AMENDED AND RESTATED BYLAWS OF CROSSBOW RANCH PROPERTY OWNERS ASSOCIATION

ARTICLE I

SECTION 1. These Amended and Restated Bylaws of Crossbow Ranch Property Owners Association (the "Bylaws") completely amend, replace and overrule the Bylaws of Crossbow Ranch Property Owners Association adopted on December 20, 2001. These Bylaws are intended to be consistent with, and do not amend, replace or overrule, the Amendment to Bylaws of Crossbow Ranch Property Owners Association dated December 5, 2002, and recorded at Volume 0519, Page 0805, of the real property records of Bosque County, Texas ("December 5 Amendment"), and the Amendment to Bylaws of Crossbow Ranch Property Owners Association dated December 15, 2002, and recorded at Volume 0521, Page 0132, of the real property records of Bosque County, Texas ("December 15 Amendment").

SECTION 2. The principal office of Crossbow Ranch Property Owners Association, a Texas non-profit corporation (the "Association"), shall be located in Meridian, Texas, County of Bosque. A "member" is an Owner, as that term is defined in the Amendment to Declaration of Covenants, Conditions, and Restrictions for the Crossbow Ranch Wildlife Preserve, as recorded at Volume 662, Page 645, of the real property records of Bosque County, Texas (the "Declaration"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Declaration.

ARTICLE II

MEMBERS' MEETINGS AND VOTING

SECTION 1. Voting by mail ballot. Any action that the Association may take at any regular or special meeting of members may be taken without a meeting. In order for an action taken by mail ballot to be effective (i) the Association must have sent a written ballot, via United States first class mail, to every member entitled to vote on the matter, (ii) a written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action, (iii) the number of votes cast by ballot must have satisfied the quorum requirement set forth in Article II, Section 3 of

these Bylaws (or Article II, Section 5, if applicable), and (iv) the number of approvals must have satisfied the affirmative vote requirement set forth in Article II, Section 4 of these Bylaws.

SECTION 2. Proxies. A member that is entitled to vote may vote in person or by proxy. The proxy shall apply to one election only. A member may appoint a proxy by signing an appointment form, or by transmitting an electronic transmission with a written statement of the appointment to the proxy provided that any transmitted appointment shall be transmitted with written evidence from which it can be determined that the member transmitted or authorized the transmission of the appointment. A proxy may be revoked by a written, signed revocation filed with the Secretary prior to the time the proxy is exercised. A proxy is required to cast the ballot or vote in the same manner as provided for all members.

SECTION 3. Quorum. Subject to Article II, Section 5 of these Bylaws, members, present or represented by proxy, holding twenty-five percent (25%) of the votes entitled to be cast, shall constitute a quorum.

SECTION 4. Meetings and Required Votes. The Association shall notify members, via United States first class mail, of the date, time and place of each regular or special members' meeting, at least ten (10) days but not more than sixty (60) days before the meeting date. The Association shall hold a minimum of two (2) regular meetings each year, one every spring and one in late summer or early fall. Special meetings of the members may be called by the President, a majority of the Board of Directors, or by members having not less than twenty-five percent (25%) of the votes entitled to be cast in the Association. Hunting members, as that term is defined in Article II, Section 5 of these Bylaws, having not less than ten percent (10%) of the votes entitled to be cast with regard to any matters concerning hunting rights, hunting privileges, hunting obligations, or the Rules and Regulations, may call special hunting member meetings. Meetings of the members shall be held at the principal office of the Association. Subject to Article II, Section 6 of these Bylaws, at any meeting of the members called and held in accordance with these Bylaws, if a quorum is present, the affirmative vote of members entitled to cast two-thirds (2/3) of the votes, present and voting either in person or by proxy, are necessary to adopt the matter.

Association are divided into two classes. One class is the hunting membership and the other class is the non-hunting membership. Hunting members are designated in the Declaration and as set forth in the deed of conveyance from Texas Land & Ranches, Inc. to the hunting member. Hunting membership is appurtenant to and is a part of the ownership of the specific Parcel which has been designated as a hunting Parcel. Non-hunting membership shall be all other Parcels. With regard to any matters concerning the Rules and Regulations, only the hunting members shall be entitled to vote. A quorum shall be constituted if at least ten percent (10%) of the hunting members are present. With regard to the amendment of these Bylaws, when such an amendment affects hunting rights, privileges and obligations, only the hunting members shall be entitled to vote.

