

EXHIBIT "A"

LEGAL DESCRIPTION:

(TRACT ACRES) ____ Acres in the T. E. & L. Co. Survey No 3420, Abstract 804, Montague County, Texas. As shown on the attached sketch as Tract ____ (TRACT #).

COMMON ROAD:

An undivided 1/8ths (One-Eights) interest and a non-exclusive, uninterrupted easement without gates, fences or other obstructions for ingress and egress over, in and to a tract of land containing 1.51 acres in the T. E. & L. Co. Survey No 3420, Abstract 804, Montague County, Texas. As shown on the attached Sketch.

ACREAGE CALCULATION:

____ Acres (TRACT ACRES)
+ 0.189 Acres (1/8ths Und Interest Common Rd Acres)
____ Total Acres

ELECTRICAL EASEMENT:

Seller to reserve a 20' easement across the frontage along the Common Road for the purposes of an electrical line easement.

RESERVATIONS FROM CONVEYANCE:

Grantor hereby reserves, excepts and retains for itself and Grantees, a non-exclusive, uninterrupted easement over and across Common Road for a roadway without gates, fences or other obstructions for ingress and egress to all property held, owned, contiguous to or in the vicinity presently or previously held by Grantor, said easement to also be appurtenant to said tracts and to also be used in common by Grantee with Grantor and its, successors and assigns. Grantor shall have the right to assign and convey to others the same non-exclusive easement rights and to assign and convey to others undivided interests in the Common Road.

RESTRICTIONS:

Grantor, as the fee simple owners of the Property, establish the following Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed or to be placed on it. Grantor and Grantees stipulate that (1) the Restrictions touch and concern the Property; (2) privity of estate exists by reason of the ownership of the Property; (3) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (4) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantees, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantees and Grantees' successors and assigns forever, and inure to the benefit of Grantor, Grantees, Affected Property Owners, and their successors and assigns forever.

FIRST: The Property or any tracts subdivided therefrom, shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any tracts subdivided therefrom other than one detached single family dwelling not to exceed two stories in height, one secondary detached single family dwelling not to exceed two stories in height, a private garage for not less than two automobiles, and three outbuildings to be used for storage, home shop or barn provided such outbuilding and secondary single family dwelling are located behind the back of the residence and not used for commercial purposes as set forth in paragraph FOURTH.

SECOND: No building shall be located on the Property, or any tracts subdivided therefrom, nearer to the front property line than 100 feet or nearer to the side property line than 15 feet.

THIRD: No noxious or offensive activity shall be carried on upon the Property, or any tracts subdivided therefrom, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners, including, but not limited to loud noises, offensive smells and/or annoying activities, including, but not limited to use of four wheelers and/or motorcycles for racing.

FOURTH: No structure of a temporary character, trailer, prefabricated home, mobile home, manufactured home, tent, shack, garage, or other out building shall be used on the Property, or any tracts subdivided therefrom, at any time as a residence, office or workshop, either temporarily or permanently, except during construction, an R.V. may be used up to six (6) months.

FIFTH: Any garage or other building constructed on the Property shall conform to good architectural and workmanship practices.

SIXTH: The Property or any tracts subdivided therefrom shall not be used or maintained as a dumping ground for rubbish or trash, and garbage or other waste shall be kept except in sanitary containers. Including no open trash pits on the property.

SEVENTH: No truck, bus, trailer, or any other motor vehicle shall be left parked in the street in front of the Property, or any tracts subdivided therefrom, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a privacy fence. No vehicle, mobile home, or any other titled and/or licensed vehicle shall be kept on or about the Property, or any tracts subdivided therefrom, unless its title, inspection, license and registration are current.

EIGHTH: No professional, business, or commercial activity to which the general public is invited shall be conducted on the Property, or any tracts subdivided therefrom.

NINTH: No building or used house or structure of any kind or character whatsoever shall be moved on any tracts subdivided from the Property.

TENTH: All construction and the location of any structure or improvement shall comply with all applicable Building Codes and governmental regulations.

ELEVENTH: No animals (including domestic pets), livestock, reptiles, dog kennels, or poultry of any kind shall be raised, bred, or kept on the Property for commercial purposes. No swine, pigs, or hogs of any kind shall be raised, bred or kept on the Property, or any tracts subdivided therefrom. A maximum of one (1) large animal (cattle or horses) per two (2) acres. Thirty small animals (sheep, rabbits, poultry, 5 barn cats, dogs, etc.) may be raised, bred or kept on the Property, or any tracts subdivided therefrom, at any one time. No corrals, barns, or confinement pens shall be any closer than 125 feet from front of any tract.

