

**DECLARATION OF LAND OWNERS ASSOCIATION  
MAINTENANCE AGREEMENT**

This Declaration was made on February 17, 1997, by JABAT Investments, Ltd ("Declarant"), whose mailing address is P O Box 306, Beaumont, Texas 77705

Recitals

1. Declarant was the owner of all that certain real property (the "Property") located in Burnet County, Texas, consisting of 1902.84 acres more or less, as more fully described by metes and bounds in Exhibit A, which exhibit is attached hereto and incorporated herein by reference for all purposes. Hereinafter referred to as the 'Project'.

This Declaration is executed (a) in furtherance of a common and general plan for the Project; (b) to protect and enhance the quality, value, desirability, and attractiveness of all property that becomes part of the Common Area (as hereinafter defined); (c) to provide for a community association as a vehicle to hold, maintain, care for and manage the Common Area and to perform functions for the benefit of Owners and of Parcels or Tracts of Land (both as hereinafter defined) within the Project; (d) to define the duties, powers, and rights of the Association; and (e) to define certain duties, powers, and rights of Owners of Tracts within the Project.

Now, therefore, it is declared that all of the Property shall be held, sold and conveyed subject to the following:

**ARTICLE 1**

**Definitions**

1. "Declarant" shall mean JABAT Investments, Inc. \_\_\_\_\_ ent designated in writing by JABAT Investments Inc. to act on its behalf as Declarant.

2. "Parcel" or "Tract" shall mean a portion of the Project consisting of not less than twenty-five (25) acres.

3. "Owner" shall mean the record owner or owners of the fee simple title of any Tract or Parcel in the Project.

4. "Common Area" shall mean the road easement more particularly described on Exhibit "B" attached hereto, gate, entry mechanism and telephone system for the gate entry and any other Common Area that may be annexed or associated with the Project at anytime with the consent of 75% vote of the members of the Association.

5. "Association" shall mean an incorporated Association consisting of all Owners, which shall have the duties hereinafter set forth. The Association shall be named 1902 LAND OWNERS ASSOCIATION. Each Owner shall become a member of the Association contemporaneously with acquiring a Parcel or Tract, without any further documentation of any kind.

6. "Board" shall mean the Board of Directors of the Association as described in the By-Laws

7. "Bylaws". Bylaws shall mean the bylaws of the Association, as amended from time to time in accordance with applicable provisions of law.

8. "Actual Operating Expenses". Actual Operating Expenses shall mean those expenses reasonably necessary for the normal maintenance and operation of the Project including any Common Area.

9. "Assessment". Assessment shall mean a Common Assessment, a Special Assessment, or a Reimbursement Assessment, each as hereinafter defined.

10. "Common Assessments". Common Assessments shall mean the assessments levied pursuant to Article 4 hereof for managing, maintaining, operating, repairing, and insuring the Common Area, and other purposes set out in this Declaration (including a Replacement Reserve Fund, if the Board establishes such a fund).

11. "Reimbursement Assessment". Reimbursement Assessment shall mean a charge against a particular Owner and its Tract for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Section 4.8 hereof, together with interest as provided for herein.

12. "Special Assessment". Special Assessment shall mean a charge against each Owner and his Tract representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, imposed pursuant to Section 4.9 hereof.

13. "Maintenance Fund". Maintenance Fund shall mean any accumulation of the Assessments collected by the Association pursuant to Article 4 hereof.

## ARTICLE 2

### Conveyance of Common Area

1. Declarant shall convey title to the road easement more particularly described in Exhibit "B" attached hereto, the earliest of the dates when (i) Declarant has sold all of its interests in all of the Tracts in the Project, (ii) ten (10) years have lapsed from the date of recordation of this Declaration, or (iii) upon by written notice to the Board by Declarant.

2. Declarant reserves the right to retain an easement for access to any unsold property owned by Declarant for the benefit, of Declarant his heirs or assigns.

3. Conveyances to the Association. Although Declarant may retain the legal title to easements or fee simple parcels designated as Common Areas, or portions thereof, until Declarant conveys legal title to the last Tract in the Project, Declarant, at any time after the date hereof, may convey legal title to all or a portion of such Common Areas to the Association. The Association shall be obligated to accept title to, operate, and maintain the Common Areas conveyed to the Association as elsewhere provided in this Declaration. Declarant hereby covenants that the Common Areas or portions thereof that it may convey to the Association shall be free and clear of all liens and encumbrances (other than the lien for property taxes and Assessments not then due and payable), but such conveyance shall be subject to the terms of the Declaration, the Existing Restrictions, and easements, covenants, conditions, restrictions and equitable servitudes, or other encumbrances of record as of the date hereof or hereafter placed of record that do not materially adversely affect the use and enjoyment of the Common Areas by the Association or Owners.

