

**DECLARATION REGARDING THE ESTABLISHMENT OF
THE CLIFFS PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, the Declarant is the owner of all the real property described in Exhibit "A" attached hereto within which Declarant has subdivided the Cliffs Subdivision according to the plat filed and recorded in the Plat Records of Palo Pinto County, Texas (hereinafter called the "Property"); and

WHEREAS, on January 18, 1994, a Texas non-profit corporation, "The Cliffs Property Owners' Association, Inc." was incorporated to protect the value and quiet enjoyment of the Property to its owners and duly authorized users; and

WHEREAS, on even date hereof, Declarant filed certain amended Covenants and Restrictions on and for the Cliffs Subdivision in the Deed Records of Palo Pinto County, Texas.

NOW, THEREFORE, the Declarant does hereby impress and declare that all of the Property shall be held, sold and conveyed, subject to the Covenants and Restrictions and subject to the Articles of Incorporation and the Bylaws established in connection with The Cliffs Property Owners' Association, Inc., all of which have been enacted and established for the protection of the value and desirability of the Property. All of such Covenants and Restrictions, as well as such Articles of Incorporation and Bylaws, shall be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such parties, all as follows.

ARTICLE I

DEFINITIONS

Section 1. The "Architectural Control Committee" shall be the person or persons appointed by the Association to approve or disapprove applications for construction of improvements on any Lot within the Property.

Section 2. "Association" shall mean and refer to the Cliffs Property Owners' Association, Inc., its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time, all of which are incorporated herein by reference.

Section 4. "Common Areas" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, parks, recreational easements, green belts, open spaces, private streets, jogging and bicycle trails or bodies of water on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association; central water and central sewer systems within the subdivision, if owned by the Association, and any improvements that are now or may hereafter be constructed thereon.

Section 5. "Covenants" shall mean and refer to the Covenants and Restrictions affecting the Property recorded in the Deed Records of Palo Pinto County, Texas, together with any further or subsequent supplements, amendments, additions or modifications thereto, all of which are incorporated herein by reference.

Section 6. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a lot thereon.

Section 7. "Member" shall mean and refer to each Owner of a Lot.

Section 8. "Owner" shall mean and refer to each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Timeshare Estate; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to the land and premises located in Palo Pinto County, State of Texas, known as the "Cliffs Subdivision," as described hereinabove and any additions, replats, and contiguous subdivisions thereto as may hereafter be brought within the jurisdiction of the Association by its Board of Directors.

Section 10. "Recreational Facilities" shall mean any and all swimming pools, tennis courts, golf courses, club houses, recreational centers and other similar recreational facilities constructed from time to time within the Property.

Section 11. "Timeshare Estate" shall mean any undivided freehold estate in a timeshare unit located on a lot as described in a recorded Declaration establishing a Timeshare Regime under the terms of the Texas Timeshare Act.

ARTICLE II

THE CLIFFS PROPERTY OWNERS' ASSOCIATION, INC.

PURPOSE AND POWERS

The Association is created to carry out a uniform plan for improvement and development of the Property and to exercise the rights granted in the Covenants as well as the specific purposes stated below.

Section 1. To provide for the acquisition, construction, management, maintenance and care of the Association's property.

Section 2. To provide for and assist in maintenance, preservation and architectural control of the Property and to promote the health, safety and welfare of the Owners and residents of the Property.

Section 3. To operate and or maintain central water and sewer systems for the use and benefit of the Owners and residents of the Property.

Section 4. To borrow money (if necessary) and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the terms and provisions of, and limitations and prohibitions within, the applicable Texas non-profit corporation laws.

Section 5. To cause the Common Areas and Recreational Facilities to be maintained, operated, regulated and administered in accordance with any applicable terms and conditions of the Covenants or as may be otherwise prescribed by the Articles of Incorporation and the Bylaws of the Association or other written agreements of which the Association is a party to.

Section 6. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in the Covenants or as may be otherwise prescribed by the Articles of Incorporation and the Bylaws of the Association.

Section 7. To fix, levy, collect and enforce payment by any lawful means, all charges, fees or assessments provided for by the terms of the Covenants and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Area or any other property owned by the Association.

Section 8. To amend the Covenants by resolution of the Board of Directors, except as otherwise provided in (i) Article III, Section 2 hereof, (ii) the Texas Non-profit Corporation Act or (iii) any other applicable law.

