewed or extended, have expired, at which time this restriction shall automatically expire and terminate; and

2. The owner or owners of the Property ("Owner") shall, at all times, keep the Property and all improvements and landscaping thereon, in a well-maintained, repaired, safe, and clean condition consistent with the operation of an equestrian center and related uses. This restrictive covenant is for the benefit of and may be enforced by the HOA; provided, however, prior to taking any action to enforce this restrictive covenant the HOA shall give such Owner written notice of a violation and thirty (30) days after its receipt of such notice to bring the Property into compliance.

To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to warrant and forever defend, all and singular the said property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

The obligation to pay taxes for the current year and subsequent years is assumed by Grantee.

GRANTOR HAS EXECUTED THIS DEED AND GRANTED, SOLD, AND CONVEYED THE PROPERTY, AND GRANTEE HAS ACCERTED THIS DEED AND THE PROPERTY, "AS IS, WHERE IS", AND WITH ALL FAULTS. GRANTEE EXPRESSLY WAIVES, TO THE EXTENT ALLOWED BY LAW ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW, AND UNDER COMMON LAW OR IN EQUITY, THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO OR CAUSED BY THE PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, WHETHER SUCH CLAIMS ARE KNOWN OR UNKNOWN, FIXED OR CONTINGENT. GRANTEE FURTHER HEREBY ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND NOT ANY STATEMENTS, ORAL OR WRITTEN, WHICH MAY HAVE BEEN MADE BY GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS, IN ACCEPTING THIS CONVEYANCE OF THE PROPERTY.



EXHIBIT "A"

DESCRIPTION OF A ±9.9 ACRE TRACT OF LAND

Description of a 9.9-acre tract of land, more or less, lying within the Randall Jones League, Abstract 42, Fort Bend County, Texas, and being out of that certain Bert F. Winston tract of land containing a parcel of 119.34 acres, more or less, as recorded in Volume 1011, Page 791 of the Deed Records of Fort Bend County (DRFBC), and a parcel of 300 acres, more or less, as recorded in Volume 499, Page 805, DRFBC; and being more particularly described as follows: said 9.9-acre tract of land being bounded to the north by a southerly line of Texana Plantation Section 4 (Slide Nos. 1838A & 1838B, Map Records of Fort Bend County (MRFBC)); being bounded to the north and east by a southerly line of Texana Plantation Section 1 (Slide Nos. 1624A & 1624B, MRFBC); being bounded to the south by the boundary line of Fort Bend County Water Control and Improvement District No. 3 (FBCWCID3, Farm-to-Market Road No. 359 and also the called Confederate Museum Association parcel containing 2.0 acres, more or less (Volume 2168, Page 1729, MRFBC); being bounded to the west by a westerly boundary line of FBCWCID3 (said boundary line also being the approximate centerline of Jones Creek); and also being bounded to the west by a line extending southwesterly to the boundary line of FBCWCID3 from the most southerly intersection of the common lot line between Lots 18 and 19 of Texana Plantation Section 4 (Slide Nos. 1838A & 1838B, MRFBC); all as shown on Exhibit "B" attached hereto and made a part hereof.