SECTION 6. Common Wildlife Preserve. The Association shall not sell or otherwise diminish the size of the Common Wildlife Preserve as described on Exhibit "A" attached hereto without the consent of one-hundred percent (100%) of the members. This Article II, Section 6, can only be amended or otherwise changed with a vote of one-hundred percent (100%) of the members.

SECTION 7. Voting Rights of Members. Subject to Article II, Section 5, in any election all members in good standing shall be entitled to one vote per Parcel owned. A member is in good standing if they have paid, to a current status, their annual maintenance charge(s), and any other fines or debts owed to the Association, at least thirty (30) days before the election.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. The Board of Directors has the duty to manage and supervise the affairs of the Association.

SECTION 2. Number, Tenure, Qualifications and Election. The number of Directors shall be five (5), with each Director serving a two (2) year term. Three (3) of the Directors will stagger their terms with the other two (2) directors so that all five (5) directors' terms will not expire at the same time. Each Director shall hold office until the later of June 30 of the year in which his or her term expires or until his of her successor

has been elected and qualified. Directors need not be residents of the State of Texas but Directors must be eighteen (18) years of age and they must be members in good standing. Directors shall be elected in accordance with Article II, Sections 1, 2, 3 and 4, except that members entitled to vote shall have the right to vote for as many candidates as there are Directors to be elected, and the candidates receiving the largest number of votes shall be elected to the Board of Directors. For instance, if seven (7) members are competing for three (3) directorships, each member entitled to vote may vote for three (3) candidates and the three (3) candidates receiving the largest number of votes shall be elected as Directors. In addition, if any of the directorships are being filled pursuant to Article III, Section 7 of these Bylaws, the director(s) receiving the fewest number of votes in the election shall fill the directorship(s) that do not have a full two (2) year term.

SECTION 3. Meetings. The Board of Directors shall meet in person no less than six (6) times per year. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of Directors. The person or persons authorized to call special meetings of the Board of Directors shall designate a meeting location accessible to all Directors and said meeting shall be held during normal business hours unless all Directors agree otherwise. Conference calls and internet conferencing both qualify as being "accessible to all Directors" if all Directors have the technological capability to attend these types of special meetings.

SECTION 4. Notice. Notice of any meetings of the Board of Directors shall be given at least ten (10) days prior thereto by written notice delivered personally or sent by mail, facsimile, or email, at his or her physical address, facsimile number, or email address, as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting or any special meeting of the Board of Directors need be specified in the notice or waiver of

notice of such meeting, unless specifically required by law or by these Bylaws, in the event they are amended.

SECTION 5. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without notice.

SECTION 6. Manner of Acting and General Standards of Conduct. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings and Board of Director meetings, when not in conflict with the Articles of Incorporation, the Declaration, these Bylaws, or with the statutes of the State of Texas. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws. To the extent not otherwise inconsistent with Texas law, any Director, in connection with the authority and powers granted to the Board of Directors, shall act in good faith, with such care as an ordinarily prudent person in a like position would use under similar circumstances, and in a manner that such Director believes is in the best interests of the Association.

SECTION 7. Vacancies. Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, removal or otherwise, shall be filled in accordance with Article III, Section 2, of these Bylaws. If no such successor is thereupon elected, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION 8. Compensation. Directors shall not receive any stated salary or any form of payment for their services.

SECTION 9. Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

SECTION 10. Removal and Resignation of Directors. At any meeting of the members called and held in accordance with these Bylaws at which a quorum is present, any Director may be removed, with or without cause, by the affirmative vote of members entitled to cast fifty-one percent (51%) of the votes in the Association. In addition, members having not less than twenty-five percent (25%) of the votes entitled to be cast in the Association may instruct the Board of Directors, through a petition, to mail a ballot to all members asking for the removal of a Director, and the affirmative vote of members entitled to cast fifty-one percent (51%) of the votes in the Association will result in the Director's removal. Any Director who misses three (3) consecutive meetings will be removed by the majority vote of a quorum of the Board of Directors, provided the absentee Director is notified, in writing, of the pending removal prior to the meeting in which his or her removal would become effective. Any Director may resign at any time by giving written notice to the President, the Secretary, or to the Board stating the effective date of such resignation.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. Election, Term of Office, and Compensation. The officers of the Association shall be elected annually by the Board of Directors at its first regular meeting or as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor has been duly elected and qualified. Officers shall not receive any stated salary or any form of payment for their services.

