

166637

DECLARATION OF RESTRICTIONS, EASEMENTS AND LIMITATIONS
FOR

COUNTRY OAKS ESTATES

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

H & W Joint Venture, comprised of John Howard and Thomas C. Wooten, hereinafter called "DECLARANT," being the owners of all of the surface estate of the following described real property lying and being situated in the County of Medina, State of Texas, and being more particularly described as follows, to-wit:

182.160 acres of land situated about 10 miles North 16 degrees East of Hondo in Medina County, Texas, being 154.328 acres out of the West part of Survey No. 48, Abstract No. 1782, V.C. Hardt, original Grantee, and 27.832 acres out of Survey No. 181, Abstract No. 1097, T.W.N.G. RR. Co., original Grantee, being all of that certain 185.3 acres of land, more or less, described in a Deed to Larry Ludwig Schweers from Harry James Schweers, dated December 30, 1993, as recorded in Volume 211 on Page 846 of the Official Public Records of Medina County, Texas. Said 182.160 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, (the "Property").

for the purpose of carrying out a uniform plan for the development, do hereby make, declare, adopt and impose upon the above described real property, the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any tract in said Property is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure the above-described property or any portion thereof, to the benefit of the Property, each tract and each Owner, their heirs, executors, administrators, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1.1 "Owner" shall mean and refer to one or more persons who have been conveyed an Interest in the Property, whether by deed, contract for deed, lease or license, and their

transferees. The term "Owner" shall not include those having an Interest mainly for purposes of securing performance of an obligation, provided that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner. Where record title is vested in the Texas Veterans Land Board subject to a contract for deed by and between the Texas Veterans Land Board and a "veteran purchaser", the veteran purchaser shall be deemed the Owner.

Section 1.2 "Declarant" shall mean and refer to H & W Joint Venture, consisting of JOHN HOWARD and THOMAS C. WOOTEN, their successors, and/or assigns.

Section 1.3 "Person" shall mean an individual, corporation, Partnership, association, trust or other legal entity or any combination thereof.

Section 1.4 "Tract" shall mean a portion of the Property which has been partitioned from the original Property and conveyed to a third party by the Declarant.

Section 1.4 "Interest" shall mean and refer to that right of exclusive use of any tract in the Property, whether such interest be obtained by virtue of deed, contract for deed, lease, license or other similar conveyance.

ARTICLE II

EASEMENTS

Section 2.1 Easements By this instrument, Declarant grants, conveys and impresses upon the Property, for the benefit of the Declarant, his heirs, successors and assigns and for the benefit of those Owner(s), as defined in Article I, Section 1.1 of this instrument, whose Tract is adjacent to the easement, a non-exclusive easement and right-of-way over and across the lands described as follows:

A 60-Foot Road Easement, being situated about 10 miles N. 16 deg. E of Hondo in Medina County, Texas, being out of Survey No. 48, Abstract No. 1782, W. C. Hardt, original Grantee, and being out of a 182.160 acre tract conveyed from Larry L. Schweers to H & W. Joint Venture by deed dated April 22, 2005, recorded in Volume 576, Page 1125 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

This instrument grants an easement appurtenant which shall run with the land for the benefit of the Owners, their heirs, successors and assigns only of those tracts that are adjacent to the easement and this easement shall be perpetual. Declarant and Declarant's heirs, personal representatives, successors and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to any and every person claiming or to claim all or any part of the interest in the Property.

The easement, rights and privileges granted by this conveyance are non-exclusive, and Declarant reserves and retains the right to convey similar rights and easements to such other persons as Declarant may deem proper.

Section 2.2 Maintenance of Roads The ingress and egress easement providing access to each tract is a private road which is owned by the Declarant and the Owners of the respective tracts. The Owners of the appurtenant Tracts which are benefitted by the easement shall be responsible for maintenance of the easement.

Section 2.3 Utility Easements It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all tracts and in the roads or easements of the Property and ten feet (10') along the outer boundaries of all roads where Property lines or individual tracts are deeded to the center of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each tract and all improvements within it shall be maintained by the owner of the lot, except for the facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables not within said easement so long as such items do not prevent the construction of buildings on any of the tracts of the Property.

