TEXAS ASSOCIATION OF REALTORS®

SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2018

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **520 Hausmann Gin Road La Grange, TX 78945**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ✓ is __ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or __ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.	✓		
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal	✓		
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.	✓		
French Drain		✓	
Gas Fixtures	✓		
Natural Gas Lines	✓		

Item	Y	N	U
Liquid Propane Gas:	✓		
-LP Community (Captive)		✓	
-LP on Property	✓		
Hot Tub	✓		
Intercom System		✓	
Microwave	✓		
Outdoor Grill	✓		
Patio/Decking	✓		
Plumbing System	✓		
Pool	✓		
Pool Equipment	✓		
Pool Maint. Accessories			✓
Pool Heater	✓		

Item	Y	N	U
Pump: sump grinder		✓	
Rain Gutters		✓	
Range/Stove	✓		
Roof/Attic Vents	✓		
Sauna		✓	
Smoke Detector	✓		
Smoke Detector - Hearing Impaired		✓	
Spa	✓		
Trash Compactor		✓	
TV Antenna		✓	
Washer/Dryer Hookup	✓		
Window Screens	✓		
Public Sewer System		✓	

Item	Y	N	U	Additional Information
Central A/C	✓			__ electric 2 gas number of units:
Evaporative Coolers		✓		number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)		✓		if yes, describe:
Central Heat	✓			__ electric 2 gas number of units:
Other Heat		✓		if yes, describe:
Oven	✓			number of ovens: electric 1 gas __ other:
Fireplace & Chimney	✓			1 wood __ gas logs __ mock __ other:
Carport		✓		__ attached __ not attached
Garage	✓			1 attached __ not attached
Garage Door Openers	✓			number of units: 1 number of remotes: 1
Satellite Dish & Controls		✓		__ owned __ leased from:
Security System		✓		__ owned __ leased from:
Solar Panels		✓		__ owned __ leased from:
Water Heater	✓			__ electric __ gas, __ other: number of units:
Water Softener	✓			__ owned __ leased from:
Other Leased Items(s)		✓		if yes, describe:

Lindemann Real Estate, P.O. Box 279 La Grange TX 78945 Phone: 9799685803 Fax: 9799688793 Ferley
Katherine Michalke

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Concerning the Property at 520 Hausmann Gin Road La Grange, TX 78945

Underground Lawn Sprinkler		✓		__ automatic __ manual areas covered:
Septic / On-Site Sewer Facility	✓			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

Water supply provided by: __ city __ well __ MUD ✓ co-op __ unknown __ other: _____

Was the Property built before 1978? __ yes ✓ no __ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: 15 yrs (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? __ yes ✓ no __ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ✓ yes __ no If yes, describe (attach additional sheets if necessary): Pool Hot Tub Blower is not blowing properley

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		✓	Floors		✓	Sidewalks		✓
Ceilings		✓	Foundation / Slab(s)		✓	Walls / Fences		✓
Doors		✓	Interior Walls		✓	Windows	✓	
Driveways		✓	Lighting Fixtures		✓	Other Structural Components		✓
Electrical Systems		✓	Plumbing Systems		✓			
Exterior Walls		✓	Roof		✓			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): Upstairs windows are discolored

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		✓	Previous Foundation Repairs		✓
Asbestos Components		✓	Previous Roof Repairs		✓
Diseased Trees: __ oak wilt		✓	Previous Other Structural Repairs		✓
Endangered Species/Habitat on Property		✓	Radon Gas		✓
Fault Lines		✓	Settling		✓
Hazardous or Toxic Waste		✓	Soil Movement		✓
Improper Drainage		✓	Subsurface Structure or Pits		✓
Intermittent or Weather Springs		✓	Underground Storage Tanks		✓
Landfill		✓	Unplatted Easements		✓
Lead-Based Paint or Lead-Based Pt. Hazards		✓	Unrecorded Easements		✓
Encroachments onto the Property		✓	Urea-formaldehyde Insulation		✓
Improvements encroaching on others' property		✓	Water Penetration		✓
Located in 100-year Floodplain (If yes, attach TAR-1414)		✓	Wetlands on Property		✓
Located in Floodway (If yes, attach TAR-1414)		✓	Wood Rot		✓
Present Flood Ins. Coverage (If yes, attach TAR-1414)		✓	Active infestation of termites or other wood destroying insects (WDI)		✓
Previous Flooding into the Structures		✓	Previous treatment for termites or WDI		✓
Previous Flooding onto the Property		✓	Previous termite or WDI damage repaired		✓
Located in Historic District		✓	Previous Fires		✓