SECTION 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall call and preside at all meetings of the members and of the Board of Directors. He or she shall prepare all meeting agendas. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general he or she shall perform all duties incident to the office of President and such other duties as many be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his or her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 7. Treasurer. If required by the Board of Directors, the Treasurer shall give such bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Directors shall determine. He or she shall have custody of and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks; trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office and email addresses of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may assigned to him or her by the President or by the Board of Directors.

ARTICLE V COMMITTEES

SECTION 1. Wildlife Committee. A Wildlife Committee shall be established and maintained. Any hunting member in good standing can participate in the Wildlife Committee. The purpose of the Wildlife Committee is to (i) supervise and facilitate voting matters concerning the Rules and Regulations (although the Board of Directors will be responsible for administering any elections), (ii) review, and revise if necessary, the Rules and Regulations each year, (iii) keep the Board of Directors informed about any items governed by the Rules and Regulations, including hunting and hunting-related issues, and (iv) determine appropriate sanctions for member violations of the Rules and Regulations, including, without limitation, communicating the recommended sanctions to the Board of Directors so an election can be held in accordance with Article II, Sections 1, 2, 4 and 5 of these Bylaws, and, should the hunting members approve the recommended sanctions by an affirmative majority vote, the Board of Directors shall enforce the sanctions. Subsection (ii) of this Section 1 shall be carried out as follows: On or before each February 1, the hunting members shall elect a Wildlife Committee Chairman in accordance with Article II, Sections 1, 2, 4 and 5 of these Bylaws, except that the candidate receiving the largest number of votes shall be elected chairman. On or before each July 15, the Wildlife Committee shall revise and thereafter circulate (with the assistance of the Board Secretary) the Rules and Regulations to each hunting member.

On or before each August 1, any hunting member may provide the Wildlife Committee with questions, concerns or comments he or she might have about the revised Rules and Regulations. Thereafter, immediately upon the conclusion of the regular meeting in late summer or early fall (or earlier if necessary), the hunting members shall adopt or reject the revised Rules and Regulations in accordance with Article II, Sections 1, 2, 4 and 5 of these Bylaws. Should the revised Rules and Regulations be rejected, the Wildlife Committee shall use its best efforts to revise the Rules and Regulations and thereafter get the document approved before September 1. Once the Rules and Regulations have been approved, the Board of Directors will mail the Rules and Regulations to each member of the Association so that each member is notified of the revised Rules and Regulations.

SECTION 2. Advisory Committees Created by the Board. Advisory Committees not having and exercising the authority of the Board of Directors in the management of the Association may be appointed in such a manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The Board of Directors will communicate to the committee Chairman the committee's guidelines but generally the committee's function will be to discuss and analyze the issues within its area of concern and thereafter advise and assist the Board in carrying out its duties and responsibilities, and any such further duties as the Board of Directors may authorize. The designation and appointment of any such committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon him or her by law, the Declaration, these Bylaws, or the Rules and Regulations. Members of each such committee shall be members of the Association in good standing, and the Board of Directors shall appoint the members thereof. Committees will consist of five (5) to seven (7) members in good standing. Any committee member may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served by such removal.

SECTION 3. Term of Office. Each member of a committee shall continue as such until the expiration of twelve (12) months from the date of his or her appointment, or until his or her successor is appointed, unless (i) the committee shall sooner be terminated, (ii) such member shall be removed from such committee, or (iii) such

member ceases to qualify as a committee member thereof. Committee members may serve successive terms if they are reappointed by the Board of Directors.

SECTION 4. Chairman. One member of each committee shall be appointed chairman by the Board of Directors. The chairman shall call and preside over committee meetings, prepare meeting agendas, and cause meeting minutes to be taken at each committee meeting. The chairman, or his or her designee, will report the committee's activities and communicate the committee's advice to the Board of Directors.

