

EXHIBIT "A"

SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACT OF LAND

Being 1.66 acres of land, situated in Brown County, Texas, out of the BLOCK 52, KERR COUNTY SCHOOL LAND SURVEY NUMBER 274, ABSTRACT NUMBER 572, and being out of the OAK HILL CIRCLE WEST SUBDIVISION, as shown on the Plat recorded in Cabinet 5 at Slide 257, Plat Records of Brown County, Texas, and being out of a 154.93 acre Tract Number Four, that is described in a deed from Valton I. Sudderth, et ux, to Valton and Nancy Sudderth Family Trust Valton Shane Sudderth, Trustee, recorded in Volume 1314 at Page 328, Deed Records of Brown County, Texas, and further described as follows;

BEGINNING, at a 3 inch pipe post found in the North line of Oak Hill Circle, as described in a 50 foot wide Road Way, Road Dedication, recorded in Volume 1296 at Page 140, said Deed Records, from which a reference 3 inch pipe post found at the Northeast corner of said 154.93 acre tract bears, N 64° 40' 56" E 1593.01 feet, for the Southwest corner of this tract;

THENCE, N 07° 27' 55" W 221.44 feet, with a fence, to a 3/8 inch iron rod found, for the Northwest corner of this tract;

THENCE, S 89° 25' 11" E 326.50 feet, to a 3/8 inch iron rod found, for the Northeast corner of this tract;

THENCE, S 01° 25' 55" E 228.16 feet, to a 3/8 inch iron rod found in a fence, in the North line of Oak Hill Circle, for the Southeast corner of this tract;

THENCE, with a fence, along the North line of Oak Hill Circle, as follows, S 68° 39' 22" W 29.80 feet, to a 3 inch pipe post, and N 85° 17' 53" W 276.58 feet, to the point of beginning and containing 1.66 acres of land.

EXHIBIT "B"

PROPERTY RESTRICTIONS

The Grantor herein does hereby make and impose the following restrictive covenants upon all of the property hereby conveyed, which shall be covenants running with the land, to-wit:

1. No portion of the property hereby conveyed or any part thereof shall be used except for residential purposes.
2. No portion of the property hereby conveyed shall be subdivided into smaller lots or parcels of land.
3. No trailer house, trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
4. No resident or dwelling unit shall be erected upon the property hereby conveyed or re-subdivision thereof, as permitted herein, which shall contain less than Two Thousand Five Hundred (2,500) square feet of living (heated) area excluding the basement and the garage whether enclosed or not. This restriction shall not prevent the construction of attached or detached garages or other out buildings where the main building conforms to the square footage of area as herein required.
5. During the construction of any new residence, building or other improvement, the premises shall be kept in a neat and clean manner and all materials used in connection with such construction shall be picked up daily and placed in a proper receptacle so as to keep any of such materials from escaping to any adjoining properties, and that such construction site shall, at all times, be neat in appearance; and in addition thereto, the owner of the premises shall be responsible for seeing that adequate toilet facilities are available during such construction, and such toilet facilities shall be temporary and portable and shall be removed and dumped routinely from the premises and that while such facilities are on the premises, they shall not emit any odor so as to allow such odor to escape from the premises. Such temporary facilities shall be removed at the end of such construction and such owner of the premises shall be the person obligated under these restrictive covenants to see that these provisions of this paragraph are strictly adhered to.
6. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto said premises hereby conveyed.
7. Construction of new buildings and improvements only shall be allowed and new construction is limited to structures of not less than eighty percent (80%) masonry, masonry veneer, rock or stucco, exclusive of windows and doors. All fireplaces requiring ventilation to the exterior of the house shall have chimneys constructed of one hundred percent (100.0%) of masonry, masonry veneer, rock or

stucco.

8. Each mailbox shall be enclosed in masonry material identical to the masonry used on the house and must meet any requirements of the United States Postal Service.

9. No building or any part thereof, such as a porch, landing, etc., shall be erected nearer than fifty feet (50') to the front property line of said property hereby conveyed adjacent to the street or roadway which said tract faces, or nearer than fifteen feet (15') to a sideline of said tract or of the side property line formed by combining a lot and all of an adjoining lot into a building plot. If said property hereby conveyed is located adjacent to two (2) or more streets or roadways presently in existence or proposed for future development by Grantor, said parcel shall be considered to face each said street or roadway so that said fifty foot (50') distance above described shall apply and shall be considered as a front property line.

10. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

11. No noxious or offensive activity shall be carried on upon any portion of the property hereby conveyed nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No fireworks of any kind or character shall be allowed to be used at any time upon the property hereby conveyed.

12. No portion of the property hereby conveyed shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer, boat, camper, motor home, travel trailer or mobile home, tractors or any other farm equipment or machinery, unless they are stored, parked or housed inside a building so as not to be visible from outside the premises hereby conveyed.

13. No vehicle with tonnage in excess of one (1) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the premises hereby conveyed, or park in, on or about the front or side yards of the premises hereby conveyed. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other facility which will not cause an unsightly condition.

