



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION

TRACT 5

13.710 ACRES

**IN THE PETER K. BARTLESON SURVEY, ABSTRACT NUMBER 84
COLORADO COUNTY, TEXAS**

BEING a 13.710 acre tract situated in the Peter K. Bartleson Survey, Abstract Number 84, Colorado County, Texas, being a portion of that certain called 379.34 acre tract described in instrument to Hawthorne Land, LLC, recorded in Volume 978, Page 259 of the Deed Records of Colorado County, Texas (D.R.C.C.T.), said 13.710 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe found in the apparent common line of said Bartleson Survey, and the George H. Little Survey, Abstract Number 662, the intersection of the easterly margin of County Road 48-1/2 (CR 48-1/2) with the southeasterly margin of Farm-to-Market 2761 (F.M. 2761), recorded in Volume 231, Page 271, D.R.C.C.T., for the westerly corner of said 379.34 acre tract;

THENCE North 42°22'06" East, 2,879.84 feet, with the apparent common line of said Bartleson Survey and said Little Survey, the southeasterly margin F.M. 2761, the northeasterly line of said 379.34 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the **POINT OF BEGINNING**, being the northwesterly corner of the herein described 13.710 acre tract;

THENCE North 41°50'56" East, 320.71 feet, continuing with said apparent common line of said Bartleson Survey and said Little Survey, the southeasterly margin of said F.M. 2761, the northwesterly line of said 379.34 acre, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner, being the northerly corner of the herein described 13.710 acre tract;

VDI 1000 283

THENCE severing, over and across said 379.34 acre tract the following three (3) courses and distances:

1. South 44°19'05" East, 1,865.27 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 41°28'03" West, 320.87 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. North 44°19'04" West, 1,867.41 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the southeasterly margin of said F.M. 2761, to the **POINT OF BEGINNING**;

CONTAINING a computed area of 13.710 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on November 4, 2021, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number K213-02_ Tract 5-NEW.

Bearings recited hereon are based on GPS observations and are reference to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, South Central Zone (4204), grid measurement.

February 17, 2022
Date



Carey A. Johnson
R.P.L.S. No. 6524

vn 1000 284



Scale: 1" = 200'



MAP LEGEND

- Set Iron Rod w/ TPS Cap
- Found Survey Monument
- Calculated Corner
- ⊙ Found Fence Corner Post
- OHP — Overhead Power Line
- PP — Power Pole
- Telephone Pedestal
- Edge of Road - Asphalt/Gravel
- Wire Fence
- δ Pipeline Marker

LINE	BEARING	DISTANCE
L1	N 42° 22' 06" E	2879.84'
L2	N 41° 50' 56" E	320.71'
L3	S 41° 28' 03" W	320.87'

GEORGE H. LITTLE SURVEY
ABSTRACT No. 662

FARM TO MARKET ROAD 2761
(VOL. 231, PG. 271, D.R.C.C.T.)

POB
SET 1/2" I.R.
W/TPS CAP

POC
FND 3/4" I.R.

APPARENT SURVEY LINE

PETER K. BARTLESON SURVEY
ABSTRACT No. 84

REMAINDER OF
HAWTHORNE LAND, LLC
CALLED 379.34 ACRES
VOL. 978, PG. 259
D.R.C.C.T.

TRACT 5 13.710 ACRES

PORTION OF
HAWTHORNE LAND, LLC
CALLED 379.34 ACRES
VOL. 978, PG. 259
D.R.C.C.T.

REMAINDER OF
HAWTHORNE LAND, LLC
CALLED 379.34 ACRES
VOL. 978, PG. 259
D.R.C.C.T.

N 44° 19' 04" W 1867.41'

S 44° 19' 05" E 1865.27'

SET 1/2" I.R.
W/TPS CAP

L3

SET 1/2" I.R.
W/TPS CAP

BOUNDARY SURVEY

BEING a 13.710 acre tract situated in the Peter K. Bartleson Survey, Abstract Number 84, Colorado County, Texas, being a portion of that certain called 379.34 acre tract described in instrument to Hawthorne Land, LLC, recorded in Volume 978, Page 259 of the Deed Records of Colorado County, Texas (D.R.C.C.T.), said 13.710 acre tract being more particularly described by attached metes and bounds description.

Purchaser: Spencer Grogan
Survey: Peter K. Bartleson Survey A-84
Area: 13.710 Acres
Colorado County, Texas
Job No.: K213-02_Tract 5-NEW
Scale: 1" = 200'
Date: 11/04/2021
Drawn By: LEG/DED
Field Crew: TC
Checked By:
Revised:

No portion of this property appears to lie within the 100 Year Floodplain per graphic scaling of Community Panel No.s 48089C0300D & 48089C0325D having an effective date of 02/04/2011.

General Notes

1) This survey was performed without benefit of a current title report. Surveyor did not abstract title and does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on survey.

Basis of Bearings:

Bearings shown hereon are based on GPS observations and are referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone (4204), grid measurement.

I hereby certify that this survey was this day made under my supervision on the ground of the above described property, and that the above plat or drawing reflects the findings on the ground of the property at this time and that this survey meets the minimum standards of practice as approved by the Texas Board of Professional Land Surveying.