SECTION 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules and guidelines adopted by the Board of Directors. Committee meetings are not required to be governed by Roberts Rules of Order (latest edition) unless the Board of Directors specifically instructs otherwise.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by theses Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Check, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issues in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be

signed by the Treasurer and countersigned by the President or Vice President of the Association.

SECTION 3. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

<u>ARTICLE VII</u>

BUDGETS

A budget setting forth the revenues and expenses of the Association shall be prepared by the Board of Directors and distributed to members not less than thirty (30) days prior to the start of the calendar year. Expenses shall mean the estimated aggregate amount of expenses, as set forth in the budget, to be incurred by the Association during the calendar year (i) for the management of, or improvements to, the Common Wildlife Preserve, (ii) to operate, administer, manage, maintain, or improve the Association roadways, water wells, gates, fences, culverts, equipment, cattle guards and the like, (iii) for reasonable wages, insurance costs, attorneys' fees, consulting fees, and the like, and (iv) to provide for reserves to ensure, when necessary, the cost of capital expenditures relating to any such purposes.

ARTICLE VIII

ANNUAL REPORT

The Board of Directors shall distribute to the members, within sixty (60) days after the calendar year end, an annual report consisting of a balance sheet, an operating statement, and such other documents as determined by the Board of Directors.

ARTICLE IX

RENTAL AND SALES

SECTION 1. Rentals. When a member rents his or her property, he or she shall provide the tenant with a copy of the Association's Declaration, the Bylaws, and the Rules and Regulations, and shall include in the rental agreement a provision that the

tenant shall abide by, and comply with, the terms in these documents. The member shall also provide a copy of the rental agreement to the Board of Directors.

SECTION 2. Sales. When a Parcel is sold, the selling Parcel member, or his or her agent, shall supply the buyer with a copy of the Association's Declaration, the Bylaws, and the Rules and Regulations.

ARTICLE X CONSTRUCTION

Nothing contained in these Bylaws shall in any way be construed as altering, amending, or modifying the Declaration (or any amendments thereto). The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Common Wildlife Preserve. If there is any inconsistency or conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

ARTICLE XI BOOKS AND RECORDS

The Association shall keep correct and complete books and records in accordance with the statutes of Texas and these Bylaws. The Association shall keep minutes of the proceedings of the regular meetings, special meetings, Board of Directors' meetings, and committee meetings. All Directors, officers and committee chairman shall deliver all records, files, and properties of the Association to his or her successor within fifteen (15) days after retiring from office. All books and records of the Association may be inspected for any proper purpose at any reasonable time.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XIII WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporations Act or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV AMENDMENTS TO BYLAWS

These Bylaws may only be altered, amended or repealed, and new bylaws adopted, at a meeting of the members called and held in accordance with these Bylaws at which a quorum is present, by the affirmative vote of members entitled to cast fifty-one percent (51%) of the votes in the Association (or by the affirmative vote of hunting members entitled to cast fifty-one percent (51%) of the votes if the amendment affects hunting rights, privileges and obligations). However, if any provision of these Bylaws violates the law, the December 5 Amendment, or the December 15 Amendment, that particular provision shall be altered, amended, or repealed by the Board of Directors by a majority vote, but only to the extent necessary to comply with said law, the December 5 Amendment, or the December 15 Amendment.

<u>ARTICLE XV</u> ADMINISTRATIVE PROVISION

These Bylaws may be signed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of these Bylaws may be executed and delivered by hand-delivery, facsimile signature, or by e-mail electronic signature by any of the Directors.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being a majority of the Board of Directors of CROSSBOW RANCH PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, hereby agree to and adopt the foregoing Amended and Restated Bylaws of Crossbow Ranch Property Owners Association and adopt the same as the new Bylaws of said Association.

