

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**THE MESA AT HIGHLAND RANCH**

Preamble

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made on March 3, 2006, by Aledo-Highland Ranch Estates, Ltd., a Texas limited partnership ("Declarant"), whose mailing address is 2109 Stanley Avenue, Fort Worth, Texas 76110.

Recitals

1. Declarant is the owner of the surface of all that certain real property ("the Property") located in Parker County Texas, and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes. A plat of the Property, approved by the Commissioners Court of Parker County, Texas, is filed of record in Plat Cabinet C, Slide 379, Plat Records, Parker County, Texas (the "Plat")

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE 1**

Definitions

Developer

1.01. "Developer" means Declarant and its successors and assigns who are designated as such in writing by the Declarant.

  
LT1-2-588187-1

  
LT2-2414-1141-15

### Lot

1.02. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of any areas deeded to a governmental authority or utility, together with all improvements thereon. The term "Lot" does not include the Common Area.

### Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

### Qualified Person

1.04. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, city planner, or member of the Board.

### Common Area

1.05. "Common Area" means and refers to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, together with any entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

### Association

1.06. "Association" shall mean and refer to The Mesa at Highland Ranch Homeowners Association, Inc., a Texas nonprofit corporation established, or to be established, for the purpose set forth herein.

### Board

1.07. "Board" means the Board of Directors of the Association.

## ARTICLE 2

### Architectural Control

#### Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than 3 qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

#### Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots, and the construction of any roadway on any Lot or Lots.

#### Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work, and shall be accompanied by a signed certification from a qualified person certifying that such plans and specifications comply with this Declaration..

#### Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 30 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

### ARTICLE 3

#### Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, including mowing the grass regularly so that it does not exceed a reasonable height, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

### ARTICLE 4

#### Use Restrictions and Architectural Standards

##### Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only except as set forth in Paragraph 4.09. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

##### Type of Building Permitted

4.02. One single family residence and incidental outbuildings shall be constructed or permitted on each Lot. No outbuildings located on such Lots shall ever be used for a family residence; however, this restriction as to residence in outbuildings shall not apply to servants or bona fide employees engaged on the premises. No buildings inclusive of the main dwelling shall be constructed unless the design meets with the requirements of what is commonly known as frame construction or better, unless otherwise approved by the Architectural Control Committee. The design, including without limitation, the materials of outbuildings shall match the design of the main dwelling, unless otherwise approved by the Architectural Control Committee.

##### Design, Minimum Living Space, and Exterior Walls

4.03. Any residence constructed on a Lot must have a minimum of 3,000 square feet of

living space, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior building design shall be of new construction with a minimum of ninety-five percent (95%) rock or brick veneer exterior except as approved by the Architectural Control Committee which may approve plans and specifications for any residence not in conformity with the rock or brick requirements of this section, such as attractive, genuine log homes, underground homes, or other styles of construction determined by such Architectural Control Committee as not being detrimental to the subdivision. All garages shall be rear or side entry, and must be designed for use by a minimum of two (2) cars.

#### Setbacks

4.04. With respect to all of the Lots, all buildings constructed thereon must be set-back from the front side, and rear property lines of each Lot, as indicated on Exhibit "A" attached hereto and incorporated herein. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building.

#### Resubdivision, Replatting and Public Roadways

4.05. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof; provided, however, that when the Declarant is the Owner thereof, the Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole.

#### Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved upon a strip of land ten (10) feet wide and along and parallel to each public roadway serving the subdivision and along all boundaries of each Lot, whether same shall be on the front, rear or sides of the Lots. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement. Such easements may be granted by Declarant to such utility companies as required within the ten (10) foot wide area. Declarant and its licensees also reserve easements over and across the private road on the Property shown as Jessica Drive on the Plat, for all lawful purposes, including without limitation, ingress and egress to and from the Property by water trucks.

#### Noxious or Offensive Activities Prohibited

4.07. No noxious, noisy or offensive activity, including without limitation hunting, shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

#### Prohibited Residential Uses

4.08. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

#### Limited Businesses Permitted

4.09. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial or institutional purposes. Businesses of a limited nature are permitted, such as professional (legal, insurance, accounting, etc. ...). Space required for business purposes must be contained within the residence or attached by breezeway and be of similar or compatible construction with the residence. No wrecking or salvage yards or any other business requiring large building or open-air storage of materials or merchandise shall be permitted. No nonagricultural "hobby type businesses" are permitted. Excessive or offensive noise, fumes, or odors, excessive traffic, and unsightly conditions are expressly prohibited in order to protect the neighboring property values and enjoyment of rural living.

