

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF SHADY OAKS SUBDIVISION**

This Declaration of Covenants, Conditions, Easements and Restrictions of Shady Oaks (this "Declaration") is made on the 5th day of October, 2006, by Bobby Fortner and Anna Jo Fortner, husband and wife (collectively referred to herein as "Declarant").

**RECITALS**

- A. Declarant is the owner of all that certain real property (the "Property") located in Real County, Texas, described as follows:

Lots 1 through 20 of Shady Oaks Subdivision, a subdivision located in Real County, Texas, as more completely described in the plat of said subdivision recorded in Vol. 1, Page 153 of the Plat Records of Real County, Texas (as such plat may be amended from time to time hereafter, the "Plat"), the Property being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes. Individually numbered tracts or parcels of land referenced on the Plat are referred to herein individually as a "Lot" and collectively as the "Lots."

- B. Each owner of any interest in any Lot is referred to herein as an "Owner."
- C. Declarant has devised a general plan for the development of the Property as a whole, with specific provisions for particular parts of the Property. This general plan provides a common scheme of development designed to perpetuate the natural environment of the Property, preserve and propagate the wildlife on the Property for the use of the Owners, and protect and safeguard the value of the Property.
- D. This general plan will benefit the Property in general, each Lot, Declarant, each Owner, and each successive owner of an interest in the Property or any Lot.

**COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

NOW THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant hereby restricts the Property according to the following covenants, conditions, easements and restrictions in furtherance of this general development plan for the Property and declares that all of the Property and each Lot shall be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions:

1. Each Lot is subject to all of the covenants, conditions, easements and restrictions set forth in this Declaration, shown on the Plat, or filed of record in the real property records of Real County, Texas, and each Owner shall be deemed to have taken notice of all such covenants, conditions, easements and restrictions.

2. Declarant reserves from each Lot a ten (10) foot wide easement and building setback line along and parallel to each boundary line of such Lot, and along and parallel to each road in or adjacent to the Property (the "Utility Easement"), for the benefit of Declarant and each Owner. The Utility Easement may be used for the purposes of (i) installing and maintaining water, electric, telephone and other utility lines, poles and/or anchor systems, (ii) cutting and/or trimming trees, bushes, shrubs and other vegetation within or adjacent to the Utility Easement which at any time interfere or threaten to interfere with such lines, poles and/or anchor systems, and (iii) ingress and egress by employees, agents and/or contractors of utility companies owning or maintaining such lines, poles and/or anchor systems. No vehicle may be parked on the Utility Easement unless such vehicle is temporarily parked for the purpose of providing utilities, police, fire protection or other services to a Lot. No building, fence or other improvement shall encroach on any portion of the Utility Easement.
3. No Lot may be subdivided.
4. An Owner may consolidate one or more adjoining Lots into one building site, in which event the Utility Easement shall be measured from the resulting property lines of such combined building site rather than from the boundary lines of each Lot (as shown on the Plat) included in such building site; provided, however, that no consolidation of adjoining Lots shall alter the Utility Easement as it exists along and parallel to each road in or adjacent to the Property.
5. As used herein:
  - (a) "Primary Residence" means a single-family residence that is intended to be the full-time or part-time residence of each Owner as to a particular Lot.
  - (b) "Secondary Residential Structure" means a guesthouse or servant's quarters.
  - (c) "Outbuilding" means a non-residential structure such as a pump house, well house, workshop, barn, or tool shed.
  - (d) "Living Units" means Primary Residences and Secondary Residential Structures.
6. Improvements on each Lot must meet the following:
  - (a) Only one (1) Primary Residence, one (1) Secondary Residential Structure, and Outbuildings are permitted on any Lot.
  - (b) A single story Primary Residence must contain no less than one thousand two hundred (1,200) square feet of living area. A multiple story Primary

Residence may be not more than two (2) stories in height and must contain no less than one thousand five hundred (1,500) square feet of living area, including not less than one thousand (1,000) square feet of living area on the ground floor and not less than five hundred (500) square feet of living area on the second story. The minimum square footage of living area of a Primary Residence shall be that area which is heated and cooled and shall be calculated exclusive of attached closed car garages, covered carports, porches, breezeways.