Section 9. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors of the Association, will promote the common benefit and enjoyment of the Owners and residents of the Property; provided, however, that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, director or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association related or pertaining to one or more of its purposes); and provided further that no part of the activities of the Association shall include carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution or statements) any political campaign on behalf of any candidate for public office.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is now or hereafter becomes an Owner shall automatically be and must remain a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Annual maintenance fees, payable to the Association, shall be based on the number of lots owned by an Owner as follows:

- (a) one lot - \$ 400.00
- (b) two lots - \$ 600.00
- (c) three lots - \$ 725.00
- (d) four lots - \$ 800.00
- (e) five lots - \$ 850.00
- (f) six or more lots - \$ 850.00 plus \$1.00 for additional lot

The Association is hereby given the right to increase or decrease the maintenance fees described in sub-paragraphs (a) through (e) above; provided, that such increase or decrease applies uniformly to all Owners and is deemed reasonably necessary by the Board of Directors of the Association to adequately maintain the Property or to perform the Association's functions. The Association shall not have, and is not delegated, the power to increase or decrease the fees described in sub-paragraph (f) above.

Section 3. The rights of membership are subject to the payment of the annual maintenance fees and any special assessments lawfully levied by the Association, the obligation of which fees and assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such fees and assessments are made as provided by the Covenants.

Section 4. The membership rights of any person whose interest in the Property is subject to fees or assessments, may be suspended by action of the board of Directors during the period when the fees and assessments remains unpaid; but, upon payment of such fees and assessments, his or her rights and privileges shall be automatically restored. If the Board of Directors has adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

ARTICLE IV

VOTING RIGHTS

The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot or Timeshare Estate in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot or Timeshare Estate, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 19th day of January, 1994.

ATTEST:

By: Beverly Selman
Beverly Selman, Secretary

DOUBLE DIAMOND INC.
By: R. Mike Ward
R. Mike Ward, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 19, 1994 by R. Mike Ward, President of Double Diamond, Inc., on behalf of said corporation.

Staci Woodward
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



CLIFF.001

839.083 ACRES
GARCIA, MONTEZ & DURAN SURVEY
A.J. BERRY SURVEY
W.J. WESLEY SURVEY
A.B. & M. SURVEY NO. 1
A.B. & M. SURVEY NO. 2
A.B. & M. SURVEY NO. 3
A.B. & M. SURVEY NO. 4
PALO PINTO COUNTY, TEXAS

BEING 839.083 acres of land lying in the A.J. Berry Survey, Abstract No. 1315, the W.J. Wesley Survey, Abstract No. 1086, the A.B. & M. Survey No. 1, Abstract No. 10, the A.B. & M. Survey No. 2, Abstract 1816, the A.B. & M. Survey No. 3, Abstract No. 19, the A.B. & M Survey No. 4, Abstract No. 1814 and the Garcia, Montez & Duran Survey, Abstract No. 1540, Palo Pinto County Texas, same being a part of a 1223.82 acre tract of land described by deed recorded in volume 420, pages 8-13, Deed Records of Palo Pinto County, Texas, same also being all of the two tracts of land described in volume 686, page 350, Deed Records of Palo Pinto County, Texas, and described more particularly as follows:

BEGINNING at a nail set in a fence post in the west right-of-way line of State Highway 16 (120 foot wide right-of-way) for the most southerly corner, same being the most southerly corner of the aforementioned 1223.82 acres, same also being the most southerly corner of a 783.033 acre tract of land described by deed recorded in volume 686, page 350, Deed Records of Palo Pinto County, Texas;

THENCE along the west boundary of the aforementioned 1223.82 acres and the west boundary of the aforementioned 783.033 acres, N09°23'24"W a distance of 846.09 feet to a $\frac{1}{4}$ " iron rod set with cap for an interior corner, same being an interior corner of the said 783.033 acres, same lying in the south line of a boundary line agreement recorded in volume 417, pages 339-342, Deed Records of Palo Pinto County, Texas;

THENCE along the south line of the aforementioned 1223.82 acres, the south line of the aforementioned 783.033 acres and the south line of the aforementioned Boundary Line Agreement, N89°45'18"W a distance of 3459.27 feet to an iron rod set for the most southerly southwest corner;