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Ferley

Concerning the Property at 520 Hausmann Gin Road La Grange, TX 78945

Historic Property Designation		✓	Termite or WDI damage needing repair		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓	Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? __ yes ✓ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y	N	
	✓	Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
✓		Homeowners' associations or maintenance fees or assessments. If yes, complete the following: Name of association: Timberlake HOA Manager's name: _____ Phone: _____ Fees or assessments are: $ 100.00 per year and are: ✓ mandatory __ voluntary Any unpaid fees or assessment for the Property? __ yes ($ _____) ✓ no If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
	✓	Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following: Any optional user fees for common facilities charged? __ yes __ no If yes, describe: _____
	✓	Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
	✓	Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
	✓	Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
	✓	Any condition on the Property which materially affects the health or safety of an individual.
	✓	Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold. If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
	✓	Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
✓		The Property is located in a propane gas system service area owned by a propane distribution system retailer.
	✓	Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Ferley

Concerning the Property at 520 Hausmann Gin Road La Grange, TX 78945

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): Tank leased from Sharp propane

Section 6. Seller ✓ has __ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? __ yes ✓ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

✓ Homestead __ Senior Citizen __ Disabled
__ Wildlife Management __ Agricultural __ Disabled Veteran
__ Other: _____ __ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? __ yes ✓ no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? __ yes ✓ no If yes, explain: _____

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ✓ unknown __ no __ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller _____ Date Signature of Seller _____ Date

Printed Name: Lynn Ferley Printed Name: _____

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Ferley

Concerning the Property at 520 Hausmann Gin Road
La Grange, TX 78945

ADDITIONAL NOTICES TO BUYER:

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

(2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

(3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TAR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.

(4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

(5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric:	Fay. Ho Elec Coop	phone #:	979-968-3181
Sewer:		phone #:	
Water:	Fayette Water	phone #:	979-968-5514
Cable:	Ø	phone #:	
Trash:	Ø	phone #:	
Natural Gas:	Ø	phone #:	
Phone Company:	Colorado Valley	phone #:	979-242-5911
Propane:	Sharp Propane	phone #:	979-242-3660
Internet:	Colorado Valley	phone #:	979-242-5911

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name:		Printed Name:	

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Ferley

TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2004

CONCERNING THE PROPERTY AT **520 Hausmann Gin Road La Grange, TX 78945**

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

(1) Type of Treatment System: ☐ Septic Tank ☑ Aerobic Treatment ☐ Unknown
☐ _____

(2) Type of Distribution System: _____ ☐ Unknown

(3) Approximate Location of Drain Field or Distribution System: _____ ☐ Unknown
~~Front~~ Front of house left side

(4) Installer: _____ ☐ Unknown

(5) Approximate Age: 14 years ☐ Unknown

B. MAINTENANCE INFORMATION:

(1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☑ Yes ☐ No
If yes, name of maintenance contractor: Giddings Ace Hardware
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard" on-site sewer facilities.)

(2) Approximate date any tanks were last pumped? ~~19~~ 2017

(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☑ No
If yes, explain: _____

(4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☑ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

(1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____

(2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.

(3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

Lindemann Real Estate, P.O. Box 279 La Grange TX 78945 Phone: 9799685803 Fax: 9799688793 Ferley
Katherine Michalke
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Information about On-Site Sewer Facility concerning 520 Hausmann Gin Road
La Grange, TX 78945

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

Facility	Usage (gal/day) without water-saving devices	Usage (gal/day) with water-saving devices
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Lynn Ferley 12/20/18