#### Oil Development and Mining Prohibited

4.10. Except as set forth herein, no oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. Notwithstanding the foregoing provisions of this section 4.10 or any other provisions herein; one or more horizontal well bores below the surface of the Property shall be permitted in connection with the exploration for oil and gas in and around the Property, including development and production of such oil and gas by fracturing or otherwise, by the owners of such minerals or their lessees; provided, however, that no drill sites shall be allowed on any part of the surface of the Property.

#### Rubbish, Trash and Garbage

4.11. No Lot shall be used or maintained as a dumping or burying ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers and disposed of at least weekly by licensed contractors. There shall be no burning, burying or incineration of trash, garbage, leaves, brush, or other debris.

### Animals

4.12. No hogs, pigs, or swine shall be kept or permitted on any Lot, whether for commercial purposes or otherwise. A reasonable number of dogs, cats, or other household pets may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purpose. With respect to each Lot, the Owner thereof shall be entitled to keep one large animal (such as a cow, horse, or goat) for each full acre comprising the Lot.

### Fences, Walls, Hedges, and Utility Meters

4.13. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, and any such fence or wall must be connected to the main residence. All fences or walls shall be constructed of wood, masonry, pipe, pipe-and-sucker-rod, or pipe-and-cable. Side and rear lot perimeter fencing may be constructed of multi-strand wire and metal posts. All road frontage fencing shall be approved in advance by the Architectural Control Committee. All metal fences are to be painted and all wood fences are to be treated or painted.

### Trucks, Buses, and Trailers

4.14. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

### Completion of Construction

4.15. Upon the start of any construction with the exception of fencing, the Owner will have eighteen (18) months to complete a residential dwelling complying with the restrictions set forth herein.

### Motor Homes, Mobile Homes, House-cars and Other Moveable Structures

4.16. No motor home, mobile home, house-car or other moveable structure shall ever be part of or placed temporarily or otherwise on any Lot as a residence, service house, or outbuilding. However, Owners may park recreational vehicles belonging to them on their Lot, provided that each such vehicle is under cover, concealed from view from the street and any other Lot, and on a foundation suitable for such parking purpose.

### Inoperable Vehicles

4.17. No inoperable vehicles shall be placed on any Lot unless stored in a garage or other storage building, which otherwise complies with this Declaration.

### Corner Monument Easement

4.18 Easements on the Property are hereby reserved for the benefit of Declarant and the Association for the erection, maintenance, repair and replacement of a water well, an electrical hook-up, and walls, fences, signs, monuments or similar structures demarking the entrance to the Property on Jessica Drive. No person or entity other than Declarant or the Association shall be entitled to use any such water well or electrical hook-up. The Owner of Lot 30 shall not remove or relocate any structure erected within said easements by the Declarant or the Association without the written consent of the Board of Directors of the Association.

### Roadways

4.19. No roadway may be constructed by an Owner without the consent of the Architectural Control Committee.

### Driveways and Parking Areas

4.20. Driveways and parking areas on each Lot shall be of concrete material or other such material that is approved by the Architectural Control Committee.

## ARTICLE FIVE

### Easements

#### Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage, and other facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be



available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

## ARTICLE SIX

### Association

#### Creation

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. For purposes of voting, there shall be two (2) classes of members of the Association as set forth in Paragraph 6.04 below.

#### Transfer of Membership

6.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

#### Management of Association

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

#### Membership Voting, Elections, Meetings, and Control by Developer

6.04. Each Owner of a Lot, with the exception of Developer, shall be a Class A member of the Association and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Developer shall be the sole Class B member of the Association and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B member of the Association have less than the total number of Class A votes plus one (1). The Class B membership of the Association shall cease when the Developer no longer retains the right to appoint and remove members of the Board of the Association as set forth herein. Notwithstanding any other language or

provision to the contrary in this Declaration, in the Articles of Incorporation of the Association, or in the Bylaws of the Association, Developer hereby retains the right to appoint and remove any members of the Board of the Association until fifteen (15) days after the date upon which all of the Lots have been conveyed by Developer to Owners other than a person or persons constituting Developer. The number of Directors constituting the Board, and the method of election of such directors shall be as set forth in the Bylaws of the Association.

#### Duties and Powers of Board

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

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least quarterly.

- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

## ARTICLE SEVEN

### General Provisions

#### Enforcement

7.01. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. No proceeding filed to enforce the provisions of this Declaration shall be filed in the Commissioners Court of Parker County, Texas.