### ARTICLE 3

#### Voting Rights

1. Every owner of a tract within the development shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a tract. The Association initially shall have two classes of voting members as follows:

Class A Members shall be all tract owners with the exception of Declarant, and shall be entitled to one vote for each acre owned. A tract shall be considered as "owned" when legal, record title thereto has been transferred from Declarant to a third party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves; provided however in no event shall more than one vote for each acre owned be cast with respect to any tract owned by Class A Members.

Class B Members Declarant (successors or specific assignee) shall be the sole Class B Member and shall be entitled to one vote for each acre owned by Declarant. Declarant's status as a Class B Member in the Association

shall cease and be converted to a Class A Membership (with Declarant still being entitled to one vote for each Tract owned by Declarant) on the conveyance of the Common Area by Declarant. No Member, other than Declarant, shall be a Class B Member.

2. Upon the transfer of ownership of a Tract, however achieved, including without limitation, by foreclosure of a lien upon a Tract, the new Owner thereof shall become a Member in the Association. If there are one or more Owners of a Tract, then such Owners shall designate one of their numbers as the Member in the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment, signed by all of the Owners of such Tract, is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, but if such Owners are unable to agree upon one of their numbers to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

#### ARTICLE 4

##### Assessments and Maintenance Fund

1. Each Owner by acceptance of a deed for any Tract in the Project, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges ("Common Assessments") and (ii) special assessments for capital improvements ("Special Assessments"), such Assessments to be established and collected as hereinafter provided. The Common Assessments and Special Assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the Tract and constitute a continuing purchase money vendor's lien and contractual lien upon the Tract against which each such Assessment or any other charge is made. The Common Assessments and Special Assessments shall be fixed at a uniform rate based upon a prorata per acre charge to each Tract Owner. The Common Assessments shall be in accordance with the provisions hereinafter set forth. No Owner is or shall be exempt from such obligation so to contribute by waiver of use of the Common Areas or any portion thereof, or because of any restriction of such uses in accordance herewith or because no improvements have been constructed on such Owner's Tract. Additionally, no abatement of the Common Assessments (or any other Assessments) shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to Common Areas or from any action taken to comply with any law or for any other reason.

2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the Owners and tenants of the Project and in particular for the repair and maintenance of the Common Areas, and for services and facilities devoted to this purpose and related to the use and

enjoyment of the Common Areas, and for the enforcement of restrictions upon the use of land within the Project.

3 Budgets, Establishment of Common Assessments and Replacement Reserve Fund The Board shall establish the annual budgets (and Common Assessments) for each fiscal year, projecting all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Project. Such annual budgets shall be established at least thirty (30) days in advance of the commencement of each such fiscal year and may contain a reasonable allowance for contingencies or establish a fund (the "Replacement Reserve Fund") for maintenance, repairs, and replacements to improvements within Common Areas, including those that must be replaced on a periodic basis

Notice of the Common Assessments shall be delivered to each Owner a minimum of thirty (30) days before January 1 of the applicable year by such reasonable means as the Board may provide. However, the failure or delay of the Board to prepare any annual budget or to deliver copies of notices of the new Common Assessments to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Assessments whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common Assessments, semi-annually (as hereinafter provided), at the rate established for the previous fiscal year until a new annual budget is established (with the Common Assessments established by the new annual budget to be applied retroactively to the commencement of the current fiscal year and appropriate adjustments made in succeeding installments of Common Assessments for such fiscal year).

The Declarant, until the commencement of the first full fiscal year after the Election Date, and the Board thereafter, shall have the right to establish the Common Assessments.

4. Special Assessments. If the Board at any time or from time to time determines that the Common Assessments for any period are insufficient to provide for the continued operation of the Project and the maintenance of the Common Areas or for other expenditures the Board is authorized to make under this Declaration, then the Board shall have the authority to levy such Special Assessments as it shall deem necessary to provide for such continued maintenance, operation, and other expenditures in the thereafter described manner.