Carey A. Johnson
Registered Professional Land Surveyor No. 6524

TEXAS
PROFESSIONAL
SURVEYING, LLC
3032 N. FRAZIER STREET - CONROE, TX 77303
PH (936) 756-7447 - FAX (936) 756-7448
www.surveyingtexas.com
FIRM REGISTRATION No. 100834-00

AGE 285
1000

Exhibit B - Land Use Restrictions

Definitions

“Applicable Law” means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property (the “Property”) addressed in the provision of these Land Use Restrictions in which the term appears.

“Covenants” means the covenants, conditions, and restrictions in this these Land Use Restrictions.

“Owner” means every record owner of a fee interest of lands within the boundary of the Property, whether in whole or in part, any later tenant, lessee, or occupant of lands within the boundary the Property, whether in whole or in part.

“Real Property Records” means the real property records of the county or counties in which the Property is located.

“Structure” means any improvement on the Property, including, but not limited to, a building, barn, garage, storage unit, pool, stock tank, fence, wall, patio or paved outdoor seating area, driveway, and walkway.

“Tract” means a lot of land containing some or all of the Property.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants; Authority of Declarant

1. Declarant is the Owner of the Property described in Exhibit A and imposes the Covenants on the Property. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
3. Each Owner or occupant of any portion of the Property agrees to comply with these Land Use Restrictions.
4. The restrictions and covenants in this instrument will inure to the benefit of and be enforceable by the Declarant and any present or future owner of an interest in the Property.
5. Declarant, and their successors and assigns, and any owner of any parcel of the Property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to

prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.

6. FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.
7. ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

B. Building Lines and Requirements

1. *Building Lines.* The building lines of the Property shall be:
 - a. General – All structures shall be constructed at least 10 feet from any boundary line of any Tract containing the some or all the Property.
 - b. Not affected by Subdivision – These requirements apply to any Tracts created by the division or combination of any lands containing any portion of the Property.
 - c. Fencing Exception: For this paragraph, fences and walls are excluded from the Building Lines requirements within this paragraph.
 - d. Utility Easement: Grantor reserves a utility easement 30 feet wide along the boundary line of any Tract containing some or all of the Property.
2. *Bridges and Culverts.* Bridges constructed on or over the Property shall have at least 18 inches of clearance, or greater clearance if required by the County or municipality where the Property is located.

C. Use and Activities

1. *Permitted Use.* The Property may be used for any lawful use or purpose, subject to the limitations of paragraph C (2), below.
2. *Prohibited Activities.* Prohibited activities are—
 - a. any activity in violation of these restrictions;
 - b. any activity prohibited by Applicable Law;
 - c. Livestock and Poultry: Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:

- i. All horses, cattle or other livestock or animals shall be kept enclosed on the Tract by suitable fencing.
 - ii. No swine may be bred, kept or maintained on any Tract containing some or all of the Property, except one (1) per acre, owned for personal consumption or show competition.
 - iii. No chickens, turkeys or other poultry may be kept or raised in this project, except twenty-five (25) per acre owned for personal consumption or show competition, but shall be limited to one hundred (100) in the aggregate at any one time.
 - iv. Horses are permitted on the Property.
 - v. Cattle are permitted on the Property, but feed lots are NOT permitted.
 - vi. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.
- d. Garbage & Refuse Disposal: Each Tract including any improvements on the Tract shall be maintained:
- i. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each Owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.
 - ii. Sewage Disposal. All dwellings placed on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The system must be maintained at all times so as to not cause an environmental hazard or smell.
 - iii. No outside, open or pit type toilets will be permitted on the Property.
 - iv. All dwellings constructed on this Property, prior to occupancy, must have a sewage disposal system installed.
- e. Vehicles: No Tract shall be used as a storage or salvage yard.
- f. Other Prohibited Uses: 1) Smelting of iron, tin, zinc or other ores refining of petroleum or its products; 2) industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities; 3) resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business; 4) a tavern, bar, or nightclub, or any other similar establishment; 5) an adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business; 6) any sexually oriented business, as the term is generally construed, or 7) commercial skeet, trap, pistol or rifle range.

- g. Nuisances: No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.
- h. Further Subdivision: No Tract may be further subdivided so it creates a Tract that is less than one (1) acre. No Tract may be further subdivided unless there are no liens on the Tract.
- i. any storage of—
 - i. items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals, unless they are customarily used in the business operated on the Property, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
- j. Billboards. No billboards shall be erected on the Property. Owners may place signs for the sale, lease or rental of the Property or for business conducted on the Property.
- k. Damaged Structures. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within two-hundred seventy (270) days and the Tract restored to a clean and orderly condition.
- l. Mobile Homes and Trailers. Any mobile homes or trailers moved onto or installed on the Property must be less than 10 years old as of the date they are moved onto or installed on the Property.

D. Subordination

No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

E. Binding Effect

The restrictions in this instrument will run with the land and will bind all persons having any right, title, or interest in or to the Property or any part of such property, and their heirs, successors, and assigns.

003. 1000.

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FILED FOR RECORD
COLORADO COUNTY, TX

2022 MAY -4 AM 11:36

KIMBERLY MENKE *mh*
COUNTY CLERK

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

MAY - 9 2022



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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