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IN WITNESS WHEREOF	, we have hereun	to set our hand	ds this	14	day
of Jne	_, 2007.				• •
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Mike Owens, Director					
Chus Han	ell_	<u> </u>			
Chris Howell, Director			•		
Prink	Janla				
Brett Sanders, Director	Ī		•	****	
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Nicki Creel, Director

EXHIBIT "A"

All that certain 1023.87 acres, being approximately 325.16 acres in the Wm. Parvin Survey, A-683; 216 acres in the Morris & Cummings Survey No. 1; 1.00 acres in the John S. Siddall Survey; 1.00 acres in the R. Jones Survey; 216.50 acres in the E. Arnold Survey, A-1254; 142 acres in the E. Arnold Survey, A-1253; 100 acres in the G.G. Gary Survey, A-307; and 22.21 acres in the J.L. Draper Survey, A-1180; and being all that former 1000 acres, less 6.51 acres, described in Deed dated Dec. 16, 1976, from Earl Royal, et ux, to William Gipson, recorded in Vol. 238, Page 194, Deed Records of Bosque County, Texas; all that certain 30 acres described in Deed dated Dec. 29, 1986, from Ralph E. Ramsay, Jr., to William Gipson, recorded in Vol. 308, Page 171, said records; and a small part of abandoned county road situated between the 1000 acre tract and 30 acre, which is totally used by the owners of the said 1000 acres and 30 acres, and the 1023.87 acre tract being described as follows:

Beginning at an iron rod set by corner post at NEC of the E. Arnold Survey, A-1253 and NWC of the E. Arnold Survey, A-1254 (North line of former Morris & Cummings Survey No. 2), for Westerly NWC of the 1000 acre tract, and Westerly NWC of this tract;

THENCE with fence, as follows:

N. 60-08-27 E. 2241.9 feet; N. 61-11-27 E. 667.8 feet;

N. 60-25-27 E. 1360.1 feet; N. 60-36-27 E. 1530.5 feet; and

N. 60-29-27 B. 421.9 feet to an iron rod set by corner post, in an East line of the Morris & Cummings Survey No. 1 and West line of the Wm. Parvin Survey, A-638, for inner corner of the 1000 acres and inner corner of this tract;

THENCE with fence, as follows:

N. 26-37-33 W. 1189.6 feet; N. 32-07-33 W. 110.4 feet;

N. 32-47-33 W. 98.9 feet; N. 27-35-32 W. 158.8 feet; and

N. 28-11-33 W. 392.6 feet to an iron rod set by comer post for West line of the Wm. Parvin Survey, a NWC of the 1000 acre tract and a NWC of this tract;

THENCE N. 60-36-15 E. with fence, at 1837.0 feet, fence angles to left, at a total distance of 2002.5 feet, a found concrete marker in fence, for a corner of the former 30 acre tract, and inner corner of this tract;

THENCE N. 73-32-55 W. with fence, 310.4 feet to an iron rod found at corner post, at SWC of the 30 acres, for a SWC of this tract;

THENCE N. 13-31-12 E. with fence, 1294.3 feet to an iron rod found at corner post in Southerly right of way of State Highway No. 6, for NWC of the 30 acre tract, and Northerly NWC of this tract;

THENCE with highway right of way, along the Northerly lines of said 30 acres and 1000 acres, as marked by concrete right of way markers, as follows:

- S. 76-28 E. 196.7 feet; S. 70-45-22 E. 100.5 feet;
- S. 76-28 E. 598.7 feet; S. 82-10-38 E. 100.5 feet;
- S. 76-28 E. 589.5 feet; S. 10-06-32 E. 74.9 feet;
- S. 77-15-16 E. 60.2 feet; N. 82-24-29 E. 188.0 feet;
- S. 76-28 E. 243.8 feet; S. 74-34 E. 304.2 feet; and
- S. 76-28 E. 31.9 feet to an iron rod found at corner post, for NEC of the 1000 acre tract, and NEC of this tract;

THENCE S. 01-38-35 E, with fence, 1907.9 feet to an iron rod found at corner of the 1000 acres, for corner of this tract;

THENCE S. 12-18-27 W. with fence, at 1844.1 feet, fence angles to right, at a total distance of 1870.1 feet, found iron rod at corner of the 1000 acres, near South line of the Wm. Parvin Survey, for corner of this tract:

THENCE S. 37-02-27 W. at 147.3 feet, begin fence, at a total distance of 5367.5 feet, found spike in 20" cedar tree, at a corner of the 1000 acres, for corner of this tract;

THENCE with general course of fence, as follows:

S. 04-55-33 W. 132.9 feet; S. 03-27-26 W. 301.2 feet; and S. 01-18-28 W. 450.2 feet to an iron rod found at corner post, within the R. Jones Survey, for a SEC of the 1000 acres and a SEC of this tract;

