DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DEDICATION OF ROAD

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GILLESPIE §

WHEREAS, T.O.M. Development Company, LLC, a Texas Limited Liability Company (the "Developer"), is the owner of the real property described on Exhibit "A" attached hereto and fully incorporated herein by reference (the "Property");

985023

WHEREAS, Developer intends to construct one or more roads through the Property and sell portions of the Property in smaller tracts (the "Tracts"), which shall in no event consist of less than twenty (20) acres, to interested third party buyers;

WHEREAS, Developer desires to subject all of the Property to the protective covenants, conditions and restrictions set forth herein; and

WHEREAS, Developer desires to dedicate the Roadway (as hereinafter defined) to the use of the Owners of the Tracts and their respective successors and assigns, and to provide for the maintenance obligations with respect to such Roadway.

NOW THEREFORE, it is hereby declared that the Property shall henceforth be owned, held, transferred, sold, and conveyed subject to the following:

ARTICLE I

Dedication of Roadway

1. Developer hereby dedicates the roadway ("Roadway") generally depicted on Exhibit "B" attached hereto and fully incorporated herein by reference, such Roadway being sixty (60) feet in width the centerline of which is described by metes and bounds on Exhibits "B-1" and "B-2" attached hereto, for the common use of all parties (including Developer, and Developer's successors and assigns) now or hereafter owning an interest in any part of the Property (collectively, the "Owners" and individually, an "Owner"), and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadway, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon

and out of said way (the "Roadway Easement"). The dedication and grant of the Roadway Easement includes Developer's rights and interests in the easements described in that certain Road Easement executed by Edmund M. Jacoby and Developer, dated May 21, 1998, recorded in Volume 346, Page 743-749 of the Real Property Records of Gillespie County, Texas. The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Developer, the Developer's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

ARTICLE II

Road Maintenance Obligations

1. As long as the Developer is the owner of any portion of the Property, the Developer shall have the sole and exclusive right to construct the road to be constructed along the Roadway, the right to determine the need for maintenance and repair of the Roadway, and the right to maintain and repair the Roadway. All costs of new road construction shall be the sole responsibility of Developer as long as Developer is the owner of any portion of the Property. All maintenance and repair costs of such Roadway shall be the responsibility of the Owners (except the Owner(s) of that portion of the Property described on Exhibit "C" attached hereto (hereafter referred to as "Tract 1"), or any portion thereof as provided for below.

2. From and after the time the Developer is no longer an owner of any portion of the Property, the Owners of a majority of the then existing number of tracts at the Property (excluding the Owner(s) of Tract 1, or portions thereof) (a "Majority of Owners") shall have the right to determine the need for maintenance and repair of the Roadway and the right to maintain and repair the Roadway. All costs of maintenance and repair shall be the responsibility of the Owners (except the Owner(s) of Tract 1, or portions thereof) as provided for below.

3. Except for the Owner(s) of Tract 1, or portions thereof, each Owner shall be obligated to contribute a pro rata portion of the costs incurred in the maintenance and repair

of the Roadway, such pro rata portion to be determined based upon the number of separate tracts of land into which the Property may be divided from time to time. The Owner(s) of Tract 1, or portions thereof, shall not be obligated to pay any of such maintenance or repair costs, and Tract 1, or portions thereof shall not be considered in determining the other Owners' pro rata portions of such maintenance or repair costs. (By way of example only, and not limitation, as of the date of this Declaration, the Property (excluding Tract 1) is divided into sixteen tracts - Tract 2 through Tract 17. Therefore, the pro rata portion of maintenance and repair costs of the Roadway the Owner(s) of a Tract is obligated to pay is equal to one-sixteenth (1/16th) of such costs. If Tract 9 is subsequently divided into two (2) tracts, the pro rata portion of such costs allocable to the Owner(s) of a Tract will then be equal to one-seventeenth (1/17th) of such costs.)

4. Annually, on or before January 31 of each year, the Roadway maintenance and repair budget for such year ("Annual Budget") and each Owner's pro rata portion ("Pro Rata Share") of such budget shall be determined, taking into consideration (i) the anticipated maintenance and repair costs for the upcoming year, (iii) any excess maintenance and repair expenses incurred or excess maintenance and repair funds collected from the prior year, and (iii) the need for reasonable reserves. As long as the Developer is the owner of any portion of the Property on January 1 of such year, the Annual Budget and each Owner's Pro Rata Share shall be determined by Developer. With respect to the first year in which Developer is not the owner of any portion of the Property on January 1 of such year, and each year thereafter, the Annual Budget and each Owner's Pro Rata Share shall be determined by a Majority of Owners. If the Developer is to determine the Annual Budget and each Owner's Pro Rata Share, the Developer shall call an annual meeting ("Annual Budget Meeting") of the Owners to present such Budget on or before January 31 of such year, and shall, after such meeting, send written notice to each Owner setting forth the Annual Budget for such year and such Owner's Pro Rata Share (the "Assessment Notice"). If a Majority of Owners is to determine the Annual Budget and each Owner's Pro Rata Share, a Majority of Owners shall call the Annual Budget Meeting and, at or before such meeting, a Majority of Owners shall designate a representative ("Owner's Representative") who shall preside over the meeting, present the Annual Budget and, after such meeting, send the Assessment Notice.

5. Each Owner's Pro Rata Share shall be payable within thirty (30) days after such Owner's receipt of the Assessment Notice (the "Assessment Due Date"). If an Owner fails to pay such Owner's Pro Rata Share on or before the Assessment Due Date, (i) the unpaid amount of such Pro Rata Share shall accrue interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate allowable by law, and (ii) Developer, or any Owner(s), in addition to any other rights and remedies Developer or such Owner(s) may have at law or in equity, shall have the right to bring a cause of action to require the defaulting Owner to pay such Owner's Pro Rata Share, plus interest as provided for above, and

Developer and/or such Owner(s) shall be entitled to recover all costs and expenses reasonably incurred in connection with the enforcement and collection of the obligations of the defaulting Owner hereunder, including, without limitation, reasonable attorneys fees and costs of court.

6. The Developer (if the Developer determines the Annual Budget) or the Owner's Representative (if a Majority of Owners determines the Annual Budget) shall be responsible for ensuring that all funds received from Owners for maintenance and repair of the Roadway are used for such purposes only and not for any other purpose.

7. The obligations provided for herein shall be appurtenant to the Property, shall run with the land, and shall inure to the benefit of the Developer, each Owner, and their respective heirs, personal representatives, successors and assigns of any portion of the Property owned by each.

8. As long as the Developer owns any portion of the Property, the road maintenance obligations set forth in this Article II (the "Road Maintenance Obligations"), may be modified, amended, rescinded or terminated by a written instrument signed by the Developer and filed of record in the Real Property Records of Gillespie County, Texas; provided that, no modification or amendment shall affect the obligations of any Owner arising prior to such modification or amendment, and no such modification or amendment shall have the effect of increasing the liability of any then existing Owner for Road Maintenance Obligations above such Owner's Pro Rata Share as determined above, unless such Owner also executes the written instrument providing for such modification or amendment. From and after the date the Developer no longer owns any portion of the Property, the Road Maintenance Obligations may be modified, amended, rescinded or terminated by a written instrument, signed by the Owners of a at least two-thirds (2/3) of the then existing number of Tracts constituting the Property (excluding the Owner(s) of Tract 1 and any portions thereof), and filed of record in the Real Property Records of Gillespie County, Texas; provided that no modification or amendment shall affect the obligations of any Owner arising prior to such modification or amendment, and no such modification or amendment shall have the effect of increasing the liability of any then existing Owner for Road Maintenance Obligations above such Owner's Pro Rata Share as determined above, unless such Owner also executes the written instrument providing for such modification or amendment.

ARTICLE III

Reservation of Utility Easements

Developer reserves unto Developer and Developer's successor and/or assigns, an easement for utility purposes (i) ten (10) feet wide on each side of all Tract boundary lines (other than any boundary line located in the Roadway), (ii) twenty (20) feet along all perimeter boundary lines of the Property (other than any boundary line, or portion thereof, located in the Roadway), (iii) twenty (20) feet along, outside of and contiguous to the boundary lines of the Roadway, and (iv) along and across the Roadway (but, with respect to (iv) above, only for purposes of allowing such utilities to cross such Roadway and only if (a) such utility lines are buried at a depth of at least three (3) feet, or are overhead at a height of at least twenty-two (22) feet, and (b) no utility poles or other above ground markers or structures are placed in the Roadway, and (c) such utilities do not in any way damage the road constructed along the Roadway or hinder or affect the use of the Roadway for ingress and egress purposes pursuant to the Roadway Easement except temporarily for the placement of such utility lines), for the installation and maintenance of electric, telephone, sewer and other utility lines and easements for anchor/guy combinations wherever necessary, and reserves the right to cut and trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress to and from and across each Tract and the Property to employees of utilities owning such utility lines or supplying such utilities. Developer shall have the right to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

ARTICLE IV

Restrictive Covenants

1. The Developer hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Developer and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Developer and each Owner of any part of the Property, and their respective heirs, successors and assigns.

A. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. Servant's quarters, one (1) guest house, and related outbuildings may be constructed after the completion of construction of the principal dwelling, but not before.

(2) Barns, stables, pens, fences and other similar improvements may be made on a Tract prior to construction of the principal dwelling.

(3) Single-family dwellings shall contain a minimum of 1200 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(4) The exterior of the dwelling, servants quarters, guesthouse and related outbuildings shall be constructed of wood, masonite or comparable material, rock, stone, brick or masonry.

(5) The exterior of any building shall be completed not later than eight (8) months after laying the foundation of such building.

(6) All buildings shall be newly constructed and erected on site. No building shall be moved on to a Tract. An Owner shall be entitled, however, to incorporate historical and other previously used building materials and fixtures into a newly constructed building.

(7) A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

(8) Mobile homes, modular homes, pre-manufactured homes and/or industrial-built homes shall not be used as a dwelling nor stored on any Tract. Notwithstanding the above, not more than one (1) recreational vehicle may be stored on a Tract.

(9) Unless otherwise approved by Developer due to the condition of the terrain and other factors which may create difficulties in the construction of fences, which approval may be granted until such time as the Developer no longer owns an

interest in the Property, all perimeter fences with respect to a Tract shall be four (4) feet in height, shall be built of new materials, be of professional appearance, and shall be constructed to the following specifications:

Corners shall consist of 2-3/8" diameter pipes set to a reasonable depth in concrete, with 2-3/8" welded horizontal pipe and 2-3/8" welded angle brace pipe anchored five (5) feet from the brace post. Line posts, set no more than fifteen (15) feet apart, shall be green steel "T" posts. All pipes shall be painted green to match the "T" posts. Wire shall consist of (i) 1035 netting with two (2) barbed or smooth wires on top, or (ii) seven (7) strands of barbed wire or smooth wire. Stays shall be of cedar and/or twisted wire and shall be installed a minimum of every five (5) feet. All such fences shall be maintained in good condition.

B. Setback Requirements

(1) No building may be erected on any Tract nearer than one hundred (100) feet from the front, side, or rear boundary of such Tract. Except for entrance and other gates, fences and utility lines or poles, nothing shall be stored or erected within one hundred feet (100') from the front, side or rear boundary of a Tract.

C. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used for single-family residential purposes only, and no Tract shall be used for any commercial purpose. Notwithstanding the above, and as exceptions thereto, a Tract may be used for (i) growing and processing of various agricultural products and commodities, including, by way of illustration (but not limitation), a vineyard and winery, fruit trees, pecan groves, and permanent grass (e.g. hay meadows or grazing pastures), (ii) the raising of livestock, poultry or other animals, except that swine and other similar stock shall be raised

solely for the personal consumption of Owner, or as part of a bona fide FFA or 4-H livestock show animal project (but only for the duration of the project), and no more than two (2) swine may be kept on a tract at any one time, (iii) if such use does not significantly increase traffic flow to and from any Tract, a craft or art related business (including, without limitation, a painting, photography, wood, metal or glass sculptor or fabrication business, or the conduct of a home office, and/or (iv) a bed and breakfast containing not more than three (3) bedrooms.

(2) All livestock, pets and poultry shall be provided shelter and shall be kept under fence within the boundaries of a Tract. This restriction shall not apply to unsold Tracts owned by Developer. Furthermore, Developer shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has fenced such Owner's Tract.

(3) There shall be no commercial feeding operation nor commercial breeding of animals or fowl on any Tract. Animals used for grazing a Tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(4) A church shall not be located on any Tract.

(5) During the construction period of the principal dwelling, an Owner may camp in a recreational vehicle on such Owner's Tract for a period not to exceed nine (9) months. Prior to the construction of the principal dwelling, an Owner shall be permitted to camp on such Owner's Tract overnight in either a recreational vehicle, travel trailer, camper, or tent, for a period not to exceed ten consecutive calendar (10) days, and not more than forty (40) total calendar days in any one calendar year. Notwithstanding the above, not more than one (1) recreational vehicle may be stored on a Tract.

(6) Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous material, as defined by any

state or federal law, rule or regulation, shall not be buried or disposed of on any Tract. Noxious or offensive activity shall not be permitted on any Tract, nor any activity which would be considered an annoyance or nuisance to other Owners.

(7) Mineral exploration of any type which will damage the surface shall not be permitted on any Tract.

(8) Hunting shall be permitted; however, no Tract shall be leased or subleased for hunting purposes. Each Owner of a Tract on which hunting occurs ("Responsible Owner") shall be obligated, jointly and severally, to indemnify and hold harmless, Developer, the Owners of all other Tracts, and their respective heirs, successors, assigns, agents, guests, tenants, invitees, permittees and others who come onto the Property ("Indemnified Parties"), from and against any and all losses, costs, damages, claims, debts, demands, causes of action, expenses (including reasonable attorneys fees), obligations and liabilities of whatsoever kind and nature, that may be incurred by or threatened against such Indemnified Parties, arising out of and/or as a result of any hunting activities on such Responsible Owner's Tract.

D. Restriction Against Subdivision

(1) Prior to the later of (i) six (6) months after the date Developer no longer is an owner of any portion of the Property, or (ii) January 1, 2005 (the later to occur of such dates is hereafter referred to as "Subdivision Date"), the resubdivision, partition or other dividing of ownership of any Tract shall not be permitted without the prior written consent of the Developer. After the Subdivision Date, an Owner shall be entitled to resubdivide such Owner's Tract as such Owner shall see fit, so long as each and every one of the resubdivided portions of the Tract contain at least twenty (20) acres.

2. The covenants, conditions and restrictions set forth in this Article IV are for the benefit of Developer and all Owners and their respective successors and assigns, shall run with the land, and shall be enforceable at law or in equity by Developer and any one or more of the Owners.

3. The invalidity or unenforceability of any one or more of the covenants, conditions and restrictions set forth in this Article IV shall not affect the enforceability of the remaining covenants, conditions and restrictions. The failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to future enforcement of such covenant, condition or restriction, or any other covenant, condition or restriction.

4. As long as the Developer owns more than five (5) of the Tracts constituting the Property, the covenants, conditions and restrictions set forth in this Article IV may be modified, amended, rescinded or terminated by a written instrument signed by the Developer and filed of record in the Real Property Records of Gillespie County, Texas, and the consent or joinder of any of the Owners shall not be required. From and after the date the Developer no longer owns five (5) of the Tracts constituting the Property, the covenants, conditions and restrictions set forth in this Article IV may be modified, amended, rescinded or terminated by a written instrument, signed by the Owners of a at least two-thirds (2/3) of the then existing number of tracts at the Property, and filed of record in the Real Property Records of Gillespie County, Texas. Neither Developer, nor any Owner, shall have any liability or obligation whatsoever to any Owner with respect to any modification, amendment, rescission or termination of a covenant, condition or restriction made in accordance herewith. Subject to the rights of the Developer or the Owners to modify, amend, rescind or terminate the covenants, conditions or restrictions set forth in this Article IV. at any time in accordance with the above, the covenants, conditions and restrictions set forth in this Article IV. shall be binding until January 1, 2030, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by the Owners of at least two-thirds (2/3) of the then existing number of tracts at the Property terminating these covenants, conditions and restrictions, has been filed of record in the Real Property Records of Gillespie County, Texas.