Signature of Seller Date
Lynn Ferley

Signature of Seller Date

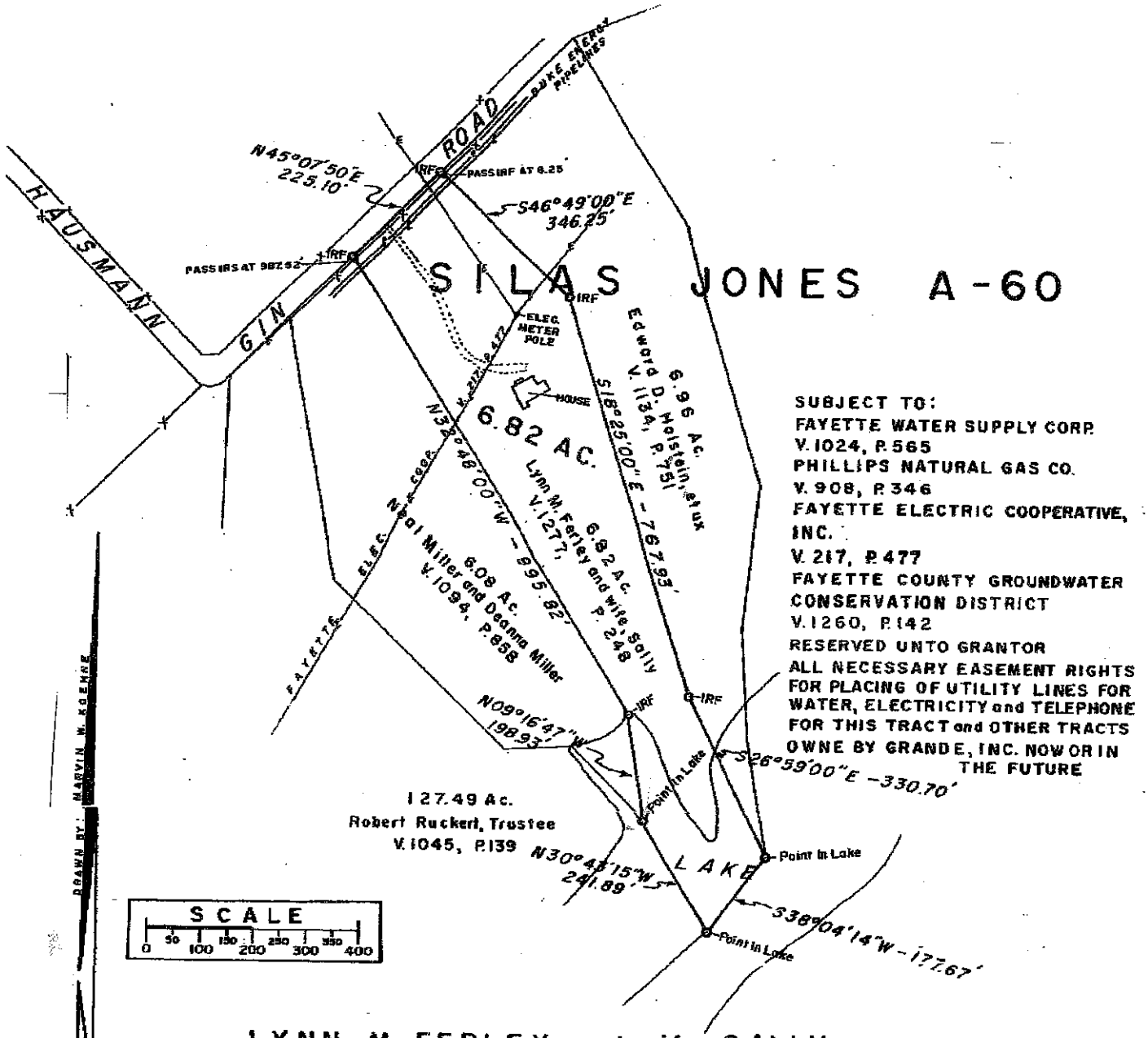
Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Ferley



SUBJECT TO:
FAYETTE WATER SUPPLY CORP.
V.1024, P.565
PHILLIPS NATURAL GAS CO.
V.908, P.346
FAYETTE ELECTRIC COOPERATIVE, INC.
V.217, P.477
FAYETTE COUNTY GROUNDWATER CONSERVATION DISTRICT
V.1260, P.142
RESERVED UNTO GRANTOR ALL NECESSARY EASEMENT RIGHTS FOR PLACING OF UTILITY LINES FOR WATER, ELECTRICITY and TELEPHONE FOR THIS TRACT and OTHER TRACTS OWNE BY GRANDE, INC. NOW OR IN THE FUTURE

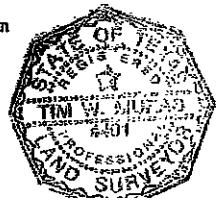
LYNN M. FERLEY and wife, SALLY
6.82 ACRE TRACT
SILAS JONES LEAGUE, A-60
FAYETTE COUNTY, TEXAS
SCALE: 1" = 200 FT.
IRF = IRON ROD FOUND
IRS = IRON ROD SET