Without limiting the generality of the foregoing, Special Assessments may be because of casualty or other loss to any part of the Common Areas, improvement of the Common Areas, or to make up for any deficiencies caused by nonpayment of Assessments by Owners. The Board shall have the right, without the approval of the Owners, to levy a Special Assessment in the amount of up to five percent (5%) of the Common Assessments for the current fiscal year of the Association. No Special Assessment in excess of five percent (5%) of the Common Assessments for the current fiscal year of the Association

shall be effective until the same is approved in writing by Members holding at least seventy-five percent (75%) of the aggregate votes in the Association or by the affirmative vote of those Members holding at least seventy-five percent (75%) of the aggregate votes at any regular or special meeting of the Members. Any such Special Assessment shall be levied against Owners in the same proportion as Common Assessments and shall be due and payable not less than thirty (30) days after receipt of written notice of the levy of such Special Assessment, and the payment thereof may be enforced in the manner herein specified for the payment and enforcement of the Common Assessments

5. **Exempt Property.** The Common Areas and all properties dedicated to and accepted by a local public authority, if any, shall be exempt from the Assessments created herein.

6. **Payment of Common Assessments.** One-half (1/2) of the Common Assessments against each Tract shall be due and payable, in advance, on the first day of January and July during each year for which the Common Assessments in question have been assessed (or in such other amount or manner and on any other dates as the Board may designate in its sole discretion). Any such amount not paid and received by the thirtieth (30th) day after the due date shall be deemed delinquent, and, without notice, shall accrue interest as hereinafter provided.

7. **Maintenance Fund.** The Common Assessments and Special Assessments collected may be paid into a fund (the "Maintenance Fund") to be held and used for the benefit, directly or indirectly, of the Project; and the funds in the Maintenance Fund may be expended by the Board for the purposes set forth herein, including, without limitation providing for the enforcement of the provisions of this Declaration, the Bylaws and Protective Covenants; the maintenance, repair, and replacement of the Common Areas; and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Project. The use of the Maintenance Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final so long as made in good faith.

8. **Reimbursement Assessments.** The Board of Directors, subject to the provisions hereof, may levy an assessment (a "Reimbursement Assessment") against any Member if the failure of the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws, or the Protective Covenants in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

9. **Interest.** Any Assessment or installment of an Assessment that is not paid within thirty (30) days after it is due also shall bear interest from the original due date until paid at the lesser of eighteen percent (18%) per annum or the highest nonusurious rate permitted by law.

10. Attribution of Payments. If any Owner's payment of an Assessment payment is less than the amount and the payment does not specify whether it should be applied against a Common Assessment, Special Assessment or Reimbursement Assessment, the payment received by the Association from the Owners shall be credited in the following order of priority: (i) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (ii) Special Assessment until the Special Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

11. Notice of Default and Acceleration. If any Common Assessment, Special Assessment, or Reimbursement Assessment, or any installment thereof, is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default to the Owner and to each first Mortgagee of the Tract who has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Member, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the Assessment or the installments of the Assessment for the then current calendar year and the filing and foreclosure of the lien for the Assessment against the Tract of the Member. The notice shall also inform the Member of any right to cure the default after acceleration. If the delinquent Assessment or installment and any late charges or interest thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment immediately to be due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law by this Declaration, subject to the protection afforded to Mortgagees under this Declaration.

12. Remedies to Enforce Assessments. Each Assessment hereunder shall be a separate, distinct, and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether Common, Special, or Reimbursement, the Board, in addition to any other remedies provided under this Declaration or by law, may enforce such obligation on behalf of the Association by suit, by filing and foreclosure of a lien as hereinafter provided, or in both such manners. In order to secure the payment of the Assessments hereby levied, a vendor's (purchase money) lien hereby is reserved in each deed from the Declarant to the Owner of each Tract, which lien shall be enforceable through appropriate judicial proceedings by the Association. As additional security for the payment of the Assessments hereby levied, each Owner of a Tract, by such party's acceptance of a deed thereto, hereby grants the Association a contractual lien on such Tract that may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith.

Whenever the Association proceeds with non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute) and said power of sale, it shall designate in writing a nominee or trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record (either before or following any action by such trustee) in the Official Public Records of Real Property of Burnet County, Texas. If the Association has determined non-judicially to foreclose the lien provided herein pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of trustee's sale not less than twenty-one (21) days before the date on which said sale is scheduled by posting such notice through the United States Postal Service, postage prepaid, registered and certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or trustee shall cause a copy of the notice of trustee's sale to be recorded in the Official Public Records of Real Property of Burnet County, Texas. Out of the proceeds of such sale, there first shall be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Maintenance Fund an amount equal to the amount in default; and third, any remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any lawful means, including a judgment for possession, an action of forcible detainer, and the issuance of a writ of restitution thereunder.

13. **Lawsuit to Enforce Assessments.** The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest, and other collection costs, including reasonable attorneys' fees in such amount as the court may adjudge, against the defaulting Owner or Member.