ARTICLE III RESTRICTIONS

Section 3.1 Prohibition Against Subdivision No Tract may be subdivided for the purpose of sale without the express consent of the Declarant. An Owner may encumber less than the entirety of a Tract when mandated by a Mortgage Lender to obtain a loan and a subsequent foreclosure of such portion of a Tract shall not be a violation of these restrictions.

Section 3.2 Prohibition Against Thru Easement No easement may be granted over or across any Tract for the purpose of ingress and egress to property adjacent to the Property, without the express consent of the Declarant.

Section 3.3 Setback Requirements. A greenbelt of one hundred feet (100') in width shall be maintained along the road frontage. No building, camp trailer, motor home, mobile home or

structure of any nature shall be located on any tract closer than one hundred feet (100') to the front property line, nor closer than fifty feet (50') to any side or back property line, unless prior written approval of the Declarant is given.

Section 3.4 Storage of Trash and Weeds. No Tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage, or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind tract improvements so they are not visible from the road.

Section 3.5 Unused Vehicles. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any tract in the Property. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any tract in the Property for more than six weeks.

Section 3.6 Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, or a public nuisance or health hazard.

Section 3.7 Mail Boxes. All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster.

Section 3.8 Cleaning Tracts. After thirty (30) days notice to the Owner thereof, the Declarant shall have the right to clean and clear tracts of unsightly trash and refuse, such cleaning and clearing to be at the expense of the particular tract owner and for which a lien in favor of the Declarant may be placed upon the property, including interest, costs, and attorney's fees. Such lien shall be treated by the Declarant in the same manner as an assessment against such tract.

Section 3.9 Enforcement of Conditions and Restrictions. Any person owning an Interest in the Property, including a mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, to recover damages, or to obtain other relief for such violation. This right of enforcement shall coexist with the right of the Declarant to enforce these restrictions. All expenses, including reasonable attorney's fees, shall be recovered from anyone violating these restrictions by the party bringing suit. Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.10 Mobile Homes. No mobile home or manufactured

home shall be permitted to be placed on any tract in the Property without the express written approval of the Declarant.

Section 3.11 Land Use and Building Type. All Tracts in this development shall be used for single family residence purposes and/or agricultural purposes only, to wit:

(a) A Tract shall be deemed to be a Tract on which may be located only one residential dwelling unit designed for one family use with the usual, necessary, or desired outbuilding in connection therewith designed to be used in connection with the enjoyment of the single family dwelling. Guest quarters, maid or servants quarters that are detached from the main residential structure are permitted so long as such use is for one of the aforesaid purposes and when such guest quarters are constructed in conjunction with or after construction of the primary residential dwelling.

(b) No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, trailer, tent, shack, garage, barn or other outbuilding erected on this land shall ever be used as a residence, temporarily or permanently, nor is any structure of a temporary character to be used as a residence.

(c) No residence shall be erected on any Tract or Tracts wherein the area of the main structure, exclusive of one-story open porches and garages, shall be less than 1,400 square feet living area for a one-story dwelling, EXCEPT that dwellings of more than one story shall not have less than 1,000 square feet living area on the ground floor and a minimum of 400 square feet of living area in any upper story(ies). The minimum square feet of living area shall be exclusive of open porches, breeze ways, garages or carports. No dwelling shall exceed three stories in height or have a private garage and/or carport for more than six cars.

(d) All buildings or structures erected in this Property shall be placed upon concrete or enclosed pier and beam foundations. No finished exterior walls of any building or structure in this subdivision shall be less than 50 percent masonry construction, without the consent of Declarant. Masonry construction shall include materials such as brick, rock, stucco or concrete impregnated material.

(e) Garages and carports may be attached or detached separate and apart from the main residence. The finished exterior walls of all residential structures, guest quarters, maid or servant's quarters, garages and carports shall not be less than 50 percent masonry construction.

(f) Any building, barn, storage building or similar structure constructed of metal, tin or wood shall be erected or placed so as to be not readily visible from the public or easement road.

(g) Once construction of a structure is commenced, construction must be continuously prosecuted to completion within a reasonable time.