NOTE: The above shown house location does not lie within the 100 Year Flood Hazard Zone as shown on the Flood Insurance Rate Map of Fayette County, Texas, the effective date is August 24, 2004.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements, or rights of way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Tim W. Muras, R.P.L.S.
Registered Professional Land Surveyor No. 4401
Schulenburg, Texas
August 24, 2004

SEAL:



Muras Land Surveying, Inc.
3802 KRISCHKE ROAD
SCHULENBURG, TEXAS 78956-5631
PH. (361) 865-2227

STATE OF TEXAS ()

COUNTY OF FAYETTE ()

Lynn and Sally Ferley
6.82 Acre Tract of Land

All that certain tract or parcel of land situated in Fayette County, Texas, a part of the Silas Jones League, A-60, same being a part of that certain 127.49 acre tract of land described in a deed from Lee Munke, a single man, Individually and as Co-Independent Executor for the Estate of Hilda Munke, deceased, et al. to Robert Ruckert, Trustee, dated November 16, 1998 and recorded in Volume 1045, Page 139 of the Deed Records of Fayette County, Texas, same being that 6.82 acre tract of land described in a deed from Grande, Inc. to Lynn M. Ferley and wife, Sally L. Ferley, dated August 4, 2004 and recorded in Volume 1277, Page 248 of the Deed Records of Fayette County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron rod found for the most West corner, same being the North corner of a 6.08 acre tract of land described in a deed to Neal Miller in Volume 1094, Page 858, same lying in the Northwest boundary of the said Robert Ruckert, Trustee 127.49 acre tract, same lying in the Southeast margin of a county road named Hausmann Gin Road;

THENCE, along the Northwest boundary of the said Robert Ruckert, Trustee 127.49 acre tract of land and the Southeast margin of Hausmann Gin Road, N 45°07'50" E 225.1 feet to an iron rod found for the North corner, same being the West corner of a 6.96 acre tract of land described in a deed to Edward Holstein in Volume 1134, Page 751;

THENCE, along the Southwestern boundary of the said Edward Holstein 6.96 acre tract of land, S 46°49' E 346.25 feet to an iron rod found for an angle corner, S 18°25'00" E 767.93 feet to an iron rod found for an angle corner and S 26°59' E 330.7 feet to a point for the East corner, same being the South corner of the said Edward Holstein 6.96 acre tract, same lying within a lake;

THENCE, within said lake, S 38°04'14" W 177.67 feet to a point and N 30°43'15" W 241.89 feet to a point for a corner, same being the Southeast corner of the said Neal Miller 6.08 acre tract of land;

THENCE, along the Northeastern boundary of the said Neal Miller 6.08 acre tract of land, N 09°16'47" W 198.93 feet to an iron rod found for an angle corner and N 32°48'00" W 995.82 feet to the place of beginning, containing 6.82 acres of land.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:
The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, and that said property has access to and from a dedicated roadway.

Tim W. Muras, R.P.L.S.
Registered Professional Land Surveyor No. 4401
Schulenburg, Texas, August 24, 2004

STATE OF TEXAS
TIM W. MURAS
4401
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Timberlake

VOL. 1287 PAGE 404
OFFICIAL RECORDS
FAYETTE COUNTY, TEXAS
04- 7065

COVENANTS AND RESTRICTIONS FOR 96.622 ACRES IN THE SILAS JONES LEAGUE, A-60 IN FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF FAYETTE

WHEREAS, the Declarants herein are the owners of real property in the Silas Jones League, A-60 in Fayette County, Texas, and further described as 96.622 acres of land more particularly described by metes and bounds on Three (3) Tracts of Land on Exhibit "A" attached hereto, and wish to subject the 96.622 acre property to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set out:

NOW, THEREFORE, it is hereby declared that all of the real property described on Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already effective against the above-described property.

DEFINITIONS:

1. "Architectural Control Committee" shall be a group of owners of the 96.622 acre described in exhibit "A" that are appointed by the Property Owners' Association.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title in any tract, excluding those having such interest merely as security for the performance of an obligation.

3. "Property Owners' Association" shall refer to an association created and comprised of all of the owners who shall own property within the 96.622 acre tract described above. Membership in such association shall become automatic by an owner or owners upon the purchase of property in the 96.622 acres described above by such person or persons.

4. "Properties" shall mean and refer to that 96.622 acres described in three (3) tracts of land all appearing on Exhibit A attached hereto.