(c) A Primary Residence that meets at least the foregoing requirements must be completed and occupied before construction on any Secondary Residential Structure or Outbuilding (other than a pump house or well house) can be commenced.

(d) A Secondary Residential Structure must contain no less than seven hundred (700) square feet. The minimum square footage of a Secondary Residential Structure shall be that area which is heated and cooled.

(e) All Living Units shall be "earth tone" in color. The exterior portion of any Living Unit not constructed of brick or stone shall be stained or painted. All metal roofing on Living Units must be galvalume or another material of better grade or durability than galvalume. All Living Units must have a minimum 5/12 roof pitch except for porches, patios, and Living Units of southwestern design.

(f) No Living Unit or portion of a Living Unit may be moved onto any Lot. Each Living Unit must be constructed and erected on-site and permanently attached on pier and beam and/or slab foundation. Mobile, modular, pre-manufactured and/or industrial built homes may not be used as Living Unit or any portion of a Living Unit, nor stored on any Lot for any reason.

(g) Outbuildings must be permanent in nature. The exterior portion of any Outbuilding not constructed of brick or stone shall be stained or painted. All metal roofing on Outbuildings must be galvalume or another material of better grade or durability than galvalume.

(h) The construction of any Living Unit must be completed not later than six (6) months after the commencement of the construction of such Living Unit. The construction of any Outbuilding must be completed not later than three (3) months after the commencement of the construction of such Outbuilding.

(i) Air conditioning and heating units on any Living Unit must be fully screened from view of any other Lot and from any road in or adjacent to the Property. No window unit or other non-central air conditioning or heating apparatus is permitted on any Living Unit.

(j) Above ground butane, propane, and other compressed gas storage tanks and water tanks, pressure tanks, and well equipment on each Lot must be fully

screened from view of any other Lot and from any road in or adjacent to the Property.

7. No overnight stay is permitted in any portion of a Living Unit until the exterior of such Living Unit has been completed and connected to a septic tank or waste disposal system which has been permitted and approved by the County and/or State Health Department or other governing body controlling wells and septic systems.
8. No exterior lighting of any sort shall be installed or maintained on any Lot where the light is offensive to any Owner; provided, however, that reasonable security, landscape, tennis court, deck, patio or swimming pool lighting is permitted.
9. No exterior horns, bells, whistles or other sound devices shall be placed or used on any Lot; provided, however, that residential security alarm systems are permitted.
10. Each Owner shall be responsible for the maintenance of the exterior of any dwelling unit and appurtenant structure located on such Owner's Lot at a standard in keeping with the level of maintenance exhibited by a majority of the improvements in the Property. Each Owner's maintenance obligations shall include repairs to roofs, glass windows and doors and all structural elements, as well as plumbing, electrical equipment, foundation maintenance and repairs, landscaping and all other improvements on such Owner's Lot and any driveways extending to any road in or adjacent to the Property.
11. All travel trailers, motor homes or other recreational vehicles on the Property must be stored in an area that is fully screened from view from each other Lot and from any road in or adjacent to the Property. No overnight stay in any travel trailer, motor home or other recreational vehicle on the Property is permitted, except under the following terms and conditions:
  - (a) "Overnight Event" means a period of overnight stay by an Owner in a travel trailer, motor home or other recreational vehicle on such Owner's Lot, whether for a single night or for consecutive nights (for example, if an Owner stays in a recreational vehicle on his Lot for one night, but not on the night before or the night after, then such one-night stay constitutes an Overnight Event; and if an Owner stays in a recreational vehicle on his Lot for two consecutive nights, but not on the night before or the night after such two-night stay, then such two-night stay constitutes one Overnight Event);
  - (b) Only an Owner (but not any Owner's guest or invitee unless such Owner is also present) may stay overnight in a travel trailer, motor home or other recreational vehicle on such Owner's Lot;
  - (c) No Overnight Event on any Lot may exceed 14 consecutive nights;