THENCE N. 71-59-26 W. with fence, 1380.6 feet to an iron rod found at corner post, in West line of the E. Arnold Survey, A-1254 and East line of the G.G. Gary Survey, for inner corner of the 1000 acres and inner corner of this tract;

THENCE S. 29-18-33 E. with fence, and East line of the Gary Survey, 1944.4 feet to old corner post in North side of county road, from which point a new pipe corner post bears N. 29-18-33 W. 2.4 feet, for Southerly SEC of the 1000 acres and Southerly SEC of this tract;

SAVE AND EXCEPT THE FOLLOWING THREE (3) TRACTS OF LAND:

TRACT ONE, PHASE ONE:

All that certain 131.938 acres, being 131.528 acres in the Wm. Parvin Survey, A-638 and 0.410 acres in the John S. Siddall Survey, Bosque County, Texas, being part of a 1023.87 acre tract described in Deed dated Nov. 30, 2001, from ATARAI, Ltd., to Texas Land & Ranches, Inc., a Texas Corporation, recorded in Vol. 493, Page 218, Official Public Records of Bosque County, Texas, and the 131.938 acres being described as follows:

BEGINNING at a 3/8" iron rod found at fence corner in South right-of-way of State Highway No. 6, being NEC of said 1023.87 acre tract, for NEC of this tract;

THENCE with old fence, along West line of a 1260.14 acre tract made by common division with

the 1023.87 acres, as follows: S. 01-43-22 E. 1914.60 feet, found 3/8" iron rod; S. 12-14-19 W. 1873.18 feet, found 3/8" iron rod; and S 36-51-14 W. 299.54 feet to a 3/8" iron rod set in East line of the 1023.87 acres, for Basterly SEC of this tract;

THENCE N. 52-56-35 W. 348.51 feet to a 3/8" iron rod set for inner corner of this tract;

THENCE S. 40-38-16 W. 161.92 feet to a 3/8" iron rod set for Westerly SEC of this tract;

THENCE N. 49-21-44 W. 473.03 feet to a 3/8" iron rod set for Southerly SWC of this tract;

THENCE N. 11-38-02 B. 572.89 feet to a 3/8" iron rod set for inner corner of this tract;

THENCE N. 75-43-09 W. 583.35 feet to a 3/8" iron rod set for Westerly SWC of this tract;

THENCE for Westerly and Northerly lines of this tract, along center of a 50 foot roadway easement, marked by set spikes on centerline and having 3/8" iron rods set on either side of the 50 foot easement, at corners, as follows:

N. 14-16-52 E. 177.18 feet; N. 10-21-22 E. 211.82 feet;

N. 19-00-52 E. 262.38 feet; N. 27-47-34 E. 256.24 feet;

N. 09-31-47 E. 108.30 feet; N. 25-07-14 W. 163.75 feet;

N. 35-24-27 W. 340.70 feet; N. 26-45-14 W. 392.51 feet;

N. 05-41-09 W. 251.62 feet; N. 09-38-08 W. 279.19 feet;

Along a curve to the right, having a radius of 115.36 feet, an arc distance of 139.90 feet (long chord bears N. 25-06-16 E. 131.48 feet); and N. 59-50-40 E. 1253.31 feet to a spike set at South right-of-way of State Highway No. 6, on North line of the 1023.87 acres, for NWC of this tract;

THENCE with highway right-of-way, as follows:

S. 77-15-15 E. 35.42 feet, set 3/8" iron rod;

N. 82-24-29 E. 188.00 feet, set 3/8" iron rod;

S. 76-28-00 E. 243.80 feet, set 3/8" iron rod; and

S. 74-44-53 E. 336.56 feet to the place of beginning, containing 131.938 acres.

TRACT TWO, PHASE TWO:

All that certain 127.367 acres out of the Wm. Parvin Survey, A- 638, Morris & Cummings Survey No. 1, John S. Siddall Survey, and E. Arnold Survey, A-1254, Bosque County, Texas, being part of a 1023.87 acre tract described in Deed dated Nov. 30,2001, from ATARAI, Ltd., to Texas Land & Ranches, Inc., a Texas Corporation, recorded in Volume 493, Page 218, Official Public Records of Bosque County, Texas, and the 127.367 acres being described as follows:

BEGINNING at a 3/8" iron rod found in old fence, on Easterly line of the 1023.87 acre tract, being S. 01-43-22 E. 1914.60 feet, S. 12-14-19 W. 1873.18 feet and S. 36-51-14 W. 299.54 feet from the NEC of said 1023.87 acres, for Southerly SEC of Phase One, Crossbow Ranch and Wildlife Preserve Subdivision and Easterly NEC of this tract;

THENCE S. 36-51-14 W. with old fence and West line of a 1260.14 acre tract made by common division with said 1023.87 acres, 5063.53 feet to a 3/8" iron rod set at inner corner of the 1023.87 acres, for SEC of this tract;

THENCE N. 56-26-02 W. across pasture, 360.30 feet to a spike set in centerline and Southerly end of a 50 foot road easement (Phase One and Two), for SWC of this tract;

THENCE with center of said 50 foot wide easement, as follows:

N. 21-55-41 B. 516.19 feet; N. 41-06-28 E. 238.46 feet;

N. 25-33-12 E. 442.11 feet; N. 22-11-14 E. 187.43 feet;

N. 13-58-40 E. 143.18 feet; N. 00-49-23 E. 233.15 feet;

N. 07-06-42 E. 166.75 feet; N. 15-17-03 E. 166.33 feet;

N. 22-02-53 E. 107.50 feet; N. 40-24-06 E. 334.28 feet;

N. 38-36-24 E. 291.54 feet; N. 31-42-16 E. 140.39 feet;

N. 19-09-34 E. 132.02 feet; N. 05-05-12 E. 110.46 feet;

N. 39-18-27 W. 335.74 feet; N. 21-47-05 W. 106.23 feet;

N. 07-59-35 W. 156.67 feet; N. 07-20-43 E. 104.43 feet;

N. 23-35-01 E. 141.92 feet; N. 36-59-31 B. 325.10 feet;

N. 03-03-49 E. 386.10 feet; N. 43-42-37 B. 196.10 feet;

N. 53-26-43 B. 437.79 feet; N. 34-30-36 E. 96.54 feet;

N. 24-25-06 E. 82.77 feet; N. 13-32-09 E. 74.80 feet;

N. 27-47-33 E. 126.93 feet; and N. 14-16-52 E. 19.04 feet to a found spike in center of road, at Westerly SWC of Phase One, for Northerly NWC of this tract;

THENCE with boundaries of Phase One, as follows:

S. 75-43-09 E. 583.35 feet, found 3/8" iron rod;

S. 11-38-02 W. 572.89 feet, found 3/8" iron rod;

S. 49-21-44 E. 473.03 feet, found spike in center of a 50 foot radius cul-de-sac at Southerly end of a 50 foot wide road easement.

N. 40-38-16 E. with center of said easement, 161.92 feet to a found spike; and

S. 52-56-35 E. leaving road easement, 348.51 feet to the place of beginning, containing 127.367 acres.

TRACT THREE, PHASE THREE:

All that certain 158.708 acres, being 45.760 acres in the E. Arnold Survey, A-1254; 0.830 acres in the R. Jones Survey, A-1184; 81.681 acres in the G.G. Gary Survey, A-307; and 30.437 acres in the E. Arnold Survey, A-1253, Bosque County, Texas, being part of a 1023.87 acre tract described in Deed dated Nov. 30, 2001, from ATARAI, Ltd., to Texas Land & Ranches, Inc., a Texas corporation, recorded in Volume 493, Page 218, Official Public Records of Bosque County, Texas, and the 158.708 acres being described as follows:

BEGINNING at a 3/8" iron rod set by fence corner in North side of a county road, at West line of the J.A. Thomas Survey and East line of the G.G. Gary Survey, A-307, being Southerly SEC of the 1023.87 acre tract, for Southerly SEC of this tract;

THENCE with old fence and North side of road, as follows:

S. 83-47-51 W. 350.85 feet, set 3/8" iron rod;

S 83-50-15 W. 863.26 feet, set 3/8" iron rod;

S. 83-46-17 W. 851.69 feet, set 3/8" iron rod; and

S. 89-03-47 W. 898.18 feet to a 3/8" iron rod found by corner post, at Southerly SWC of the 1023.87 acre tract, for SWC of this tract;