ARTICLE V

Miscellaneous

1. By acceptance of a deed to any portion of the Property, each Owner, for such Owner and such Owner's successors and assigns, agrees to be bound by all the terms and provisions of this Declaration.

2. If any term or provision of this Declaration or the application thereof shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not

affect the validity or enforceability of any of the other terms or provisions of this Declaration, and all such terms and provisions shall remain in full force and affect. No failure of Developer or any Owner to seek enforcement of any term or provisions of this Declaration shall constitute a waiver of any right to do so in the future, nor shall such failure affect the validity or enforceability of any such term or provision.

3. This Declaration shall be governed by, construed and enforced according the laws of the State of Texas, and venue of any action or proceeding brought to enforce this Declaration shall be in Gillespie County, Texas.

4. Developer shall have and hereby reserves the right at any time and from time to time, without the joinder of consent of any other person, to amendment this Declaration by an instrument in writing executed by Developer only, and filed for record in the Real Property Records of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary or appropriate for the benefit of the overall development, as determined by Developer, in Developer's sole discretion.

EXECUTED as of the 10th day of November, 1998.

T.O.M. Development, LLC, a Texas Limited Liability Company

By: MANAGER
Andrew Z. Smith, Manager

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 10th day of November, 1998 by Andrew Z. Smith, Manager of T.O.M. Development, L.L.C., on behalf of said company.

MARK H. BEALL
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/18/2002

Notary Public in and for
The State of Texas

I, Edmund W. Jacoby, owner and holder of liens against the Property, such liens being evidenced by a vendor's lien retained in Deed dated May 21, 1998, from Edmund W. Jacoby to T.O.M. Development Company, LLC, recorded in Volume 346, Pages 733-742, Real Property Records of Gillespie County, Texas, as well as a Deed of Trust dated May 21, 1998 to Carroll J. Bryla, Trustee, recorded in Volume 346, Pages 750-762, Real Property Records of Gillespie County, Texas, do hereby subordinate my liens and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, I hereby confirm that I am the present owner of the above described liens and have not assigned the same nor any part thereof.

Edmund W Jacoby
Edmund W. Jacoby

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 4th day of ~~October~~ November, 1998 by Edmund W. Jacoby.

CRISTOL N. SCHOESSOW
Notary Public
State of Texas
Comm. Exp. 12-10-2000

Cristol N. Schoessow
Notary Public in and for
The State of Texas

I, Tom Clowe, owner and holder of a lien against the Property, such lien being evidenced by a Deed of Trust dated May 21, 1998 to Michael R. Ezell, Trustee, recorded in Volume 346, Pages 763-774, Real Property Records of Gillespie County, Texas, do hereby subordinate my lien and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, I hereby confirm that I am the present owner of the above described lien and have not assigned the same nor any part thereof.

Tom Clowe

I, Edmund W. Jacoby, owner and holder of liens against the Property, such liens being evidenced by a vendor's lien retained in Deed dated May 21, 1998, from Edmund W. Jacoby to T.O.M. Development Company, LLC, recorded in Volume 346, Pages 733-742, Real Property Records of Gillespie County, Texas, as well as a Deed of Trust dated May 21, 1998 to Carroll J. Bryla, Trustee, recorded in Volume 346, Pages 750-762, Real Property Records of Gillespie County, Texas, do hereby subordinate my liens and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, I hereby confirm that I am the present owner of the above described liens and have not assigned the same nor any part thereof.

Edmund W. Jacoby

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the ___ day of October, 1998 by Edmund W. Jacoby.

Notary Public in and for
The State of Texas

I, Tom Clowe, owner and holder of a lien against the Property, such lien being evidenced by a Deed of Trust dated May 21, 1998 to Michael R. Ezell, Trustee, recorded in Volume 346, Pages 763-774, Real Property Records of Gillespie County, Texas, do hereby subordinate my lien and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, I hereby confirm that I am the present owner of the above described lien and have not assigned the same nor any part thereof.

Tom Clowe

STATE OF ~~TEXAS~~ Mississippi §

COUNTY OF Rankin §

This instrument was acknowledged before me on the 29th day of October, 1998 by Tom Clowe.

Karen K. Adams

Notary Public in and for
The State of ~~Texas~~ Mississippi

KAREN KAY ADAMS NOTARY PUBLIC RANKIN COUNTY, MS

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 9, 2000
BONDED THRU STEGALL NOTARY SERVICE

We, James R. Cocke and wife, Joy G. Cocke owners and holders of a lien against the Property, such lien being evidenced by a Deed of Trust dated May 21, 1998 to Michael R. Ezell, Trustee, recorded in Volume 346, Pages 775-786, Real Property Records of Gillespie County, Texas, do hereby subordinate our lien and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, we hereby confirm that we are the present owners of the above described lien and have not assigned the same nor any part thereof.

_____
James R. Cocke

_____
Joy G. Cocke

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of October, 1998 by James R. Cocke and wife, Joy G. Cocke.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of October, 1998 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

We, James R. Cocke and wife, Joy G. Cocke owners and holders of a lien against the Property, such lien being evidenced by a Deed of Trust dated May 21, 1998 to Michael R. Ezell, Trustee, recorded in Volume 346, Pages 775-786, Real Property Records of Gillespie County, Texas, do hereby subordinate our lien and interest in all things in the Property to this Declaration of Covenants, Conditions and Restrictions and Dedication of Road. Further, we hereby confirm that we are the present owners of the above described lien and have not assigned the same nor any part thereof.

James R. Cocke

Joy G. Cocke

STATE OF TEXAS §

COUNTY OF Cameron §

This instrument was acknowledged before me on the 2nd day of ~~October~~ November, 1998 by James R. Cocke and wife, Joy G. Cocke.

ENEDINA DELATORRE
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-11-2001

Notary Public in and for
The State of Texas

EXHIBIT "A"

655.1 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 655.1 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

18.9 acres of land, part of the H.E. & W.T. R.R. Co. Survey No. 101, Abstract No. 1472;
68.6 acres of land, part of the Elizabeth Dittmar Survey No. 829, Abstract No. 769;
241.5 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;
38.9 acres of land, part of the B.H. McLendon Survey No. 36, Abstract No. 779;
287.2 acres of land, part of the Peter Jacoby Survey No. 200, Abstract No. 1352;

and being part of that 500 acre tract of land, more or less, described in a conveyance by Partition Deed to Bertha Jacoby, dated March 1, 1959, found of record in Volume 78, pages 189-190 of the Deed Records of Gillespie County, Texas, and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 655.1 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6, Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of said Deed Records, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 500 acre Jacoby tract, for the S.S.W. corner of this tract of land;

THENCE with the general course of a fence the East line of said 100 acre tract and a West line of said 500 acre tract, N. 0 deg. 39 min. 20 sec. W. 1428.14 feet to a 1/2 inch steel bar found set at a corner post in the occupational South line of said Survey No. 199, for the occupational N.E. corner of said Survey No. 6, for the occupational W.N.W. corner of said Survey No. 200, for the N.E. corner of said 100 acre tract, for a reentrant corner of said 500 acre tract, for a reentrant corner of this tract of land;

THENCE with the general course of a fence along the North lines of said 100 acre tract and that 291 acre tract of land described of record in Volume 67, pages 293-295 of said Deed Records, and South lines of said 500 and said 333 acre tracts as follows:

S. 89 deg. 47 min. 40 sec. W. 2047.12 feet to a ½ inch steel bar set at a corner post;
S. 75 deg. 56 min. W. 64.34 feet to a ½ inch steel bar set at a corner post;
S. 89 deg. 53 min. 05 sec. W. 942.57 feet to a fence corner post;
S. 89 deg. 44 min. 50 sec. W. 635.07 feet to a ½ inch steel bar set at a fence corner post, for the S.E. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the East line of said 45.3 acre tract as follows:

N. 0 deg. 03 min. 15 sec. E. 683.55 feet to a post;

Continued on page 2 of 3

N. 0 deg. 57 min. 30 sec. E. 146.76 feet to a ½ inch steel bar found set at a corner post, for the N.E. corner of said 45.3 acre tract, for a corner of this tract of land;

THENCE with the general course of a fence as follows:
N. 8 deg. 32 min. W. 12.42 feet to a North gatepost;
N. 7 deg. 51 min. E. 18.8 feet to a pipe corner post;
N. 5 deg. 46 min. E., crossing a branch, 31.79 feet to a 12 inch dia. Elm tree;
N. 39 deg. 12 min. E., not with a fence, 20.64 feet to a ½ inch steel bar set at a corner post;
N. 11 deg. 03 min. 25 sec. W. 257.75 feet to a ½ inch steel bar set;
N. 11 deg. 08 min. 40 sec. W. 591.16 feet to a ½ inch steel bar set at a fence corner;
N. 79 deg. 21 min. 15 sec. E. 95.23 feet to a ½ inch steel bar set at a corner post;
N. 14 deg. 53 min. 25 sec. W. 56.57 feet to a ½ inch steel bar set at a corner post;
N. 43 deg. 16 min. 25 sec. W. 69.08 feet to a ½ inch steel bar set at a corner post;
N. 16 deg. 19 min. 35 sec. W. 215.15 feet to a ½ inch steel bar set at a corner post;
N. 24 deg. 06 min. 10 sec. E. 29.19 feet to a ½ inch steel bar set at an 8 inch dia. Elm tree;
N. 9 deg. 56 min. 30 sec. W. 757.95 feet to a ½ inch steel bar set at a corner post;
N. 56 deg. 29 min. 40 sec. E. 328.89 feet to a ½ inch steel bar set at a corner post in the South line of that 873 7/10 acre tract of land described of record in Volume 171, pages 772-774 of said Deed Records and in the North line of said 333 acre tract, for the most northerly N.W. corner of this tract of land;

THENCE with the general course of a fence along the South line of said 873 7/10 acre tract and the North lines of said 333 and 500 acre tracts as follows:
N. 89 deg. 54 min. 30 sec. E. 2849.5 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 15 sec. E. 917.53 feet to a ½ inch steel bar set;
N. 89 deg. 50 min. 55 sec. E. 1050.75 feet to a ½ inch steel bar set at a corner post;
N. 89 deg. 46 min. 40 sec. E. 1047.02 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 30 sec. E. 2268.43 feet to a West gap post;
S. 86 deg. 14 min. E. 13.84 feet to a cedar corner post, for the most northerly N.W. corner of that 279.98 acre tract of land described of record in Volume 323, pages 412-417 of the Real Property Records of Gillespie County, Texas, for the N.E. corner of said 500 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along West lines of said 279.98 acre tract and the East line of said 500 acre tract as follows:
S. 0 deg. 15 min. 40 sec. W. 1435.04 feet to a ½ inch steel bar found set at a corner post;
S. 0 deg. 11 min. 35 sec. W. 849.71 feet to a ½ inch steel bar found set near a fence corner post, for a reentrant corner of said 279.98 acre tract, for the E.S.E. corner of this tract of land;

THENCE with North, West, and N.W. lines of said 279.98 acre tract as follows:
S. 88 deg. 19 min. W. 47.95 feet to a fence corner post;
S. 89 deg. 14 min. 15 sec. W. 576.15 feet to a ½ inch steel bar found set near a fence corner post;
S. 0 deg. 44 min. E. 881.74 feet to a ½ inch steel bar found set near a fence corner post;
S. 64 deg. 58 min. 16 sec. W. 1413.97 feet to a ½ inch steel bar found set at a fence corner post, for a N.W. corner of said 279.98 acre tract, for a reentrant corner of this tract of land;

Continued on page 3 of 3

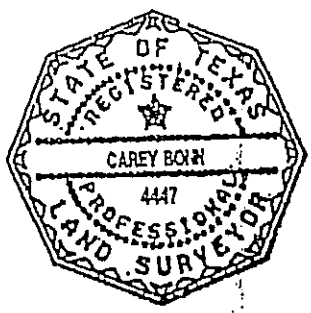
THENCE with the general course of a fence along a West line of said 279.98 acre tract, S. 18 deg. 53 min. E. 665.19 feet to a ½ inch steel bar found set at a corner post in the occupational North line of said Survey No. 658 and in the North line of said 296 acre tract, for the W.S.W. corner of said 279.98 acre tract, for the occupational S.S.E. corner of said Survey No. 200, for the S.S.E. corner of said 500 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 296 acre tract and a South line of said 500 acre tract as follows:

S. 89 deg. 06 min. 55 sec. W. 1171.35 feet;

S. 89 deg. 17 min. 10 sec. W. 1567.31 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

EXHIBIT "A"

36.28 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:

N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 08 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:

N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

358 245

EXHIBIT "B"

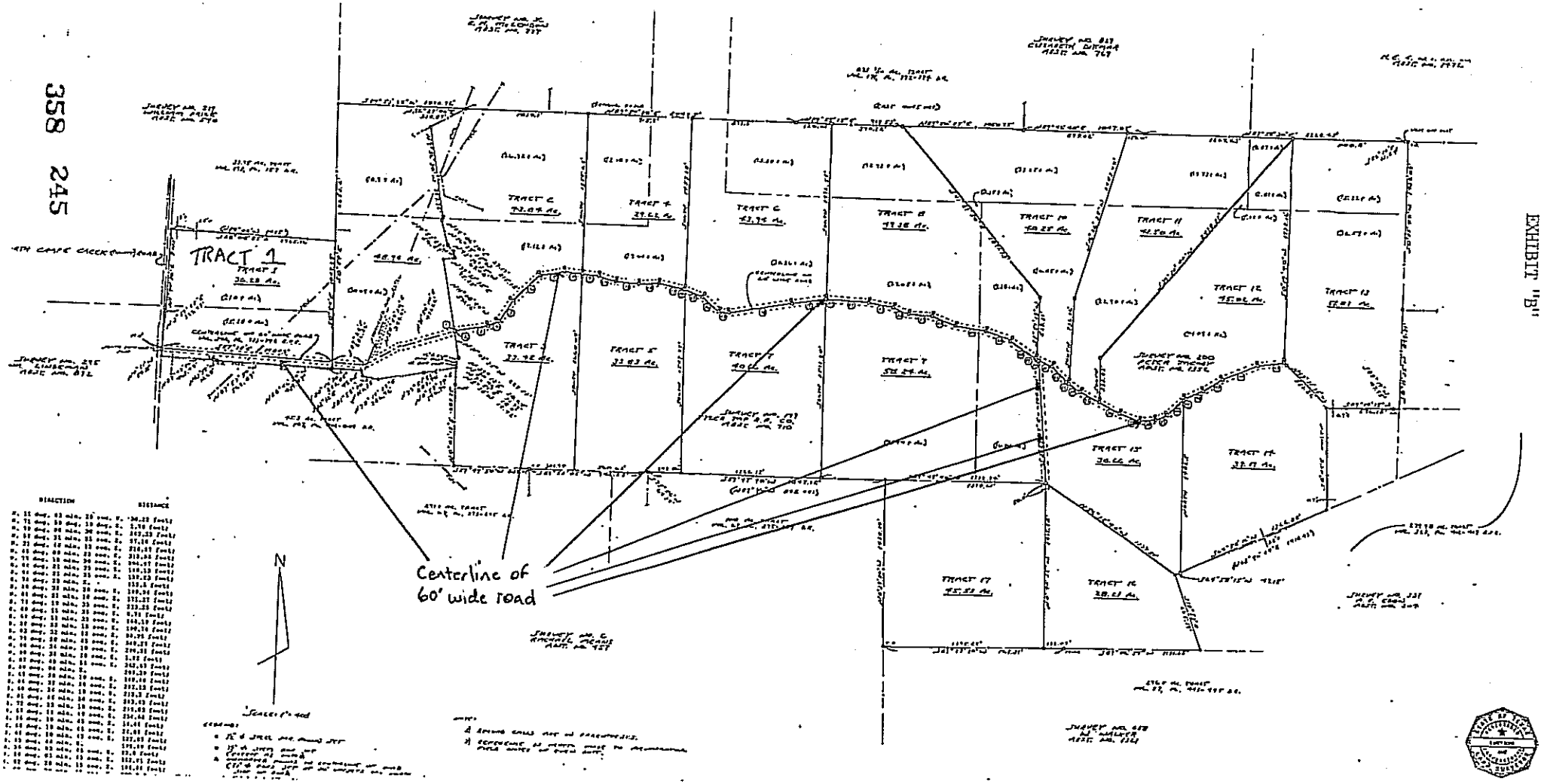


EXHIBIT "B-1"