- (d) Multiple Overnight Events on any Lot may not exceed a total of 20 days in any rolling 30-day period;
  - (e) Not more than 4 Overnight Events are permitted in any calendar year on any Lot;
  - (f) No Overnight Event is permitted on any Lot after the earlier to occur of (i) six months after construction has begun on the Primary Residence on such Lot, and (ii) completion of construction of the Primary Residence on such Lot; and
  - (g) No Overnight Event is permitted unless the travel trailer, motor home or other recreational vehicle used is connected to (i) a safe electrical source, and (ii) a potable water source and septic tank/waste disposal system which have been permitted and approved by Real County, the State Health Department, Real-Edwards Conservation and Reclamation District, or other governmental agency or political subdivision controlling water wells and septic systems.
- 12. No camping or similar activity is allowed on the Property.
  - 13. No oil, gas or other mineral exploration of any type is permitted on the Property.
  - 14. Water located on or under the Property shall be for domestic and wildlife use only. No commercial underground development of water resources is permitted on the Property.
  - 15. No hunting or discharging of firearms or any other device capable of killing, injuring or causing property damage is permitted on the Property.
  - 16. Each fence on any Lot may not exceed four (4) feet in height, must be maintained in good condition and repair, and must be made of wooden or metal posts or pickets, wire mesh, stone and/or a combination thereof, or other material approved by Declarant in advance. All fences are to be maintained at the expense of the Owners on whose Lot such fences are located.
  - 17. No activity or use of any Lot or the erection or maintenance of any structure on any Lot which violates in any way any law, statute, ordinance, regulation or rule of any governmental entity with applicable jurisdiction shall be permitted. Noxious or offensive activity shall not be permitted on any Lot, nor anything done thereon which may become an annoyance or nuisance to any Owner.
  - 18. No modification of existing topography of any Lot shall be permitted which would result in the ponding or accumulation of surface water on any other Lot or any road in or adjacent to the Property.

19. No trash, garbage, refuse, used lumber, or unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any Lot. Trash, garbage and other waste for pickup must be kept in containers in an enclosed structure that is shielded from view from each other Lot and from any road in or adjacent to the Property, and that is protected from scattering by animals or other means.
20. No inoperative vehicle or equipment shall be permitted to remain on any Lot longer than thirty (30) days after the vehicle or equipment becomes inoperative.
21. Generally recognized household/family pets of a reasonable number shall be permitted provided they are not kept or maintained for commercial purposes. No swine, poultry, game chickens, emus, ostriches, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, etc.) are permitted on any Lot. Any pet which endangers any Owner or which creates a nuisance or unreasonable disturbance or is not a common household pet must be removed from the Property within seven (7) days' after written notice.
22. No Lot may be used for any commercial purpose, except that:
- (a) Nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as (i) such services do not attribute to the Lot any appearance of a commercial or non-residential use, and (ii) no sign of any nature indicating such services is displayed on or near the Lot.
- (b) A "bed and breakfast," seasonal rental, or other type of tourist lodging service within the rooms of the Primary Residence or Secondary Residential Structure on a Lot shall be allowed provided that (i) the Lot is not used solely for rental purposes, and (ii) no sign of any nature indicating such services is displayed on or near the Lot. All users of such lodging services must acknowledge in advance in writing that he or she has been made aware of and agrees to abide by all of the covenants, conditions, easements and restrictions set forth in this Declaration. The use of any Lot for such lodging services does not and will not release any Owner from compliance with any of the obligations and duties as an Owner under this Declaration.
23. An interior road in the Property, which begins at an intersection with John Buchanan Road and terminates as shown on the Plat (the "Interior Road"), may be used by and may particularly benefit Lots 4, 5, 6, 7, 8, 9, 10 and 11 (the "Road Lots"). Consequently, the Owners of each Road Lot must collectively maintain the Interior Road as a good quality unpaved subdivision road, free of significant ruts or potholes. Each Road Lot will be allocated, and the Owners of such Road Lot must pay, one-eighth (1/8) of the cost of maintaining the entire length of the Interior Road. Any dispute among the Owners of the Road Lots as to the maintenance of the Interior Road will be decided by majority vote, with one vote allocated to each Road Lot, and with any tie vote to be decided by coin flip. The

maintenance costs allocated to each Road Lot will be a joint and several obligation of each Owner of such Road Lot. In the event the Owner(s) of any Road Lot do not pay in full the road maintenance costs allocated to such Road Lot within five (5) days after such maintenance costs are incurred, then the Owners of the remaining Road Lots may bring suit to collect such maintenance costs in any court with competent jurisdiction sitting in Real County, Texas.