THENCE N08°31'29"E a distance of 721.04 feet to a $\frac{1}{4}$ " iron rod set, N07°25'50"W a distance of 250.00 feet to a $\frac{1}{4}$ " iron rod set and N14°30'13"W a distance of 1127.30 feet to a $\frac{1}{4}$ " iron rod set for an interior corner, same lying in a south line of the aforementioned 783.033 acres;

EXHIBIT A

THENCE along the south line of the aforementioned 783.033 acres N89°44'56"W a distance of 549.93 feet to a $\frac{1}{2}$ " iron rod set for the most westerly southwest corner, same being the most westerly southwest corner of the said 783.033 acres;

THENCE along the west line of the aforementioned 783.033 acres N07°25'50"W a distance of 721.78 feet to a $\frac{1}{2}$ " iron rod set for a northwest corner, same lying on the 1000 foot contour line of Possum Kingdom Lake;

THENCE along the aforementioned 1000 foot contour line as follows:

N64°24'36"E	a distance of	97.42	feet to a	$\frac{1}{2}$ "	iron rod set,
N69°46'19"E	a distance of	97.64	feet to a	$\frac{1}{2}$ "	iron rod set,
N47°51'10"E	a distance of	99.97	feet to a	$\frac{1}{2}$ "	iron rod set,
N31°32'46"E	a distance of	71.74	feet to a	$\frac{1}{2}$ "	iron rod set,
S52°31'31"W	a distance of	56.21	feet to a	$\frac{1}{2}$ "	iron rod set,
S57°19'41"W	a distance of	113.23	feet to a	$\frac{1}{2}$ "	iron rod set,
S70°27'46"W	a distance of	52.58	feet to a	$\frac{1}{2}$ "	iron rod set,
S79°13'59"W	a distance of	114.69	feet to a	$\frac{1}{2}$ "	iron rod set,
S89°35'21"W	a distance of	84.67	feet to a	$\frac{1}{2}$ "	iron rod set,
N73°22'58"W	a distance of	55.41	feet to a	$\frac{1}{2}$ "	iron rod set,
N51°55'09"W	a distance of	49.40	feet to a	$\frac{1}{2}$ "	iron rod set,
N12°01'23"W	a distance of	181.44	feet to a	$\frac{1}{2}$ "	iron rod set,
N01°04'08"W	a distance of	151.49	feet to a	$\frac{1}{2}$ "	iron rod set,
N14°48'58"W	a distance of	100.12	feet to a	$\frac{1}{2}$ "	iron rod set,
N32°15'36"W	a distance of	240.90	feet to a	$\frac{1}{2}$ "	iron rod set,
N54°39'49"W	a distance of	104.01	feet to a	$\frac{1}{2}$ "	iron rod set,
N62°56'49"W	a distance of	330.14	feet to a	$\frac{1}{2}$ "	iron rod set,
N51°59'59"W	a distance of	120.98	feet to a	$\frac{1}{2}$ "	iron rod set,
N27°36'17"W	a distance of	100.15	feet to a	$\frac{1}{2}$ "	iron rod set,
N25°30'20"E	a distance of	30.97	feet to a	$\frac{1}{2}$ "	iron rod set,
S83°57'50"E	a distance of	83.62	feet to a	$\frac{1}{2}$ "	iron rod set,
S86°43'16"E	a distance of	99.47	feet to a	$\frac{1}{2}$ "	iron rod set,
N54°10'41"E	a distance of	99.17	feet to a	$\frac{1}{2}$ "	iron rod set,
N50°30'27"E	a distance of	83.85	feet to a	$\frac{1}{2}$ "	iron rod set,
S69°22'25"W	a distance of	140.85	feet to a	$\frac{1}{2}$ "	iron rod set,
N85°43'05"W	a distance of	48.22	feet to a	$\frac{1}{2}$ "	iron rod set,
N49°00'33"W	a distance of	104.08	feet to a	$\frac{1}{2}$ "	iron rod set,
N75°14'34"W	a distance of	200.50	feet to a	$\frac{1}{2}$ "	iron rod set,
N59°25'38"W	a distance of	53.33	feet to a	$\frac{1}{2}$ "	iron rod set,
N45°00'35"W	a distance of	96.92	feet to a	$\frac{1}{2}$ "	iron rod set,
N34°37'59"W	a distance of	120.12	feet to a	$\frac{1}{2}$ "	iron rod set,
N35°37'39"W	a distance of	89.14	feet to a	$\frac{1}{2}$ "	iron rod set,
N47°44'09"W	a distance of	228.25	feet to a	$\frac{1}{2}$ "	iron rod set,
N41°57'05"W	a distance of	189.71	feet to a	$\frac{1}{2}$ "	iron rod set,
N51°47'11"W	a distance of	85.63	feet to a	$\frac{1}{2}$ "	iron rod set,
N53°39'37"W	a distance of	157.10	feet to a	$\frac{1}{2}$ "	iron rod set,
N48°07'20"W	a distance of	71.76	feet to a	$\frac{1}{2}$ "	iron rod set,
N37°11'08"W	a distance of	45.14	feet to a	$\frac{1}{2}$ "	iron rod set,

