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FIELD NOTES

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16.45 ACRES OF LAND, BEING A PART OF THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 601, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 2854.12 ACRE TRACT DESCRIBED IN A DEED FROM IF FARME, INC. TO DAYTON RICE MILLING, INC. RECORDED IN CLERK'S FILE 03-052761, SAID 16.45 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the most Northerly corner of said 2854.12 acre tract at the intersection of the Northeast line of the Day Land and Cattle Company Survey, Abstract 601, with the Northwest right-of-way line of County Road 171 (65.0 feet wide as described in Volume 842, Page 36, Deed Records) and the Southeast line of the St. Louis - Brownsville and Mexico Railroad (100.0 feet wide), from which Commencing Point a 3/4 inch iron pipe found in the Southeast right-of-way line of County Road 171 bears South 30 deg. 04 min. 03 sec. East - 69.4 feet;

THENCE South 39 deg. 25 min. 17 sec. West, along the Northwest line of County Road 171 and the Southeast line of said Railroad, being the Northwest line of said 2854.12 acre tract, a distance of 364.06 feet to a point marking the North corner of the herein described tract and also the PLACE OF BEGINNING, said point being the West corner of a tract described in a deed from Dayton Rice Milling, Inc. to Angel Montelongo and Jose De Jesus Mendez recorded in Clerk's File 2002-018433;

THENCE South 30 deg. 04 min. 03 sec. East, along the Southwest line of Montelongo and Mendez tract, at 69.4 feet pass a 1/2 inch iron rod found in the Southeast line of County Road 171, and continue for a total distance of 1620.16 feet to a 1/2 inch iron rod found for the East corner of the herein described tract and the South corner of Montelongo and Mendez tract in the Northwest line of a tract described in a deed from Dayton Rice Milling, Inc. to Phillip Baldwin recorded in Clerk' File 2002-018435;

THENCE South 39 deg. 25 min. 17 sec. West, along the Northwest line of the Baldwin tract, a distance of 300.0 feet to a 1/2 inch iron rod found for the South corner of the herein described tract and the East corner of a tract described in a deed from Dayton Rice Milling, Inc. to Rafael Garcia recorded in Clerk's File 2003-049623;

Page 2 of Field Notes on 10.45 acres of land.

THENCE North 30 deg. 04 min. 03 sec. West, along the Northeast line of the Garcia tract, at 1550.76 feet pass a 1/2 inch iron rod found in the Southeast line of County Road 171, and continue for a total distance of 1620.16 feet to a point marking the West corner of the herein described tract in the Northwest line of said 2854.12 acre tract, the Northwest line of County Road 171 and the Southeast line of said Railroad;

THENCE North 39 deg. 25 min. 17 sec. East, along the Northwest line of said 2854.12 acre tract, the Northwest line of County Road 171 and the Southeast line of said Railroad, a distance of 300.0 feet to the PLACE OF BEGINNING and containing 10.45 acres of land.

Note: These Field Notes accompany a drawing of same date and same file name.

Bearing Base - Texas State Plane Coordinate System
South Central Zone

Field Notes written from an actual survey
made on the ground October 31, 2007.




STEVE D. ADAMS

Registered Professional Land Surveyor #3666

Prevot171-2-vet

EXHIBIT "B"

RESTRICTIONS

The hereinafter restrictions shall affect the herein conveyed tract, hereinafter called Said Property. These Restrictions shall not apply to any other property owned by Grantor or which may be hereafter acquired by Grantor. In the event a Vendor's Lien and Deed of Trust Lien are created to secure payment of purchase money indebtedness in favor of Grantor herein, then these Restrictions are subordinate to said Vendor's Lien and Deed of Trust Lien.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of Said Property as a restricted district, set aside for residential and agricultural use, the following restrictions upon Said Property and same shall constitute covenants running with the land, and shall inure to the benefit not only to Grantor, its successor, and assigns, but to the benefit of each and every purchaser of Said Property or any portion thereof, and their heirs, legal representatives, successors and assigns; all of the restrictions, covenants, and reservations herein, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