24. No hardwood tree on the Property with a trunk diameter in excess of eight inches, other than a cedar or juniper tree, may be cut down, bulldozed, manually uprooted, or otherwise removed from the Property.
25. As to any matter that is subject to the vote of the Owners under this Declaration or applicable law, (a) one vote (a "Vote") will be allocated to each Lot, (b) each Vote must be in writing and signed by a representative of the Lot as to which the Vote is allocated, (c) if more than one person or entity owns an interest in a Lot, the Vote allocated to such Lot will be cast as determined by the person, persons, entity, or entities owning a majority of the ownership interest in such Lot, and (d) no Vote may be divided, split, or otherwise cast as a fraction or percentage.
26. A Property Protection Committee (the "Committee") is hereby created.
  - (a) The Committee will initially consist solely of Declarant. After Declarant has sold more than fifty percent (50%) of the Lots but fewer than seventy percent (70%) of the Lots, the Committee will consist of Declarant and two (2) other persons designated from time to time by Declarant. After Declarant has sold seventy percent (70%) of the Lots, (i) the Committee will consist of three (3) persons chosen by a majority of the Votes, and (ii) any Committee member may be removed from the Committee by at least seventy percent (70%) of the Votes.
  - (b) Neither the Committee nor the individual members of the Committee will be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. All actions of and by the Committee will be by a majority vote of the Committee's members.
  - (c) No foundation, building, wall, landscaping, fence, or other improvement of any character may be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until construction plans and specifications showing at least the following have been submitted to and approved in writing by the Committee: the location of the structure or improvements, the size, roof pitch, exterior stone type and pattern, quality of material, and harmony of external design, materials and color scheme with existing and proposed structures, location with respect to topography, finish grade elevation, and otherwise as to compliance with this Declaration.
  - (d) In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the Committee's receipt of the required documents,

approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied with respect to the plans and specifications that were provided to the Committee. The approval or lack of disapproval by the Committee shall not be deemed to constitute any warranty or representation by such Committee including, with limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

(e) The approval of any construction that is not commenced within six (6) months after approval by the Committee shall be void.

(f) Notwithstanding anything to the contrary herein contained, a majority of the Committee is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of a majority of the Committee, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the property and its improvements as a whole.

(g) The Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for variance. If a majority of the Committee shall approve such request for a variance, the Committee shall evidence such approval, and grant its permission for such a variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the time limitation of such approved variance, if any, the type of alternate materials to be permitted, or specifying the location, plans and specifications applicable to the approved outbuilding), and signed by a majority of the then members of the Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval by the Committee; or (b) failure by the Committee to respond to the request for variance within thirty (30) days after the Committee's receipt of written notice of such request for variance. In the event the Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Committee shall have expired, no variance from the covenants of this Declaration shall be permitted.



27. The failure of any Owner to comply with any covenant, condition, easement, or restriction in this Declaration will result in irreparable damage to Declarant and other Owners; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. Declarant, the Committee, and each Owner have the right, but not the obligation, to police, control or enforce the terms of this Declaration. These provisions are intended to strictly comply in full with all applicable law, as now existing or hereafter amended. If and to the extent that any provision this Declaration does not comply with applicable law, such provision is hereby altered, changed and amended to secure such compliance; and this covenant and condition shall be deemed paramount and control over all other provisions.
28. At least seventy (70) percent of the Votes may, at any time and from time to time:
- (a) Amend this Declaration for the purpose of relieving hardship or permitting good architectural planning to be effected;
  - (b) Provide any Owner a waiver of any of the covenants, conditions, easements and restrictions set forth in this Declaration with respect to any Lot or with respect to such Owner for the purpose of relieving hardship or permitting good architectural planning to be effected; and
  - (c) Amend this Declaration if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable such lender, purchaser, insurer or guarantor to make, purchase, insure or guarantee mortgage loans on any portion of the Property; or
29. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or its respective assignee of such right or privilege.
30. Declarant and Declarant's heirs and assigns shall have the right, privilege and option to make additional land subject to this Declaration for a term of twenty (20) years from the date hereof, which period shall automatically be extended for successive periods of ten (10) years by filing a Supplemental Declaration in the Real Property Records of Real County, Texas. Each Supplemental Declaration shall contain a legal description of the property to which such Supplemental