14. **Lien to Enforce Assessments.** In addition to the right of the Board to enforce the Assessments in the manners described in Sections 4.12 and 4.13 hereof, the Board may elect to file a claim of lien against the Tract of the delinquent Owner or Member by recording a notice (a "Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection that have accrued thereon, (c) the legal description and street address of the Tract against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and Assessments that may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice



releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of the release of such lien

15. Estoppel Certificates. Upon the payment of such reasonable fees as may be determined from time to time by the Board of Directors, and upon the written request of any Member and any Person with, or intending to acquire, any right, title, or interest in the Tract of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amount, if any, due and accrued and then unpaid with respect to a Tract and the Owner thereof and setting forth the amount of any Assessment for the current year levied against such Tract which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association and all Persons for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other Assessments have been levied.

16. No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration or claim by the Owner of non-use of the Common Areas, or abandonment of his Tract or claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Areas or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

17. No effect of Violation on Rights of First Mortgagees. No violation by an Owner of the provisions of this Declaration or any amendment of this Declaration shall affect the lien of any Mortgage presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Mortgage; and any such Mortgage or lien nevertheless may be enforced in accordance with its terms, subject, nevertheless to the provisions contained in this Declaration.

18. Priority of Mortgages over Assessments. The liens described in Article 4 of this Declaration and the superior title herein reserved shall be subordinate to the liens of any Mortgagee. Each Mortgagee who obtains title to a Tract pursuant to the remedies provided in the Mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Assessments or charges against such Tract that accrued before the time such Mortgagee acquired title to such Tract. No such sale or transfer shall relieve such Mortgagee acquiring title to a Tract from liability for any Assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments.

## ARTICLE 5

### Creation

1. The Owners shall constitute the Association. Each Owner of a Tract or Parcel, including Declarant, shall automatically be appurtenant to Ownership of a Tract or Parcel.

#### Transfer of Membership

2. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

#### Management of Association

3. The Association shall be incorporated as a nonprofit corporation. The association shall be managed by the board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

#### Membership Voting, Elections, and Meetings

4. Each Owner shall have one vote for each acre owned by such Owner. All owners of undivided interest in any Tract or Parcel shall be considered as a single Owner. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) or more directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

#### Duties and Power of Board

5. Through the Board, the Association shall have the following powers and duties:

- a. To adopt rules and regulations to implement this Declaration and the Association's bylaws;
- b. To enforce this Declaration, the bylaws, its rules and regulations and the Protective Covenants;
- c. To elect officers of the Board and select members of the Association when that power devolves to the Board;
- d. To delegate its powers to committees, officers, or employees;
- e. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;

- f. To assess an Owner for costs incurred by the association in enforcing this Declaration and any rules and regulations promulgated by the Association,
- g. To file liens against an Owner's Tract or Parcel because of nonpayment of any assessment duly levied and to foreclose on those liens,
- h. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations,
- i. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;
- j. To hold regular meetings of the Board at least annually;

## ARTICLE 6

### General Provisions

#### Enforcement

1. The Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, conditions imposed by this Declaration. Failure to enforce any condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

#### Severability

2. Invalidation of any one of these conditions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Covenants Running with the Land

3. These conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These conditions shall be for the benefit of the Property, each Tract or Parcel, and each Tract or Parcel Owner.

#### Duration and Amendment

4. The conditions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by the Owners of more than seventy-five percent (75%) of the acreage within the Property. The conditions of this Declaration may be amended by an instrument signed by the Owners of more than seventy-five percent (75%) of the acreage within the Property. Neither any amendment nor any termination shall be effective until recorded in the Real Property Records of Burnet County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorney's Fees

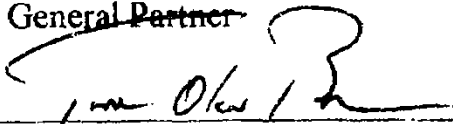
5. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

Liberal Interpretation

6. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed to be effective this 17<sup>TH</sup> day of February, 1997.

JABAT Investments, Inc.  
BY: Beaumont JB & T, Inc.,  
Its: General Partner

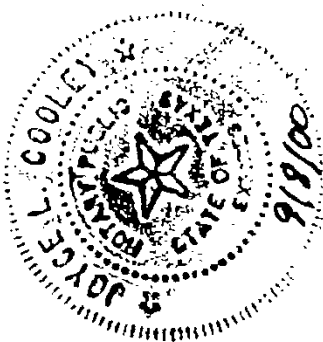
  
BY: TODD OLEN BROCK, President

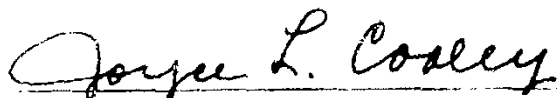
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 17<sup>TH</sup> day of February, 1997 by Todd Brock, President of Beaumont JB & T, Inc., General Partner of JABAT Investments, Ltd.