Centerline of a 60 foot wide traveled road

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of T.O.M. Development Company LLC. Said road is situated in Gillespie County, Texas, and passes through part of the Tyler Tap R.R. Company Survey No. 199, Abstract No. 910, and through part of the Peter Jacoby Survey No. 200, Abstract no. 1352 and through part of that 36.28 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas, and through part of that 48.94 acre tract surveyed for Edmund Jacoby being a remainder of that 333 acre tract of land described of record in Volume 78, pages 190-191 of the Deed Records of Gillespie County, Texas, and through part of that 655.1 acre tract of land also described in said conveyance to T.O.M. Development Company LLC, and through part of Elm Ridge Ranch, an unrecorded subdivision.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a point in the centerline of a 60 foot wide traveled road and in the East line of the North Grape Creek (county) Road and in a West line of said 36.28 acre T.O.M. Development LLC tract, for the POINT OF BEGINNING, from which a ½ inch steel bar found set at a fence corner post for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records and for the S.W. corner of said 36.28 acre tract bears S. 3 deg. 59 min. 25 sec. W. 10.0 feet and S. 0 deg. 21 min. E. 54.31 feet;

THENCE with the centerline of said traveled road as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

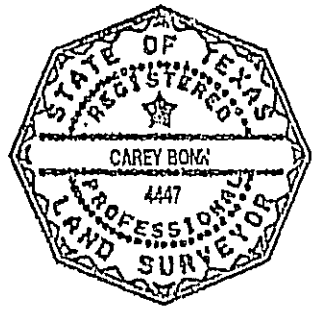
S. 87 deg. 28 min. E., at 1484.9 feet crossing the East line of said 36.28 acre tract and the West line of said 48.94 acre remainder tract, 1767.46 feet in all;
N. 58 deg. 59 min. 30 sec. E. 349.21 feet;
N. 71 deg. 58 min. 10 sec. E., at 471.22 feet a ½ inch steel bar set in the East line of said 48.94 acre remainder tract and in the a West line of said 655.1 acre tract, 473.01 feet in all;
N. 79 deg. 08 min. 30 sec. E. 283.33 feet;
N. 59 deg. 51 min. 55 sec. E. 97.16 feet;
N. 31 deg. 48 min. 15 sec. E. 214.87 feet;
N. 45 deg. 09 min. 25 sec. E. 315.86 feet;
N. 77 deg. 15 min. 30 sec. E. 204.97 feet;
S. 84 deg. 21 min. 35 sec. E. 299.36 feet;
S. 74 deg. 25 min. E. 155.5 feet;
S. 86 deg. 35 min. 20 sec. E. 199.94 feet;
N. 84 deg. 51 min. 10 sec. E. 171.37 feet;
S. 79 deg. 19 min. 35 sec. E. 233.25 feet;
S. 69 deg. 11 min. 35 sec. E. 174.93 feet;
S. 52 deg. 52 min. 15 sec. E. 190.74 feet;
S. 83 deg. 32 min. 15 sec. E. 84.95 feet;
N. 79 deg. 20 min. 45 sec. E. 549.27 feet;
N. 80 deg. 34 min. 10 sec. E. 300.43 feet;

Continued on page 2 of 2

Centerline of a traveled
60 foot wide road

S. 87 deg. 45 min. 55 sec. E. 362.67 feet;
S. 80 deg. 08 min. E. 209.39 feet;
S. 65 deg. 58 min. 10 sec. E. 140.48 feet;
S. 86 deg. 32 min. 50 sec. E. 203.13 feet;
S. 68 deg. 24 min. 10 sec. E. 215.3 feet;
S. 81 deg. 46 min. 50 sec. E. 263.65 feet;
S. 72 deg. 55 min. 10 sec. E. 248.03 feet;
S. 57 deg. 14 min. 40 sec. E. 254.64 feet;
S. 66 deg. 10 min. 45 sec. E. 161.38 feet;
S. 45 deg. 44 min. E. 192.89 feet;
S. 56 deg. 03 min. 45 sec. E. 135.71 feet;
S. 62 deg. 28 min. 15 sec. E. 387.14 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 219.13 feet;
N. 65 deg. 18 min. E. 154.13 feet;
N. 57 deg. 47 min. 50 sec. E. 188.02 feet;
N. 66 deg. 02 min. 10 sec. E. 325.07 feet;
N. 83 deg. 08 min. 40 sec. E. 223.44 feet to a ½ inch steel bar set, for the S.E. corner of that 45.02 acre Tract 12 and for the W.S.W. corner of that 51.81 acre Tract 13 and for the N.N.E. corner of that 39.19 acre Tract 14 of said Elm Ridge Ranch subdivision, for the end of this survey and description of said road, from which a ½ inch steel bar found set near a fence corner post for a reentrant corner of said 655.1 acre tract bears S.47 deg. 21 min. 15 sec. E. 533.26 feet.

Survey completed May 6, 1998--Revised October 22, 1998



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

Centerline of a proposed
60 foot wide road

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a proposed 60 foot wide road made at the request of T.O.M. Development Company LLC. Said private road is located in Elm Ridge Ranch, an unrecorded subdivision situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of that 655.1 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas.

Said centerline is described by metes and bounds as follows, to wit:

COMMENCING for reference at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6, Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of the Deed Records of Gillespie County, Texas, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 655.1 acre tract, for the S.W. corner of that 45.53 acre Tract 17 of said Elm Ridge Ranch subdivision;

THENCE with the general course of a fence along the occupational North line of said 296 acre tract and the South line of said 655.1 acre tract and said Tract 17, N. 89 deg. 17 min. 10 sec. E. 1395.24 feet to a 1/2 inch steel bar set, for the S.W. corner of that 28.21 acre Tract 16, Elm Ridge Ranch, for the S.E. corner of said Tract 17;

THENCE with the West line of said Tract 16 and the East line of said Tract 17, N. 0 deg. 40 min. 55 sec. W. 1365.78 feet to a ½ inch steel bar set, for the POINT OF BEGINNING of said 60 foot wide proposed road;

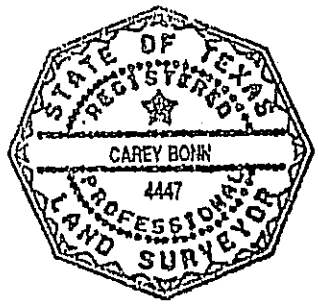
THENCE with the centerline of said proposed 60 foot wide road, being the West line of said Tract 16 and the East line of said Tract 17, N. 0 deg. 40 min. 55 sec. W. 50.0 feet to a ½ inch steel bar set, for the N.W. corner of said Tract 16, for the N.E. corner of said Tract 17, for the S.W. corner of Tract 15 and S.E. corner of Tract 9, Elm Ridge Ranch, for a centerline angle point of said 60 foot wide proposed road;

THENCE with the centerline of said 60 foot wide proposed road, being the West line of said Tract 15 and the East line of said Tract 9, N. 3 deg. 59 min. 25 sec. W. 1045.31 feet to a ½ inch steel bar set in the centerline of a 60 foot wide traveled road, for the N.W. corner of said Tract 15, for the N.E. corner of said Tract 9, for the end of this survey and description of the centerline of said road.

Survey completed May 6, 1998--Revised October 22, 1998

Continued on page 2 of 2

Centerline of a proposed
60 foot wide road



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

EXHIBIT "C"

36.28 acre Tract 1

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is part of Elm Ridge Ranch, an unrecorded subdivision, situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:

N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 08 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:

N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

47.00

CPJ 4/14

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DEDICATION OF ROAD AND RELEASE OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GILLESPIE §

993892

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Dedication of Road (the "Declaration") dated November 10, 1998, and filed of record in Volume 358, Pages 226 - 250 of the Real Property Records of Gillespie County, Texas, T.O.M. Development Company, LLC ("Developer"), a Texas Limited Liability Company, dedicated the "Roadway" described therein (the "Roadway"), granted the "Roadway Easement" described therein ("Roadway Easement"), created certain road maintenance obligations, reserved certain utility easements, and placed certain restrictive covenants on the real property described on Exhibit A attached hereto and fully incorporated herein by reference (the "Property");

WHEREAS, pursuant to a Warranty Deed with Vendor's Lien ("Fowler Deed") executed by Developer, to Chester W. Fowler and wife, Melissa Fowler (the "Fowlers"), recorded in Volume 358, Pages 397-412 of the Real Property Records of Gillespie County, Texas, Developer granted to the Fowlers the free, nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the "Road Easement" described in such Fowler Deed (the "Fowler Easement");

WHEREAS, pursuant to a Warranty Deed ("Phillips Deed") executed by Developer to Dennis K. Philips and wife, Sandra G. Phillips (the "Phillips"), recorded in Volume 372, Pages 577-592 of the Real Property Records of Gillespie County, Texas, Developer granted to the Phillips the free, nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the "Road Easement" described in such Phillips Deed (the "Phillips Easement");

WHEREAS, the undersigned, being the Developer, and all Owners (as such term is defined in the Declaration) of any portion of the Property, hereby desire to (i) amend the Declarations as set forth herein to remove and exclude the road described on Exhibit B, attached hereto and fully incorporated herein by reference (the "Abandoned Roadway Easement"), from the Roadway and the Roadway Easement, (ii) waive, release and terminate any and all liabilities and obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (iii) release and abandon any and all rights, titles and interests any of them may have in

the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Fowler Deed, and/or the Phillips Deed, and the undersigned lienholders ("Lien Holders") of any portion of the Property hereby consent to same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Developer and Owners hereby amend the Declaration in the following manner and the undersigned Lien Holders consent to same;

1. The diagram depicting the Roadway set forth on Exhibit "B" attached to the Declaration is hereby amended to depict the Roadway in the manner set forth on Exhibit C attached hereto and fully incorporated herein by reference.

2. The description of the Roadway set forth on Exhibit "B-1" attached to the Declaration is hereby amended to read as set forth on Exhibit "D" attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

FURTHERMORE, the undersigned Developer and Owners, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby (i) waive, release and terminate any and all liabilities or obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (ii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Fowler Deed and/or the Phillips Deed, and agree that all such rights, titles and interests shall revert to the owner or owners of the property or properties over which the Abandoned Roadway Easement is located, and the undersigned Lien Holders hereby consent to same.

Dated effective the 29th day of June, 1999.

Developer:

T.O.M. Development Company, LLC, a
Texas Limited Liability Company

By: _____
Tom Clowe, Manager



Subscribed & sworn before me on 8/17/99.
Diana Martinez

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Lien Holders:

Edmund W. Jacoby

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By:_____

(Printed Name and Title)

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Lien Holders:

/s/ Edmund W. Jacoby
Edmund W. Jacoby

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By:_____

(Printed Name and Title)

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Lien Holders:

Edmund W. Jacoby

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By:_____

(Printed Name and Title)

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Lien Holders:

Edmund W. Jacoby

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: _____

(Printed Name and Title)

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Lien Holders:

Edmund W. Jacoby

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: Stuart A. Barton

President & CEO

(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 1999 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of August, 1999 by Chester W. Fowler and wife, Melissa Fowler.

C W Fowler
Melissa Fowler

Diana Martinez
Notary Public in and for
The State of Texas

DIANA MARTINEZ
Notary Public, State of Texas
My Commission Expires 03-24-2001

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 1999 by Dennis K. Phillips and wife, Sandra G. Phillips.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 20th day of Aug, 1999 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

SARAH E MCGUFFEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 05/28/2002

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 1999 by Chester W. Fowler and wife, Melissa Fowler.

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 7th day of July, 1999 by Dennis K. Phillips and wife, Sandra G. Phillips.

Notary Public in and for
The State of Texas

JACOB J. WALLA
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 2, 2001

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 19th day of AUGUST, 1999 by Edmund W. Jacoby.

Carroll J. Bryla
Notary Public in and for
The State of Texas

CARROLL J. BRYLA
Notary Public
State of Texas
Comm. Exp. 01-02-2001

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 20th day of Aug-, 1999 by Tom Clowe.

Notary Public in and for
The State of Texas

SARAH E. MCGUFFEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 05/28/2002

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 1999 by James R. Cocke and wife, Joy G. Cocke.

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the ___ day of _____, 1999 by Edmund W. Jacoby.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 1999 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Cameron §

This instrument was acknowledged before me on the 17th day of August, 1999 by James R. Cocke and wife, Joy G. Cocke.

SARAH H. SANCHEZ
Notary Public, State of Texas
My Commission Expires
APRIL 14, 2002

Sarah H. Sanchez
Notary Public in and for
The State of Texas

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First Amen... ...ted Declaration - Page 5

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 17th day of August, 1999 by Stephen A. Bertram, President & CEO of Independence Bank, N. A., on behalf of said bank.

