

**First Amended Declaration of Restrictive Covenants of the  
REECE CREEK ESTATES  
An Unrecorded Subdivision**

**Basic Information**

**Date:** November \_\_\_\_, 2020

**Declarant:** MIG LAND WEST, LLC, a Texas limited liability company

**Declarant's Address:**

2302 Post Office Street, Suite 601  
Galveston, Galveston County, Texas 77550

**Property:** Being that certain tract or parcel of land situated in Milam County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

**Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means MIG LAND WEST, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development

and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in of the real property records of Milam County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, tractor or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

## **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

## **C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. no Lot shall be utilized for any dumping of garbage, rubbish, trash or hazardous materials and no garbage or other waste shall be kept on any Lot except in sanitary containers;
- e. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway or operable farm equipment or tractor implements. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any Lot for more than two (2) weeks shall constitute a “junk yard”; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office

use;

- g. the drying of clothes in a manner that is visible from any street;
- h. installing and/or relocating any new or used single-wide mobile home, manufactured home, manufactured housing, or house trailer; however newly constructed double-wide manufactured home(s) shall be allowed provided that such double-wide manufactured home is fully skirted on all sides and complies with the covenants, conditions and restrictions as set forth herein. Notwithstanding anything to the contrary, any and all existing single-wide mobile home(s), manufactured home(s), manufactured housing, or house trailer(s) located on the Property as described on Exhibit "A" before the filing of this Declaration shall be considered "grandfathered" and shall not be in violation of the covenants contained herein.
- i. interfering with a drainage pattern or the natural flow of surface water;
- j. any and all domestic animals, including but not limited to livestock, shall be contained within the boundaries of each Owner's respective Lot or in the control of the animal's owner;
- k. no outside, open or pit type toilet shall be allowed on any Lot and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems shall comply with any and all requirements, rules and regulations of the appropriate governing agencies;
- l. no structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporary or permanently. A travel trailer or motor home may be used as temporary living quarters during the construction of a new home, for a maximum period not to exceed nine (9) months.
- m. occupying a Residence that does not comply with the maintenance standards of a Residence as provided for in the 2017 International Maintenance Code and any amendments thereto.

#### **D. Construction and Maintenance Standards**

- 1. *Lots*
  - a. *Subdivision Prohibited.* No Lot may be further subdivided.
  - b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition as provided for in the 2017 International Maintenance Code and any amendments thereto.

c. *Fencing.* The perimeter of each Lot, as shown on the Plat, shall be enclosed with a fence capable of turning livestock, the perimeter fence of each Lot shall not be destroyed or taken down. However, nothing herein shall prevent the construction of gates (provided that they are kept closed) or cattle guards (capable of turning livestock) from being construction in said perimeter fence. Notwithstanding anything to the contrary, in the event an Owner acquires a contiguous Lot and/or acquires multiple contiguous Lots, said Owner shall not be obligated to enclose with a fence each Lot, as shown on the Plat, separately, provided that said Owner still has a fee interest in each contiguous Lot.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

b. *Maximum Height.* The maximum height of a Residence is 2 stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,000 square feet.

d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.

e. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back-setback line of any Lot.

f. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Any and all Residences or Structures shall be located no less than 25' feet from the boundary Lot lines as shown on the Plat.

**E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. The term may be extended for successive terms of 10 years each by the affirmative vote of 75.0% percent of the Owners within 2 months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 2 months before the end of a term 25.0% percent of the Owners vote not to extend the term.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors,

ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67.0% percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75.0% percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

MIG LAND WEST, LLC, a Texas limited liability company

BY: \_\_\_\_\_  
Robert L. Moody, Jr., President

STATE OF TEXAS \*

COUNTY OF GALVESTON \*

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared Robert L. Moody, Jr. known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as President of MIG LAND WEST, LLC, a Texas limited liability company and acknowledged that he executed the same for the purpose contained therein.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, please return to:  
  
2302 Post Office Street, Suite 601  
Galveston, Galveston County, Texas 77550

## EXHIBIT "A"

Being 236.237 Acres, more or less, comprised of 43.145 Acres, more or less, of the Jose Leal Survey, Abstract No. 29, 167.924 Acres, more or less, of the John B. Harvey Survey, Abstract No. 186, 24.920 Acres, more or less, of the William W. Hill Survey, Abstract No. 191 and 0.248 Acres, more or less, of the Charles S. Walden Survey, Abstract No. 378 and also being comprised of all of a 106.220 Acre tract of land described in a deed to Kerry L. Wiggins in Volume 1021, Page 529 of the Official Records of Milam County, Texas, all of a 102.953 Acre tract of land described in a deed to said Kerry L. Wiggins in Volume 1021, Page 536 of said official records, all of a 2.002 Acre tract of land described in a deed to said Kerry L. Wiggins in Volume 1021, Page 524 of said official records and part of a 28.855 Acre tract of land described in a deed to said Kerry L. Wiggins in Volume 1069, Page 163 of said official records;