  
Notary Public, State of Texas

Joined by the following Owners of Tracts of land out of the 1902.84 acres of land

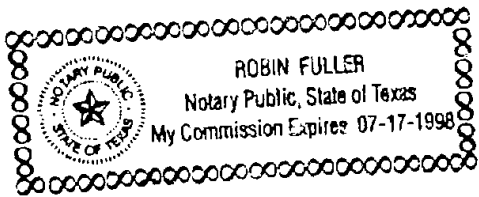
*Walter Lynn*  
WALTER LYNN  
*Sally Lynn*  
SALLY LYNN

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 1997  
by WALTER LYNN and SALLY LYNN.



*Robin Fuller* Robin Fuller  
Notary Public, State of Texas

\_\_\_\_\_  
RONALD W. DENNIE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 1997  
by RONALD W. DENNIE.

\_\_\_\_\_  
Notary Public, State of Texas

Joined by the following Owners of Tracts of land out of the 1902.84 acres of land.

\_\_\_\_\_  
WALTER LYNN

\_\_\_\_\_  
SALLY LYNN

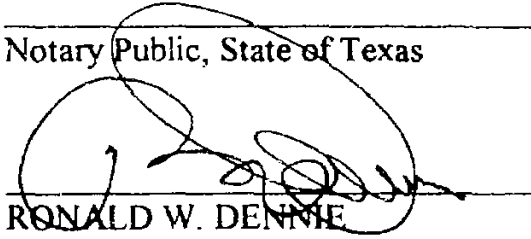
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of February, 1997  
by WALTER LYNN and SALLY LYNN.

\_\_\_\_\_  
Notary Public, State of Texas



\_\_\_\_\_  
RONALD W. DENNIE

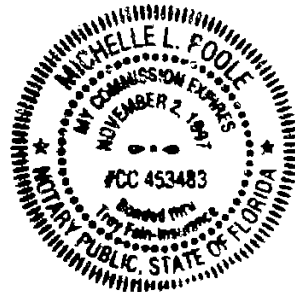
ACKNOWLEDGMENT

FLORIDA  
STATE OF ~~TEXAS~~

COUNTY OF DUVAL

This instrument was acknowledged before me on the 25 day of February, 1997  
by RONALD W. DENNIE.

Michelle L. Poole  
Notary Public, State of ~~Texas~~ Florida



Security State Bank & Trust (Lienholder)

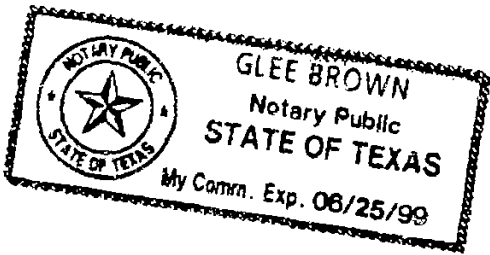
*[Signature]*  
BY: Don W Kemp Its Branch

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Burnet

This instrument was acknowledged before me on the 18 day of February, 1997  
by Don W Kemp its Branch for said  
corporation.



*[Signature]*  
Notary Public, State of Texas

*[Signature]*  
WAYNE ALAN CONRAD

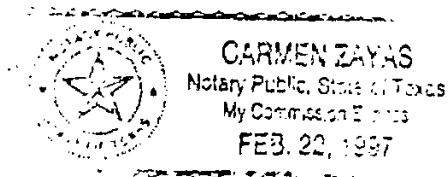
*[Signature]*  
DEBORAH LYNN CONRAD

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1997  
by WAYNE ALAN CONRAD and DEBORAH LYNN CONRAD.



*[Signature]*  
Notary Public, State of Texas

Bank One Texas, N.A (Lienholder)

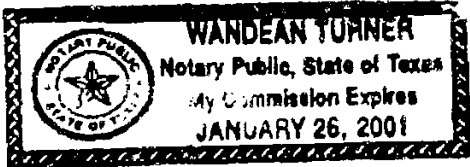
Georgia Fariss  
BY: GEORGIA FARISS ITS ASST. VICE PRES

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1997  
by Georgia Fariss its Asst Vice President of said  
corporation.



Wandean Turner  
Notary Public, State of Texas

JABAT.WPS



**FRED L. THOMPSON & ASSOCIATES, P. C.**

P. O. BOX 74 LLANO, TEXAS 78643-0074

Registered Professional Land Surveyor No. 1739

Licensed State Land Surveyor

915-247-4319 (O) 915-247-1943 (F)

REVISED FIELD NOTES OF 1902.84 ACRES OF LAND IN BURNET COUNTY, TEXAS.