SHERI NEWPORT RIEHL
MY COMMISSION EXPIRES
June 28, 2000

Sheri Newport Riehl
Notary Public in and for
The State of Texas

EXHIBIT "A" 655.1 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 655.1 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

18.9 acres of land, part of the H.E. & W.T. R.R. Co. Survey No. 101, Abstract No. 1472;
68.6 acres of land, part of the Elizabeth Dittmar Survey No. 829, Abstract No. 769;
241.5 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;
38.9 acres of land, part of the B.H. McLendon Survey No. 36, Abstract No. 779;
287.2 acres of land, part of the Peter Jacoby Survey No. 200, Abstract No. 1352;

and being part of that 500 acre tract of land, more or less, described in a conveyance by Partition Deed to Bertha Jacoby, dated March 1, 1959, found of record in Volume 78, pages 189-190 of the Deed Records of Gillespie County, Texas, and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 655.1 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6; Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of said Deed Records, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 500 acre Jacoby tract, for the S.S.W. corner of this tract of land;

THENCE with the general course of a fence the East line of said 100 acre tract and a West line of said 500 acre tract, N. 0 deg. 39 min. 20 sec. W. 1428.14 feet to a 1/2 inch steel bar found set at a corner post in the occupational South line of said Survey No. 199, for the occupational N.E. corner of said Survey No. 6, for the occupational W.N.W. corner of said Survey No. 200, for the N.E. corner of said 100 acre tract, for a reentrant corner of said 500 acre tract, for a reentrant corner of this tract of land;

THENCE with the general course of a fence along the North lines of said 100 acre tract and that 291 acre tract of land described of record in Volume 67, pages 293-295 of said Deed Records, and South lines of said 500 and said 333 acre tracts as follows:

S. 89 deg. 47 min. 40 sec. W. 2047.12 feet to a ½ inch steel bar set at a corner post;
S. 75 deg. 56 min. W. 64.34 feet to a ½ inch steel bar set at a corner post;
S. 89 deg. 53 min. 05 sec. W. 942.57 feet to a fence corner post;
S. 89 deg. 44 min. 50 sec. W. 635.07 feet to a ½ inch steel bar set at a fence corner post, for the S.E. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the East line of said 45.3 acre tract as follows:

N. 0 03 min. 15 sec. E. 683.55 feet to a post;

Contin on page 2 of 3

379 101
358 241
346 737

N. 0 deg. 57 min. 30 sec. E. 146.76 feet to a ½ inch steel bar found set at a corner post, for the N.E. corner of said 45.3 acre tract, for a corner of this tract of land;

THENCE with the general course of a fence as follows:
N. 8 deg. 32 min. W. 12.42 feet to a North gatepost;
N. 7 deg. 51 min. E. 18.8 feet to a pipe corner post;
N. 5 deg. 46 min. E., crossing a branch, 31.79 feet to a 12 inch dia. Elm tree;
N. 39 deg. 12 min. E., not with a fence, 20.64 feet to a ½ inch steel bar set at a corner post;
N. 11 deg. 03 min. 25 sec. W. 257.75 feet to a ½ inch steel bar set;
N. 11 deg. 08 min. 40 sec. W. 591.16 feet to a ½ inch steel bar set at a fence corner;
N. 79 deg. 21 min. 15 sec. E. 95.23 feet to a ½ inch steel bar set at a corner post;
N. 14 deg. 53 min. 25 sec. W. 56.57 feet to a ½ inch steel bar set at a corner post;
N. 43 deg. 16 min. 25 sec. W. 69.08 feet to a ½ inch steel bar set at a corner post;
N. 16 deg. 19 min. 35 sec. W. 215.15 feet to a ½ inch steel bar set at a corner post;
N. 24 deg. 06 min. 10 sec. E. 29.19 feet to a ½ inch steel bar set at an 8 inch dia. Elm tree;
N. 9 deg. 56 min. 30 sec. W. 757.95 feet to a ½ inch steel bar set at a corner post;
N. 56 deg. 29 min. 40 sec. E. 328.89 feet to a ½ inch steel bar set at a corner post in the South line of that 873 7/10 acre tract of land described of record in Volume 171, pages 772-774 of said Deed Records and in the North line of said 333 acre tract, for the most northerly N.W. corner of this tract of land;

THENCE with the general course of a fence along the South line of said 873 7/10 acre tract and the North lines of said 333 and 500 acre tracts as follows:
N. 89 deg. 54 min. 30 sec. E. 2849.5 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 15 sec. E. 917.53 feet to a ½ inch steel bar set;
N. 89 deg. 50 min. 55 sec. E. 1050.75 feet to a ½ inch steel bar set at a corner post;
N. 89 deg. 46 min. 40 sec. E. 1047.02 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 30 sec. E. 2268.43 feet to a West gap post;
S. 86 deg. 14 min. E. 13.84 feet to a cedar corner post, for the most northerly N.W. corner of that 279.98 acre tract of land described of record in Volume 323, pages 412-417 of the Real Property Records of Gillespie County, Texas, for the N.E. corner of said 500 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along West lines of said 279.98 acre tract and the East line of said 500 acre tract as follows:
S. 0 deg. 15 min. 40 sec. W. 1435.04 feet to a ½ inch steel bar found set at a corner post;
S. 0 deg. 11 min. 35 sec. W. 849.71 feet to a ½ inch steel bar found set near a fence corner post, for a reentrant corner of said 279.98 acre tract, for the E.S.E. corner of this tract of land;

THENCE with North, West, and N.W. lines of said 279.98 acre tract as follows:
S. 88 deg. 19 min. W. 47.95 feet to a fence corner post;
S. 89 deg. 14 min. 15 sec. W. 576.15 feet to a ½ inch steel bar found set near a fence corner post;
S. 0 deg. 44 min. E. 881.74 feet to a ½ inch steel bar found set near a fence corner post;
S. 64 deg. 58 min. 16 sec. W. 1413.97 feet to a ½ inch steel bar found set at a fence corner post, for a W. corner of said 279.98 acre tract, for a reentrant corner of this tract of land;

Continued on page 3 of 3

358 242

379 102

EXHIBIT "A"

655.1 acre tract

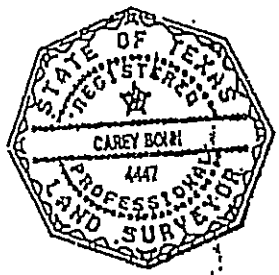
THENCE with the general course of a fence along a West line of said 279.98 acre tract, S. 18 deg. 53 min. E. 665.19 feet to a ½ inch steel bar found set at a corner post in the occupational North line of said Survey No. 658 and in the North line of said 296 acre tract, for the W.S.W. corner of said 279.98 acre tract, for the occupational S.S.E. corner of said Survey No. 200, for the S.S.E. corner of said 500 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 296 acre tract and a South line of said 500 acre tract as follows:

S. 89 deg. 06 min. 55 sec. W. 1171.35 feet;

S. 89 deg. 17 min. 10 sec. W. 1567.31 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998



Carey Bonn

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

358 243

379 103

346 739

EXHIBIT "A"

36.28 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:

N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 08 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:

N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

358 244 379 104

EXHIBIT "B"
Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of T.O.M. Development Company LLC. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352 and through part of that 655.1 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said Real Property Records.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set in the centerline of a 60 foot wide traveled road, for the S.E. corner of that 45.02 acre Tract 12, for the W.S.W. corner of that 51.81 acre Tract 13, and for the N.N.E. corner of that 39.19 acre Tract 14, Elm Ridge Ranch subdivision and being the ending point of said 60 foot wide road easement described of record in Volume 358, pages 226-250 of said Real Property Records, for the POINT OF BEGINNING, from which a ½ inch steel bar found set near a fence corner post for a reentrant corner of said 655.1 acre tract bears S. 47 deg. 21 min. 15 sec. E. 533.26 feet:

THENCE with the centerline of said 60 foot wide traveled road as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 83 deg. 08 min. 40 sec. W. 223.44 feet;
S. 66 deg. 02 min. 10 sec. W. 325.07 feet;
S. 57 deg. 47 min. 50 sec. W. 188.02 feet;
S. 65 deg. 18 min. W. 154.13 feet;
S. 46 deg. 59 min. 30 sec. W. 23.15 feet to a ½ inch steel bar set, for the N.E. corner of that 30.66 acre Tract 15 and for the N.W. corner of that 39.19 acre Tract 14 of said Elm Ridge Ranch subdivision, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Revised June 28, 1999

STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

379 106
358 215

EXHIBIT "C"
Revised Exhibit "B" to Declaration

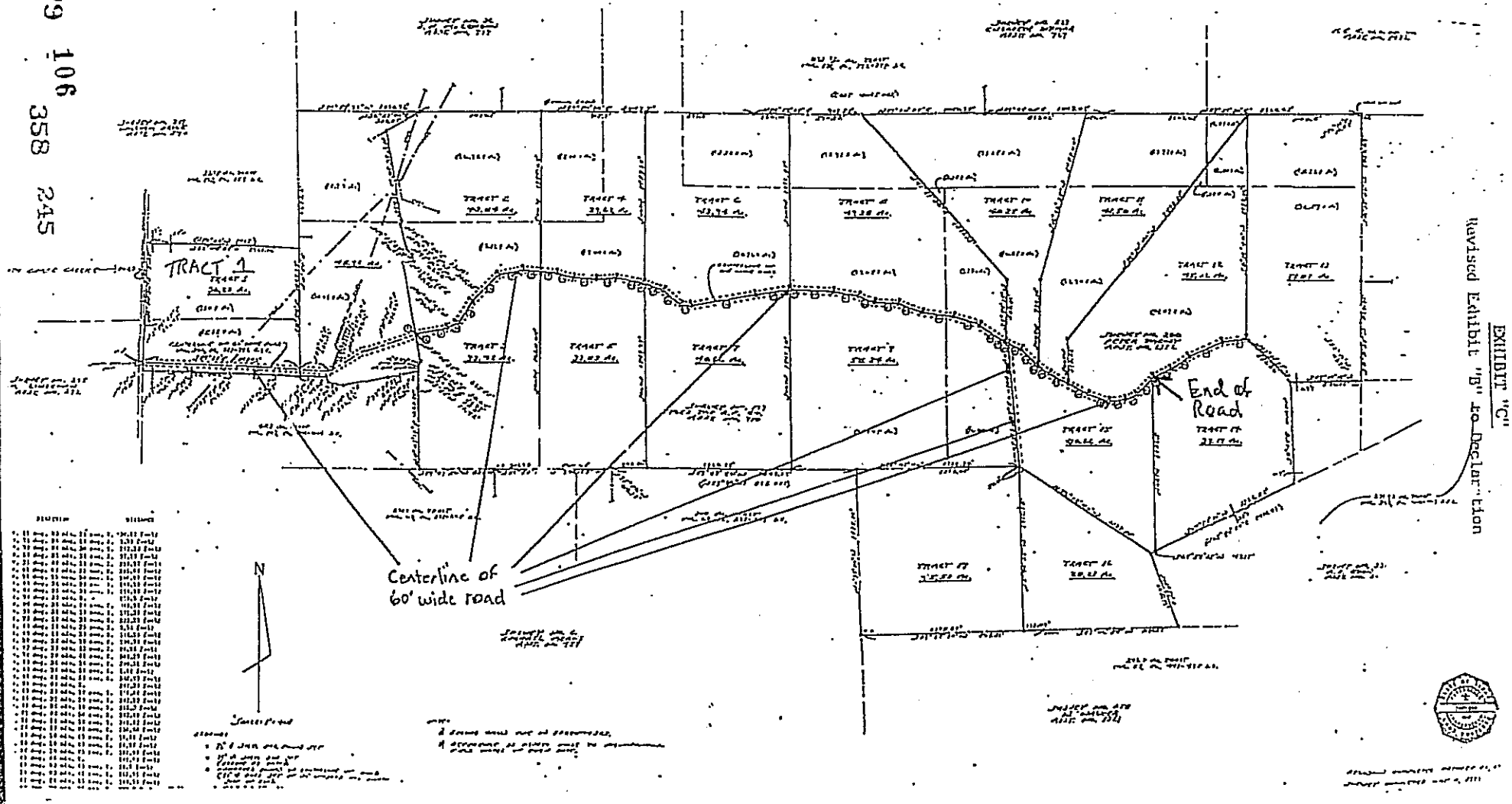


EXHIBIT "D"

Revised Exhibit "B-1" to Declaration

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of T.O.M. Development Company LLC. Said road is situated in Gillespie County, Texas, and passes through part of the Tyler Tap R.R. Company Survey No. 199, Abstract No. 910, and through part of the Peter Jacoby Survey No. 200, Abstract No. 1352 and through part of that 36.28 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas, and through part of that 48.94 acre tract surveyed for Edmund Jacoby, being a remainder of that 333 acre tract of land described of record in Volume 78, pages 190-191 of the Deed Records of Gillespie County, Texas, and through part of that 655.1 acre tract of land also described in said conveyance to T.O.M. Development Company LLC, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said Real Property Records.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a point in the centerline of a 60 foot wide traveled road and in the East line of the North Grape Creek (county) Road and in a West line of said 36.28 acre T.O.M. Development LLC tract, for the POINT OF BEGINNING, from which a ½ inch steel bar found set at a fence corner post for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records and for the S.W. corner of said 36.28 acre tract bears S. 3 deg. 59 min. 25 sec. W. 10.0 feet and S. 0 deg. 21 min. E. 54.31 feet;

THENCE with the centerline of said traveled road as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 87 deg. 28 min. E., at 1484.9 feet crossing the East line of said 36.28 acre tract and the West line of said 48.94 acre remainder tract, 1767.46 feet in all;
N. 58 deg. 59 min. 30 sec. E. 349.21 feet;
N. 71 deg. 58 min. 10 sec. E., at 471.22 feet a ½ inch steel bar set in the East line of said 48.94 acre remainder tract and in the a West line of said 655.1 acre tract, 473.01 feet in all;
N. 79 deg. 08 min. 30 sec. E. 283.33 feet;
N. 59 deg. 51 min. 55 sec. E. 97.16 feet;
N. 31 deg. 48 min. 15 sec. E. 214.87 feet;
N. 45 deg. 09 min. 25 sec. E. 315.86 feet;
N. 77 deg. 15 min. 30 sec. E. 204.97 feet;
S. 84 deg. 21 min. 35 sec. E. 299.36 feet;
S. 74 deg. 25 min. E. 155.5 feet;
S. 86 deg. 35 min. 20 sec. E. 199.94 feet;
N. 84 deg. 51 min. 10 sec. E. 171.37 feet;
S. 79 deg. 19 min. 35 sec. E. 233.25 feet;

Continued on page 2 of 2

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

S. 69 deg. 11 min. 35 sec. E. 174.93 feet;
S. 52 deg. 52 min. 15 sec. E. 190.74 feet;
S. 83 deg. 32 min. 15 sec. E. 84.95 feet;
N. 79 deg. 20 min. 45 sec. E. 549.27 feet;
N. 80 deg. 34 min. 10 sec. E. 300.43 feet;
S. 87 deg. 45 min. 55 sec. E. 362.67 feet;
S. 80 deg. 08 min. E. 209.39 feet;
S. 65 deg. 58 min. 10 sec. E. 140.48 feet;
S. 86 deg. 32 min. 50 sec. E. 203.13 feet;
S. 68 deg. 24 min. 10 sec. E. 215.3 feet;
S. 81 deg. 46 min. 50 sec. E. 263.65 feet;
S. 72 deg. 55 min. 10 sec. E. 248.03 feet;
S. 57 deg. 14 min. 40 sec. E. 254.64 feet;
S. 66 deg. 10 min. 45 sec. E. 161.38 feet;
S. 45 deg. 44 min. E. 192.89 feet;
S. 56 deg. 03 min. 45 sec. E. 135.71 feet;
S. 62 deg. 28 min. 15 sec. E. 387.14 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.E. corner of that 30.66 acre Tract 15 and for the N.W. corner of that 39.19 acre Tract 14 of said Elm Ridge Ranch subdivision, for the end of description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Revised June 28, 1999



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DEDICATION OF ROAD AND RELEASE OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GILLESPIE §

04235

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Dedication of Road dated November 10, 1998, and filed of record in Volume 358, Pages 226 - 250 of the Real Property Records of Gillespie County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions and Dedication of Road and Release of Easement filed of record in Volume 379, Pages 089 - 108, Real Property Records of Gillespie County, Texas (the "Declaration") ,T.O.M. Development Company, LLC ("Developer"), a Texas Limited Liability Company, dedicated the "Roadway" described therein (the "Roadway"), granted the "Roadway Easement" described therein ("Roadway Easement"), created certain road maintenance obligations, reserved certain utility easements, and placed certain restrictive covenants on the real property described on Exhibit A attached hereto and fully incorporated herein by reference (the "Property");

WHEREAS, pursuant to the various deeds (the "Deeds") to the undersigned, Developer granted to the undersigned an easement in and along the Roadway Easement;

WHEREAS, the undersigned, being the Developer, and all Owners (as such term is defined in the Declaration) of any portion of the Property, hereby desire to (i) amend the Declarations as set forth herein to remove and exclude the road described on Exhibit B, attached hereto and fully incorporated herein by reference (the "Abandoned Roadway Easement"), from the Roadway and the Roadway Easement, (ii) waive, release and terminate any and all liabilities and obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (iii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Deeds, and/or any other instruments and documents, and the undersigned lienholders ("Lien Holders") of any portion of the Property hereby consent to same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Developer and Owners hereby amend the Declaration in the following manner and the undersigned Lien

Holders consent to same;

1. The diagram depicting the Roadway set forth on Exhibit "B" attached to the Declaration is hereby amended to depict the Roadway in the manner set forth on Exhibit C attached hereto and fully incorporated herein by reference.

2. The description of the Roadway set forth on Exhibit "B-1" attached to the Declaration is hereby amended to read as set forth on Exhibit "D" attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

FURTHERMORE, the undersigned Developer and Owners, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby (i) waive, release and terminate any and all liabilities or obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (ii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Deeds, and/or any other instruments and documents, and agree that all such rights, titles and interests shall revert to the owner or owners of the property or properties over which the Abandoned Roadway Easement is located, and the undersigned Lien Holders hereby consent to same.

