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**HURLBUT RANCH WEST**

**Hays and Blanco Counties, Texas**

**RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS**

HURLBUT RANCH WEST

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RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS

James D. Hurlbut of Travis County, Texas, and Leta B. Williams Hurlbut, a feme sole, of Hays County, Texas, (hereinafter called the "Owner"), being the owners of that certain tract of land described in Exhibit "A" attached hereto and hereby made a part hereof and which tract of land is known as Hurlbut Ranch West (and hereinafter sometimes referred to as the Property), and desiring to adopt a uniform plan of use restrictions in said Hurlbut Ranch West, do hereby promulgate, adopt and establish the following Reservations, Restrictions and Protective Covenants, which shall be and are hereby made applicable to Hurlbut Ranch West, and impress the same upon said land.

## I.

GENERAL PROVISIONSA. APPLICABILITY

1. The Owner anticipates that a use plan for Hurlbut Ranch West will enhance Hurlbut Ranch West and its environs. Therefore, the Reservations, Restrictions and Protective Covenants set out below are intended to be the basic minimum Reservations, Restrictions and Protective Covenants applicable to such land use, and are to be considered and are hereby declared to be covenants running with the land.
2. Each Contract of Sale, Deed or Deed of Trust which may be hereafter executed with respect to any of the Property shall be executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, and Protective Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

**B. DEDICATION**

Any and all streets, roads, drives, alleys, driveways, sidewalks, utility easements, and any other lands that may be set aside under and in accordance with said plan, as evidenced by plats and deeds, for the use or common use of all the owners of property in Hurlbut Ranch West, shall be for the sole and exclusive use of the Owner and subsequent owners, and title thereto shall be held by the Hurlbut Ranch West Landowners Association, unless dedicated to the public generally.

**C. RESERVATIONS**

The Owner reserves the right, without first or at any other time obtaining or having to obtain the consent or approval of any owners of interests in said Property, to impose broader, more extensive and more stringent reservations, restrictions and protective covenants upon or with respect to any unsold part or parts of Hurlbut Ranch West; and further, to make such changes in the Reservations, Restrictions and Protective Covenants set out below as to any unsold part or parts of Hurlbut Ranch West as Owner shall consider necessary, desirable or advisable in order to carry out said plan, provided only that no such change shall have the ultimate effect of lessening said basic minimum Reservations, Restrictions and Protective Covenants set out herein or any other reservations, restrictions and protective covenants that may hereafter be established and adopted by Owner in connection with the exercise of such right; and further, to add adjacent or contiguous land owned by Owner to Hurlbut Ranch West by filing for record declarations to that effect, describing such additional land on Exhibit A-1 and up to said declarations and thereby subject such additional land to the provisions hereof.

**D. ENFORCEMENT**

In the event of any violation or attempted violation of any of the provisions hereof, including any of the

Reservations, Restrictions or Protective Covenants herein contained, enforcement shall be authorized by Hurlbut Ranch West Landowners Association, or any member thereof, by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Owner or for any person or persons owning property in Hurlbut Ranch West or for Hurlbut Ranch West Landowners Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

E. EFFECT OF VIOLATIONS ON MORTGAGES

No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, Lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms subject, nevertheless, to the provisions herein contained including said Reservations, Restrictions and Protective Covenants.

F. PARTIAL INVALIDITY

In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter, or impair any other provision hereof which was not thereby held invalid;

and such other provisions, including Restrictions, Reservations and Protective Covenants shall remain in full force and effect, and binding in accordance with their terms.

G. DURATION

The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Owner, their heirs, legal representatives, and assigns, and all persons or parties claiming under them for a period of twenty-five (25) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of five (5) years each, unless prior to the expiration of any such period of twenty-five (25) years or five (5) years, the Hurlbut Ranch West Landowners Association shall have executed and recorded an instrument terminating all of same, the said termination to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty-five (25) year period or any successive five (5) year period thereafter.

II.

HURLBUT RANCH WEST LANDOWNERS ASSOCIATION

A. CREATION

There shall be created on or before the date of recordation of the Reservations, Restrictions and Protective Covenants declared herein, a non-profit corporation organized under the Texas Non-Profit Corporation Act, to be called the HURLBUT RANCH WEST LANDOWNERS ASSOCIATION, and the members thereof shall be the Owner and all property owners and which is intended to be the sole governing body of and for Hurlbut Ranch West.