BEGINNING at a 6 inch circular concrete monument, found, at the Easternmost Northeast corner of said 102.953 Acre tract and at the Easternmost or Southeast corner of a 106.483 Acre tract of land described in a deed to Jeffrey Lane Fisher as recorded in Volume 1144, Page 83 of said official records and also being on the Southwest side of Milam County Road No. 334;

THENCE, S 21° 54' 30" E, with a Northeasterly line of said 102.953 Acre tract, along the Southwest side of said county road, 564.20 Feet, to a ½ inch capped iron pin, set, at the Easternmost or Southeast corner of said 102.953 Acre tract and in the Northwesterly line of a tract of land being the residue of a 100 Acre tract described in a deed to Diane Lynn Vaughn and J. T. Anthis, Jr., as recorded in Volume 1229, Page 531 of said official records and also being within Milam County Road No. 334-A, from whence a ½ inch capped iron pin, set, at the Northernmost or Northeast corner of said 100 Acre tract, Brs. N 68° 16' 09" E, 88.32 Feet;

THENCE, S 68° 16' 09" W, with the Southeasterly line of said 102.953 Acre tract, at 1779.97 Feet, pass a ½ inch capped iron pin, set, at the Westernmost or Northwest corner of said 100 Acre tract and at the Northernmost or Northeast corner of 63.683 Acre tract of land described in Volume 326, Page 612 of the Deed Records of Milam County, Texas, and conveyed as TRACT THREE in a deed to Rola J. Doelitsch et al, as recorded in Volume 1229, Page 688 of said official records and also being in a gated entrance for the West end of Milam County Road No. 334-A, on line, and continuing in

**EXHIBIT "A" continued**

all 3327.73 Feet, to the Westernmost or Northwest corner of said 63.683 Acre tract and the Northeast line of said 28.855 Acre tract, for an inner ell corner hereof, from whence a ½ inch capped iron pin, set, at the Northernmost or Northeast fence corner of said 28.855 Acre tract, Brs. N 21° 38' 35" W, 3.73 Feet;

THENCE, S 21° 38' 35" E, with the Northeast line of said 28.855 Acre tract and the Southwest line of said 68.683 Acre tract, at 8.94 Feet, pass a ½ inch capped iron pin, set and fence corner post, 0.42 Feet, left of line, and continuing in all 1040.24 Feet, to a cotton picker spindle, found, at the Northernmost or Northeast corner of a 3.896 Acre tract of land described in a deed to Roger Pack and Marlene Pack as recorded in Volume 1282, Page 80 of said official records;

THENCE, S 68° 54' 33" W, with the Northwest line of said 3.896 Acre tract, crossing said 28.855 Acre tract, 549.41 Feet, to a ½ inch capped iron pin, found, at the Westernmost or Northwest corner of said 3.896 Acre tract, in a Southwest line of said 28.855 Acre tract, and also being in the Northeast line of a tract of land being the residue of a 63.83 Acre tract described in a deed to Roger Pack and wife, Marlene Pack as recorded in Volume 694, Page 513 of said official records;

THENCE, N 17° 20' 36" W, with a Southwest line of said 28.855 Acre tract, 501.61 Feet, to a ½ inch capped iron pin, set, at an inner ell corner of said 28.855 Acre tract and at the Northernmost corner of said tract being the residue of 68.83 Acre tract;

THENCE, S 69° 43' 08" W, with a Southeast line of said 28.855 Acre tract, 1047.74 Feet, to a ½ inch capped iron pin, set, at an outer ell corner of said 28.855 Acre tract and at the Westernmost or Northwest corner of said tract being the residue of 68.83 Acre tract and also being on the Northeast side of Milam County Road No. 323;

THENCE, with Southwesterly lines of said Kerry L. Wiggins Tracts and along the Northeast side of said Milam County Road No. 323, as follows; N 21° 29' 30" W, 508.59 Feet, to a 6 inch circular concrete monument, found, at the Westernmost or Northwest corner of said 28.855 Acre tract and at the Southernmost or Southwest corner of said 2.002 Acre tract, from whence a ½ inch capped iron pin, set, at fence post, for reference, Brs. S 55° 33' 37" W, 1.61 Feet; and continuing N 22° 02' 11" W,

