

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

**FOR**

**BAETHE ESTATES**

THE STATE OF TEXAS                   ~  
  ~       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WALLER                   ~

That James C. Henderson dba James C. Henderson Construction, (herein called the "Declarant") is the owner of the

following described real property located in Waller County, Texas known as the

**Baethe Estates** (herein sometimes called the "Subdivision") more

fully described:

- (a) *Tract 1 being out of and a part of the H & T.C.R.R. Co. Survey, Abstract 302, Section 60, Waller County, Texas and being all of that certain called 3.000 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman by Fred A. Hill and Wife, Betty J. Hill in deed recorded in Volume 339, Page 887 of the Deed Recorded of Waller County Texas, and being a portion of that certain called 12.00 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman as described in deed recorded in Volume 262, Page 982 of the above said deed records and conveyed to James Henderson dba James C Henderson Construction in Instrument #1504670 of the Official Public Records of Waller County, Texas as described in Exhibit A Warranty Deed.*
- (b) *Tract 2-being out of and a part of the H & T.C.R.R. Co. Survey, Abstract 302, Section 60, Waller County, Texas and being a portion of that certain called 12.00 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman as described in deed recorded in Volume 262, page 982 of the above said deed records and conveyed to James Henderson dba James C Henderson Construction in Instrument #1504670 of the Official Public Records of Waller County, Texas as described in Exhibit A Warranty Deed.*
- (c) *As per proposed final plat of Baethe Estates as shown on Exhibit "B"*

Declarant desires to impose upon the Subdivision all the protective covenants, conditions and restrictions as set out herein, and to hereby impose a common plan and scheme of Restrictive Covenants applicable to the Subdivision so that there be a uniform plan for the improvement and development thereof and, to that end, Declarant desires to and does hereby impress and impose upon the Subdivision a universal scheme of restrictive covenants, each of which covenants shall run with the land and shall bind the Declarant and all persons hereafter owning or claiming any interest in any portion of the Subdivision for the period hereafter specified: and which such covenants shall inure to the benefit of and be enforceable by the Declarant and all future owners of any portion of the Subdivision, and their respective heirs, executors, administrators and assigns.

NOW, THEREFORE, it is hereby declared:

- (a) That all of the Subdivision shall be owned, held, used and encumbered, occupied, sold, conveyed and enjoyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Subdivision, and shall run with the land of the Subdivision, and shall inure to the benefit of and shall be binding on all parties having any right, title or interest in or to the Subdivision or any part thereof, their heirs, successors and assigns; and that to effect such ends the Declarant hereby impresses upon the Subdivision the herein after provided covenants, restrictions and reciprocal negative easements; and,
- (b) That each and every deed, conveyance, deed of trust and all other contracts and agreements of every type and character that may hereafter be executed with regard to the Subdivision, any Subject Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out and/or referred to in any said document, to-wit:

## I DEFINITIONS

In addition to their common meaning, the following terms shall have the following meanings and definitions as used herein:

1.01 Owners. "Owner or Owners" as used herein shall refer to:

- (a) Declarant, for so long as Declarant has any right, title or interest in or to any Subject Property; and,
- (b) Each and every Grantee of Declarant and their respective heirs,

successors and assigns; and,

- (c) Any owner of any estate, interest or title to any Subject Property who shall later join in these covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein (including but not limited to any document which incorporates this restrictive covenant agreement reference); and,
- (d) All persons claiming any right, title or interest in or to any Subject Property, and their respective heirs, assigns, executors, administrators and successors.

- 1.02 **"Subject Property"** (and Subject Properties) means and includes each and all of the platted lots or parcels located in Baethe Estates including any subdivision, re-subdivision, modification, consolidation or re-designation of a Subject Property permitted by the terms hereof.
- 1.03 **"Subdivision"** means the **Baethe Estates** as described in Exhibit "A" hereunto and the Plat (as such Plat may be amended as herein provided) as per Exhibit "B".
- 1.04 **"Protective Covenants"** and /or **"Covenants"** shall mean and be a reference to all of the covenants, conditions, and restrictions set out in this Declaration. Perhaps among other references, this agreement is herein sometimes referred to as the **"Declaration"** and/or **"Restrictive Covenant Agreement"**.
- 1.05 References contained herein to the **"Official Public Records of Waller County, Texas"** and all similar references shall be deemed to be a reference to the official real property records of Waller County, Texas maintained by the office of the Waller County, Clerk; regardless of the name by which such records may be known at the relevant time.