1. The covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten years; provided that at the time for any renewal a majority of the then owners of such tracts then subject to said covenants may amend change or remove these evidencing such action by an instrument recorded with the county clerk where said property is situated. If the parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Grantor to enter and abate such violations without liability; and any other persons owning any real property then subject to said covenants shall have the right to prosecute any proceeding at law or equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation, or to cause such violation to be removed, or to recover damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
3. If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
4. Not more than two residences, constructed as herein described, shall occupy a tract of land unless approved in writing by Grantor.
5. No residential building may be moved on to any tract on the property unless approved by Grantor. All structures will be built of new material. A written notice to be accompanied with house plans must be delivered to Grantor 30 days prior to the start of construction and must be approved by Grantor in writing. No residential structure shall be built on any tract unless its living area has a minimum of 1,000 square feet of floor area, excluding open or screened in porches, carports, and garages.
6. Either frame or brick construction is permitted and all residences shall be placed or built upon a concrete slab or concrete blocks.
7. No buildings shall be erected, placed, altered, or permitted to remain on any tract other than not more than two single family residences and attached or separate garage or barn or stable.
8. Any house or structure must be completed according to approved plans and specifications within nine (9) months after the beginning of construction, or with such additional time as may be approved in writing by Grantor; and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
9. Any commercial use of any tract must be approved in writing by Grantor.
10. For the purpose of this covenant, caves, and open porches shall be considered as a part of a building. No building or residence shall be located closer than 300 feet to the front property line or 100 feet to the rear property line or 25 feet to either side property line unless approved by Grantor in writing. No improvements shall be erected or constructed within 25 feet of side property lines adjacent to streets except for fences unless approved by Grantor in writing. Every dwelling erected on any tract shall front on and present a good frontage appearance to the street. On corner tracts, dwelling must present a good frontage to both streets.
11. All areas for parking shall be of concrete, asphalt or gravel construction. Driveways may be of limestone or equivalent material. Any exception to this must be approved in writing by Grantor.
12. The owner of a tract may occupy not more than two mobile homes on said tract with the following restrictions.
 - A. Mobile home placement must have written approval of Grantor prior to placement on property.

- B. All mobile homes shall contain at least 1,000 square feet of living area, and shall not be older than three (3) years old, unless approved in writing by Grantor.
- C. All mobile homes shall be of good repair and attractive design and appearance, and built by a commercial manufacturer. No mobile homes may be constructed or added to on the premises without written consent of Grantor.
- D. All mobile homes shall meet the building, electrical, wiring, health and safety requirements of the National Mobile Home Manufacturers Association.
- E. Prior to occupancy, mobile homes must be properly blocked with cement blocks of solid construction and anchored.
- F. All porches and steps must be approved by Grantor.
- G. Unless authorized in writing by Grantor, not more than two mobile homes shall be placed or maintained on any single tract; however nothing herein shall prohibit double wides, expando mobile homes designed for connection on location, or additional rooms.
- H. All mobile homes shall be under skirted with acceptable materials and properly anchored, both box and frame, within 90 days after occupancy.
- I. All out-buildings must be approved by Grantor.
- J. Runners must be provided for the Mobile home wheels, and be constructed of concrete.
13. No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers. The owners or occupants of any tract shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers, or equipment except for normal residential requirements, nor have any but vehicles that have current legal licenses, current inspection stickers, or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupants of any tract in observing the above requirements, or any of them, Grantor may, without liability to the owner or occupant, trespass or otherwise enter upon said tract, cut or cause to be removed such weeds and equipment, etc., so as to place said tract in a neat, attractive, healthful, and sanitary condition, and may bill either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.
14. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than thirty (30) feet higher than the normal roof apex of the residence on such tract.
15. Bridges or culverts constructed over property line ditches shall be constructed of concrete pipe or steel of a size and quality not less than county requirements or such larger dimension as may be required to provide adequate drainage.
16. No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, tent, shack, garage, barn or other out building erected on any of said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
17. No outside privies or toilets shall be permitted on any tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the tract. Any septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Departments of all governmental agencies having jurisdiction over this land.
18. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
19. No exotic animals, hogs, guinea, or peacocks shall be allowed.
20. Poultry may be kept, not to exceed 20 birds; horses and cattle may be kept. Household pets may be kept, but no more than five (5) each of dogs and cats may be kept at any residence, except with written permission of Grantor.
21. No advertising or sign shall be erected on any tract without written approval of Grantor other than name and street number sign, and individual "For Sale" signs.
22. No removal of trees and no excavation of materials for other than landscaping of construction of buildings or driveways will be permitted without written permission of Grantor.
23. No further subdivision of a tract may be made without the written permission of Grantor.
24. Grantor, as used herein, shall mean JP ~~and~~ ^{Donor, also including the} a Texas corporation, its successors, assigns, or nominees.
25. The use of the property for agricultural purposes shall be allowed.

All items listed above are subject to revision by Grantor.

Read and accepted this the 12th day of June, 2007.


Walter Rodgers