Dated effective the 27th day of December, 2000.

Developer:

T.O.M. Development Company, LLC, a Texas Limited Liability Company

By: James R. Cocke
James R. Cocke, Manager

Owners:

Chester W. Fowler

Holders consent to same;

1. The diagram depicting the Roadway set forth on Exhibit "B" attached to the Declaration is hereby amended to depict the Roadway in the manner set forth on Exhibit C attached hereto and fully incorporated herein by reference.

2. The description of the Roadway set forth on Exhibit "B-1" attached to the Declaration is hereby amended to read as set forth on Exhibit "D" attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

FURTHERMORE, the undersigned Developer and Owners, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby (i) waive, release and terminate any and all liabilities or obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (ii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Deeds, and/or any other instruments and documents, and agree that all such rights, titles and interests shall revert to the owner or owners of the property or properties over which the Abandoned Roadway Easement is located, and the undersigned Lien Holders hereby consent to same.

Dated effective the 27 day of December, 2000.

Developer:

T.O.M. Development Company, LLC, a
Texas Limited Liability Company

By:_____
James R. Cocke, Manager

Owners:

Chester W. Fowler

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Carolyn B. Robinson

Lien Holders:

Tom Clowe

Owners:

Michael R. Hartmann

Carol A. Hartmann

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

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Bonnie M. Fickel

S. Rhett Robinson

Carolyn B. Robinson

Lien Holders:

Tom Clowe

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Carolyn B. Robinson

Lien Holders:

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: _____

_____
(Printed Name and Title)

Blanco National Bank

By: _____

_____
(Printed Name and Title)

First Victoria National Bank

By: _____

_____
(Printed Name and Title)

Broadway National Bank

By: _____

_____
(Printed Name and Title)

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: _____

Stephen A. Bertram, President and CEO
(Printed Name and Title)

Blanco National Bank

By: _____

(Printed Name and Title)

First Victoria National Bank

By: _____

(Printed Name and Title)

Broadway National Bank

By: _____

(Printed Name and Title)

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By:_____

(Printed Name and Title)

Blanco National Bank

By Susan Behrends

SUSAN BEHRENDS, VICE PRESIDENT

(Printed Name and Title)

First Victoria National Bank

By:_____

(Printed Name and Title)

Broadway National Bank

By:_____

(Printed Name and Title)

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: _____

_____
(Printed Name and Title)

Blanco National Bank

By: _____

_____
(Printed Name and Title)

First Victoria National Bank

By: Mike Cowley

Mike Cowley, Asst. Vice President
(Printed Name and Title)

Broadway National Bank

By: _____

_____
(Printed Name and Title)

James R. Cocke

Joy G. Cocke

Independence Bank, N. A.

By: _____

_____
(Printed Name and Title)

Blanco National Bank

By: _____

_____
(Printed Name and Title)

First Victoria National Bank

By: _____

_____
(Printed Name and Title)

Broadway National Bank

By: _____

ALVYN SCHAEFER, VICE PRESIDENT
(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF Cameron §

This instrument was acknowledged before me on the 6th day of January, 2000 by James R. Cocke, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

SARAH H. SANCHEZ
Notary Public, State of Texas
My Commission Expires
APRIL 14, 2002

Sarah H. Sanchez
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Chester W. Fowler and wife, Melissa Fowler.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Dennis K. Phillips and wife, Sandra G. Phillips.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2000 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the 11th day of January, 2000 by Chester W. Fowler and wife, Melissa Fowler.

ROSA CABRALES
MY COMMISSION EXPIRES
DECEMBER 17 2001

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Dennis K. Phillips and wife, Sandra G. Phillips.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2000 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Chester W. Fowler and wife, Melissa Fowler.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of January ~~2000~~ 2001 by Dennis K. Phillips and wife, Sandra G. Phillips.

MARILYN PETERS HEGAR
Notary Public
STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 31, 2004

Marilyn Peters Hegar
Notary Public in and for
The State of Texas

STATE OF ~~TEXAS~~ Pennsylvania §

COUNTY OF Allegheny

This instrument was acknowledged before me on the 17th day of March, ~~2000~~ 2001 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

Notarial Seal
Bridget M. Grzandziel, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires Dec. 15, 2003
Member, Pennsylvania Association of Notaries

Bridget M. Grzandziel
Notary Public in and for
The State of ~~Texas~~ Pennsylvania

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by George Peckham and wife, Diane F. Peckham.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Scott Nordentoft and wife, Delores Lott Nordentoft.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Gary S. Fickel and wife, Bonnie M. Fickel.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Montgomery §

This instrument was acknowledged before me on the 2nd day of January, ~~2000~~ 2001 by George Peckham and wife, Diane F. Peckham.

GAIL A. BRAND
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 02-13-2003

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Scott Nordentoft and wife, Delores Lott Nordentoft.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Gary S. Fickel and wife, Bonnie M. Fickel.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by George Peckham and wife, Diane F. Peckham.

_____
Notary Public in and for
The State of Texas

STATE OF ~~TEXAS~~ §

COUNTY OF Jefferson §

This instrument was acknowledged before me on the 26th day of January, ~~2000~~ 2001 by Scott Nordentoft and wife, Delores Lott Nordentoft.

Notary Public in and for
The State of ~~Texas~~ Wisconsin

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Gary S. Fickel and wife, Bonnie M. Fickel.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by George Peckham and wife, Diane F. Peckham.

_____
Notary Public in and for
The State of Texas

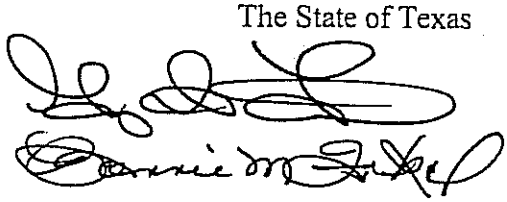
STATE OF TEXAS §

COUNTY OF _____ §

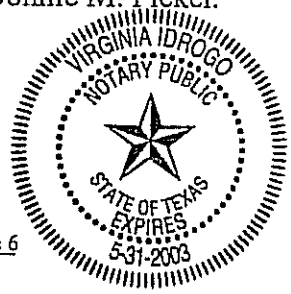
This instrument was acknowledged before me on the ___ day of _____, 2000 by Scott Nordentoft and wife, Delores Lott Nordentoft.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Bexar § 

This instrument was acknowledged before me on the 2nd day of January 2001, ~~2000~~ by Gary S. Fickel and wife, Bonnie M. Fickel.



Virginia Idrogo
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 8th day of January, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

MARGARET STICH SILVA
MY COMMISSION EXPIRES
December 19, 2004

Margaret Stich Silva
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by James R. Cocke and wife, Joy G. Cocke.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF McLENNAN §

This instrument was acknowledged before me on the 23rd day of JANUARY, ~~2000~~ 2001 by Tom Clowe.

PAT DENISON
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-06-2001

Pat Denison
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by James R. Cocke and wife, Joy G. Cocke.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Cameron §

This instrument was acknowledged before me on the 7th day of February, ~~2000~~ 2001 by James R. Cocke and wife, Joy G. Cocke.

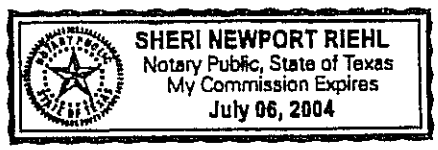
SARAH H. SANCHEZ
Notary Public, State of Texas
My Commission Expires
APRIL 14, 2002

Sarah H. Sanchez
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 29th day of December, 2000 by Stephen A. Bertram, President & CEO of Independence Bank, N. A., on behalf of said bank.



Sheri Newport Riehl
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Blanco National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of First Victoria National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Independence Bank, N. A., on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 27th day of December, 2000 by Susan Behrends, Vice President of Blanco National Bank, on behalf of said bank.

NANCY DUECKER
Notary Public, State of Texas
My Commission Expires
AUGUST 20, 2003

Nancy Duecker
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of First Victoria National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Independence Bank, N. A., on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Victoria §

This instrument was acknowledged before me on the 23rd day of January, ~~2000~~ 20001 by Mike Cowley, Asst. Vice Pres. of ~~Blanco National Bank~~ First Victoria National Bank, on behalf of said bank.

KARYL JEAN KELTON
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/26/2003

Karyl Jean Kelton
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of First Victoria National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30th day of JANUARY, 2000 by ALLYN SCHAECK, VICE PRESIDENT of Broadway National Bank, on behalf of said bank.

RUTH LEAL
Notary Public, State of Texas
My Commission expires
July 7, 2004

Ruth Leal
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 14th day of February, 2001 by Michael R. Hartmann and wife, Carol A. Hartmann.

Kathy Contreras

Notary Public in and for
The State of Texas

KATHY CONTRERAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/05/2004

EXHIBIT "A" 655.1 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 655.1 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

18.9 acres of land, part of the H.E. & W.T. R.R. Co. Survey No. 101, Abstract No. 1472;
68.6 acres of land, part of the Elizabeth Dittmar Survey No. 829, Abstract No. 769;
241.5 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;
38.9 acres of land, part of the B.H. McLendon Survey No. 36, Abstract No. 779;
287.2 acres of land, part of the Peter Jacoby Survey No. 200, Abstract No. 1352;

and being part of that 500 acre tract of land, more or less, described in a conveyance by Partition Deed to Bertha Jacoby, dated March 1, 1959, found of record in Volume 78, pages 189-190 of the Deed Records of Gillespie County, Texas, and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 655.1 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6; Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of said Deed Records, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 500 acre Jacoby tract, for the S.S.W. corner of this tract of land;

THENCE with the general course of a fence the East line of said 100 acre tract and a West line of said 500 acre tract, N. 0 deg. 39 min. 20 sec. W. 1428.14 feet to a 1/2 inch steel bar found set at a corner post in the occupational South line of said Survey No. 199, for the occupational N.E. corner of said Survey No. 6, for the occupational W.N.W. corner of said Survey No. 200, for the N.E. corner of said 100 acre tract, for a reentrant corner of said 500 acre tract, for a reentrant corner of this tract of land;

THENCE with the general course of a fence along the North lines of said 100 acre tract and that 291 acre tract of land described of record in Volume 67, pages 293-295 of said Deed Records, and South lines of said 500 and said 333 acre tracts as follows:

S. 89 deg. 47 min. 40 sec. W. 2047.12 feet to a ½ inch steel bar set at a corner post;
S. 75 deg. 56 min. W. 64.34 feet to a ½ inch steel bar set at a corner post;
S. 89 deg. 53 min. 05 sec. W. 942.57 feet to a fence corner post;
S. 89 deg. 44 min. 50 sec. W. 635.07 feet to a ½ inch steel bar set at a fence corner post, for the S.E. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the East line of said 45.3 acre tract as follows:

N. 0 . 03 min. 15 sec. E. 683.55 feet to a post;

379 101

Contin on page 2 of 3

358 241

346 737

416 783

N. 0 deg. 57 min. 30 sec. E. 146.76 feet to a ½ inch steel bar found set at a corner post, for the N.E. corner of said 45.3 acre tract, for a corner of this tract of land;

THENCE with the general course of a fence as follows:
N. 8 deg. 32 min. W. 12.42 feet to a North gatepost;
N. 7 deg. 51 min. E. 18.8 feet to a pipe corner post;
N. 5 deg. 46 min. E., crossing a branch, 31.79 feet to a 12 inch dia. Elm tree;
N. 39 deg. 12 min. E., not with a fence, 20.64 feet to a ½ inch steel bar set at a corner post;
N. 11 deg. 03 min. 25 sec. W. 257.75 feet to a ½ inch steel bar set;
N. 11 deg. 08 min. 40 sec. W. 591.16 feet to a ½ inch steel bar set at a fence corner;
N. 79 deg. 21 min. 15 sec. E. 95.23 feet to a ½ inch steel bar set at a corner post;
N. 14 deg. 53 min. 25 sec. W. 56.57 feet to a ½ inch steel bar set at a corner post;
N. 43 deg. 16 min. 25 sec. W. 69.08 feet to a ½ inch steel bar set at a corner post;
N. 16 deg. 19 min. 35 sec. W. 215.15 feet to a ½ inch steel bar set at an 8 inch dia. Elm tree;
N. 24 deg. 06 min. 10 sec. E. 29.19 feet to a ½ inch steel bar set at a corner post;
N. 9 deg. 56 min. 30 sec. W. 757.95 feet to a ½ inch steel bar set at a corner post in the South line of that 873 7/10 acre tract of land described of record in Volume 171, pages 772-774 of said Deed Records and in the North line of said 333 acre tract, for the most northerly N.W. corner of this tract of land;
N. 56 deg. 29 min. 40 sec. E. 328.89 feet to a ½ inch steel bar set at a corner post in the South

THENCE with the general course of a fence along the South line of said 873 7/10 acre tract and the North lines of said 333 and 500 acre tracts as follows:
N. 89 deg. 54 min. 30 sec. E. 2849.5 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 15 sec. E. 917.53 feet to a ½ inch steel bar set;
N. 89 deg. 50 min. 55 sec. E. 1050.75 feet to a ½ inch steel bar set at a corner post;
N. 89 deg. 46 min. 40 sec. E. 1047.02 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 30 sec. E. 2268.43 feet to a West gap post;
S. 86 deg. 14 min. E. 13.84 feet to a cedar corner post, for the most northerly N.W. corner of that 279.98 acre tract of land described of record in Volume 323, pages 412-417 of the Real Property Records of Gillespie County, Texas, for the N.E. corner of said 500 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along West lines of said 279.98 acre tract and the East line of said 500 acre tract as follows:
S. 0 deg. 15 min. 40 sec. W. 1435.04 feet to a ½ inch steel bar found set at a corner post;
S. 0 deg. 11 min. 35 sec. W. 849.71 feet to a ½ inch steel bar found set near a fence corner post, for a reentrant corner of said 279.98 acre tract, for the E.S.E. corner of this tract of land;

THENCE with North, West, and N.W. lines of said 279.98 acre tract as follows:
S. 88 deg. 19 min. W. 47.95 feet to a fence corner post;
S. 89 deg. 14 min. 15 sec. W. 576.15 feet to a ½ inch steel bar found set near a fence corner post;
S. 0 deg. 44 min. E. 881.74 feet to a ½ inch steel bar found set near a fence corner post;
S. 64 deg. 58 min. 16 sec. W. 1413.97 feet to a ½ inch steel bar found set at a fence corner post, for a W. corner of said 279.98 acre tract, for a reentrant corner of this tract of land;

Continued on page 3 of 3

379 102

358 242

416 784

EXHIBIT "A"

655.1 acre tract

THENCE with the general course of a fence along a West line of said 279.98 acre tract, S. 18 deg. 53 min. E. 665.19 feet to a ½ inch steel bar found set at a corner post in the occupational North line of said Survey No. 658 and in the North line of said 296 acre tract, for the W.S.W. corner of said 279.98 acre tract, for the occupational S.S.E. corner of said Survey No. 200, for the S.S.E. corner of said 500 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 296 acre tract and a South line of said 500 acre tract as follows:

S. 89 deg. 06 min. 55 sec. W. 1171.35 feet;

S. 89 deg. 17 min. 10 sec. W. 1567.31 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

STATE OF TEXAS REGISTERED CAREY BOHN 4447 PROFESSIONAL LAND SURVEYOR

Carey Bohn

Carey Bohn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

358 243

379 103

346 739

416 785

EXHIBIT "A"

36.28 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:
N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 03 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:
N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

STATE OF TEXAS
REGISTERED
CASEY BONN
4447
PROFESSIONAL
LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

416 786 358 244 379 104

Exhibit B
Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road
(along South line of Tract 12, Elm Ridge Ranch)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes of a survey of the centerline of a 60 foot wide traveled road made at the request of Eric Smith. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said the Real Property Records of Gillespie County, Texas.