## **II.** **RESIDENTIAL USE ONLY**

- 2.01 **Residential Purposes.** Every Subject Property located within the Subdivision shall be used for single family residential purposes only, and no building or structure shall be erected, altered or placed on any Subject Property other than one detached garage for automobiles and equipment of the occupant, and barn, well house and similar outbuildings reasonably suitable and customary for use in connection with a residence in a rural environment consistent with and as permitted by terms hereof.

The terms **"Residential Purposes"** and **"Residence"** as used herein shall not

be construed to permit barns, tents, campers, trailers, mobile homes or manufactured housing to be used as a residence except for the limited purposes set out herein. Under no circumstances shall mobile homes, temporary buildings or any structures other than those permitted hereby be erected or placed on an Subject Property for any purpose not expressly permitted under the terms hereof. No structure of a temporary character, including any trailer, mobile home, tent, shack or other outbuilding shall ever be used or permitted to be used on any Subject Property at any time as a residence, either temporarily or permanently; provided, however, that this provision shall not operate or be construed to:

- (a) prohibit the use of tents and RV's in connection with periodic recreational camping. However unless removed from the Subject Property when not actively camping, the RV shall be parked inside or under an approved structure.
- (b) prohibit the use of an RV or living quarters in an approved outbuilding for full time living during the construction of the main residence.

2.02 **One Residence.** Only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to outbuildings as may be permitted hereunder, it shall be permissible for a guest house and/or servant's quarters to be constructed and located on a subject property if and only if the same comply with the terms hereof and are ancillary to an existing single family residential structure which complies with the terms hereof.

2.03 **Square Footage Minimums & Related Matters.** No residence shall be constructed on any Subject Property in the Subdivision which has a first floor air-conditioned living area of less than 1,800 square feet (excluding porches, garages, patios, and the like). No guest house or servant's quarters may be constructed on any Subject Property which has a first floor living area of less than 500 square feet or more than 50% of the square footage of the main dwelling. All buildings shall comply with the standards of Waller County and the State of Texas.

2.04 **Garages and Carports.** Every residence shall have a garage or carport (either attached or detached) with minimum outside dimensions of twenty (20) feet by twenty (20) feet.

2.05 **Time for Construction.** Construction of the primary residence structure on a Subject Property must be completed to occupancy within one (1) year of date such construction commences. One barn/outbuilding/shop/storage building may be constructed before the primary residence, but the construction of such building must be completed within six (6) months after the date construction commences on such building. Construction shall be deemed to "commence" at the time initial construction materials are delivered to the Subject Property.

- 2.06 **Sewage.** All residences constructed in the Subdivision shall have inside toilets and inside plumbing attached to septic tanks or other sewage or waste disposal systems approved by an appropriate governmental entity prior to connection thereto. There shall be no cesspools in the Subdivision, and all sewage waste and wastewater must be disposed of only through properly permitted, approved and constructed septic tanks and drain fields. All sewer, septic and water shall comply with the standards of Waller County and the State of Texas.
- 2.07 **Set-Back Lines.** All residences, barns, sheds, carports or buildings of any nature shall be constructed on Subject Property no closer than 50 feet to any public road or front building line and no closer than 20 feet to any side or rear property line.
- 2.08 **Fencing** The architecture of the fencing on the side and front of the property may not be changed and all other fencing will be allowed only from the rear residence building line to the rear property line. No animals are allowed to be fenced in the front of the residence and no storage or building of any kind is allowed in the front of the residence. The exception to this restriction is for lot 6 where the architectural fencing must remain on the Baethe and Penick road frontage and all other fencing is allowed from the rear and west side of the home.
- 2.09 **Utility Lines and Poles** All secondary utility lines shall be placed underground. No poles, masts or antennas shall be permitted.

### III.

#### **RESUBDIVISION & CONSOLIDATION**

- 3.01 **Resubdivision by Declarant.** The Declarant or any Owner may not re-subdivide any Subject Tract owned by Declarant or any Owner into one or more lots or parcels of land.