TWELVETH: No tract may be sub-divided.

FLOODPLAIN INFORMATION:

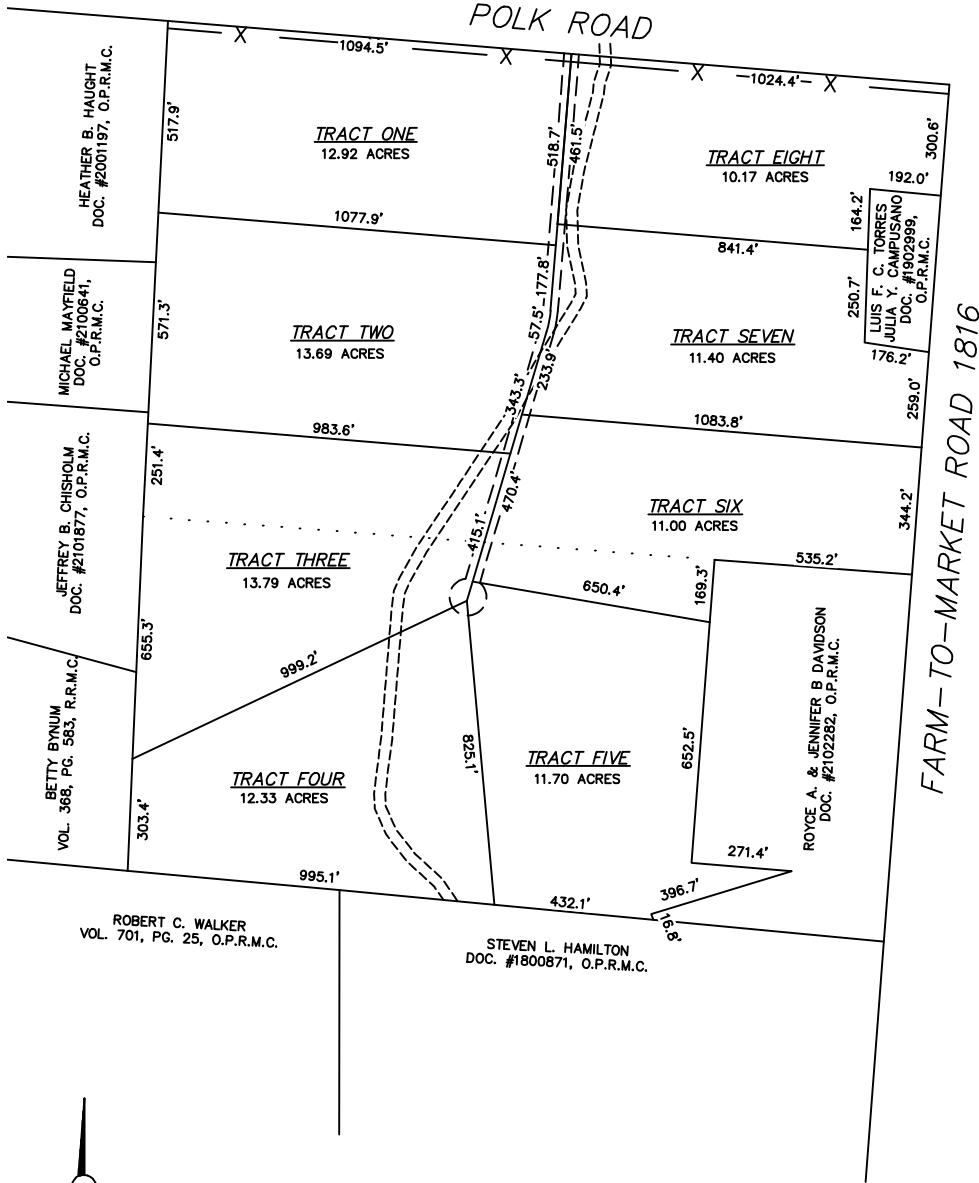
THIS FLOOD STATEMENT: (I) IS PROVIDED FOR FLOOD INSURANCE PURPOSES ONLY AND IS BASED ON CURRENTLY AVAILABLE INFORMATION THAT IS SUBJECT TO CHANGE; (II) DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE; AND (III) SHALL NOT CREATE ANY LIABILITY ON THE PART OF THE SURVEYOR.