**EXHIBIT "A" continued**

981.66 Feet, to a ½ inch capped iron pin, set, at fence post; and N 22° 57' 46" W, 558.98 Feet, to a ½ inch capped iron pin, set, at fence post; and N 33° 59' 38" W, 377.48 Feet, to a ½ inch capped iron pin, set, at an outer ell corner of said 106.220 Acre tract and in the Southeast line of a 20 Acre tract of land described in a deed to Daniel Inocencio as recorded in Volume 1275, Page 353 of said official records;

THENCE, N 70° 16' 59" E, with a Northwest line of said 106.220 Acre tract and the Southeast line of said 20 Acre tract, 367.96 Feet, to a ½ inch capped iron pin, set, at an inner ell corner of said 106.220 Acre tract and at the Easternmost or Southeast corner of said 20 Acre tract;

THENCE, N 21° 44' 18" W, with a Southwest line of said 106.220 Acre tract and the Northeast line of said 20 Acre tract, at 1128.38 Feet, pass a ½ inch capped iron pin, set, at fence post, on the Southeast side of Milam County Road No. 322, on line, and continuing in all 1162.69 Feet, to the approximate center of said Milam County Road No. 322, for an outer ell corner of said 106.220 Acre tract and the Northeast corner of said 20 Acre tract and also being in the Southeast line of a 30 Acre tract described in a deed to the City of Rockdale as recorded in Volume 335, Page 108 of said deed records;

THENCE, with the Northwesterly lines of said 106.220 Acre tract, along the approximate center of said Milam County Road No. 322, as follows; N 66° 09' 28" E, 222.83 Feet; and N 58° 15' 19" E, 173.40 Feet; and N 53° 01' 34" E, 88.94 Feet; and N 48° 14' 49" E, 154.26 Feet; and N 43° 58' 53" E, 90.98 Feet; and N 39° 38' 11" E, 175.07 Feet; and N 31° 04' 11" E, 225.44 Feet; and N 26° 34' 20" E, 36.56 Feet, to an outer ell corner of said 106.220 Acre tract and a Southwest corner of a 2 Acre tract of land described in a deed to Roger Cody Yoakum as recorded in Volume 1080, Page 871 of said official records and also being in the Southeast line of a 2.05 Acre tract of land described in a deed to Robert P. Young and Joe M. Young as recorded in Volume 886, Page 447 of said official records;

THENCE, N 87° 43' 48" E, with a common line of said 106.220 Acre tract and said Yoakum 2 Acre tract, at 43.77 Feet, pass a 6 inch circular concrete monument, found, on the Southeast side of said Milam County Road No. 322, on line, and continuing in all 351.80 Feet, to a 2 inch pipe fence post, found, at an outer ell

**EXHIBIT "A" continued**

corner of said 106.220 Acre tract and at the Southeast corner of said Yoakum 2 Acre tract and also being in the Southwest line of a tract of land being the residue of 40.985 Acres described in a deed to Cody Yoakum and Michelle Stracener as recorded in Volume 842, Page 376 of said official records;

THENCE, S 21° 22' 23" E, with a Northeast line of said 106.220 Acre tract and the Southwest line of said 40.985 Acre tract and a 39.816 Acre tract described in a deed to Otto Bragger, Jr., as recorded in Volume 991, Page 342 of said official records, 1469.31 Feet, to a 4 inch pipe fence corner post, for an inner ell corner of said 106.220 Acre tract and at the Southernmost or Southwest corner of said 40.985 Acre tract and said 39.816 Acre tract;

THENCE, N 69° 21' 31" E, with a Northwest line of said 106.220 Acre tract and the Southeast line of said 40.985 Acre tract and said 39.816 Acre tract, 884.35 Feet, to a 5/8 inch capped iron pin, found, at the Easternmost or Southeast corner of said 40.985 Acre tract and said 39.816 Acre tract and also being at the Southernmost or Southwest corner of a 41.81 Acre tract of land described in a deed to Dominick DeFlorio and wife, Mary M. DeFlorio as recorded in Volume 1280, Page 185 of said official records;

THENCE, N 67° 51' 50" E, with a Northwest line of said 106.220 Acre tract and the Southeast line of said 41.81 Acre tract, 931.88 Feet, to a ½ inch capped iron pin, found, at the Easternmost Northeast corner of said 106.220 Acre tract and at the Easternmost or Southeast corner of said 41.81 Acre tract and also being in the Southwest line of said Fisher 106.483 Acre tract;

THENCE, S 22° 04' 12" E, with Northeasterly lines of said 106.220 Acre tract and said 102.953 Acre tract and the Southwest line of said 106.483 Acre tract, 1314.43 Feet, to a 5/8 inch iron pin, found, at an inner ell corner of said 102.953 Acre tract and at the Southernmost or Southwest corner of said 106.483 Acre tract;

THENCE, N 67° 30' 32" E, with a Northwest line of said 102.953 Acre tract and the Southeast line of said 106.483 Acre tract, 1399.84 Feet, to the PLACE OF BEGINNING.