### IV.

#### **ANCILLARY BUSINESS USAGE**

- 4.01 **Permitted Usage.** Personal gardening, farming and the raising of domestic livestock and other matters expressly permitted herein shall not constitute a business use which violates the terms of these Restrictive Covenants.
- 4.02 **Animals and Livestock.** Each Subject Property within the Subdivision shall be allowed to keep one animal unit per  $\frac{1}{4}$  acre, exclusive of family pets. For purposes of calculating one animal unit, cows and horses shall each count as one animal unit, and sheep or goats shall be considered one-half animal unit. A mother and her unweaned offspring shall constitute one animal unit. No swine shall be allowed within the Subject Property except for bonafide FFA or 4-H projects, and then only for the time required to properly complete such FFA or

4-H projects, and each Subject Property shall be limited to no more than 3 pigs for the project. Chickens or any manner of fowl shall be limited to ten (10) per subject property except for bonafide FFA or 4-H projects and then only for the time required to properly complete such FFA or 4-H project. Donkeys are prohibited.

- 4.03 **Commercial** Commercial activities must be entirely contained within the residence. There shall be no evidence of commercial activity outside the residence this includes any signage related to the business.

## V.

### **USAGE AND OTHER RESTRICTIONS**

- 5.01 **Noxious, Illegal or Offensive Activities.** No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property. No noxious, offensive or illegal uses or activities may be conducted or permitted on any Subject Property. No activities, uses or conditions shall be done, permitted or maintained on any Subject Property which is or becomes a nuisance.
- 5.02 **General Maintenance & State of Repair.** Each Owner or occupant of a Subject Property shall keep the Subject Property clean and free of trash, automobile and machinery salvage, and shall maintain improvements in a good state or repair. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Subject Property, and no odors shall be permitted to arise from any Subject Property which causes or renders a Subject Property or any portion thereof to be unsanitary, unsightly, offensive or detrimental to any other Subject Property or to its Owners or occupants.
- 5.03 **No Salvage or Inoperative Equipment.** No stripped down, wrecked, junked or inoperable vehicle (severally and collectively a "Junk Vehicle") shall be kept, parked, stored or maintained on any portion of any Subject Property which is visible to public view from any road or from any lands within the Subdivision or from any lands adjacent to a Subject Property. Any and every Junk Vehicle must be at all times kept inside a closed garage or barn.
- 5.04 **Dumping.** No trash, ashes, garbage or other refuse may be thrown or dumped on any Subject Property in the Subdivision. No Subject Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. Refuse, garbage, and trash shall be kept at all times in covered containers, and all equipment for the storage or such materials shall be kept in a clean and sanitary condition.
- 5.05 **Damaged or Destroyed Improvements.** Any building(s), structure(s) or improvement(s) on any Subject Property which may be destroyed partially or totally by fire, windstorm, storm or by any other means or cause shall be repaired

and restored to its original condition within one (1) year after the event(s) causing such damage or destruction. If such repair or restoration of improvements is not completed within said 1 year period, then such damaged or destroyed improvement(s) shall be demolished and removed from the Subject Property within 90 days thereafter; all at the sole cost of the Owner of the Subject Property.

- 5.06 **Family Pets.** No Owner shall be permitted to maintain more than (3) family pets per Subject Property. At all times family pets shall be under the control of the Owner and not allowed to roam freely and unattended beyond the limits of the Owner's Subject Property.
- 5.07 **Signs.** No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Subject Property except a "For Sale" sign which shall be dignified and in keeping with the attractiveness of the Subdivision. This provision shall not apply or operate to prohibit the display of small signs evidencing support for a political candidate or the support or opposition of a political referendum or amendment for a reasonable period of time prior to an election.
- 5.08 **Outside Storage of Items.** Boats, trailers, RVs, implements or any items stored outside may be stored on any Subject Property provided that such items shall be located only behind the rear building line of the residence.

## VI EASEMENTS

- 6.01 **Utility Easements.** Easements for constructing, maintaining, and repairing a system for electricity, power, telephone and other utility services to the Subdivision and the inhabitants thereof are reserved as shown in the Plat.
- 6.02 **Beneficiaries of Easements.** All easements shown on the Plat or otherwise are hereby reserved and confirmed for the use and benefit of the Declarant and every other Owner of a Subject Property, and their respective heirs, successors and assigns.
- 6.03 **No Easement Interference.** No structure or other improvements or objects of any type shall be erected or maintained upon any of said easements.

## VII ENFORCEMENT, AMENDMENT, AND TERMINATION

- 7.01 **Enforcement.** The following persons shall each have the right and power (but not a duty or obligation) to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the

provisions of this Restrictive Covenant Agreement (as the same may be amended from time to time):

- (a) Each Owner of a Subject Property; and,
- (b) The Declarant, for so long as the Declarant owns any part of the Subdivision or any other right, title, interest or claim related thereto.