B. PURPOSES

The Hurlbut Ranch West Landowners Association is to be created for the following purposes:

- (1) To aid, promote and provide for the establishment, advancement and perpetuation of any and all utilities, systems, services and facilities within Hurlbut Ranch West which tend to promote the general welfare of the residents of Hurlbut Ranch West with regard to health, safety, education, culture, recreation, comfort or convenience to the extent and in the manner determined by the Board of Directors.
- (2) To operate and maintain or provide for the operation and maintenance of any properties which may be from time to time conveyed or subjected to the jurisdiction of and administration by the Corporation for operation and maintenance as areas serving the general welfare of Hurlbut Ranch West and its residents, including streets, roads, drives, alleys, driveways, sidewalks, utility easements, and any other lands.
- (3) To change, in whole or in part, the provisions of Reservations, Restrictions and Protective Covenants prior to the expiration of a period of twenty-five (25) or five (5) years duration as provided in such Restrictions.
- (4) To assess, levy and collect maintenance charges and assessments, to enforce all reservations, restrictions, covenants, easements, agreements and liens established for the support and benefit of the Corporation, or which it may be legally entitled to enforce, and to disburse and use the proceeds of any such maintenance charges and assessments and to use and disburse any funds which may come into the possession of the Corporation for the promotion of any and all of the purposes of the Corporation in a lawful manner as determined by the Board of Directors.
- (5) To do any and all lawful things and acts that the Board of Directors may from time to time, in its discretion, determine to be for the benefit of Hurlbut Ranch West and its landowners or advisable, proper, desirable or convenient for the promotion of the interest of said landowners with regard to their health, safety, education, culture, recreation, comfort or convenience.

It is expressly understood that none of the above stated purposes are intended to limit the purposes of the Association. The Association will take action to accomplish the foregoing purposes only when and if such action appears in the sole and absolute discretion of the Board of Directors to be desirable and feasible.

### III.

#### RESTRICTIONS AND PROTECTIVE COVENANTS

Restrictions and protective covenants are imposed upon the Property as follows:

1. No further subdivision of any tract of land shall be made by the owner thereof prior to the expiration of six months from the date of the deed from Owner.
2. The following prohibitions on the use of any of the Property shall apply:
  - a) No commercial raising of poultry shall be allowed;
  - b) No swine shall be allowed;
  - c) No commercial feed lots shall be operated;
  - d) No junk of any kind or character, and no accessories, parts or objects used with cars, mobile homes, campers, trailers, housetrailer, boats, trucks or buses or the like shall be kept on any part of the Property other than in the garage or other structure which meets the requirements of these restrictions;
  - e) No parking of non-operative wheeled vehicles and no parking of non-operative farm or garden equipment or non-operative machinery for more than 30 days shall be allowed;
  - f) No tract or parcel in Hurlbut Ranch West of less than 75 acres under unified ownership shall be used for hunting, and no person shall use or discharge thereon any pistol, rifle, shotgun, or any other firearm;
  - g) No outside toilets, privies, or cesspools will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; and all septic tanks must conform with the regulations of and be certified by the State Health Department, the Hays or Blanco County Health Department and the Lower Colorado River Authority;
  - h) No shacks and no structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any improvement, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction;
  - i) No campers or trailers shall be used on any of the Property for residential purposes for a period or periods in excess of a total of 90 days during any consecutive 365-day period;
  - j) No mobile home or quonset-hut-like structures shall be permitted on the Property; and a mobile home is a "mobile home" within the meaning of this restriction even if its wheels shall have been removed and the structure set on a permanent foundation or slab and even if connected to water and electrical lines;
  - k) No gathering for any commercial purpose of more than 500 persons or individuals shall be scheduled, advertised, held or congregated.