**EXHIBIT "A" continued**

Being 51.593 Acres, more or less, of the William W. Hill Survey, Abstract No. 191, and being part of a 100 Acre tract described in a deed to Diane Lynn Vaughn and J. T. Anthis, Jr., as recorded in Volume 1229, Page 531 of the Official Records of Milam County, Texas;

BEGINNING at a ½ inch capped iron pin, set, at the Westernmost or Northwest corner of said 100 Acre tract and at the Northernmost or Northeast corner of a 63.683 Acre tract of land described in Volume 326, Page 612 of the Deed Records of Milam County, Texas, and conveyed as TRACT THREE in a deed to Rola J. Doelitsch et al, as recorded in Volume 1229, Page 688 of said official records and also being in the Southeast line of a 102.953 Acre tract of land described in a deed to said Kerry L. Wiggins in Volume 1021, Page 536 of said official records and being in a gated entrance for the West end of Milam County Road No. 334-A;

THENCE, N 68° 16' 09" E, along said county road, with the Northwest line of said 100 Acre tract and the Southeast line of said 102.953 Acre tract, at 1779.97 Feet, pass a ½ inch capped iron pin, set, at the Easternmost or Southeast corner of said 102.953 Acre tract, on line, and continuing in all 1868.29 Feet, to a ½ inch capped iron pin, set, at the Northernmost or Northeast corner of said 100 Acre tract, on the Southwest side of Milam County Road No. 334;

THENCE, S 24° 12' 03" E, along the Southwest side of said Milam County Road No. 334, with the Northeast line of said 100 Acre tract, 948.21 Feet, to an outer ell corner hereof and the Northernmost corner of a 1 Acre tract of land described in Volume 655, Page 443 of said official records and conveyed to Dwayne A. Jones in Volume 1245, Page 549 of said official records;

THENCE, S 64° 18' 57" W, with the Northwest fence line of said 1 Acre tract, at 6.44 Feet, pass a ½ inch capped iron pin, set, at fence post, on line, and continuing in all 205.92 Feet, to a ½ inch capped iron pin, set, at fence corner post, for the Westernmost or Northwest corner of said 1 Acre tract, for an inner ell corner hereof;

THENCE, S 22° 51' 52" E, with the Southwest fence line of said 1 Acre tract, 206.50 Feet, to a ½ inch capped iron pin, set, at the

**EXHIBIT "A" continued**

Southernmost corner of said 1 Acre tract, in the Northwest line of a tract of land called 10.00 Acres (described as 20.00 Acres, Save and Except 10.00 Acres) in a deed to Arvin Jones et al as recorded in Instrument No. 2019-4205 of said official records;

THENCE, S 64° 56' 32" W, with the Northwest line of said Jones 10.00 Acre tract, 737.15 Feet, to a ½ inch capped iron pin, set, at the Westernmost or Northwest fence corner of said Jones 10.00 Acre tract and at the Northernmost or Northeast corner of a 10.00 Acre tract described as TRACT TWO in said deed to Rola J. Doelitsch et al, as recorded in Volume 1229, Page 688 of said official records;

THENCE, S 64° 50' 52" W, with the Northwest line of said Doelitsch 10.00 Acre tract, 965.39 Feet, to a ¾ inch iron pin, found, at the Westernmost or Northwest corner of said Doelitsch 10.00 Acre tract, in the Southwest line of said 100 Acre tract and in the Northeast line of said Doelitsch 63.683 Acre tract;

THENCE, N 22° 06' 10" W, with the Southwest line of said 100 Acre tract and in the Northeast line of said Doelitsch 63.683 Acre tract, at 1249.27 Feet, pass a 4 inch pipe fence corner post, on the Southeast side of said Milam County Road No. 334-A, on line, and continuing in all 1268.40 Feet, to the PLACE OF BEGINNING.