7.02 **No Waiver.** The failure to enforce or to seek enforcement or any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.03 **Binding Nature.** The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land comprising the Subdivision, and shall inure to the benefit of and shall be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.

7.04 **Term.** Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the Effective Date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.

7.05 **Amendment/Termination.** This Restrictive Covenant Agreement may be amended, modified or terminated only by the following means and methods:

(a) Subject to the provisions of sub-paragraph "(b)" below, this Restrictive Covenant Agreement may be amended, modified or terminated at any time only by a recorded written instrument signed and acknowledged by the Owners of not less than seventy percent (70%) of the Subject Properties (the lots) comprising the Subdivision at the time of the filing such instrument with the County Clerk of Waller County, Texas. No amendment, modification or termination hereof shall be effective, however, until such property executed document is filed with the Waller County Clerk for recording in the Official Public Records of Waller County, Texas. Any such amendment, modification or termination shall make specific reference to this Restrictive Covenant Agreement.

(b) Provided, however, that for so long as Declarant owns any interest in this subject Property, no amendment, modification or termination of this Restrictive Covenant Agreement shall be valid or binding on any person unless and until Declarant has joined therein or consented thereto by a written instrument signed and acknowledged by Declarant (or Declarant's heirs, successors or administrators) and filed with the County Clerk of Waller County, Texas for recording in the Official Public Records of Waller County, Texas.



- 7.06 **Severability.** The provisions of these restrictions shall be deemed independent and severable, and the invalidity of or partial invalidity of any portion thereof by judgment or court order shall in no way affect any of the other provisions hereof and all of the other provisions hereof shall remain in full force and effect.
- 7.07 **Law and Venue.** This Declaration shall be construed in accordance with the laws of the State of Texas. This instrument is and shall be deemed to be wholly performable in Waller County, Texas; where venue shall be for any action touching or concerning this Declaration or any matter related hereto.
- 7.08 **Construction.** If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, the general purposes and objectives of these Restrictive Covenants shall govern.
- 7.09 **Captions.** The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.
- 7.10 **Pronouns, etc.** The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other gender, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.
- 7.11 **Multiple Originals.** This Restrictive Covenant Agreement may be executed in multiple originals, each of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Declarant hereby executes this Restrictive Covenant Agreement as of the 6<sup>th</sup> day of November, 2015 (the "Effective Date").

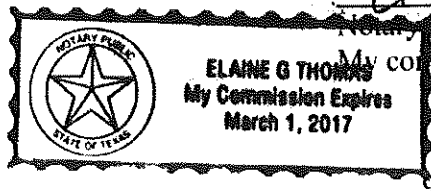
  
 \_\_\_\_\_  
 James C. Henderson, Declarant

THE STATE OF TEXAS

COUNTY OF WALLER

This instrument was acknowledged before me on the 6<sup>th</sup> day of November, 2015 by James C. Henderson.

  
 \_\_\_\_\_



Notary Public, State of Texas  
 My commission expires: March 1, 2017

COPY

WARRANTY DEED  
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

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

THE STATE OF TEXAS            §  
  §  
COUNTY OF WALLER           §

THAT THE UNDERSIGNED, LARRY R. HICKMAN, a single person (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by JAMES HENDERSON DBA JAMES C. HENDERSON CONSTRUCTION (herein called "Grantee"), whose address is 15550 FM 362, WALLER, TEXAS 77484, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00) DOLLARS (herein called the "Note"), payable to the order of PROSPERITY BANK (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to DAVID ZALMAN, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

TRACT 1: BEING OUT OF AND A PART OF THE H. & T. C. R. R. CO. SURVEY, ABSTRACT 302, SECTION 60, WALLER COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 3.000 ACRE TRACT CONVEYED TO LAWRENCE HICKMAN AND WIFE, EVELYN HICKMAN BY FRED A. HILL AND WIFE, BETTY J. HILL IN DEED RECORDED IN VOLUME 339, PAGE 887 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 12.000 ACRE TRACT CONVEYED TO LAWRENCE HICKMAN AND WIFE, EVELYN HICKMAN AS DESCRIBED IN DEED RECORDED IN VOLUME 262, PAGE 982 OF THE ABOVE SAID RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TRACT 2: BEING OUT OF AND A PART OF THE H. & T. C. R. R. CO. SURVEY, ABSTRACT 302, SECTION 60, WALLER COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 12.000 ACRE TRACT CONVEYED TO LAWRENCE HICKMAN AND WIFE, EVELYN HICKMAN, AS DESCRIBED IN DEED RECORDED IN VOLUME 262, PAGE 982 OF THE ABOVE SAID DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, including the easement for coolant circulation line, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

*As shown on Exhibit "A" Attached*  
*[Signature]*

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof.