## IV.

MAINTENANCE CHARGES AND ASSESSMENTSA. GENERAL

Each owner of property in Hurlbut Ranch West shall pay, annually, to the Hurlbut Ranch West Landowners Association a maintenance charge in accordance with the provisions of this Article which charge shall be and become an assessment on the land, as hereinafter provided. The purpose of the charge is to put the Association in funds with which to provide road maintenance services in Hurlbut Ranch West and with which to otherwise accomplish the purposes for which it was created. Each such owner shall and must avail himself and his property of all such municipal-type services as are or may be provided by the Association.

B. COVENANT FOR ASSESSMENTS

Each and every tract and parcel of land in Hurlbut Ranch West is hereby severally subjected to and impressed with a lien to secure payment of charges and assessments herein, or in accordance herewith, imposed.

Each owner of a tract or parcel subject to assessments as provided above, by his claim or assertion of ownership or by accepting a Deed to any such tract or parcel whether or not it shall be so expressed in such Deed thereby covenants and agrees as a covenant running with the land to pay the Hurlbut Ranch West Landowners Association, its successor or assigns, each and all of the charges and assessments against his tract or parcel as the same shall become due and payable without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each tract or parcel, together with all improvements thereon and

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fixtures therein, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of the tract or parcel at the time payment of the assessment falls due, but no owner shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No owner of a tract or parcel shall be exempt or excused from paying any assessment by waiver of the use or enjoyment of the ranch roads or any other property owned by the Hurlbut Ranch West Landowners Association or by abandonment of his tract or parcel or his interest therein. In addition, at the time of any conveyance, an express written covenant of payment may be required as a condition of purchase.

C. ANNUAL MAINTENANCE CHARGE

1. Each tract and parcel of land in Hurlbut Ranch West, except land owned by the Association, is hereby assessed an annual maintenance charge of \$1.00 per acre, payable on or before the 10th day of January of each year beginning 10 January 1977.
2. If conveyance occurs during a year, the applicable charge for the balance of the year shall be paid the Association by both purchaser and seller at the time of conveyance, prorated on a 365-day year.
3. The Board of Directors of the Hurlbut Ranch West Landowners Association, by majority vote, may decrease the amount of the annual maintenance charge or assessment at any time and from time to time by adoption of a resolution for such purpose, without submission of a budget to the Association membership, but no resolution decreasing the annual maintenance charge or assessment

shall become effective prior to the first day of the year following the year of its adoption, and the owner of each tract or parcel shall, commencing with said effective date, pay to the Association the applicable charge as so decreased.

4. If the Board of Directors of the Hurlbut Ranch West Landowners Association determines, by majority vote, that an increase in the charge or assessment will be necessary for the succeeding year, the Board shall prepare or cause to be prepared on or before 90 days prior to the end of the then current year, an estimated annual budget for the succeeding fiscal year of the Association. Such budget shall take into account the estimated expenses and cash requirements for the year, including, at least, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, water service, if any, power and other utilities, management fees and other expenses. Annual budgets shall also take into account and provide for a reserve for contingencies for the year, in a reasonable amount as fixed by the Board. Any surplus or deficit in regard to previous budgets shall also be considered. Each proposed budget shall also include a statement of the proposed annual maintenance charge, calculated on a per-acre basis by dividing the estimated annual expense budget by the number of acres in Exhibit "A" or its successor Exhibit filed by Owner in accord with Article IC hereinabove, except land owned by the Association.

After preparation of the budget if necessary for the succeeding year, the Board shall, within thirty (30) days after completion of the budget, furnish to each and every member of the Association

a copy of the proposed budget, and shall call a meeting of the membership on or before the end of the year of the Association at which the proposed budget shall be considered and submitted to a vote of the members. The budget shall become effective only if two-thirds (2/3) of the membership approves the proposed budget, voting as provided in the Articles of Incorporation and Bylaws of the Association. If the proposed budget is not approved by at least two-thirds (2/3) of the membership, the annual maintenance charge or assessment shall continue on the basis of the then current year and shall be due and payable as provided in numbered paragraph 1 of this Article IVC. If the proposed budget is approved by at least two-thirds (2/3) of the Association, then the increased annual maintenance charge or assessment per acre as set out in the budget shall be due and payable as provided in numbered paragraph 1 of this Article IVC.