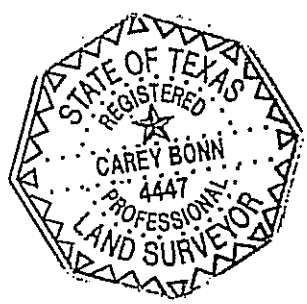
Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set in the centerline of said 60 foot wide road easement and in a North line of that 30.66 acre tract of land known as Tract 15, Elm Ridge Ranch, for the S.E. corner of that 41.50 acre tract of land known as Tract 11, Elm Ridge Ranch, for the S.W. corner of that 45.02 acre tract of land known as Tract 12, Elm Ridge Ranch, and described in a conveyance to Eric Tampke Smith, et ux, found of record in Volume 379, pages 117-129 of said Real Property Records, for the POINT OF BEGINNING;

THENCE with the centerline of said traveled road, being the North lines of said Tract 15 and the South lines of said Tract 12, as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 62 deg. 28 min. 15 sec. E. 200.3 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet ;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.W. corner of that 39.19 acre tract of land known as Tract 14, Elm Ridge Ranch, and also described in said conveyance to Eric Tampke Smith, et ux, for the N.E. corner of said 30.66 acre Tract 15, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Field notes prepared December 12, 2000



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

EXHIBIT "C"

Revised Exhibit "B" to Declaration

EXHIBIT D

Revised Exhibit "B-1" to Declaration

The portion of the Roadway described in this Exhibit B-1 shall be the portion of the Roadway along the centerline described on Exhibit B-1a attached hereto, SAVE AND EXCEPT the portion of such Roadway (the "Abandoned Roadway Easement") described on Exhibit B-1b attached hereto.

Exhibit B-1a

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of T.O.M. Development Company LLC. Said road is situated in Gillespie County, Texas, and passes through part of the Tyler Tap R.R. Company Survey No. 199, Abstract No. 910, and through part of the Peter Jacoby Survey No. 200, Abstract No. 1352 and through part of that 36.28 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas, and through part of that 48.94 acre tract surveyed for Edmund Jacoby, being a remainder of that 333 acre tract of land described of record in Volume 78, pages 190-191 of the Deed Records of Gillespie County, Texas, and through part of that 655.1 acre tract of land also described in said conveyance to T.O.M. Development Company LLC, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said Real Property Records.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a point in the centerline of a 60 foot wide traveled road and in the East line of the North Grape Creek (county) Road and in a West line of said 36.28 acre T.O.M. Development LLC tract, for the POINT OF BEGINNING, from which a ½ inch steel bar found set at a fence corner post for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records and for the S.W. corner of said 36.28 acre tract bears S. 3 deg. 59 min. 25 sec. W. 10.0 feet and S. 0 deg. 21 min. E. 54.31 feet;

THENCE with the centerline of said traveled road as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 87 deg. 28 min. E., at 1484.9 feet crossing the East line of said 36.28 acre tract and the West line of said 48.94 acre remainder tract, 1767.46 feet in all;
N. 58 deg. 59 min. 30 sec. E. 349.21 feet;
N. 71 deg. 58 min. 10 sec. E., at 471.22 feet a ½ inch steel bar set in the East line of said 48.94 acre remainder tract and in the a West line of said 655.1 acre tract, 473.01 feet in all;
N. 79 deg. 08 min. 30 sec. E. 283.33 feet;
N. 59 deg. 51 min. 55 sec. E. 97.16 feet;
N. 31 deg. 48 min. 15 sec. E. 214.87 feet;
N. 45 deg. 09 min. 25 sec. E. 315.86 feet;
N. 77 deg. 15 min. 30 sec. E. 204.97 feet;
S. 84 deg. 21 min. 35 sec. E. 299.36 feet;
S. 74 deg. 25 min. E. 155.5 feet;
S. 86 deg. 35 min. 20 sec. E. 199.94 feet;
N. 84 deg. 51 min. 10 sec. E. 171.37 feet;
S. 79 deg. 19 min. 35 sec. E. 233.25 feet;

Continued on page 2 of 2

Exhibit B-1b
Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road
(along South line of Tract 12, Elm Ridge Ranch)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes of a survey of the centerline of a 60 foot wide traveled road made at the request of Eric Smith. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said the Real Property Records of Gillespie County, Texas.

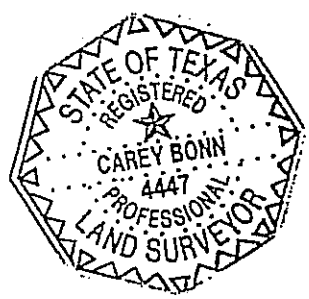
Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set in the centerline of said 60 foot wide road easement and in a North line of that 30.66 acre tract of land known as Tract 15, Elm Ridge Ranch, for the S.E. corner of that 41.50 acre tract of land known as Tract 11, Elm Ridge Ranch, for the S.W. corner of that 45.02 acre tract of land known as Tract 12, Elm Ridge Ranch, and described in a conveyance to Eric Tampke Smith, et ux, found of record in Volume 379, pages 117-129 of said Real Property Records, for the POINT OF BEGINNING;

THENCE with the centerline of said traveled road, being the North lines of said Tract 15 and the South lines of said Tract 12, as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 62 deg. 28 min. 15 sec. E. 200.3 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet ;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.W. corner of that 39.19 acre tract of land known as Tract 14, Elm Ridge Ranch, and also described in said conveyance to Eric Tampke Smith, et ux, for the N.E. corner of said 30.66 acre Tract 15, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Field notes prepared December 12, 2000

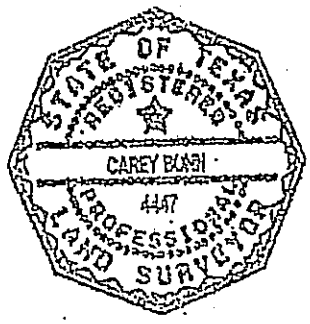


Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

S. 69 deg. 11 min. 35 sec. E. 174.93 feet;
S. 52 deg. 52 min. 15 sec. E. 190.74 feet;
S. 83 deg. 32 min. 15 sec. E. 84.95 feet;
N. 79 deg. 20 min. 45 sec. E. 549.27 feet;
N. 80 deg. 34 min. 10 sec. E. 300.43 feet;
S. 87 deg. 45 min. 55 sec. E. 362.67 feet;
S. 80 deg. 08 min. E. 209.39 feet;
S. 65 deg. 58 min. 10 sec. E. 140.48 feet;
S. 86 deg. 32 min. 50 sec. E. 203.13 feet;
S. 68 deg. 24 min. 10 sec. E. 215.3 feet;
S. 81 deg. 46 min. 50 sec. E. 263.65 feet;
S. 72 deg. 55 min. 10 sec. E. 248.03 feet;
S. 57 deg. 14 min. 40 sec. E. 254.64 feet;
S. 66 deg. 10 min. 45 sec. E. 161.38 feet;
S. 45 deg. 44 min. E. 192.89 feet;
S. 56 deg. 03 min. 45 sec. E. 135.71 feet;
S. 62 deg. 28 min. 15 sec. E. 387.14 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.E. corner of that 30.66 acre Tract 15 and for the N.W. corner of that 39.39 acre Tract 14 of said Elm Ridge Ranch subdivision, for the end of description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Revised June 28, 1999



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DEDICATION OF ROAD AND RELEASE OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GILLESPIE §

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Dedication of Road dated November 10, 1998, and filed of record in Volume 358, Pages 226 - 250 of the Real Property Records of Gillespie County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions and Dedication of Road and Release of Easement filed of record in Volume 379, Pages 089-108, Real Property Records of Gillespie County, Texas, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions and Dedication of Road and Release of Easement dated December 27, 2000, and filed in the Real Property Records of Gillespie County, Texas, (the "Declaration"), T.O.M. Development Company, LLC ("Developer"), a Texas Limited Liability Company, dedicated the "Roadway" described therein (the "Roadway"), granted the "Roadway Easement" described therein ("Roadway Easement"), created certain road maintenance obligations, reserved certain utility easements, and placed certain restrictive covenants on the real property described on Exhibit A attached hereto and fully incorporated herein by reference (the "Property");

WHEREAS, pursuant to the various deeds (the "Deeds") to the undersigned, Developer granted to the undersigned an easement in and along the Roadway Easement;

WHEREAS, the undersigned, being the Developer, and all Owners (as such term is defined in the Declaration) of any portion of the Property, hereby desire to (i) amend the Declarations as set forth herein to remove and exclude the road described on Exhibit B, attached hereto and fully incorporated herein by reference (the "Abandoned Roadway Easement"), from the Roadway and the Roadway Easement, (ii) waive, release and terminate any and all liabilities and obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (iii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Deeds, and/or any other instruments and documents, and the undersigned lienholders ("Lien Holders") of any portion of the Property hereby consent to same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Developer and Owners hereby amend the Declaration in the following manner and the undersigned Lien Holders consent to same;

1. The diagram depicting the Roadway set forth on Exhibit "B" attached to the Declaration is hereby amended to depict the Roadway in the manner set forth on Exhibit C attached hereto and fully incorporated herein by reference.

2. The description of the Roadway set forth on Exhibit "B-1" attached to the Declaration is hereby amended to read as set forth on Exhibit "D" attached hereto and fully incorporated herein by reference.

All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

FURTHERMORE, the undersigned Developer and Owners, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby (i) waive, release and terminate any and all liabilities or obligations of Developer and/or any Owner to contribute to the maintenance and repair of any road constructed along the Abandoned Roadway Easement, and (ii) release and abandon any and all rights, titles and interests any of them may have in the Abandoned Roadway Easement, whether granted, created, reserved or arising under or pursuant to the Declarations, the Deeds, and/or any other instruments and documents, and agree that all such rights, titles and interests shall revert to the owner or owners of the property or properties over which the Abandoned Roadway Easement is located, and the undersigned Lien Holders hereby consent to same.

Dated effective the ____ day of April, 2001.

Developer:

T.O.M. Development Company, LLC, a Texas Limited Liability Company

By: James R. Cocke
James R. Cocke, Manager

Owners:

Michael R. Hartmann

Carol A. Hartmann

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Chester W. Fowler

Melissa Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Scott Nordentoft

Delores Lott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Owners:

Chester W. Fowler

Melissa Fowler

Dennis K. Phillips

Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

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Chester W. Fowler

Melissa Fowler

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Sandra G. Phillips

Eric Tampke Smith

Cynthia Goodrich Smith

George Peckham

Diane F. Peckham

Scott Nordentoft

Delores Lott Nordentoft

Gary S. Fickel

Bonnie M. Fickel

S. Rhett Robinson

Carolyn B. Robinson

Carolyn B. Robinson

Lien Holders:

_____

Tom Clowe

_____

James R. Cocke

_____

Joy G. Cocke

Independence Bank, N.A.

By: _____

_____

(Printed Name and Title)

Blanco National Bank

By: _____

_____

(Printed Name and Title)

First Victoria National Bank

By: _____

_____

(Printed Name and Title)

Carolyn B. Robinson

Lien Holders:

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N.A.

By: _____

(Printed Name and Title)

Blanco National Bank

By: _____

(Printed Name and Title)

First Victoria National Bank

By: _____

(Printed Name and Title)

Carolyn B. Robinson

Lien Holders:

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N.A.

By: _____

Stephen A. Bertram, President and CEO
(Printed Name and Title)

Blanco National Bank

By: _____

(Printed Name and Title)

First Victoria National Bank

By: _____

(Printed Name and Title)

Carolyn B. Robinson

Lien Holders:

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N.A.

By: _____

(Printed Name and Title)

Blanco National Bank

By: Susan Behrend

SUSAN BEHREND, VICE PRESIDENT

(Printed Name and Title)

First Victoria National Bank

By: _____

(Printed Name and Title)

Carolyn B. Robinson

Lien Holders:

Tom Clowe

James R. Cocke

Joy G. Cocke

Independence Bank, N.A.

By: _____

(Printed Name and Title)

Blanco National Bank

By: _____

(Printed Name and Title)

First Victoria National Bank

By: Mike Cowley

Mike Cowley, Asst. Vice President

(Printed Name and Title)

Broadway National Bank

By: _____

ALLYN SLAUTER, VICE PRESIDENT

(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2000 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

_____

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Chester W. Fowler and wife, Melissa Fowler.

_____

Notary Public in and for
The State of Texas

Broadway National Bank

By: _____

_____
(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the 16th day of April, 2001 by James R. Cocke, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

MANDY P. RAMIREZ
Notary Public, State of Texas
My Commission Expires
AUG. 6, 2004

Mandy P. Ramirez
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2001 by Chester W. Fowler and wife, Melissa Fowler.

_____
Notary Public in and for
The State of Texas

Broadway National Bank

By: _____

_____

(Printed Name and Title)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the 10th day of January, 2000 by Tom Clowe, Manager of T.O.M. Development Company, LLC, a Texas Limited Liability Company, on behalf of said company.

_____

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the 11th day of January, 2000 by Chester W. Fowler and wife, Melissa Fowler.

_____

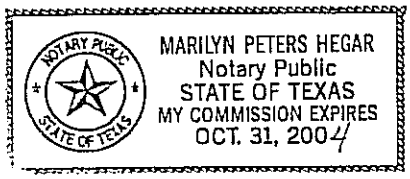
Notary Public in and for
The State of Texas

[illegible] CARRALES
[illegible] EXPIRES
[illegible] EMBER 17 2001

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9th day of January, 2001 ~~2000~~ by Dennis K. Phillips and wife, Sandra G. Phillips.



Marilyn Peters Hegar
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by George Peckham and wife, Diane F. Peckham.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2001 by Dennis K. Phillips and wife, Sandra G. Phillips.

_____
Notary Public in and for
The State of Texas

STATE OF ~~TEXAS~~ Pennsylvania §

COUNTY OF Allegheny §

This instrument was acknowledged before me on the 18 day of April 2001, 2001 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

Notarial Seal
Jennifer A. Pitzer, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 16, 2004
Member, Pennsylvania Association of Notaries

Jennifer A. Pitzer
Notary Public in and for
The State of ~~Texas~~ Pennsylvania

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2001 by George Peckham and wife, Diane F. Peckham.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Dennis K. Phillips and wife, Sandra G. Phillips.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF M _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Eric Tampke Smith and wife, Cynthia Goodrich Smith.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2nd day of JANUARY, ~~2000~~ 2001 by George Peckham and wife, Diane F. Peckham.

GAIL A. BRAND
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 02-13-2003

Gail A. Brand
Notary Public in and for
The State of Texas

STATE OF ~~TEXAS~~ Wisconsin §

COUNTY OF Jefferson §

This instrument was acknowledged before me on the 16th day of January, ~~2000~~ 2001 by Scott Nordentoft and wife, Delores Lott Nordentoft.

Notary Public in and for
The State of ~~Texas~~

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Gary S. Fickel and wife, Bonnie M. Fickel.

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Scott Nordentoft and wife, Delores Lott Nordentoft.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Bexar § Bonnie M. Fickel

This instrument was acknowledged before me on the 2nd day of January 2001, ~~2000~~ by Gary S. Fickel and wife, Bonnie M. Fickel.

VIRGINIA M. OGO
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
5-31-2003

Virginia M. Ogo
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Scott Nordentoft and wife, Delores Lott Nordentoft.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Gary S. Fickel and wife, Bonnie M. Fickel.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 8th day of January, 2000 by S. Rhett Robinson and wife, Carolyn B. Robinson.