N55°14'57"W a distance of 77.73 feet to a ½" iron rod set,
 N48°27'32"W a distance of 51.93 feet to a ½" iron rod set,
 N42°55'47"W a distance of 99.35 feet to a ½" iron rod set,
 N43°31'45"W a distance of 81.76 feet to a ½" iron rod set,
 N37°39'23"W a distance of 129.48 feet to a ½" iron rod set,
 N27°20'23"W a distance of 133.08 feet to a ½" iron rod set,
 N17°09'46"W a distance of 121.26 feet to a point,
 N04°20'06"W a distance of 57.21 feet to a point,
 N16°10'03"E a distance of 50.48 feet to a ½" iron rod set,
 N38°08'10"E a distance of 68.69 feet to a ½" iron rod set,
 N07°52'23"E a distance of 88.71 feet to a ½" iron rod set,
 N28°44'06"E a distance of 79.10 to a point,
 N46°13'01"E a distance of 128.98 feet to a ½" iron rod set,
 N12°02'56"E a distance of 57.45 to a point,
 N63°49'37"E a distance of 58.09 feet to a ½" iron rod set,
 N33°40'47"E a distance of 48.27 to a point,
 N40°09'37"E a distance of 69.36 feet to a ½" iron rod set,
 N29°11'22"E a distance of 111.98 feet to a ½" iron rod set,
 N17°30'56"E a distance of 75.75 feet to a ½" iron rod set,
 N33°40'32"E a distance of 69.16 feet to a ½" iron rod set,
 N50°58'12"E a distance of 64.35 feet to a ½" iron rod set,
 N82°16'13"E a distance of 139.04 feet to a ½" iron rod set,
 N73°16'35"E a distance of 73.66 feet to a ½" iron rod set,
 S86°55'09"E a distance of 76.15 feet to a ½" iron rod set,
 S54°24'03"E a distance of 196.77 feet to a ½" iron rod set,
 S43°19'59"E a distance of 88.84 feet to a ½" iron rod set,
 S40°51'13"E a distance of 116.91 feet to a ½" iron rod set,
 S60°20'24"E a distance of 84.72 feet to a ½" iron rod set,
 S43°38'24"E a distance of 133.57 feet to a ½" iron rod set,
 N18°40'41"W a distance of 93.58 feet to a ½" iron rod set,
 N27°12'19"W a distance of 30.64 feet to a ½" iron rod set,
 N41°56'02"W a distance of 123.56 feet to a ½" iron rod set,
 N18°27'35"W a distance of 127.22 feet to a ½" iron rod set,
 N01°23'24"E a distance of 25.13 feet to a ½" iron rod set,
 N36°36'54"E a distance of 49.59 feet to a ½" iron rod set,
 N09°15'17"E a distance of 34.02 feet to a ½" iron rod set,
 N63°29'36"E a distance of 55.86 feet to a ½" iron rod set,
 N62°13'03"E a distance of 75.55 feet to a ½" iron rod set,
 N63°35'16"E a distance of 226.94 feet to a ½" iron rod set,
 N55°57'53"E a distance of 313.63 feet to a ½" iron rod set,
 N87°08'39"E a distance of 113.03 feet to a ½" iron rod set,
 S37°38'59"E a distance of 420.82 feet to a ½" iron rod set,
 S33°05'50"E a distance of 112.43 feet to a ½" iron rod set,
 S57°16'23"E a distance of 383.86 feet to a ½" iron rod set,
 S81°49'00"E a distance of 97.55 feet to a ½" iron rod set,
 S55°12'02"E a distance of 88.47 feet to a ½" iron rod set,
 S49°10'39"E a distance of 216.79 feet to a ½" iron rod set,
 S52°24'40"E a distance of 376.12 feet to a ½" iron rod set,
 S42°17'31"E a distance of 232.93 feet to a ½" iron rod set,
 S33°26'11"E a distance of 154.96 feet to a ½" iron rod set,