D. LIENS TO SECURE ASSESSMENTS

The regular annual maintenance charges or assessments, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and affixed, and which shall exist upon and against each tract or parcel and all improvements thereon, and fixtures therein, for the benefit of the Association and all landowners, which such lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for other taxes or special assessments, levied by the city, county, and state governments or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or Deed of Trust

filed for record prior to the date payment of any such charges or assessments become due and payable, and (c) all liens, including but not limited to vendor's liens, Deeds of Trust and other security interests, which secure any loan made by any lender to a purchaser for any part of the purchase price of any tract or parcel or improvements built thereon. Any foreclosure of any such prior or superior lien under the power of sale contained in any such mortgage, Deed of Trust, or other security instrument, or through court proceedings in which the Hurlbut Ranch West Landowners Association has been made a party, shall cut off and extinguish the lien securing charges or assessments which became due and payable prior to such foreclosure date, provided, however, no such foreclosure shall free any tract or parcel from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the owner foreclosed be extinguished by any such foreclosure. Charges and assessments which are unpaid and which are or become uncollectible shall be a common expense of the Association assessed pro rata among all the members of the Association including, for the purpose of this assessment, the purchaser at any foreclosure sale as a new member of the Association.

E. EFFECT OF NON-PAYMENT OF ASSESSMENTS

If any regular annual charge or assessment, is not paid within 30 days from the due date thereof, the same shall bear interest from the due date until paid at the highest rate of interest allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if

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collected through Probate or other judicial proceedings, there shall be paid to the Hurlbut Ranch West Landowners Association an additional reasonable amount, but not less than 10% of the amount owing, as attorney's fees. The Association as a common expense of all owners, may institute and maintain an action at law or in equity against any defaulting owner to enforce collection or foreclosure or both, of the liens against his tract or improvement. All such actions may be instituted and brought in the name of the Hurlbut Ranch West Landowners Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of the mortgage or Deed of Trust on real property; or the Association may exercise the power of sale as provided in Form No. 176 Deed of Trust as currently published or any form published in substitution thereof, by the Odee Company, Publishers, Dallas, Texas, and may enforce any security interest as provided in the Texas Business and Commerce Code.

F. COLLECTION AND ENFORCEMENT

Each owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a tract or parcel, whether or not it shall be so recited in such Deed, expressly vests in the Association, and in its officers and agents, the right, powers, and authority to take all action which the Association shall deem proper for the collection of assessments, and for the enforcement and foreclosure of the liens securing the same.

G. LIMITATION OR REDUCTION

When, as, and if some or all of the municipal-type services hereinabove referred to and described are

furnished to members of the Association as tax-paying citizens of a political subdivision of the State of Texas or a special district thereof, the boundaries of which include the tract or parcel of the member and the furnishing of such services is a purpose of such subdivision or district, the Board of Directors of the Hurlbut Ranch West Landowners Association shall consider a resolution to decrease the amount of the regular annual maintenance charge or assessment; and, if passed, neither ratification by nor assent by the members of the Association shall be required and the reduction shall be effective at such time or times and in such manner as provided for in such adopted resolution.

v.

AMENDMENT

These Reservations, Restrictions and Covenants may be amended from time to time by instrument or instruments recorded in Hays and Blanco Counties, Texas, when any such instrument is accompanied by a certificate of the Secretary or an Assistant Secretary of the Association that the amendment was duly and regularly adopted by the Association in accordance with the Bylaws of the Association.

WITNESS THE EXECUTION HEREOF this 9<sup>th</sup> day of

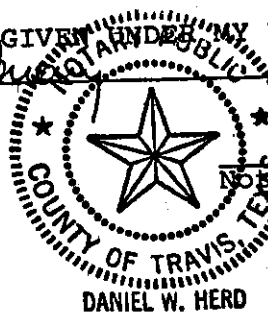
FEBRUARY, 1976.

*James D. Hurlbut*  
\_\_\_\_\_  
JAMES D. HURLBUT  
*Leta B. Williams Hurlbut*  
\_\_\_\_\_  
LETA B. WILLIAMS HURLBUT

STATE OF TEXAS           X  
COUNTY OF TRAVIS       X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES D. HURLBUT and LETA B. WILLIAMS HURLBUT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of February, 1976.