MARGARET STICH SILVA
MY COMMISSION EXPIRES
December 19, 2004

Margaret Stich Silva
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Pat McLennan §

This instrument was acknowledged before me on the 23rd day of January, ~~2000~~ 2001 by Tom Clowe. Pat

Pat Denison
Notary Public in and for
The State of Texas

PAT DENISON
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-06-2001

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by James R. Cocke and wife, Joy G. Cocke.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Independence Bank, N. A., on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2001 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the 16th day of April, 2001 by James R. Cocke and wife, Joy G. Cocke.

MANDY P. RAMIREZ
Notary Public, State of Texas
My Commission Expires
AUG. 6, 2004

Mandy P. Ramirez
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2001 by

_____, _____ of Independence Bank, N. A., on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by Tom Clowe.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by James R. Cocke and wife, Joy G. Cocke.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 29th day of December, 2000 by Stephen A. Bertram, President & CEO of Independence Bank, N. A., on behalf of said bank.

SHERI NEWPORT RIEHL
Notary Public, State of Texas
My Commission Expires
July 06, 2004

Sheri Newport Riehl
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 27th day of December, 2000 by Susan Behrends, Vice President of Blanco National Bank, on behalf of said bank.

NANCY DUECKER
Notary Public State of Texas
My Commission Expires
AUGUST 20, 2003

Nancy Duecker
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of First Victoria National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Broadway National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

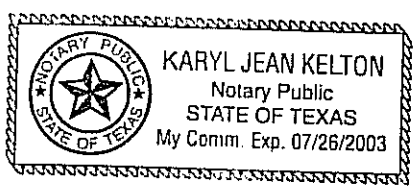
This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Blanco National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Victoria §

2001 This instrument was acknowledged before me on the 23rd day of January, ~~2000~~ by Mike Cowley, Asst. Vice Pres. of First Victoria National Bank, on behalf of said bank.



Karyl Jean Kelton
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Broadway National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of Blanco National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2000 by _____, _____ of First Victoria National Bank, on behalf of said bank.

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30th day of JANUARY, 2000 by ALWYN SCHUTTER, VICE PRESIDENT of Broadway National Bank, on behalf of said bank.

RUTH LEAL
Notary Public, State of Texas
My Commission expires
July 7, 2004

Ruth Leal
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 7th day of February, 2001 by Michael R. Hartmann and wife, Carol A. Hartmann.

Kathy Contreras

Notary Public in and for
The State of Texas

KATHY CONTRERAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/05/2004

EXHIBIT "A" 655.1 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 655.1 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

18.9 acres of land, part of the H.E. & W.T. R.R. Co. Survey No. 101, Abstract No. 1472;
68.6 acres of land, part of the Elizabeth Dittmar Survey No. 829, Abstract No. 769;
241.5 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;
38.9 acres of land, part of the B.H. McLendon Survey No. 36, Abstract No. 779;
287.2 acres of land, part of the Peter Jacoby Survey No. 200, Abstract No. 1352;

and being part of that 500 acre tract of land, more or less, described in a conveyance by Partition Deed to Bertha Jacoby, dated March 1, 1959, found of record in Volume 78, pages 189-190 of the Deed Records of Gillespie County, Texas, and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 655.1 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6, Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of said Deed Records, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 500 acre Jacoby tract, for the S.S.W. corner of this tract of land;

THENCE with the general course of a fence the East line of said 100 acre tract and a West line of said 500 acre tract, N. 0 deg. 39 min. 20 sec. W. 1428.14 feet to a 1/2 inch steel bar found set at a corner post in the occupational South line of said Survey No. 199, for the occupational N.E. corner of said Survey No. 6, for the occupational W.N.W. corner of said Survey No. 200, for the N.E. corner of said 100 acre tract, for a reentrant corner of said 500 acre tract, for a reentrant corner of this tract of land;

THENCE with the general course of a fence along the North lines of said 100 acre tract and that 291 acre tract of land described of record in Volume 67, pages 293-295 of said Deed Records, and South lines of said 500 and said 333 acre tracts as follows:

S. 89 deg. 47 min. 40 sec. W. 2047.12 feet to a ½ inch steel bar set at a corner post;
S. 75 deg. 56 min. W. 64.34 feet to a ½ inch steel bar set at a corner post;
S. 89 deg. 53 min. 05 sec. W. 942.57 feet to a fence corner post;
S. 89 deg. 44 min. 50 sec. W. 635.07 feet to a ½ inch steel bar set at a fence corner post, for the S.E. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the East line of said 45.3 acre tract as follows:

N. 0 .03 min. 15 sec. E. 683.55 feet to a post;

Contin on page 2 of 3

379 101
358 241
346 737
418 723

N. 0 deg. 57 min. 30 sec. E. 146.76 feet to a ½ inch steel bar found set at a corner post, for the N.E. corner of said 45.3 acre tract, for a corner of this tract of land;

THENCE with the general course of a fence as follows:
N. 8 deg. 32 min. W. 12.42 feet to a North gatepost;
N. 7 deg. 51 min. E. 18.8 feet to a pipe corner post;
N. 5 deg. 46 min. E., crossing a branch, 31.79 feet to a 12 inch dia. Elm tree;
N. 39 deg. 12 min. E., not with a fence, 20.64 feet to a ½ inch steel bar set at a corner post;
N. 11 deg. 03 min. 25 sec. W. 257.75 feet to a ½ inch steel bar set;
N. 11 deg. 08 min. 40 sec. W. 591.16 feet to a ½ inch steel bar set at a fence corner;
N. 79 deg. 21 min. 15 sec. E. 95.23 feet to a ½ inch steel bar set at a corner post;
N. 14 deg. 53 min. 25 sec. W. 56.57 feet to a ½ inch steel bar set at a corner post;
N. 43 deg. 16 min. 25 sec. W. 69.08 feet to a ½ inch steel bar set at a corner post;
N. 16 deg. 19 min. 35 sec. W. 215.15 feet to a ½ inch steel bar set at an 8 inch dia. Elm tree;
N. 24 deg. 06 min. 10 sec. E. 29.19 feet to a ½ inch steel bar set at a corner post;
N. 9 deg. 56 min. 30 sec. W. 757.95 feet to a ½ inch steel bar set at a corner post;
N. 56 deg. 29 min. 40 sec. E. 328.89 feet to a ½ inch steel bar set at a corner post in the South line of that 873 7/10 acre tract of land described of record in Volume 171, pages 772-774 of said Deed Records and in the North line of said 333 acre tract, for the most northerly N.W. corner of this tract of land;

THENCE with the general course of a fence along the South line of said 873 7/10 acre tract and the North lines of said 333 and 500 acre tracts as follows:
N. 89 deg. 54 min. 30 sec. E. 2849.5 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 15 sec. E. 917.53 feet to a ½ inch steel bar set;
N. 89 deg. 50 min. 55 sec. E. 1050.75 feet to a ½ inch steel bar set at a corner post;
N. 89 deg. 46 min. 40 sec. E. 1047.02 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 30 sec. E. 2268.43 feet to a West gap post;
S. 86 deg. 14 min. E. 13.84 feet to a cedar corner post, for the most northerly N.W. corner of that 279.98 acre tract of land described of record in Volume 323, pages 412-417 of the Real Property Records of Gillespie County, Texas, for the N.E. corner of said 500 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along West lines of said 279.98 acre tract and the East line of said 500 acre tract as follows:
S. 0 deg. 15 min. 40 sec. W. 1435.04 feet to a ½ inch steel bar found set at a corner post;
S. 0 deg. 11 min. 35 sec. W. 849.71 feet to a ½ inch steel bar found set near a fence corner post, for a reentrant corner of said 279.98 acre tract, for the E.S.E. corner of this tract of land;

THENCE with North, West, and N.W. lines of said 279.98 acre tract as follows:
S. 88 deg. 19 min. W. 47.95 feet to a fence corner post;
S. 89 deg. 14 min. 15 sec. W. 576.15 feet to a ½ inch steel bar found set near a fence corner post;
S. 0 deg. 44 min. E. 881.74 feet to a ½ inch steel bar found set near a fence corner post;
S. 64 deg. 58 min. 16 sec. W. 1413.97 feet to a ½ inch steel bar found set at a fence corner post, for a W. corner of said 279.98 acre tract, for a reentrant corner of this tract of land;

Continued on page 3 of 3

379 102

358 242

EXHIBIT "A"

655.1 acre tract

THENCE with the general course of a fence along a West line of said 279.98 acre tract, S. 18 deg. 53 min. E. 665.19 feet to a ½ inch steel bar found set at a corner post in the occupational North line of said Survey No. 658 and in the North line of said 296 acre tract, for the W.S.W. corner of said 279.98 acre tract, for the occupational S.S.E. corner of said Survey No. 200, for the S.S.E. corner of said 500 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 296 acre tract and a South line of said 500 acre tract as follows:
S. 89 deg. 06 min. 55 sec. W. 1171.35 feet;
S. 89 deg. 17 min. 10 sec. W. 1567.31 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

STATE OF TEXAS
REGISTERED
CAREY BONN
4447
PROFESSIONAL
LAND SURVEYOR

Carey Bonn

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

358 243

379 103

346 729

418 725

EXHIBIT "A"

36.28 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:
N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 03 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:
N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

418 726 358 244 379 104

Exhibit B

Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road
(along South line of Tract 11, Elm Ridge Ranch)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of Eric Smith. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said the Real Property Records of Gillespie County, Texas.

Said centerline of road is described by metes and bounds as follows, to wit:

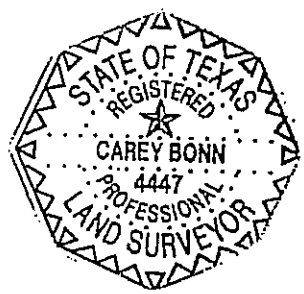
BEGINNING at a ½ inch steel bar set in the centerline of said 60 foot wide road easement and in a North line of that 30.66 acre tract of land known as Tract 15, Elm Ridge Ranch, for the S.W. corner of that 41.50 acre tract of land known as Tract 11, Elm Ridge Ranch, for the S.E. corner of that 42.5 acre tract of land known as Tract 10, Elm Ridge Ranch, and described in a conveyance to George B. Peckham, et ux, found of record in Volume 382, pages 241-250 of said Real Property Records, for the POINT OF BEGINNING;

THENCE with the centerline of said traveled road, being the South lines of said Tract 11 and the North lines of said Tract 15, as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 56 deg. 03 min. 45 sec. E. 112.81 feet;

S. 62 deg. 28 min. 15 sec. E. 186.84 feet to a ½ inch steel bar set, for the S.E. corner of said 41.50 acre Tract 11, for the S.W. corner of that 45.02 acre tract of land known as Tract 12, Elm Ridge Ranch, and also described in a conveyance to Eric Tampke Smith, et ux, found of record in Volume 379, pages 117-129 of said Real Property Records, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Field notes prepared December 12, 2000



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

EXHIBIT "C"

Revised Exhibit "B" to Declaration

418 728

379 106

358 245

EXHIBIT D

Revised Exhibit "B-1" to Declaration

The portion of the Roadway described in this Exhibit B-1 shall be the portion of the Roadway along the centerline described on Exhibit B-1a attached hereto, SAVE AND EXCEPT the portions of such Roadway (the "Abandoned Roadway Easements") described on Exhibit B-1b and Exhibit B-1c attached hereto.

Exhibit B-1a

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of T.O.M. Development Company LLC. Said road is situated in Gillespie County, Texas, and passes through part of the Tyler Tap R.R. Company Survey No. 199, Abstract No. 910, and through part of the Peter Jacoby Survey No. 200, Abstract No. 1352 and through part of that 36.28 acre tract of land described in a conveyance to T.O.M. Development Company LLC by Edmund W. Jacoby, dated May 21, 1998, found of record in Volume 346, pages 733-742 of the Real Property Records of Gillespie County, Texas, and through part of that 48.94 acre tract surveyed for Edmund Jacoby, being a remainder of that 333 acre tract of land described of record in Volume 78, pages 190-191 of the Deed Records of Gillespie County, Texas, and through part of that 655.1 acre tract of land also described in said conveyance to T.O.M. Development Company LLC, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said Real Property Records.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a point in the centerline of a 60 foot wide traveled road and in the East line of the North Grape Creek (county) Road and in a West line of said 36.28 acre T.O.M. Development LLC tract, for the POINT OF BEGINNING, from which a ½ inch steel bar found set at a fence corner post for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records and for the S.W. corner of said 36.28 acre tract bears S. 3 deg. 59 min. 25 sec. W. 10.0 feet and S. 0 deg. 21 min. E. 54.31 feet;

THENCE with the centerline of said traveled road as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 87 deg. 28 min. E., at 1484.9 feet crossing the East line of said 36.28 acre tract and the West line of said 48.94 acre remainder tract, 1767.46 feet in all;
N. 58 deg. 59 min. 30 sec. E. 349.21 feet;
N. 71 deg. 58 min. 10 sec. E., at 471.22 feet a ½ inch steel bar set in the East line of said 48.94 acre remainder tract and in the a West line of said 655.1 acre tract, 473.01 feet in all;
N. 79 deg. 08 min. 30 sec. E. 283.33 feet;
N. 59 deg. 51 min. 55 sec. E. 97.16 feet;
N. 31 deg. 48 min. 15 sec. E. 214.87 feet;
N. 45 deg. 09 min. 25 sec. E. 315.86 feet;
N. 77 deg. 15 min. 30 sec. E. 204.97 feet;
S. 84 deg. 21 min. 35 sec. E. 299.36 feet;
S. 74 deg. 25 min. E. 155.5 feet;
S. 86 deg. 35 min. 20 sec. E. 199.94 feet;
N. 84 deg. 51 min. 10 sec. E. 171.37 feet;
S. 79 deg. 19 min. 35 sec. E. 233.25 feet;

Continued on page 2 of 2

Centerline of a 60 foot wide traveled road (ending at the N.W. corner of Tract 14)

S. 69 deg. 11 min. 35 sec. E. 174.93 feet;
S. 52 deg. 52 min. 15 sec. E. 190.74 feet;
S. 83 deg. 32 min. 15 sec. E. 84.95 feet;
N. 79 deg. 20 min. 45 sec. E. 549.27 feet;
N. 80 deg. 34 min. 10 sec. E. 300.43 feet;
S. 87 deg. 45 min. 55 sec. E. 362.67 feet;
S. 80 deg. 08 min. E. 209.39 feet;
S. 65 deg. 58 min. 10 sec. E. 140.48 feet;
S. 86 deg. 32 min. 50 sec. E. 203.13 feet;
S. 68 deg. 24 min. 10 sec. E. 215.3 feet;
S. 81 deg. 46 min. 50 sec. E. 263.65 feet;
S. 72 deg. 55 min. 10 sec. E. 248.03 feet;
S. 57 deg. 14 min. 40 sec. E. 254.64 feet;
S. 66 deg. 10 min. 45 sec. E. 161.38 feet;
S. 45 deg. 44 min. E. 192.89 feet;
S. 56 deg. 03 min. 45 sec. E. 135.71 feet;
S. 62 deg. 28 min. 15 sec. E. 387.14 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.E. corner of that 30.66 acre Tract 15 and for the N.W. corner of that 39.39 acre Tract 14 of said Elm Ridge Ranch subdivision, for the end of description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Revised June 28, 1999



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

Exhibit B-1b
Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road
(along South line of Tract 12, Elm Ridge Ranch)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes of a survey of the centerline of a 60 foot wide traveled road made at the request of Eric Smith. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said the Real Property Records of Gillespie County, Texas.