RECORDED BY  
AMERICAN TITLE COMPANY  
GF 1489-15-1039

Declaration and Covenants Conditions  
and Restrictions for Baethe Estates

Exhibit A

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the VENDOR'S LIEN, including the SUPERIOR TITLE, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED as of date acknowledged to be effective JULY 20, 2015.

GRANTOR:

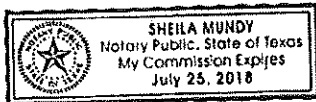
Larry R. Hickman  
LARRY R. HICKMAN

GRANTEE:

James C. Henderson  
JAMES HENDERSON DBA JAMES C. HENDERSON CONSTRUCTION

THE STATE OF TEXAS §  
COUNTY OF Harris §

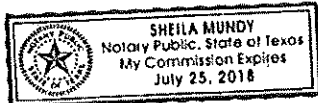
This instrument was acknowledged before me on the 20 day of July, 2015, by LARRY R. HICKMAN.



Sheila Mundy  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of July, 2015, by JAMES HENDERSON DBA JAMES C. HENDERSON CONSTRUCTION.



Sheila Mundy  
NOTARY PUBLIC, STATE OF TEXAS

After Recording Return to:

JAMES HENDERSON DBA JAMES C. HENDERSON CONSTRUCTION  
15550 FM 362  
WALLER, TEXAS 77484

## Exhibit "A"

### TRACT 1:

BEING out of and a part of the H. & T. C. RR. Co. Survey, Abstract 302, Section 60, Waller County, Texas, and being all of that certain called 3.000 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman by Fred A. Hill and wife, Betty J. Hill in deed recorded in Volume 339, Page 887 of the Deed Records of Waller County, Texas, and being a portion of that certain called 12.000 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman as described in deed recorded in Volume 262, Page 982 of the above said deed records, and being more particularly described by metes and bounds as follows:

NOTE: The bearings in this description are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83, as determined from GPS observations;

BEGINNING at a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner at the northwest corner of the above referenced called 3.000 acre tract;

THENCE N87°54'41"E along the north line of said tract a distance of 559.88 feet to a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner at the northwest corner of that certain tract conveyed to Jesus Vela and wife, Rosie Vela in deed recorded in Volume 385, Page 132 of the above referenced deed records;

THENCE S02°04'19"E along the west line of said Vela tract and the east line of the called 3.000 acre tract, a distance of 233.31 feet to a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner at a fence post, said point being the southwest corner of the said Vela tract and the southeast corner of the called 3.000 acre tract, and being in the north line of the called 12.000 acre tract;

THENCE N87°54'25"E along the north line of the called 12.000 acre tract and the south line of the Vela tract, a distance of 542.06 feet to a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner;

THENCE S02°50'49"E a distance of 134.00 feet to a 5/8" iron rod set for corner;

THENCE N87°54'51"E a distance of 387.94 feet to a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner in the east line of the called 12.000 acre tract and the west line of Penick Road;

THENCE S 02°03'30"E along the east line of the called 12.000 acre tract and the west line of Penick Road, a distance of 199.99 feet to a 5/8" iron rod found for corner in the north line of that certain tract conveyed to Waller County in Volume 299, Page 759 of the previously mentioned deed records, and being the north line of Baethe Road;

THENCE S87°55'21"W along the north line of Baethe Road, a distance of 1,491.64 feet to a 5/8" iron rod with plastic cap stamped "Arborleaf" set for corner in the west line of the called 12.000 acre tract;

THENCE N02°04'19"W along the west line of the called 12,000 acre tract, at a distance of 332.66 feet pass a 1 1/4" iron pipe found at the northwest corner of the called 12.000 acre tract and the southwest corner of the called 3.000 acre tract, and continuing along the west line of the called 3.000 acre tract for a total distance of 566.97 feet to the PLACE OF BEGINNING, containing 13.234 acres of land, more or less.