Field Note No. 231

Job No. 92082

November 25, 1992

S59°39'41"E a distance of 268.56 feet to a $\frac{1}{2}$ " iron rod set,
 S52°16'49"E a distance of 167.50 feet to a $\frac{1}{2}$ " iron rod set,
 S71°16'53"E a distance of 180.84 feet to a $\frac{1}{2}$ " iron rod set,
 S48°26'53"E a distance of 53.54 feet to a $\frac{1}{2}$ " iron rod set,
 N07°35'51"W a distance of 111.54 feet to a $\frac{1}{2}$ " iron rod set,
 N29°34'54"E a distance of 33.68 feet to a $\frac{1}{2}$ " iron rod set,
 N68°48'10"E a distance of 35.86 feet to a $\frac{1}{2}$ " iron rod set,
 S87°28'41"E a distance of 39.58 feet to a $\frac{1}{2}$ " iron rod set,
 S86°31'23"E a distance of 171.29 feet to a $\frac{1}{2}$ " iron rod set,
 S84°07'32"E a distance of 473.93 feet to a $\frac{1}{2}$ " iron rod set,
 S89°51'04"E a distance of 346.00 feet to a $\frac{1}{2}$ " iron rod set,
 N66°40'26"E a distance of 41.10 feet to a $\frac{1}{2}$ " iron rod set,
 N78°50'06"E a distance of 238.24 feet to a $\frac{1}{2}$ " iron rod set,
 S86°38'19"E a distance of 180.64 feet to a $\frac{1}{2}$ " iron rod set,
 N54°49'54"E a distance of 66.86 feet to a $\frac{1}{2}$ " iron rod set,
 N72°19'30"E a distance of 280.73 feet to a $\frac{1}{2}$ " iron rod set,
 N79°48'33"E a distance of 196.82 feet to a $\frac{1}{2}$ " iron rod set,
 S52°52'10"E a distance of 91.97 feet to a $\frac{1}{2}$ " iron rod set,
 S30°03'47"E a distance of 82.94 feet to a $\frac{1}{2}$ " iron rod set,
 N13°41'46"E a distance of 46.17 feet to a $\frac{1}{2}$ " iron rod set,
 N36°58'59"E a distance of 114.14 feet to a $\frac{1}{2}$ " iron rod set,
 N08°36'41"E a distance of 101.18 feet to a $\frac{1}{2}$ " iron rod set,
 N50°24'03"E a distance of 265.34 feet to a $\frac{1}{2}$ " iron rod set,
 N73°15'33"E a distance of 48.36 feet to a $\frac{1}{2}$ " iron rod set,
 N54°13'51"E a distance of 160.39 feet to a $\frac{1}{2}$ " iron rod set,
 N44°50'11"E a distance of 611.20 feet to a $\frac{1}{2}$ " iron rod set,
 N27°53'40"E a distance of 354.65 feet to a $\frac{1}{2}$ " iron rod set,
 N05°43'15"W a distance of 43.27 feet to a $\frac{1}{2}$ " iron rod set,
 N38°09'08"E a distance of 155.19 feet to a $\frac{1}{2}$ " iron rod set,
 and N30°26'24"E a distance of 83.24 feet to a $\frac{1}{2}$ " iron rod set
 for a northwest corner, same being a northwest corner of the
 aforementioned 783.033 acres, same lying in the north line of
 the aforementioned 1223.82 acres, same also lying in the south
 line of a 423.43 acre tract of land described by deed recorded
 in Volume 172, Page 314, Deed Records of Palo Pinto County,
 Texas;