5. "Tract" or "Tracts" as used herein shall mean a tract or tracts within the 96.622 acres described above. Each individual tract shall be subject to these restrictions.

The above-described 96.622 acres shall be impressed with the following restrictions and covenants running with the title to said land, to-wit:

RESTRICTIONS:

1. All tracts shall be exclusively for residential purposes, and no commercial purposes.

2. No mobile home, modular home or other prefabricated home shall be permitted on any tract.

3. No tract may be subdivided, and no more than one residence may be located per tract without prior written approval by the Architectural Control Committee.

4. All houses, or any other improvements on these tracts, are to be completed within one (1) year from the start of construction.

5. All tracts shall be kept neat in appearance. No dumping, garbage, or other refuse shall be permitted thereon, and no storage of vehicles are permitted. No trash or other type of waste will be permitted to be placed in the lake. Abandoned vehicles, or inoperative vehicles, must not remain on any tract for a period of more than ten (10) days. No campers or recreational vehicles including motor homes will be permitted on the tracts unless they are enclosed in an approved building.

6. There shall not be, or cause to be, any burning or igniting causing flame of any trash, rubbish, grass or brush without the prior knowledge of the La Grange Fire Department.

7. All plans for building and building sites must be submitted to the Architectural Control Committee for written approval before construction can commence. The residences to be constructed on each tract shall have a minimum 2,000 square foot of living space. All buildings must be neat in appearance.

8. All buildings and structures on these tracts shall be new construction and architecturally in harmony with the residential buildings surrounding the lake. No unpainted sheet metal or fiberglass structures shall be placed on any tract for use as an accessory building. No tent, house trailer, mobile home, or temporary structure of any character may be placed, constructed, or maintained on any tract.

9. All accessory buildings including detached garages, workshops and barns may be constructed after obtaining written approval from the Architectural Control Committee. These buildings must be of good construction, kept in good repair and not used for residential purposes. These buildings may not be constructed on a tract before the construction of the residence on that tract has begun.

10. No residential structure shall be erected on any tract nearer than fifty feet (50') from any street or roadway easement, or closer than fifty feet (50') from any property line. Accessory structures shall not be erected on any tract without prior approval of the Architectural Control Committee, and said accessory structure shall not be nearer than one hundred fifty feet (150') from any street or roadway easement, or seventy-five feet (75') from any property line. The Architectural Control Committee may waive or alter any said setback line if in the Architectural Control Committee's discretion, such waiver or alteration is necessary to permit effective utilization of a tract.

11. No signs or advertising device may be displayed on any tract, except in the event of sale. There may be one (1) for-sale sign, said sign being no more than six (6) square feet in size.

12. The owners of the tracts herein having roadway easements granted to them in their Deeds from

Grande, Inc. for public road access will each be equally responsible for the maintenance of the roadway easement or easements from their property to the public road. Each tract owner having such easement will be assessed a One Hundred Dollar ($100.00) per year maintenance fee by Property Owners' Association who will maintain a separate account for the maintenance fee. Said annual fee is due by January 15th each year.

13. No excavation of any materials, other than for landscaping, construction of buildings, driveways, etc. will be permitted without written consent of the Architectural Control Committee.

14. The roadway easements granted to owners from Grande, Inc. are for passenger vehicles only and not for travel by large trucks including, but not limited to, garbage trucks and water delivery trucks. The only exception to travel by large trucks is during the residential construction period and then only by the construction related vehicles.

15. It shall be the duty and responsibility of the owners of the tracts around the lake herein to develop and maintain the lake, dam and spillway at owners' expense, jointly and equally with the other property owners of the 96.622 acre tract. All expenses for labor and materials for development and maintenance of the lake, dam and spillway shall be approved by not less than 66.67% of the property owners of the 96.622 acre tract before all the property owners are liable for the expenses for the labor and materials.

16. There shall be no discharge of firearms upon any tract in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located. Further, no center fire rifle shall be discharged on any of the 96.622 acres described above at any time or in any manner whatever.

17. No waste materials shall be permitted to enter the lake.

18. Use of a water craft on the lake shall be restricted to non-motorized vessels except for the use of a small trolling motor on fishing boats. There shall not be any jet skis, house boats, or ski boats used on the lake.