THE PROPERTY DESCRIBED HEREON DOES NOT LIE WITHIN THE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS DELINEATED ON THAT FLOOD INSURANCE RATE MAP FOR MONTAGUE COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48337C0405D AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DATED AUG. 16, 2011, ZONE X

GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

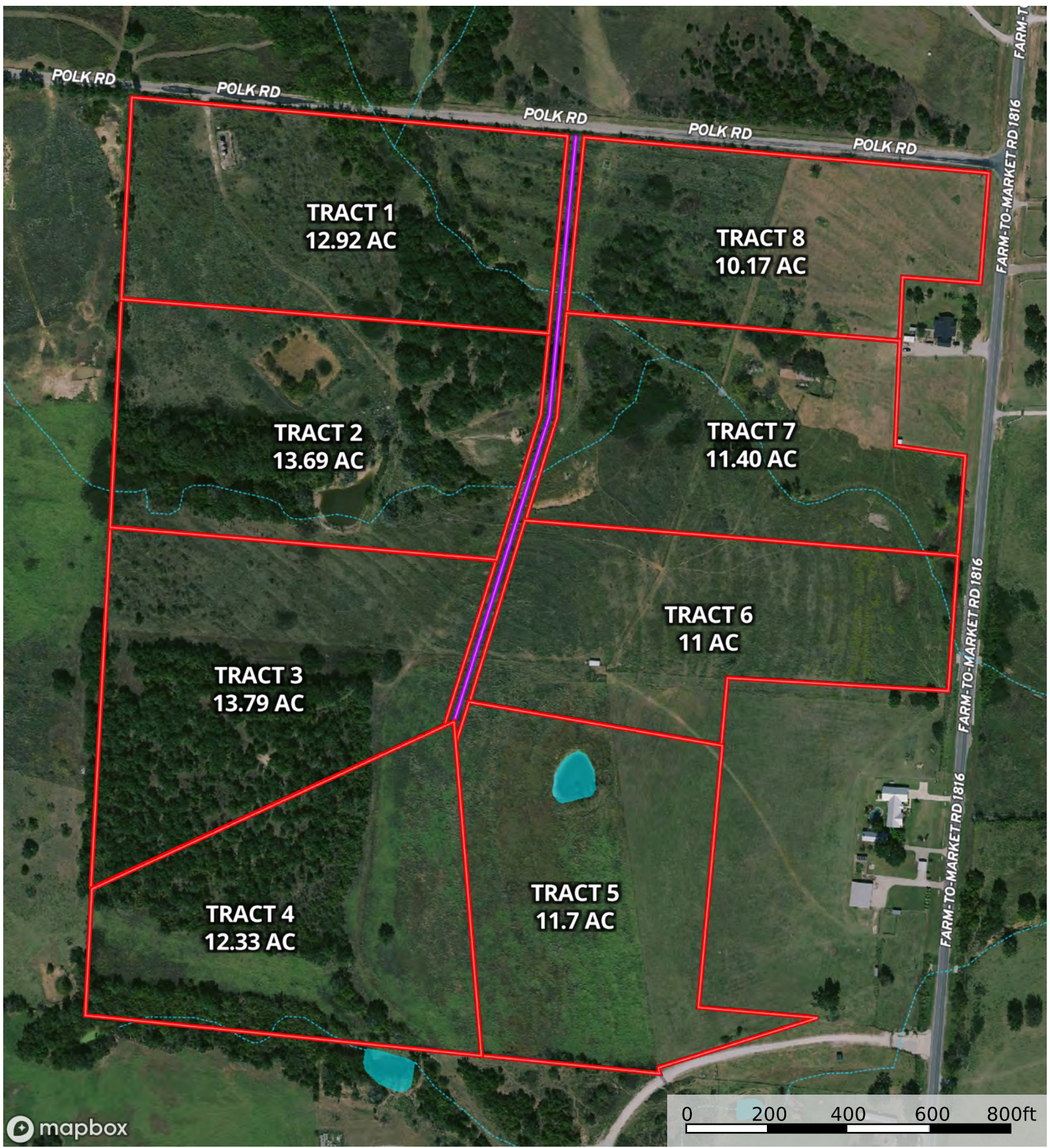


HAMILTON AND BEESINGER ESTATES

SHEET 4 OF 4



PROVEN SURVEYING
2406 KELL BOULEVARD
WICHITA FALLS, TEXAS 76309
(940) 322-6450
Texas Licensed Survey Firm 10015000



 Road

 Tract 1 - 12.92 Acres

 Tract 2 - 13.69 Acres

 Tract 3 - 13.79 Acres

 Tract 4 - 12.33 Acres

 Tract 5 - 11.7 Acres

 Tract 6 - 11 Acres

 Tract 7 - 11.40 Acres

 Tract 8 - 10.17 Acres

 Stream, Intermittent

 River/Creek

 Water Body