THENCE along the north line of the aforementioned 783.033 acres,
 the north line of the aforementioned 1223.82 acres and the south
 line of the aforementioned 423.43 acres, S88°50'23"E a distance of
 1150.81 feet to a steel post, N85°07'08"E a distance of 909.59 feet
 to a brass disc in concrete, and N71°03'24"E, passing a brass disc
 in concrete at 2194.45 feet, a total distance of 2758.56 feet to a
 $\frac{1}{2}$ " iron rod set for the most northerly corner, same being the most
 northerly corner of the said 783.033 acres, same lying on the west
 bank of the Brazos River;

THENCE along the east line of the aforementioned 783.033 acres and the west bank of the aforementioned Brazos River. S29°12'25"E a distance of 248.68 feet to an iron rod set in the northwest right-of-way (120 foot wide right-of-way) of the aforementioned State Highway 16 for the most easterly corner, same being the most easterly corner of the said 783.033 acres;

THENCE along the east line of the aforementioned 783.033 acres and the west right-of-way of the aforementioned State Highway 16, S54°36'16"W a distance of 370.00 feet to a $\frac{1}{4}$ " iron rod set for the point of curvature of a curve to the right having a radius of 2804.93 feet, a central angle of 08°11'00" and a chord which bears S58°41'46"W a distance of 400.28 feet;

THENCE continuing an arc distance of 400.62 feet to a $\frac{1}{4}$ " iron rod set for a point of tangency;

THENCE S62°47'16"W a distance of 2049.00 feet to a $\frac{1}{4}$ " iron rod set for the point of curvature of a curve to the left having a radius of 2924.93 feet, a central angle of 08°11'00" and a chord which bears S58°41'46"W a distance of 417.40 feet;

THENCE continuing an arc distance of 417.76 feet to a $\frac{1}{4}$ " iron rod set for the point of tangency;

THENCE S54°36'16"W a distance of 854.90 feet to a $\frac{1}{4}$ " iron rod set for the point of curvature of a curve to the left having a radius of 1492.70 feet, a central angle of 27°19'00" and a chord which bears S40°56'46"W a distance of 704.95 feet;

THENCE continuing an arc distance of 711.67 feet to a $\frac{1}{4}$ " iron rod set for the point of tangency;

THENCE S27°17'16"W a distance of 978.20 feet to a $\frac{1}{4}$ " iron rod set for a point of curvature of a curve to the left, having a radius of 2352.00 feet, a central angle of 34°16'00" and a chord which bears S10°09'16"W a distance of 1385.78 feet;

THENCE continuing an arc distance of 1406.65 feet to a $\frac{1}{4}$ " iron rod set for a point of tangency;

THENCE S06°58'44"E a distance of 1241.60 feet to a $\frac{1}{4}$ " iron rod set for the point of curvature of a curve to the right having a radius of 2232.00 feet, a central angle of 44°11'00" and a chord which bears S15°06'46"W a distance of 1678.86 feet;

THENCE continuing an arc distance of 1721.19 feet to a $\frac{1}{4}$ " iron rod set for a point of tangency;

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THENCE S37°12'16"W a distance of 668.93 feet to the PLACE OF BEGINNING containing 839.083 acres of land.

THE STATE OF TEXAS X
COUNTY OF BEXAR X KNOW ALL MEN BY THESE PRESENTS:

I, Billy H. Ethridge, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained from an on the ground survey made under my direction and supervision in August 1990, August 1991, and November 1992.

Date 25th day of NOVEMBER, 1992, A.D.



Billy H. Ethridge
Billy H. Ethridge
Registered Professional Land Surveyor
No. 4302 - State of Texas

25th

Sharon Warrick

FILED
 At 11:55 O'clock A M.
 JAN 26 1994
Bobbie Smith
 Clerk of the County Court
 Palo Pinto County, Texas
 By MW Deputy

THE STATE OF TEXAS
County of Palo Pinto

I, Bobbie Smith, Clerk of the County Court in and for said County do hereby certify that the above instrument in writing, with its certificate of authentication, was filed for record in my office on the 26 day of Jan A.D. 19 94 at 11:55 o'clock A M. and recorded the 26 day of Jan A.D. 19 94 in the Official Public Records of said County in Volume 803 Pages 703

Witness my hand and official seal in Palo Pinto, Texas, the day and year last above written.

Bobbie Smith
 County Clerk, Palo Pinto County, Texas

Maurine Thelmsky Deputy