#### Severability

7.02. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Covenants Running With the Land

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

#### Duration and Amendment

7.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years subject to termination by an instrument signed by more than two-thirds (2/3) of the Owners. The covenants,

conditions, and restrictions of this Declaration may be amended by an instrument signed by more than two-thirds (2/3) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Deed Records of Parker County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

7.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses including expert witness testimony, attorneys' fees, and costs.

Liberal Interpretation

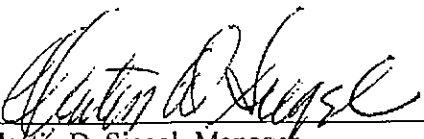
7.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 3<sup>RD</sup> day of MARCH, 2006, at Fort Worth, Texas.

ALEDO-HIGHLAND RANCH ESTATES, LTD.

By: Seagull Family, L.L.C., its sole General Partner

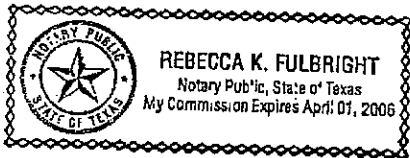
By:

  
Martin D. Siegel, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on 03-03-, 2006 by Martin D. Siegel, Manager of Seagull Family, L.L.C., on behalf of Aledo-Highland Ranch Estates, Ltd.



*Rebecca K. Fulbright*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bryan D. Bruner  
Bruner, Jamieson & Pappas, L.L.P.  
306 W. 7th Street, Suite 701  
Fort Worth, TX 76102-4905

EXHIBIT "A"

PHASE 3

A PORTION OF THAT SO-CALLED 173.553 ACRE TRACT OF LAND PATENTED TO W. H. TABOR, ASSIGNEE OF J. H. DANIEL ON MAY 25, 1883, PATENT NO. 230, VOLUME 14, ABSTRACT NO. 2377, AS CONVEYED TO MARTIN D. SIEGEL IN VOLUME 482, PAGE 494, DEED RECORDS, PARKER COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF TRACT 22R, HIGHLAND RANCH ESTATES, PHASE 1, AN ADDITION IN PARKER COUNTY, TEXAS, ACCORDING TO THE CORRECTION TO THE REVISED PLAT RECORDED IN CABINET B, SLIDE 606, PLAT RECORDS, PARKER COUNTY, TEXAS, SAID POINT ALSO LYING SOUTH (BASIS OF BEARINGS), 1475.48 FEET FROM THE NORTHWEST CORNER OF THE RICE DERRET SURVEY, ABSTRACT NO. 380 (SAID SURVEY HAS ALSO BEEN REFERRED TO AS THE RICE DURRETT SURVEY), IN THE WEST LINE OF SAID SURVEY;

THENCE SOUTH (BASIS OF BEARINGS), PASSING A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF TRACT 16, DEER RUN, AN ADDITION IN PARKER COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET B, PAGE 90, PLAT RECORDS, PARKER COUNTY, TEXAS, AND CONTINUING ALONG THE WEST LINE OF TRACTS 16 AND 17 OF SAID DEER RUN, PASSING A FENCE POST AT THE SOUTHWEST CORNER OF SAID TRACT 17 AT 1561.13 FEET, SAID POINT ALSO LYING IN THE NORTH LINE OF THE F. B. JONES SURVEY, ABSTRACT NO. 764, AND IN THE NORTH LINE OF THAT TRACT CONVEYED TO JAMES R. KELLY, ET AL, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 1446, PAGE 785 OF SAID DEED RECORDS, AND CONTINUING ALONG A JOG IN THE NORTH LINE OF SAID JONES SURVEY AND SAID KELLY TRACT, IN ALL, 1665.43 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF SAID SO-CALLED 173.553 ACRE TRACT;

THENCE SOUTH 89°58'58" WEST, ALONG THE NORTH LINE OF SAID JONES SURVEY AND KELLY TRACT, 962.70 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHWEST CORNER OF SAID JONES SURVEY AND KELLY TRACT AND THE POINT OF BEGINNING;

THENCE SOUTH 00°32'08" WEST, ALONG THE WEST LINE OF SAID JONES SURVEY AND KELLY TRACT, 378.70 FEET TO A FOUND 2-1/2" PIPE WITH BOLT SET IN CONCRETE AT THE NORTHEAST CORNER OF THE S. L. CROW SURVEY, ABSTRACT NO. 2555 AND THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO FRED MCFARLAND BY WARRANTY DEED RECORDED IN VOLUME 100, PAGE 39 OF SAID DEED RECORDS;

THENCE SOUTH 88°12'00" WEST ALONG THE NORTH LINE OF SAID CROW SURVEY AND MCFARLAND TRACT, 687.17 FEET TO A SET 1/2" STEEL ROD;