Declaration is to apply and shall contain the written consent of the owner of the additional land (if other than Declarant), and may limit or expand the covenants, conditions, easements, restrictions and development standards contained in the Supplemental Declaration to which such additional property shall be subject. Similarly, Declarant may modify or change the definitions and other provisions contained within this Declaration to reflect the addition of the additional land. Unless the document that accompanies the inclusion of additional land so specifically states, all future owners of the additional land shall have the right to utilize the Property in the same manner as any present Owner, including, but not by way of limitation, any roads in or adjacent to the Property.

31. The covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (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 ten (10) years. Neither any amendment nor any termination shall be effective until recorded in the real property records of Real County, Texas, and all governmental approvals, if any, with regard to such amendment or termination have been obtained.
32. Because certain improvements exist on Lot 11 as of the date of this Declaration, the covenants, conditions, easements and restrictions set forth herein do not apply to the improvements on Lot 11 that exist on the date hereof; provided, however, that all of the covenants, conditions, easements and restrictions set forth in this Declaration will otherwise apply to Lot 11 and to any improvements constructed on Lot 11 after the date hereof.

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

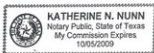
Executed effective as of the date first set forth above.

  
Bobby Fortner

  
Bobby Fortner, as Attorney-in-Fact for  
Anna Jo Fortner

STATE OF TEXAS  
COUNTY OF REAL

This instrument was acknowledged before me on October 5, 2006, by Bobby Fortner.



Katherine N. Nunn  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF REAL

This instrument was acknowledged before me on October 5, 2006, by Bobby Fortner, as attorney-in-fact on behalf of Anna Jo Fortner.



Katherine N. Nunn  
Notary Public, State of Texas

**Exhibit "A" Property Description**

Hay & Associates Surveying Co.  
GPS & Conventional  
271 CR 448  
Hondo, Texas 78861  
(830) 426-8553

STATE OF TEXAS  
COUNTY OF REAL

Field Notes of 150.46 acres being all of a 50.14 acre tract, Volume 91, Page 477 Real Property Records of Real County, Texas and a 100.363 acre tract, Tract 1, Volume 56, Page 552 Real Property Records of Real County, Texas, consisting of 25.93 acres out of the NE 1/4 of Survey 2, T. W. N.G. RR. Co. Block 12, Abstract 88, 24.02 acres out of the SE 1/4 of Survey 2, T. W. N.G. RR. Co. Block 12, Abstract 839, 72.78 acres out of the SW 1/4 of Survey 2, T. W. N.G. RR. Co. Block 12, Abstract 858, and 27.75 acres out of the NW 1/4 of Survey 2, T. W. N.G. RR. Co. Block 12, Abstract 144, Real County, Texas.

BEGINNING a 5/8" iron pin found in the north line of Ranch Road 337, the west line of the John Buchanan Road, for the southwest corner of a 291.06 acre tract, Volume 12, Page 317 Real Property Records of Real County, Texas, the southeast corner of the 100.363 acre tract, and the southeast corner of the subject tract, a 5/8" iron pin found for the northeast corner of a 3.40 acre tract this day surveyed bears S 2° 14' 14" W 100.21 feet.

THENCE with the north line of Ranch Road 337 and the south line of the 100.363 acre tract:

With a curve to the right, having a radius of 2814.79 feet, a central angle of 4° 01' 02", and a chord of 197.32 feet bearing N 81° 45' 25" W to a 5/8" found iron pin;

N 79° 21' 19" W 405.65 feet to a 5/8" found iron pin;

With a curve to the left, having a radius of 2914.79 feet, an arc of 421.77 feet, a central angle of 8° 17' 28", and a chord bearing N 83° 25' 05" W 421.40 feet to a 5/8" found iron pin;

N 67° 06' 59" W 186.55 feet to a 5/8" iron pin set for the southeast corner of a 92.496 acre tract, Volume 16, Page 124 Real Property Records of Real County, Texas, the southwest corner of the 100.363 acre tract, and the southwest corner of the subject tract, a 2 3/8" pipe post found for the northwest corner of the 3.40 acre tract this day surveyed bears S 0° 08' 12" E 100.45 feet.