Being 1902.84 acres in Burnet County, Texas, comprised of:

- (1) 640 acres, all of the E. Schnell Survey No. 98, Abst. 1799;
- (2) 445.96 acres out of the T.C. Ry. Co. Survey No. 109, Abst. 1401;
- (3) 160 acres out of the H.W. Heine Survey No. 532, Abst. 428;
- (4) 27.30 acres out of the Hugh Brown and A.C. Hillman Survey No. 10, Abst. 1876;
- (5) 160 acres, all of the G.W. Harris Survey No. 826, Abst. 421;
- (6) 157.50 acres out of the B.O. Stavelly Sr. Survey No. 559, Abst. 853;
- (7) 6.05 acres out of the W.D. Watkins Survey, Abst. 1804;
- (8) 158.18 acres out of the Joseph Kealy Survey No. 561, Abst. 513;
- (9) 17.65 acres out of the John Swartz Survey, Abst. 816; and
- (10) 130.20 acres out of the E.H. Caldwell Survey No. 3, Abst. 200.

Said 1902.84 acres of land is that same tract of land described in a Deed to Sun NLF Partners Limited recorded in Volume 672, Page 595, Burnet County Deed Records, and is described by metes and bounds as follows:

Beginning at a steel stake and fence corner in the west right of way line of Texas State R.M. Highway No. 1174 at the intersection of same with the fenced occupational north line of the Joseph Kealy Survey No. 561 for the extreme east corner of this tract, whence the east corner of Survey No. 561 bears S 64° 46' E 47.42 feet, this being the extreme south corner of a tract of land called 147.59 acres in a Deed to Thomas H. Hoyer recorded in Volume 535, Page 435, Burnet County Official Records;

**THENCE** S 31° 46' 00" W 2453.80 feet with said right of way line to a concrete monument at the beginning of a curve to the left;

**THENCE** with the arc of said curve having a radius of 1959.86 feet through a central angle of 15° 03' 19" a distance of 514.98 feet, the chord bearing S 24° 13' 18" W 513.5 feet to a concrete monument;

**THENCE** S 16° 45' 38" W 1058.50 feet with said right of way line to a concrete monument;

**THENCE** with the arc of a curve to the right crossing Cow Creek having a radius of 1095.92 feet through a central angle of 21° 34' 57" a distance of 412.82 feet, the chord bearing S 27° 33' 36" W 410.38 feet to a concrete monument;

**THENCE** with said right of way line:

S 57° 29' 09" W 216.24 feet to a concrete monument;

S 62° 39' 05" W 392.37 feet to a concrete monument;

S 53° 06' 54" W 194.25 feet to a concrete monument; and

S 71° 39' 02" W 162.77 feet to a fence corner and steel stake in the occupational southwest line of the E.H. Caldwell Survey No. 3 for the most southerly corner of this tract, being in the northeast line of a tract of land called 3244.857 acres in a Deed to Jackson C. Mouton and wife recorded in Volume 177, Page 683, Burnet County Deed Records;

**THENCE** with the fence on said southwest line;

N 57° 15' 04" W 884.05 feet to a steel stake found;

N 56° 52' 29" W 417.56 feet to a three-way fence corner; and

N 57° 17' 23" W 366.63 feet to a forked cedar;

**THENCE** with the fence N 28° 20' 38" W 96.20 feet to a forked cedar and N 00° 50' 21" W 252.26 feet to a fence corner in the occupational northwest line of Survey No. 3;

**THENCE** with the fence on said line N 32° 07' 21" E 943.28 feet and N 32° 21' 56" E 720.46 feet to a fence corner;

**THENCE** with the fence N 54° 09' 00" W 362.63 feet to a fence corner and steel stake found and N 76° 22' 20" W 94.65 feet to a 16 inch cedar;

**THENCE** with the fence along the south high bank of Cow Creek:  
N 64° 40' 53" W 173.13 feet to a 14 inch cedar;  
N 82° 55' 02" W 150.45 feet to a 14 inch cedar;  
S 83° 59' 25" W 253.54 feet to a 12 inch cedar; and  
S 89° 42' 48" W 28.0 feet to a fence corner;

**THENCE** with the fence N 76° 06' 15" W 262.78 feet to a fence corner and steel stake found and N 62° 24' 47" W 302.16 feet to a fence corner and steel stake set at the occupational southeast corner of the T.C. Ry. Co. Survey No. 109;