THENCE NORTH, 128.10 FEET TO A SET 1/2" STEEL ROD;

THENCE WEST, 12.50 FEET TO A SET 1/2" STEEL ROD;

THENCE NORTH, 195.74 FEET TO A SET 1/2" STEEL ROD AT THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 03°00'31" EAST, 220.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°33'14", AN ARC LENGTH OF 25.16 FEET (LONG CHORD BEARS NORTH 83°42'53" WEST, 25.16 FEET) TO A SET 1/2" STEEL ROD;

THENCE SOUTH, 198.49 FEET TO A SET 1/2" STEEL ROD;

THENCE WEST, 12.50 FEET TO A SET 1/2" STEEL ROD;

THENCE SOUTH, 129.68 FEET TO A SET 1/2" STEEL ROD IN THE NORTH LINE OF SAID S. L. CROW SURVEY AND MCFARLAND TRACT;

THENCE SOUTH 88°12'00" WEST ALONG THE NORTH LINE OF SAID CROW SURVEY AND MCFARLAND TRACT, 661.54 FEET TO A FOUND 2-1/2" PIPE WITH BOLT SET IN CONCRETE AT THE NORTHWEST CORNER THEREOF, IN THE EAST LINE OF THE LOUIS MEYENBERG SURVEY, ABSTRACT NO. 917 AND IN THE EAST LINE OF THAT TRACT CONVEYED TO FRED MCFARLAND BY PARTITION DEED RECORDED IN VOLUME 169, PAGE 177 OF SAID DEED RECORDS;

THENCE NORTH 00°52'29" EAST ALONG THE EAST LINE OF SAID MEYENBERG SURVEY AND MCFARLAND TRACT, 1289.57 FEET TO A SET 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO JEROME STOCK AND CHRISTINE STOCK BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 2019, PAGE 1918, OF SAID DEED RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID STOCK TRACT THE FOLLOWING THREE CALLS:  
SOUTH 88°03'10" EAST, 194.97 FEET TO A FOUND 1/2" STEEL ROD;  
SOUTH 61°02'02" EAST, 127.22 FEET TO A FOUND 1/2" STEEL ROD;  
NORTH 51°51'28" EAST, 185.03 FEET TO A FOUND 1/2" STEEL ROD;

THENCE SOUTH 41°04'33" EAST, 429.83 FEET TO A SET 1/2" STEEL ROD;

THENCE SOUTH 48°55'27" WEST, 14.17 FEET TO A SET 1/2" STEEL ROD;

THENCE SOUTH 41°04'33" EAST, 60.00 FEET TO A SET 1/2" STEEL ROD;

THENCE NORTH 48°55'27" EAST, 39.38 FEET TO A SET 1/2" STEEL ROD AT THE BEGINNING OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS SOUTH 41°04'33" EAST, 30.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET, (LONG CHORD BEARS SOUTH 86°04'33" EAST, 42.43 FEET) TO A SET 1/2" STEEL ROD;

THENCE SOUTH 41°04'33" EAST, 29.69 FEET TO A SET 1/2" STEEL ROD AT THE BEGINNING OF CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 48°55'27" EAST, 335.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°55'27", AN ARC LENGTH OF 286.05 FEET (LONG CHORD BEARS SOUTH 65°32'17" EAST, 277.44 FEET) TO A SET 1/2" STEEL ROD;

THENCE EAST, 275.75 FEET TO SET 1/2" STEEL ROD;

THENCE SOUTH, 420.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 33.232 ACRES (1,447,594 SQUARE FEET) OF LAND, MORE OR LESS.

**EXHIBIT "B"**

Phase III Lot #	Building	Set-backs*		
	Front	Left	Right	Rear
28	25 feet	25 feet	25 feet	50 feet
29	25 feet	25 feet	25 feet	50 feet
30	25 feet	25 feet	25 feet	25 feet
31	25 feet	25 feet	25 feet	30 feet
32	25 feet	25 feet	25 feet	30 feet
33	60 feet	30 feet	30 feet	30 feet
34	60 feet	50 feet	50 feet	30 feet
35	50 feet	30 feet	30 feet	50 feet
36	50 feet	50 feet	50 feet	50 feet

\*The references to "Front", "Left", "Right", and "Rear", refer to those areas of each Lot from the vantage point of a person standing in the street and looking at the Lot. The references to "Lot#" refers to the Lots as shown on the Plat.

Doc# 588187 Fees: \$75.00  
03/06/2006 10:18AM # Pages 16  
Filed & Recorded in Official Records of  
PARKER COUNTY, TEXAS  
TEANE BRINSON COUNTY CLERK