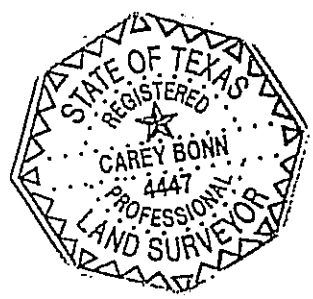
Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set in the centerline of said 60 foot wide road easement and in a North line of that 30.66 acre tract of land known as Tract 15, Elm Ridge Ranch, for the S.E. corner of that 41.50 acre tract of land known as Tract 11, Elm Ridge Ranch, for the S.W. corner of that 45.02 acre tract of land known as Tract 12, Elm Ridge Ranch, and described in a conveyance to Eric Tampke Smith, et ux, found of record in Volume 379, pages 117-129 of said Real Property Records, for the POINT OF BEGINNING;

THENCE with the centerline of said traveled road, being the North lines of said Tract 15 and the South lines of said Tract 12, as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 62 deg. 28 min. 15 sec. E. 200.3 feet;
S. 72 deg. 19 min. 20 sec. E. 186.21 feet;
N. 83 deg. 22 min. 20 sec. E. 140.68 feet ;
N. 67 deg. 46 min. 45 sec. E. 101.7 feet;
N. 46 deg. 59 min. 30 sec. E. 195.98 feet to a ½ inch steel bar set, for the N.W. corner of that 39.19 acre tract of land known as Tract 14, Elm Ridge Ranch, and also described in said conveyance to Eric Tampke Smith, et ux, for the N.E. corner of said 30.66 acre Tract 15, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Field notes prepared December 12, 2000



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

Exhibit B-1c

Abandoned Roadway Easement

Centerline of a 60 foot wide traveled road
(along South line of Tract 11, Elm Ridge Ranch)

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of the centerline of a 60 foot wide traveled road made at the request of Eric Smith. Said road is situated in Gillespie County, Texas, and passes through part of the Peter Jacoby Survey No. 200, Abstract No. 1352, and through part of Elm Ridge Ranch, an unrecorded subdivision, and being a portion of that 60 foot wide road easement described in a Declaration of Covenants, Conditions and Restrictions and Dedication of Road found of record in Volume 358, pages 226-250 of said the Real Property Records of Gillespie County, Texas.

Said centerline of road is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set in the centerline of said 60 foot wide road easement and in a North line of that 30.66 acre tract of land known as Tract 15, Elm Ridge Ranch, for the S.W. corner of that 41.50 acre tract of land known as Tract 11, Elm Ridge Ranch, for the S.E. corner of that 42.5 acre tract of land known as Tract 10, Elm Ridge Ranch, and described in a conveyance to George B. Peckham, et ux, found of record in Volume 382, pages 241-250 of said Real Property Records, for the POINT OF BEGINNING;

THENCE with the centerline of said traveled road, being the South lines of said Tract 11 and the North lines of said Tract 15, as follows (1/2 inch dia. steel bars set on North side of road at 30 foot offsets at all angle points):

S. 56 deg. 03 min. 45 sec. E. 112.81 feet;

S. 62 deg. 28 min. 15 sec. E. 186.84 feet to a ½ inch steel bar set, for the S.E. corner of said 41.50 acre Tract 11, for the S.W. corner of that 45.02 acre tract of land known as Tract 12, Elm Ridge Ranch, and also described in a conveyance to Eric Tampke Smith, et ux, found of record in Volume 379, pages 117-129 of said Real Property Records, for the end of this description of the centerline of said road.

Survey completed May 6, 1998
Revised October 22, 1998
Field notes prepared December 12, 2000

STATE OF TEXAS
REGISTERED
CAREY BONN
4447
PROFESSIONAL
LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

418 733

EDMUND W. JACOBY

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P. O. Box 553
Fredericksburg, Texas 78624

TO

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 88-0227
56-33-43-52

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

VOL 190 PAGE 606

THE STATE OF TEXAS)
)
COUNTY OF Gillespie)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Edmund W. Jacoby

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately Eight (8) miles North (Show Direction Above)

from the town of Stonewall, Texas; and bounded on the north by land owned by:

Roy Jacoby

on the south by land owned by:

John L. Dittman & Edward Goss

on the east by land owned by:

and on the west by land owned by:

G. Fath Draw Creek Rd.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

.....

.....

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 2nd day of November 88
Sealed and delivered in the presence of:

Brian Kanstein
Brian Kanstein

Edmund W Jacoby L.S.
Edmund W Jacoby

Date 11-2-88

..... L.S.

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared and wife,

, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared

, known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of Lee)
Before me, the undersigned authority in and for ~~said~~ County and State, on this day personally appeared

Brad Tanneberger

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Edmund W. Fuchs
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 27th day of December, A.D. 19 90

Janelle Fuchs

Notary Public, Lee County, Texas 3-21-91

T.O.M. DEVELOPMENT COMPANY, LLC TO THE PUBLIC

NOTICE OF PRIVATE MAINTENANCE

STATE OF TEXAS §

COUNTY OF GILLESPIE §

T.O.M. DEVELOPMENT COMPANY, LLC, is the owner of all those certain tracts of land situated in Gillespie County, Texas, described on Exhibit "A" attached hereto and fully incorporated herein by reference, such Property being an unrecorded subdivision known as Elm Ridge Ranch ("Elm Ridge Ranch"). The roadways within Elm Ridge Ranch will be maintained and repaired by maintenance assessments which are collected from owners of tracts within Elm Ridge Ranch. The roadways within Elm Ridge Ranch are not maintained by the County of Gillespie, Texas or any other governmental agency or political subdivision.

This instrument is executed and recorded to provide notice to the public and particularly to prospective purchasers of lots or tracts with Elm Ridge Ranch that the roadways are privately maintained.

SIGNED this the 10th day of November, 1998.

T.O.M. DEVELOPMENT COMPANY, LLC

By: MANAGER

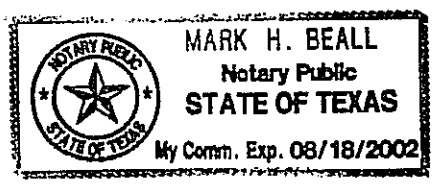
Andrew Z. Smith, Manager

985024

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 10th day of November, 1998 by Andrew Z. Smith, Manager, of T.O.M. Development Company, LLC, on behalf of said company.



Mark H. Beall

Notary Public in and for
The State of Texas

EXHIBIT "A"

655.1 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 655.1 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

18.9 acres of land, part of the H.E. & W.T. R.R. Co. Survey No. 101, Abstract No. 1472;
68.6 acres of land, part of the Elizabeth Dittmar Survey No. 829, Abstract No. 769;
241.5 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;
38.9 acres of land, part of the B.H. McLendon Survey No. 36, Abstract No. 779;
287.2 acres of land, part of the Peter Jacoby Survey No. 200, Abstract No. 1352;

and being part of that 500 acre tract of land, more or less, described in a conveyance by Partition Deed to Bertha Jacoby, dated March 1, 1959, found of record in Volume 78, pages 189-190 of the Deed Records of Gillespie County, Texas, and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 655.1 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set in the occupational East line of the Rachael Means Survey No. 6, Abstract No. 457, and in the East line of that 100 acre tract of land described of record in Volume 67, pages 295-297 of said Deed Records, for the occupational N.W. corner of the W. Walker Survey No. 658, Abstract No. 1321, for the N.W. corner of that 296 acre tract of land described of record in Volume 57, pages 443-445 of said Deed Records, for the occupational S.W. corner of said Peter Jacoby Survey No. 200, for the S.S.W. corner of said 500 acre Jacoby tract, for the S.S.W. corner of this tract of land;

THENCE with the general course of a fence the East line of said 100 acre tract and a West line of said 500 acre tract, N. 0 deg. 39 min. 20 sec. W. 1428.14 feet to a 1/2 inch steel bar found set at a corner post in the occupational South line of said Survey No. 199, for the occupational N.E. corner of said Survey No. 6, for the occupational W.N.W. corner of said Survey No. 200, for the N.E. corner of said 100 acre tract, for a reentrant corner of said 500 acre tract, for a reentrant corner of this tract of land;

THENCE with the general course of a fence along the North lines of said 100 acre tract and that 291 acre tract of land described of record in Volume 67, pages 293-295 of said Deed Records, and South lines of said 500 and said 333 acre tracts as follows:

S. 89 deg. 47 min. 40 sec. W. 2047.12 feet to a ½ inch steel bar set at a corner post;
S. 75 deg. 56 min. W. 64.34 feet to a ½ inch steel bar set at a corner post;
S. 89 deg. 53 min. 05 sec. W. 942.57 feet to a fence corner post;
S. 89 deg. 44 min. 50 sec. W. 635.07 feet to a ½ inch steel bar set at a fence corner post, for the S.E. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the East line of said 45.3 acre tract as follows:
N. 0 deg. 03 min. 15 sec. E. 683.55 feet to a post;

Continued on page 2 of 3

CLERK'S NOTE: LEGIBILITY OF WRITING, TYPING OR PRINTING WAS - UNSATISFACTORY WHEN RECEIVED

N. 0 deg. 57 min. 30 sec. E. 146.76 feet to a ½ inch steel bar found set at a corner post, for the N.E. corner of said 45.3 acre tract, for a corner of this tract of land;

THENCE with the general course of a fence as follows:
N. 8 deg. 32 min. W. 12.42 feet to a North gatepost;
N. 7 deg. 51 min. E. 18.8 feet to a pipe corner post;
N. 5 deg. 46 min. E., crossing a branch, 31.79 feet to a 12 inch dia. Elm tree;
N. 39 deg. 12 min. E., not with a fence, 20.64 feet to a ½ inch steel bar set at a corner post;
N. 11 deg. 03 min. 25 sec. W. 257.75 feet to a ½ inch steel bar set;
N. 11 deg. 08 min. 40 sec. W. 591.16 feet to a ½ inch steel bar set at a fence corner;
N. 79 deg. 21 min. 15 sec. E. 95.23 feet to a ½ inch steel bar set at a corner post;
N. 14 deg. 53 min. 25 sec. W. 56.57 feet to a ½ inch steel bar set at a corner post;
N. 43 deg. 16 min. 25 sec. W. 69.08 feet to a ½ inch steel bar set at a corner post;
N. 16 deg. 19 min. 35 sec. W. 215.15 feet to a ½ inch steel bar set at a corner post;
N. 24 deg. 06 min. 10 sec. E. 29.19 feet to a ½ inch steel bar set at an 8 inch dia. Elm tree;
N. 9 deg. 56 min. 30 sec. W. 757.95 feet to a ½ inch steel bar set at a corner post;
N. 56 deg. 29 min. 40 sec. E. 328.89 feet to a ½ inch steel bar set at a corner post in the South line of that 873 7/10 acre tract of land described of record in Volume 171, pages 772-774 of said Deed Records and in the North line of said 333 acre tract, for the most northerly N.W. corner of this tract of land;

THENCE with the general course of a fence along the South line of said 873 7/10 acre tract and the North lines of said 333 and 500 acre tracts as follows:
N. 89 deg. 54 min. 30 sec. E. 2849.5 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 15 sec. E. 917.53 feet to a ½ inch steel bar set;
N. 89 deg. 50 min. 55 sec. E. 1050.75 feet to a ½ inch steel bar set at a corner post;
N. 89 deg. 46 min. 40 sec. E. 1047.02 feet to a ½ inch steel bar set;
N. 89 deg. 55 min. 30 sec. E. 2268.43 feet to a West gap post;
S. 86 deg. 14 min. E. 13.84 feet to a cedar corner post, for the most northerly N.W. corner of that 279.98 acre tract of land described of record in Volume 323, pages 412-417 of the Real Property Records of Gillespie County, Texas, for the N.E. corner of said 500 acre tract, for the N.E. corner of this tract of land;

THENCE with the general course of a fence along West lines of said 279.98 acre tract and the East line of said 500 acre tract as follows:
S. 0 deg. 15 min. 40 sec. W. 1435.04 feet to a ½ inch steel bar found set at a corner post;
S. 0 deg. 11 min. 35 sec. W. 849.71 feet to a ½ inch steel bar found set near a fence corner post, for a reentrant corner of said 279.98 acre tract, for the E.S.E. corner of this tract of land;

THENCE with North, West, and N.W. lines of said 279.98 acre tract as follows:
S. 88 deg. 19 min. W. 47.95 feet to a fence corner post;
S. 89 deg. 14 min. 15 sec. W. 576.15 feet to a ½ inch steel bar found set near a fence corner post;
S. 0 deg. 44 min. E. 881.74 feet to a ½ inch steel bar found set near a fence corner post;
S. 64 deg. 58 min. 16 sec. W. 1413.97 feet to a ½ inch steel bar found set at a fence corner post, for a N.W. corner of said 279.98 acre tract, for a reentrant corner of this tract of land;

Continued on page 3 of 3

CLERK'S NOTE: LEGIBILITY OF WRITING, TYPING OR PRINTING WAS UNSATISFACTORY WHEN RECEIVED

THENCE with the general course of a fence along a West line of said 279.98 acre tract, S. 18 deg. 53 min. E. 665.19 feet to a ½ inch steel bar found set at a corner post in the occupational North line of said Survey No. 658 and in the North line of said 296 acre tract, for the W.S.W. corner of said 279.98 acre tract, for the occupational S.S.E. corner of said Survey No. 200, for the S.S.E. corner of said 500 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 296 acre tract and a South line of said 500 acre tract as follows:

S. 89 deg. 06 min. 55 sec. W. 1171.35 feet;

S. 89 deg. 17 min. 10 sec. W. 1567.31 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

CLERK'S NOTE: LEGIBILITY OF WRITING, TYPING OR PRINTING WAS - UNSATISFACTORY WHEN RECEIVED

EXHIBIT "A"

36.28 acre tract

THE STATE OF TEXAS; *
COUNTY OF GILLESPIE. *

Field notes (and accompanying plat) of a survey of 36.28 acres of land, more or less, made at the request of Edmund Jacoby. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

21.0 acres of land, part of the William Price Survey No. 219, Abstract No. 540;
15.28 acres of land, part of the Tyler Tap Rail Road Company Survey No. 199, Abstract No. 910;

and being part of that 333 acre tract of land, more or less, described in a conveyance by Partition Deed to Edmund W. Jacoby, dated April 1, 1959, found of record in Volume 78, pages 190-191 of said Deed Records.

Said 36.28 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar found set at a fence corner post in the as fenced East line of the North Grape Creek (county) Road and in the approximate West line of said Survey No. 199, for the N.W. corner of that 45.3 acre tract of land described of record in Volume 187, pages 802-804 of said Deed Records, for the S.W. corner of this tract of land;

THENCE with the general course of a fence along the as fenced East line of said North Grape Creek Road as follows:

N. 0 deg. 21 min. W. 54.31 feet to a South entrance post;
N. 3 deg. 59 min. 25 sec. E., crossing a traveled road, 329.47 feet to a cedar post;
N. 1 deg. 40 min. 30 sec. E. 701.1 feet to a ½ inch steel bar found set at a corner post, for the S.W. corner of that 33.95 acre tract of land described of record in Volume 193, page 157 of said Deed Records, for the N.W. corner of this tract of land;

THENCE with the South line of said 33.95 acre tract, S. 88 deg. 08 min. 25 sec. E. 1425.16 feet to a ½ inch steel bar found set at a fence corner post, for the S.E. corner of said 33.95 acre tract, for the N.E. corner of this tract of land;

THENCE S. 0 deg. 54 min. E., crossing a traveled road, 1087.25 feet to a ½ inch steel bar set in fence in the North line of said 45.3 acre tract, for the S.E. corner of this tract of land;

THENCE with the general course of a fence along the North line of said 45.3 acre tract as follows:

N. 88 deg. 46 min. 30 sec. W. 439.47 feet to a corner post;
N. 87 deg. 57 min. 50 sec. W. 562.89 feet to a corner post;
N. 83 deg. 55 min. W. 13.68 feet to a corner post;
N. 87 deg. 42 min. 50 sec. W. 469.44 feet to the PLACE OF BEGINNING.

Survey completed May 6, 1998

CLERK'S NOTE: LEGIBILITY OF WRITING, TYPING OR PRINTING WAS UNSATISFACTORY WHEN RECEIVED

STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884