**THENCE** with the fence on the occupational south line of same:  
S 78° 48' 52" W 889.62 feet;  
S 79° 03' 47" W 393.41 feet;  
S 78° 08' 34" W 603.31 feet;  
S 78° 38' 25" W 432.48 feet;  
S 77° 44' 01" W 300.65 feet to the top of a ledge;  
S 76° 52' 29" W 48.98 feet to a 16 inch cedar;  
S 78° 51' 49" W 729.03 feet;  
S 78° 35' 22" W 1670.97 feet to a forked cedar and steel stake set; and  
S 66° 35' 46" W 32.19 feet to a fence corner and steel stake set in the occupational northeast line of the Brown and Hillman Survey No. 10, this being the most westerly corner of a tract of land called 239.48 acres in a Partition Agreement recorded in Volume 555, Page 764, Burnet County Official Records;

**THENCE** with the fence along a northeast line of that certain tract described in a Deed of Trust from Robert R. Blake, et al to Robert Mueller, Trustee recorded in Vol. 83, P. 17, Deed of Trust Records of said county:

N 54° 05' 36" W 848.99 feet;  
N 54° 17' 02" W 1163.76 feet;  
N 54° 10' 49" W 1437.95 feet;  
N 54° 33' 19" W 1361.64 feet; and  
N 44° 39' 03" W 10.27 feet to a fence corner and steel stake found at the occupational southeast corner of the E. Schnell Survey No. 82 and most westerly corner of Survey No. 109, this being a southerly corner of a 2094 acre tract described in a Deed to Albert Keyser recorded in Volume 99, Page 19, Burnet County Deed Records;

**THENCE** with the fence on the occupational southeast line of Survey No. 82:  
N 28° 14' 51" E 654.83 feet crossing a ravine and passing the southwest corner of Survey No. 98;  
N 29° 47' 31" E 59.61 feet;  
N 30° 41' 59" E 122.61 feet to a three-way fence corner;  
N 29° 36' 06" E 509.77 feet;  
N 27° 18' 41" E 201.03 feet;  
N 28° 50' 10" E 934.85 feet crossing a ravine;  
N 28° 18' 11" E 666.80 feet;  
N 28° 08' 33" E 282.50 feet;  
N 27° 35' 41" E 124.72 feet; N 29° 08' 56" E 936.83 feet; and  
N 29° 12' 21" E 772.88 feet crossing a ravine to a 3 inch pipe post in concrete for an inside corner of Survey No. 98;

**THENCE** with the occupational north line of Survey No. 82 as fenced:  
N 61° 01' 18" W 867.09 feet;  
N 60° 57' 22" W 1035.52 feet; and  
N 60° 59' 00" W 745.70 feet to a fence corner and a concrete monument found for a northwest corner of Survey No. 98 and an inside ell corner of said 2094 acre tract;

**THENCE** with the fence on the more northerly occupational northwest line of Survey No. 98:  
N 28° 42' 30" E 689.72 feet;  
N 29° 06' 24" E 477.16 feet;

N 29° 38' 15" E 175.28 feet;

N 28° 08' 19" E 718.26 feet;

N 29° 06' 12" E 1178.50 feet;

N 29° 04' 11" E 837.38 feet to a three-way fence corner on the south side of a creek at the most easterly corner of said 2094 acre tract in the south line of a tract of land called 236.01 acres in a Deed to Larry E. Phillips and wife recorded in Volume 461, Page 838, Burnet County Deed Records; and

N 23° 12' 48" E 133.44 feet crossing said creek to a fence corner;

**THENCE** with the fence on the south line of said 236.01 acre tract of land:

N 86° 33' 51" E 370.72 feet;

N 84° 39' 21" E 134.97 feet recrossing said creek to an 8 inch cedar; and

N 87° 27' 58" E 136.79 feet to a 14 inch cedar in the southwest line of a tract of land

called 196.91 acres in a Deed to Harry J. Watson recorded in Volume 490, Page 97, Burnet County Deed Records, whence a stone mound found for the northeast corner of Survey No. 98 bears N 62° W 13 feet;

**THENCE** S 34° 45' 15" E 584.37 feet crossing a ravine, not with the fence, to a re-entrant point in the fence;

**THENCE** continuing with the fence and the occupational northeast line of Survey No. 98:

S 35° 30' 39" E 435.73 feet;

S 35° 19' 16" E 271.35 feet;

S 35° 31' 31" E 383.16 feet;

S 35° 04' 50" E 280.74 feet, passing the southwest corner of said 196.91 acre tract and the northwest corner of a tract of land called 201.59 acres in a Deed to Joyce Watson Edwards recorded in Volume 460, Page 193, Burnet County Deed Records;