14. No animals, livestock, swine, fowl or poultry of any kind shall be raised, bred or kept on the property hereby conveyed, except that dogs, cats or other normal household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All animals which are allowed on the premises by these restrictions shall not be allowed to run at large or to roam the neighborhood unattended, and must be kept in fenced enclosures, cages, or on a leash at all times.

15. No fence shall be constructed or allowed to remain in front of the minimum building setback line and all fences behind the minimum building setback shall have a maximum height of four feet (4'). All front fences facing a street or roadway presently in existence or proposed for future development by Grantor, must be constructed of wood, wrought iron, or masonry material. Chain link fences are not allowed on the premises anywhere. The minimum building setback line referred to in this paragraph shall be the same fifty foot (50') distance as described in Paragraph Nine (9) hereinabove. If said property hereby conveyed is located adjacent to two (2) or more streets or roadways, said parcel shall be considered to face each said street or roadway. All sideline and back fences of this tract shall, prior to construction, be approved by the Trustee of Valton and Nancy Sudderth Family Trust, in so far as the type of material, location of the fence and height of the fence, and any other materials pertaining to such fences that might affect adjoining tracts proposed by Grantors for future development.

16. No portion of the property hereby conveyed shall be used or maintained as a dumping ground.

17. All garbage and trash shall be kept in properly covered receptacles and shall be stored in a safe and sanitary manner and kept out of sight except on collection days.

18. No open or outdoor privies shall be placed or permitted to be placed on the premises hereby conveyed.

19. No sign or poster of any kind shall be allowed on the premises hereby conveyed, except one sign of not more than three (3) square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

20. The construction of any storage or other out building on the premises hereby conveyed must be of new materials and completely enclosed in masonry material identical to the masonry used on the residence located on the premises hereby conveyed.

21. All propane tanks or other fuel tanks situated on the premises hereby conveyed must be completely enclosed in masonry materials identical to the masonry used on the residence located on the premises hereby conveyed or buried underground, and such propane or other fuel tank must be located on the premises hereby conveyed in such a place as not to be visible from the public street or road adjoining the premises hereby conveyed.

22. No burning of trash, brush or any other materials shall be allowed on the premises hereby conveyed.

23. No oil, gas or other mineral or mining operations of any nature shall

be permitted on the premises hereby conveyed, including the buildings, wells, tanks, excavations or derricks connected therewith.

24. No individual water supply systems shall be permitted on the premises hereby conveyed.

25. No individual sewage disposal system shall be permitted on the property hereby conveyed unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Division of Sanitary Engineering, Texas State Department of Health, or its successors, and duly inspected and approved by an authorized agent of Brown County, Texas.

26. No portion of the property hereby conveyed can be used for a street or thoroughfare without the written consent of Valton I. Sudderth, his heirs, devisees, legatees or legal representative.

27. No portion of the property hereby conveyed may be subdivided.

28. Grantee herein, his/her/their heirs, legal representatives and assigns shall keep the property hereby conveyed in a clean and orderly manner at all times. If this is not done and a complaint is filed against Owner of the premises by a majority of tract owners owning land within a one mile radius of this tract, such owners shall have the right to clean such tract and to recover the cost for such cleaning, together with ten percent (10%) interest per annum thereon from such owner.

29. No residence shall be erected upon the premises hereby conveyed other than one detached single family residence not to exceed two stories in height, or a split-level residence and a private garage for not less than two cars. All garages must be rear or side entry. Garages must be constructed in such a manner as to not open toward or face any street. Provided, however, a garage may open toward or face a street, provided it is located behind a porte-cochere which obstructs from view the entrance to such garage. A porte-cochere is defined as a large gateway allowing vehicles to drive into a courtyard. Detached garages may be connected to the house by means of a covered breezeway, but must not open toward or face any street, unless located behind a porte-cochere and whose entrance is obstructed from view behind such porte-cochere. The term "street" as used in this paragraph and other paragraphs of these restrictive covenants shall include any roadway presently in existence or proposed for future development by Grantor.

30. Single family residence shall be used for family residence purposes only and no residence may be used for boarding of persons who are not related to the Owner of the premises wither by affinity or consequence within the third degree.

31. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. All driveway approaches should be of the same material as the driveway and parking pad areas, with a minimum width of

twelve feet (12') with ten foot (10') radius returns or fifteen feet (15') minimum width with five feet (5') radius returns. Reinforced concrete or steel pipe with 6:1 sloped pipe-ends with concrete rip rap is required for all culverts under driveway approaches.

32. The owners or occupants of all or any portion of the property hereby conveyed at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

33. The owners or occupants of all or any portion of the property hereby conveyed at all times shall mow and maintain any right-of-way for streets, roads, utility easements, drainage easements which are adjacent to or cross lands owned or occupied by them.

34. The owners or occupants of all or any portion of the property hereby conveyed shall not block, impound, divert, or contaminate any stream, spring, or watercourse adjacent to or which crosses any lands owned or occupied by them, whether or not said watercourse flows continually or is seasonal.

35. There shall be no hunting or discharge of firearms of any kind allowed in, upon, or from the property hereby conveyed.