TRACT 2:

BEING out of and a part of the H. & T. C. RR. Co. Survey, Abstract 302, Section 60, Waller County, Texas, and being a portion of that certain called 12.000 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman, as described in deed recorded in Volume 262, Page 982 of the above said deed records, and being more particularly described by metes and bounds as follows;

NOTE; The bearings in this description are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83, as determined from GPS observations;

COMMENCING at a 1 1/4" Iron pipe found at the northeast corner of the called 12.000 acre tract, in the west line of Penick Road;

THENCE S 02°03'30" E along the east line of said tract and the west line of Penick Road, a distance of 333.95 feet to a 5/8" iron rod found for corner at the northeast and BEGINNING corner of the tract herein described, same being the northeast corner of that certain called 0.5488 acre road easement conveyed to Waller County in Volume 299, Page 759 of the Deed Records of Waller County, Texas, and being the intersection of the west line of Penick Road and the north line of the road easement for Baethe Road;

THENCE continuing S02°03'30"E a distance of 16.00 feet to a nail set for corner at the southeast corner of said road easement;

THENCE S87°55'21" W a distance of 1,491,64 feet along the south line of said road easement to a 5/8" iron rod with cap stamped "Arborleaf" set for the southwest corner of the tract herein described and the southwest corner of the called 0.5488 acre tract;

THENCE N02°04'19"W along the west line of said tract a distance of 16.00 feet to a 5/8" iron rod with cap stamped "Arborleaf" set for corner in the north line of the road easement for Baethe Road;

THENCE N87°55'21"E along the north line of said road easement, a distance of 1,491.64 feet to the place of BEGINNING, containing 0547 acre (called 0.5488 acre) of land, more or less.

EXHIBIT "B"

DESCRIPTION OF AN EASEMENT FOR COOLING SYSTEM LINES

Being out of and a part of the H.R.T.C. R.R. Company Survey, Abstract 302, Waller County, Texas, and being across a portion of that certain called 12.000 acre tract conveyed to Lawrence Hickman and wife, Evelyn Hickman in Volume 262, Page 982, Waller County Deed Records, and that certain called 3.000 acre tract conveyed to Lawrence Hickman, and wife, Evelyn Hickman in Volume 339, Page 887 of the above said deed records, and being more particularly described as follows:

COMMENCING at the northeast corner of the called 3.000 acre tract, same being the northwest corner of that certain tract conveyed to Jesus Vela and Rosie Vela in Volume 385, Page 132, WCDR;

THENCE S02°04'19"E a distance of 40.00 feet to the BEGINNING corner of the easement herein described;

THENCE continuing along the east line of the called 3.000 acre tract and the west line of the Vela tract S02°04'19"E 193.31 feet to a 5/8" iron rod for corner at the southeast corner of the called 3.000 acre tract and the southwest corner of the Vela tract, and being in the north line of the called 12.000 acre tract;

THENCE N87°54'25"E along the north line of the called 12.000 acre tract and the south line of the Vela tract S42.06 feet to the northeast corner of the easement herein described;

THENCE S02°50'49"E a distance of 10.00 feet to a point for corner;



THENCE S87°54'25"W along a line 10 feet south of and parallel with the north line of the called 12.000 acre tract a distance of 557.06 feet to a point for corner;

THENCE N02°04'19"W along a line 15 feet west of and parallel with the east line of the called 3.000 acre tract a distance of 163.31 feet to a point for corner;

THENCE S87°54'41"W a distance of 25.00 feet to a point for corner;

THENCE N02°04'19"W a distance of 40.00 feet to a point for corner;

THENCE N87°54'41"E a distance of 40.00 feet to the place of BEGINNING, containing 9,240 square feet or 0.212 acre of land, more or less.

7/16/15

**FILED AND RECORDED**

**Instrument Number: 1504670**

Filing and Recording Date: 07/23/2016 12:24:15 PM Pages: 6 Recording Fee: \$32.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County.



*Debbie Hollan*

Debbie Hollan, County Clerk  
Waller County, Texas

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

Jenifer Deutrich, Deputy

Returned To:  
AMERICAN TITLE COMPANY  
P O BOX 640  
WALLER, TX 77484





## FILED AND RECORDED

**Instrument Number: 1507519**

Filing and Recording Date: 11/06/2015 09:37:31 AM Pages: 17 Recording Fee: \$76.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

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Debbie Hollan, County Clerk  
Waller County, Texas

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

Stephanie Tompkins, Deputy

Returned To:  
JAMES C HENDERSON CONSTRUCTION  
15550 FM 362  
WALLER, TX 77484