**EXHIBIT "A" continued**

**SAVE AND EXCEPT THE FOLLOWING 49.599 ACRES:**

Being 49.599 Acres, more or less, of the John B. Harvey Survey, Abstract No. 186, and being part of a 236.237 Acre tract of land described in a deed to MIG Land West as recorded in Instrument No. 2020-3783 of the Official Records of Milam County, Texas;

BEGINNING at a 6 inch circular concrete monument, found, at the Easternmost Northeasterly corner of said 236.237 Acre tract and at the Easternmost or Southeast corner of a 106.483 Acre tract of land described in a deed to Jeffrey Lane Fisher as recorded in Volume 1144, Page 83 of said official records and also being on the Southwest side of Milam County Road No. 334;

THENCE, S 21° 54' 30" E, with a Northeast line of said 236.237 Acre tract, along the Southwest side of said county road, 564.20 Feet, to a ½ inch capped iron pin, set, at the Easternmost or Southeast corner of said 236.237 Acre tract and in the Northwesterly line of a tract of land being the residue of a 100 Acre tract described in a deed to Diane Lynn Vaughn and J. T. Anthis, Jr., as recorded in Volume 1229, Page 531 of said official records and also being within Milam County Road No. 334-A, from whence a ½ inch capped iron pin, set, at the Northernmost or Northeast corner of said 100 Acre tract, Brs. N 68° 16' 09" E, 88.32 Feet;

THENCE, S 68° 16' 09" W, with a Southeast line of said 236.237 Acre tract, 1579.97 Feet, to a ½ inch capped iron pin, set, at the Southernmost or Southwest corner hereof, from whence a ½ inch capped iron pin, set, in the Southeast line of said 236.237 Acre tract, at the Westernmost or Northwest corner of said 100 Acre tract and at the Northernmost or Northeast corner of a 63.683 Acre tract of land described in Volume 326, Page 612 of the Deed Records of Milam County, Texas, and conveyed as TRACT THREE in a deed to Rola J. Doelitsch et al, as recorded in Volume 1229, Page 688 of said official records and also being in a gated entrance for the West end of Milam County Road No. 334-A, Brs. S 68 16' 09" W, 200.00 Feet;

N 49° 21' 09" W, 973.23 Feet, to a ½ inch capped iron pin, set, at an inner ell corner hereof; and

S 69° 18 16" W, 410.05 Feet, to a ½ inch capped iron pin, set, at an outer ell corner hereof; and

**EXHIBIT "A" continued**

N 22° 39' 01" W, 986.05 Feet, to a ½ inch capped iron pin, found, at the Westernmost or Northwest corner hereof in a Northwest line of said 236.237 Acre tract and in the Southeast line of a 39.816 Acre tract described in a deed to Otto Bragger, Jr., as recorded in Volume 991, Page 342 of said official records, from whence a 4 inch pipe fence corner post, for an inner ell corner of said 236.237 Acre tract and at the Southernmost or Southwest corner of said 39.816 Acre tract, Brs. S 69° 21' 31" W, 768.44 Feet;

THENCE, N 69 21' 31" E, with a Northwest line of said 236.237 Acre tract and the Southeast line of said 39.816 Acre tract, 115.91 Feet, to a ¾ inch capped iron pin, found, at the Easternmost or Southeast corner of said 39.816 Acre tract and also being at the Southernmost or Southwest corner of a 41.81 Acre tract of land described in a deed to Dominick DeFlorio and wife, Mary M. DeFlorio as recorded in Volume 1280, Page 185 of said official records;

THENCE, N 67° 51' 50" E, with a Northwest line of said 236.237 Acre tract and the Southeast line of said 41.81 Acre tract, 931.88 Feet, to a ½ inch capped iron pin, found, at an outer ell corner of said 236.237 Acre tract and at the Easternmost or Southeast corner of said 41.81 Acre tract and also being in the Southwest line of said Fisher 106.483 Acre tract;

THENCE, S 22° 04' 12" E, with a Northeast line of said 236.237 Acre tract and the Southwest line of said 106.483 Acre tract, 1314.43 Feet, to a 5/8 inch iron pin, found, at an inner ell corner of said 236.237 Acre tract and at the Southernmost or Southwest corner of said 106.483 Acre tract;

THENCE, N 67° 30' 32" E, with a Northwest line of said 236.237 Acre tract and the Southeast line of said 106.483 Acre tract, 1399.84 Feet, to the PLACE OF BEGINNING containing 49.599 Acres, more or less, of which, 0.435 Acres are within the fence R-O-W of said Milam County Road No. 334-A.