36. All service facilities, garbage cans, butane tanks and firewood storage, must be enclosed within walls or fences constructed of the same materials as the exterior of the residence situated on the property hereby conveyed so as not to be visible from outside the premises hereby conveyed and shall not be erected nearer than fifty feet (50') to the front property line of the property hereby conveyed.

37. No residence erected on the premises hereby conveyed shall be occupied until connected to a public sewer system or to an on-site waste water system which has been approved by the local and/or state governmental agency having authority to approve such waste water or sewer system.

38. No residence erected on the premises hereby conveyed shall be occupied until connected to an approved potable water supply with adequate quantity for family use and operation of an approved on-site waste water system.

39. No above ground swimming pools shall be erected, constructed or placed upon the premises hereby conveyed.

40. The covenants, restrictions, conditions and limitations set forth herein, shall be covenants running with the title of the above described tract and every part thereof.

41. Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or

limitations, either to restrain violations or to recover damages.

42. Should it become necessary for the Owner/developer, seller or an owner to retain the services of an attorney for the specific enforcement of the restrictions contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.

43. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

44. No part or any portion of the **surface estate** of the property hereby conveyed shall ever be used for the erection or placement thereon of any tower, storage facilities and/or tank of whatsoever nature, character or description, including, but not limited to, wind turbines; radio tower; television tower; telephone tower; satellite tower; aviation tower and water tower or tank. This to the end, that the surface estate hereby conveyed shall be used only for "single family" dwelling purposes, as allowed by these restrictive covenants provided in this Exhibit "B".

45. Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain and continue in full force and effect.

46. These restrictions shall be considered covenants running with the land and shall bind the purchasers, their heirs, executors, administrators and assigns, and if the parties hereto, or any of them, or their heirs, successors or assigns, shall violate, or attempt to violate, any of these covenants or restrictions herein contained, *it shall then be lawful for any other person, persons, or entity owning an interest, either legal or equitable, in and to any other adjoining or abutting property along the County Road known as "Oak Hill Circle", which said owners or person or entities who have an interest therein, predecessor in title has been Valton and Nancy Sudderth Family Trust or Valton and Nancy Sudderth individually; to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any such covenant or restriction, and either to prevent them or him from doing so or to recover damages, or other dues, for such violation. This paragraph shall also apply to any future extension of said roadway commonly known as Oak Hill Circle.*

TAX CERTIFICATE

Issued By:
BROWN COUNTY APPRAISAL DISTRICT
403 FISK ST 325-643-5676
BROWNWOOD, TX 76801

Property Information	
Property ID:	39513 Geo ID: A0572-0018-00
Legal Acres:	173.8330
Legal Desc:	KERR COUNTY SCHOOL LAND, SURVEY 274, ABSTRACT 572, BLOCK 34, 51, 52, ACRES 173.833
Situs:	7401 HWY 377 S BROWNWOOD, TX 76801
DBA:	
Exemptions:	

Owner ID: 55427 100.00%
SUDDERTH, VALTON & NANCY FAMILY TRUST
VALTON SHANE SUDDERTH TRUSTEE
65 OAK HILL CIR
BROWNWOOD, TX 76801-8785

For Entities	Value Information	
BROWN COUNTY	Improvement HS:	34,070
BROWNWOOD ISD	Improvement NHS:	21,640
ROAD & FLOOD	Land HS:	2,130
	Land NHS:	0
	Productivity Market:	367,880
	Productivity Use:	14,670
	Assessed Value	72,510

Property is receiving Ag Use

YEAR INST
2018 4
1300994 PAGE 9 OF 11

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 02/12/2018

Total Due if paid by: 02/28/2018

0.00

Tax Certificate Issued for:	Taxes Paid in 2017
BROWN COUNTY	389.88
BROWNWOOD ISD	881.07
ROAD & FLOOD	62.36

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

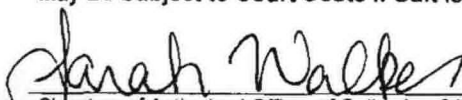
Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 02/12/2018
Requested By: VALTON, IVAN SUDDERTH
Fee Amount: 10.00
Reference #:


Signature of Authorized Officer of Collecting Office

* Prepared by: Pfingsten Surveyors, P.C.
* Routine: List Coordinates Coord File 2059-18.CRD 2/02/18 10:41:36
* Input Scale Factor: 1.000000 Output Scale Factor: 1.000000

Pt.No.	Code	North	East	Elevation	Desc.
6		10562438.516	2709961.647	1601.72	3pp
8		10562415.844	2710237.298	1599.02	3pp
20		10562658.083	2709932.876	1604.03	.38 fd
23		10562654.776	2710259.357	1598.32	.38 fd
40		10562426.692	2710265.058	1599.28	.38fd

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 1800994

FILED FOR REGISTRATION FEBRUARY 20, 2018 10:00AM 10PGS \$62.00

SUBMITTER: PLAT VOL 5 PG 272

RETURN TO:

PLAT VOL 5 PG 272

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

JA