S 34° 56' 59" E 456.63 feet to an 8 inch cedar; and

S 34° 13' 03" E 391.44 feet to a fence corner;

**THENCE** S 78° 00' 50" W 264.56 feet with the fence to a fence corner and steel stake found at the northwest corner of the John Swartz Survey;

**THENCE** with the fence on the occupational west line of same,

S 11° 23' 59" E 757.65 feet and

S 11° 17' 58" E 1580.93 feet to a fence corner;

**THENCE** with the fence along the north side of a branch (Deed in Vol. 460, Page 193, Burnet County Deed Records calls for south side of branch):

S 69° 19' 22" E 111.00 feet;

S 82° 43' 00" E 124.77 feet;

S 74° 43' 09" E 95.45 feet; and

S 60° 41' 51" E 363.88 feet;

**THENCE** S 22° 10' 03" E 64.93 feet crossing said branch to a 12 inch cedar;

**THENCE** with the fence:

S 70° 57' 14" E 263.74 feet to an 18 inch cedar;

N 64° 46' 32" E 191.83 feet to a 14 inch cedar;

N 80° 46' 56" E 201.76 feet;

S 73° 48' 12" E 560.38 feet; and

S 29° 44' 11" E 121.93 feet to a 12 inch dead cedar;

**THENCE** N 65° 39' 08" E 124.86 feet crossing Cow Creek to a 12 inch elm;

**THENCE** with the fence: N 68° 03' 24" E 414.89 feet;

S 87° 22' 02" E 88.68 feet to a 12 inch live oak and steel stake found;

S 34° 59' 59" E 62.27 feet to a gatepost on the west side of a gate; and

N 78° 59' 34" E 183.29 feet to a steel stake and rock mound found at a fence corner for the northeast corner of the H.W. Heine Survey No. 532, this being the southeast corner of said 201.59 acre tract and in a southwest line of a tract of land called 1020 acres in a Deed to Leon Blagg recorded in Volume 162, Page 519, Burnet County Deed Records;

**THENCE** with the fence on the occupational east line of Survey No. 532:

S 11° 05' 28" E 673.60 feet;

S 11° 02' 27" E 358.33 feet;

S 11° 11' 27" E 340.59 feet;

S 11° 04' 48" E 525.70 feet; and

S 11° 45' 00" E 1043.32 feet to a fence corner and steel stake set to intersect the northwest line of O. W. Harris Survey No. 826;

**THENCE** N 30° 57' 15" E 1562.17 feet with the fence to the occupational north corner of Survey No. 826;

**THENCE** S 58° 24' 24" E 1741.75 feet with the fence to the occupational east corner of same;

**THENCE** S 30° 54' 32" W 1450.76 feet with the fence to a fence corner;

**THENCE** with the fence:

S 62° 27' 51" E 884.20 feet to a large oak;

S 57° 34' 03" E 740.62 feet to a fence corner; and

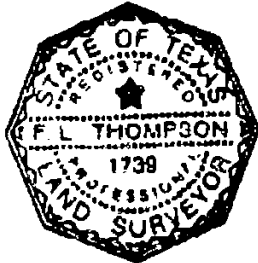
N 49° 54' 00" E 1009.35 feet to a fence corner at the occupational north corner of the Joseph Kealy Survey No. 561;

**THENCE** with the fence on the occupational northeast line of same,

S 58° 50' 28" E 789.98 feet, at 97.32 feet passed a fence corner at a southeast corner, the sixth corner of said 1020 acre tract and the southwest corner of said 147.59 acre tract and

S 58° 12' 42" E 1711.75 feet to the place of beginning.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon with accompanying plat are a true and correct representation and delineation of a survey made on the ground under my direction and supervision in June, 1986, and that said survey was field checked on the 9th day of December, 1995 and no changes were apparent. Witness my hand and seal December 11, 1995. (NOTE: Field Notes revised as of this date to reference current deed and adjoining tracts only.)



*F. L. Thompson*  
 F. L. Thompson, Reg. Prof. Land Surv. No. 1739  
 P. O. Box 74 Llano, TX 78643

STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in Volume 735 Page 441 of the Real Property RECORDS of Burnet County, Texas.

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. THE STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Real Property Records Burnet County, Texas

on 2/28/97 Janet Parker



COUNTY CLERK  
BURNET COUNTY, TEXAS



Janet Parker

JANET PARKER, COUNTY CLERK  
BURNET COUNTY, TEXAS

BY: Jessie Ferriswell Deputy

COMPUTER

1524

FILED

97 FEB 28 PM 5:07

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

VOL 735 PAGE 441