*Daniel W. Herd*  
\_\_\_\_\_  
Notary Public in and for Travis County, Texas

## FIELD NOTES for land in Hays County, Texas:

BEGINNING at an iron pin at fence corner in the Northerly line of Tract No. Two in Deed of record in Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, being the most Southerly Southwest corner of Tract No. One in Deed of record in Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, also being the most Southerly Southwest corner of the tract herein described and being in the Southerly line of the Alita Barker Survey;

THENCE; with a Westerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 6 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. N 01°-14' W, 271.76' | 4. N 03°-54' W, 313.53'                                     |
| 2. N 00°-11' W, 509.31' | 5. N 14°-36' W, 23.08'                                      |
| 3. N 00°-32' E, 526.19' | 6. N 00°-17' E, 940.22' to an iron pin set at fence corner; |

THENCE; with a Southerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 6 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. N 88°-44' W, 644.74' | 4. S 89°-17' W, 276.68'                                     |
| 2. N 89°-47' W, 74.23'  | 5. S 87°-07' W, 173.84'                                     |
| 3. S 88°-54' W, 838.84' | 6. S 89°-29' W, 657.27' to an iron pin set at fence corner; |

THENCE; with a Westerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 3 courses and distances:

- |                          |   |
|--------------------------|---|
| 1. N 00°-50' W, 345.47'  | 3. N 00°-50' W, 652.98' to an iron pin set at fence corner; |
| 2. N 00°-39' W, 1203.08' |   |

THENCE; with a Southerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 2 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. S 89°-40' W, 335.66' | 2. S 89°-00' W, 977.89' to an iron pin set at fence corner; |
|-------------------------|---|

THENCE; with a Westerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 3 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. N 01°-26' W, 384.10' | 3. N 00°-32' W, 264.99' to an iron pin set at fence corner; |
| 2. N 01°-01' W, 286.21' |   |

THENCE; with a Southerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 2 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. S 88°-32' W, 566.51' | 2. S 88°-52' W, 642.99' to an iron pin set at fence corner; |
|-------------------------|---|

THENCE; with a Westerly line of Tract # 1, Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, as fenced and used on the ground the following 2 courses and distances:

- |                         |   |
|-------------------------|---|
| 1. N 00°-38' W, 955.60' | 2. N 00°-30' W, 695.09' to an iron pin set at fence corner; |
|-------------------------|---|

THENCE easterly to the northwest corner of the Wm. A. Maner Survey, which point is also the Southwest corner of the Volney Ostrander Survey;

THENCE easterly along the north line of the Wm. A. Maner Survey to the northeast corner of the Wm. A. Maner Survey, which point is also the southeast corner of the Volney Ostrander Survey, and which point is in the western boundary line of the Samuel J. Spindle Survey;

THENCE northerly along the east boundary line of the Volney Ostrander Survey and the west boundary line of the Samuel J. Spindle Survey to the northwest corner of the Samuel J. Spindle Survey, which point is also the southwest corner of the H&O Branch R.R. No. 3 Survey;

THENCE easterly along the north line of the Samuel J. Spindle Survey and the south line of the H&O R.R. No. 3 Survey to the intersection of said line with the eastern boundary line of the tract of land described in Exhibit "A"-1 to the Partition Deed of Record in Volume 280 Page 81, Deed Records, Hays County, Texas, the same being in the center line of a road;

THENCE with the center line of said road S 06° 31' E a distance of 390 feet more or less to the beginning of a curve to the left;



THENCE; with said curve to the left whose elements are: central angle 89°-59'; radius 87.00'; tangent 86.97'; arc 136.63' and whose chord bears S 51°-32' E, 123.02';

THENCE; N 83°-30' E, 233.16' to the beginning of a curve to the right;

THENCE; with said curve to the right whose elements are: central angle 56°-46'; radius 203.58'; tangent 110.00'; arc 201.70' and whose chord bears S 68°-07' E, 193.55';

THENCE; continuing with centerline of said road the following 13 courses and distances:

- |                         |                          |
|-------------------------|--------------------------|
| 1. S 39°-44' E, 249.79' | 8. S 70°-01' E, 288.16'  |
| 2. S 20°-46' E, 211.54' | 9. S 42°-36' E, 141.63'  |
| 3. S 00°-31' W, 455.42' | 10. S 13°-52' E, 246.93' |
| 4. S 08°-58' W, 196.97' | 11. S 01°-14' E, 253.85' |
| 5. S 18°-19' W, 308.01' | 12. S 04°-20' W, 206.38' |
| 6. S 03°-57' W, 165.99' | 13. S 00°-44' E, 280.07' |
| 7. S 30°-44' E, 224.23' |                          |

to the beginning of a curve to the left;

THENCE; with said curve to the left whose elements are: central angle 15°-42'; radius 725.31'; tangent 100.00'; arc 198.75' and whose chord bears S 08°-35' E, 198.13';

THENCE; S 16°-26' E, 620.68' to the beginning of a curve to the right;

THENCE; with said curve to the right whose elements are: central angle 22°-03'; radius 436.27'; tangent 85.00'; arc 167.90' and whose chord bears S 05°-24' E, 166.86';

THENCE; S 05°-37' W, 144.17' to the beginning of a curve to the left;

THENCE; with said curve to the left whose elements are: central angle 31°-45'; radius 351.63'; tangent 100.00'; arc 194.85' and whose chord bears S 10°-16' E, 192.37';

THENCE; continuing with said centerline of said road the following 2 courses and distances:

- |                         |                         |
|-------------------------|-------------------------|
| 1. S 26°-08' E, 109.48' | 2. S 66°-58' E, 255.22' |
|-------------------------|-------------------------|

to the beginning of a curve to the right;

THENCE; with said curve to the right whose elements are: central angle 48°-19'; radius 189.50'; tangent 85.00'; arc 159.80' and whose chord bears S 42°-49' E, 155.11';

THENCE; continuing with centerline of said road the following 2 courses and distances:

- |                         |                         |
|-------------------------|-------------------------|
| 1. S 18°-39' E, 218.50' | 2. S 29°-34' E, 170.88' |
|-------------------------|-------------------------|

to the beginning of a curve to the left;

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THENCE; with said curve to the left whose elements are: central angle 17°-36'; radius 484.47'; tangent 75.00'; arc 148.82' and whose chord bears S 38°-22' E, 148.23';

THENCE; S 47°-10' E, 91.45' to the beginning of a curve to the right;

THENCE; with said curve to the right whose elements are: central angle 85°-23'; radius 81.30'; tangent 75.00'; arc 121.15' and whose chord bears S 04°-28' E, 110.25';

THENCE; S 38°-13' W, 143.10' to an iron pin set in fence line;

THENCE; with fence line to an iron pin set at the intersection with another fence the following 3 courses and distances:

- 1. N 63°-25' W, 550.12'
- 2. N 48°-57' W, 1446.55'
- 3. S 85°-36' W, 44.32'

THENCE; with fence the following 6 courses and distances:

- 1. S 04°-56' E, 445.48'
- 2. S 04°-00' E, 298.28'
- 3. S 02°-53' E, 193.75'
- 4. S 02°-19' E, 990.61'
- 5. S 04°-54' W, 104.71'
- 6. S 04°-14' W, 1725.57' to an iron pin set in

the Southerly line as fenced and used on the ground of Tract No. One in Deed of record in Volume 3206 Page 1925 of the Deed Records of Travis County, Texas;

THENCE; with the Southerly line as fenced and used on the ground of Tract No. One in Deed of record in Volume 3206 Page 1925 of the Deed Records of Travis County, Texas, the following

- 1. S 89°-46' W, 647.78'
- 2. S 89°-29' W, 682.40'

to the place of beginning.

THE STATE OF TEXAS  
 COUNTY OF HAYS  
 I, SYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 19<sup>th</sup> day of February A.D. 19 76 at 4:40 o'clock P. M., and duly recorded on the 20<sup>th</sup> day of February A.D. 19 76 at 9:00 o'clock A. M. in the Deed Records of said County in Book Number 281 Pages 807-824 inclusive.  
 WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.  
SydeLL B. Clayton  
 SYDELL B. CLAYTON, Clerk of the County Court within and for the County By [Signature] Deputy