19. Poultry for family use may be kept on these tracts, but there shall be no commercial raising of poultry on these tracts; horses and cattle may be kept on these tracts, but such animals must be securely contained so that the animals are restricted to the owner's tract; no more than one horse or one head of cattle may be kept on each full acre of land; no more than five head of horses or five head of cattle, or five head of a combination of each may be kept on any tract. No swine may be kept on any tract.

20. No outside toilets will be permitted. There shall be no septic drain lines used on any tract and any septic system must be an Aerobic Treatment System with surface irrigation and the owner of a tract of land desiring to construct septic tanks or other means of sanitary sewage disposal, shall comply with all state and county laws and regulations in existence at the time of the proposed construction.

21. The owners of the tracts herein will each be equally responsible for the maintenance of the lake within the 96.622 acre tract. Each tract owner will be assessed an annual fee of $100.00 per year for lake maintenance, and shall be paid to the Property Owners' Association, who will maintain a separate account for the lake maintenance fee. Said annual fee is due by January 15th of each year.

22. All residences buildings and structures shall not be closer than 150 feet from the shoreline of the lake. The Architectural Control Committee may waive or alter any said setback line if in the Architectural Control Committee's discretion, such waiver or alteration is necessary to permit effective utilization of a tract.

23. Pets are not allowed to roam beyond the pet owner's property onto other people's property. If necessary, restraints shall be used to keep pets from roaming.

24. A property owner is not permitted on another property owner's property unless prior permission has been granted.

25. For the lake contained within the 96.622 acres, an easement is reserved which will allow the owner of any tract to move over and across the water of the lake, including such section that may be across others' property lines, but which will not allow the owner of one tract to exit onto the shore of another tract. Any fencing by an owner must stop at the water line and shall not extend into the water. No owner of any tract shall alter the current dam which is in existence, nor shall such owner alter the lake in any manner without the written consent of the Architectural Control Committee.

26. If any one or more of the terms or provisions of these restrictions, covenants and easements shall be held invalid or for any reason is non-enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force in effect.

27. These restrictions shall be effective until twenty-five (25) years from the date of recording in Fayette County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that owners of a sixty six point sixty six percent (66.66%) majority of tracts in the 96.622 acres described above may release all of the tracts hereby restricted from any one or more of said restrictions, or may release any tract from any restriction imposed hereby, on either twenty-five (25) years from the date of recording or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Fayette County, Texas, and at any time prior to the twenty-five (25) years from the date of recording or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter; provided, however, that the owners of seventy five percent (75%) of tracts may release any tract from any restriction or restrictions at any time.

28. The record owner of each tract, whether or not in possession, and each occupant of the tract, whether or not a record owner, are bound by these covenants and restrictions, and are jointly and severally responsible for compliance with these covenants and restrictions by themselves and the others. The record owner shall fully inform the tenant or other non-owner occupant of these covenants and restrictions, and of the obligation to comply with them. Each owner waives notice of non-compliance with these covenants and restrictions. If any owner fails to abide by these

covenants and restrictions, any other owner or occupant of any tract may institute a suit or other proceeding at law or in equity, to enforce these covenants and restrictions, and seek damages or any other legal remedy, including injunctive relief, to prevent construction, to remove improvements, or otherwise to compel compliance. Any such owner or occupant of a tract who prevails in any such suit shall be entitled to recover, from the owner or occupant found in breach of these covenants and restrictions, all reasonable attorneys fees and litigation expenses incurred in connection with the suit. A failure or delay to enforce any covenant or restriction shall not be deemed a waiver of any subsequent violation of any such covenant or restrictions. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title to any such tract under violation.

29. Violations of any restrictions, or conditions, or breach of any covenant herein contained shall give the property owners in the 96.622 acres described above, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the owner; and the property owners, or their agent shall not thereby be guilty of any matter of trespass for such entry, abatement or removal.

Last signature Oct. '04

WITNESS OUR HANDS this the ___ day of _____, 2004.

David B. Haymes

Aleida T. Haymes

Dennis Abbott

Mary Jo Abbott

Russell J. Freedman

Marilyn K. Freedman

Darren Wied

Nikki L. Wied

Sam W. Wenske

Deena Wenske

Alan Crawford

Bonnie Crawford

Ed Holstein

Billie Holstein

Lynn Ferley

Sally Ferley

Neal Miller

Dee Miller

Edgar L. Murphy, Jr. Co-Trustee of the Murphy Family Trust

Janet L. Murphy Co-Trustee of the Murphy Family Trust

Grande, Inc.
Robert Ruckert, President