THENCE N 20-27-41 W. with fence and East line of the J.K. Boyd 100 acres, described in Deed recorded in Volume 164, Page 159, Deed Records of Bosque County, Texas, 989.69 feet to a 3/8" iron rod found at fence corner, for inner corner of this tract;

THENCE N 31-02-56 W. with fence and East line of said Boyd 100 acre tract, passing inner corner of the 1023.87 acres and NEC of said 100 acre tract, a total distance of 801.10 feet to a 3/8" iron rod set within the 1023.87 acres, for Westerly NWC of this tract;

THENCE N 58-11-53 E. across pasture, 946.74 feet to a 3/8" iron rod set for a NEC of this tract;

THENCE S 28-15-19 E. across pasture, 861.24 feet to a 3/8" iron rod set for a SEC of this tract;

THENCE S 64-29-03 W. across pasture, passing a set 3/8" iron rod on Easterly side of a 50 foot road easement, a total distance of 450.00 feet to center of road easement, for inner corner of this tract;

THENCE with center of said road easement, as follows:

S. 09-28-49 E. 362.78 feet; S. 47-14-31 E. 306.33 feet;

S. 72-47-28 E. 113.85 feet; and N. 80-18-58 B. 244.52 feet to a point on said centerline, for a SEC of this tract;

THENCE N 03-37-55 W. passing set 3/8" iron rod on North side of said easement, a total distance of 375.08 feet to a 3/8" iron rod set for a NWC of this tract;

THENCE N 83-53-41 E. across pasture, 572.38 feet to a 3/8" iron rod set for a SEC of this tract;

THENCE N 28-15-19 W. across pasture, 1136.30 feet to a 3/8" iron rod set for NWC of this tract;

THENCE N 73-53-29 E. across pasture, passing a set 3/8" iron rod in Westerly side of aforesaid 50 foot road easement, 575.11 feet to a point in center of easement, for a SEC of this tract;

THENCE N 18-13-36 E. with center of said easement, 86.13 feet to a point on centerline, for a corner of this tract;

THENCE N 60-22-16 W. passing set 3/8" iron rod on NW side of road easement, a total distance of 621.99 feet to a 3/8" iron rod set for a NWC of this tract;

THENCE N 69-37-21 E. across pasture, passing a set 3/8" iron rod on Westerly side of aforesaid road easement, a total distance of 2469.83 feet to a point in center of said road, for Northerly NEC of this tract;

THENCE S 56-26-02 E. (base bearing) with SW line of Phase Two, Crossbow Ranch and Wildlife Preserve Subdivision, passing found 3/8" iron rod on SE side of road easement, a total distance of 360.30 feet to a 3/8" iron rod found at fence corner, being an inner corner of the 1023.87 acres and Easterly NEC of this tract;

THENCE with fence and West lines of a 1260.14 acre tract made by common division with the 1023.87 acres, as follows:

S 04-38-15 W. 132,90 feet; S 03-10-08 W. 301.20 feet and S 01-01-05 W. 449.64 feet to a 3/8" iron rod found at fence corner, being a SEC of the 1023.87 acres and a SEC of this tract:

THENCE S 71-38-13 W. with fence and common boundary of the 1260.14 acres and the 1023.87 acres, 1384.18 feet to a 3/8" iron rod found at fence corner, at inner corner of the 1023.87 acres, for inner corner of this tract;

THENCE with fence and common boundary of the 1260.14 acres and the 1023.87 acres, and with East line of the G.G. Gary Survey, A-307, as follows: S 29-40-42 E. 1128.16 feet and S. 29-15-38 E. 818.09 feet to the place of beginning containing 158.708 acres.

Filed for Record in: Rosaue County On: Jun 18:2007 at 01:43F

> As a <u>Amendment</u>

Document Number:

00002591

Anount

92.00

Receipt Number - 6297 Bar Rosa Perez

STATE OF TEXAS COUNTY OF BOSQUE
I hereby certify that this
instrument was filed on the date
and time stamped hereon by me and
was duly recorded in the volume
and page of the named records of:
Bosque County
as stamped hereon by me.

Jun 18:2007

Betty Outlaw. County Clerk Bosque County Clerk