THENCE N 0° 08' 12" W, generally with the fence, at 1018.02 feet pass 1.72 feet right of a 2 3/8" pipe post, leaving the fence, at 2780.43 feet pass 0.85 feet left of a 5/8" found iron pin, at 2995.14 feet pass 13.11 feet right of a 2 3/8" pipe post, continuing a total of 3195.61 feet to a 5/8" iron pin found by a 2 3/8" pipe post in the south line of a 101.598 acre tract, Volume 16, Page 124 Real Property Records of Real County, Texas, for the northeast corner of the 94.496 acre tract, the northwest corner of the 100.363 acre tract, and the lower northwest corner of the subject tract.

THENCE N 89° 48' 01" E, generally with the fence, at 551.12 feet pass 1.12 feet right of a 5/8" found iron pin, continuing a total of 1351.23 feet to a 5/8" iron pin set in the west line of a 50.14 acre tract, for the southeast corner of the 101.598 acre tract, and the northeast corner of the 100.363 acre tract.

THENCE N 0° 14' 58" W, generally with the fence, 650.82 feet to a 5/8" iron pin found by a 2 3/8" pipe post, in the west line of the John Buchanan Road, the east line of the 101.598 acre tract, the west line of the 291.06 acre tract, for the northwest corner of the 50.14 acre tract, and the upper northwest corner of the subject tract.

THENCE S 74° 56' 40" E 30.83 feet to a 1/2" iron pin found in the centerline of the John Buchanan Road and the west line of the remainder of the 291.06 acre tract.

THENCE with the centerline of the John Buchanan Road and the west line of the remainder of the 291.06 acre tract:

S 53° 31' 00" E 855.93 feet to a 1/2" found iron pin; S 26° 49' 43" E 694.64 feet to an angle point;

S 4° 07' 51" W 101.18 feet to an angle point; S 0° 27' 51" W 816.78 feet to a 1/2" found iron pin;

S 23° 36' 51" W 188.14 feet to an angle point; S 38° 34' 51" W 544.49 feet to an angle point;

S 65° 54' 51" W 572.87 feet to an angle point; S 36° 07' 51" W 76.78 feet to an angle point;

S 1° 59' 51" W 76.40 feet to an angle point;

THENCE S 82° 29' 51" W, leaving the centerline of the John Buchanan Road, 29.70 feet to a 5/8" iron pin set in the west line of the John Buchanan Road, the east line of the 100.363 acre tract, the west line of the 291.06 acre tract, and for the southwest corner of the 50.14 acre tract.

THENCE S 2° 03' 51" W 1039.51 feet to the POINT OF BEGINNING. Surveyed on the ground June 28, 2006 and July 5, 2006 for Bobby and Anna Fortner.

Bearings shown herein are geodetic from GPS observations.

I hereby certify that the foregoing field note description was prepared from an actual survey performed on the ground by me and to the best of my knowledge and belief it is true and correct.

This 20<sup>th</sup> day of July, 2006.

Timothy G. Hay, R.P.  
271 CR 448  
Hondo, Texas 78861  
(830) 426-8553  
Job: 6059-150



STATE OF TEXAS )(

)( 52,285

COUNTY OF REAL)(

I, Bella A. Rubio, County Clerk of Real County, Texas, do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 5<sup>TH</sup> DAY OF OCTOBER, 2006 with its certificate of authentication was filed for record in my office the 6<sup>TH</sup> DAY of OCTOBER, 2006 at 11:07 o'clock A.M., and duly recorded the 27<sup>TH</sup> day of OCTOBER 2006 at 8:00 O clock. In the REAL PROPERTY RECORDS of said county in Volume 109 Pages 706-718

WITNESS MY HAND AND SEAL of office at Leakey, Real County, Texas the day and year last above written.



BY: DAnn Green  
DEPUTY

BELLA A. RUBIO  
County Clerk,  
Real County, Texas

Provisions contained in any document which restricts the sale, rental or uses of the Real Property described therein because of race or color are invalid and unenforceable under Federal Law.