Section 3.12 Trade or Commercial Activity. No trade, business or commercial activities shall be conducted on any Tract or Tracts, which may be or become an annoyance or nuisance to the neighborhood.

Section 3.13 Other Activity. No lodge, hall, meeting place, church, school, club building, or other building used as such, shall be located on any tract in this subdivision.

Section 3.14 Signs. No sign of any kind shall be displayed to the public view on any residential Tract, except professional signs of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent and signs used by builder to advertise the property for sale during the construction period.

Section 3.15 Animals. No hogs shall be raised, bred, or kept on any Tract for any commercial purposes, however, the following limited possession of animals is permitted:

(a) Dogs, cats or other household pets, horses, cattle, sheep and goats or other exotic animals or fowl are permitted provided that the property is properly fenced to prevent them from running at large within the development and they are not offensive to other Owners. No such animals shall be allowed to run loose, roam free at large, unattended or unsupervised or otherwise unleashed at any time. Not more than one horse per five acres may be kept,

(b) For the limited purpose of raising livestock, including hogs, for a stock show project or a project in conjunction with school related activities such as 4-H or FFA, two animals per student may be raised and kept for a limited period of time not to exceed one year in duration.

Section 3.16 Fencing. Any fencing of a tract shall be constructed in a professional and attractive manner. Painted wood, painted pipe or other metal, natural split rail fence or other decorative fencing, barbed wire, net wire or other galvanized fencing may be used, but same must be maintained in an attractive and sound condition.

ARTICLE V

GENERAL PROVISIONS

Section 4.1 Water. Water shall be provided by separate wells on each tract. Each property owner shall have the right, unless otherwise restricted by the State of Texas or Medina County, to drill, complete and equip a domestic water well on his or her property for the express purpose of providing water for domestic

purposes, growing and maintaining said property's garden, lawn, trees and shrubs.

Section 4.2 Sewage Disposal. Individual sewage disposal systems shall be required on each Tract, and the disposition of sewage from dwellings located on such Tracts shall be in accordance with the rules and regulations established by the State of Texas, County of Medina, and the Edwards Underground Water District.

Section 4.3 Duration of Restrictions. The covenants, conditions, restrictions, and limitations herein published and impressed on all tracts in the Property shall be binding on all Owners for a period of twenty-five (25) years from and after the date hereof and shall be automatically extended for an additional period of fifteen (15) years unless specifically terminated by vote as hereinafter provided. At any time within six (6) months before the expiration of the first twenty-five (25) year period, any five (5) property owners in the Property may call an election to be held in the Property for the purpose of terminating this Declaration. At such meeting, the vote to terminate must receive a vote of seventy-five percent (75%) of the owners of all tracts in the Property. If such meeting is not called, then this Declaration, and all covenants, conditions, restrictions, and limitations herein contained, shall be automatically extended for an additional period of fifteen (15) years.

Section 4.4 Invalidation. The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4.5 Conditions. The Property and the easements, restrictions, covenants, and conditions contained herein are subject to all other easements, encumbrances, and restrictive covenants which may affect the Property and which may be apparent from a visual inspection of the Property.

Section 4.6 Amendment. The Declarant shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration, so long as Declarant owns an interest in at least one tract in the Property. Thereafter, the Owners shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration upon written approval of any amendment by at least sixty percent (60%) of the Owners.

Section 4.7 Rights of Declarant. Notwithstanding any other provisions of this Declaration, the Declarant or its successor in title shall have the following rights with respect to any unsold tract in the Property:

- a. To locate a sales office thereon,
- b. To surround such tract with a fence,
- c. To place signs of good quality and reasonable size thereon,

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 27 day of May, 2005.

H & W Joint Venture

By:

John Howard
John Howard

By:

Thomas C. Wooten
Thomas C. Wooten

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 27 day of May, 2005, by John Howard.

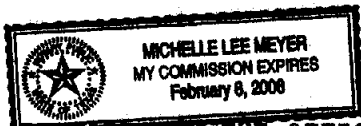


Michelle Lee Meyer
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 27 day of May, 2005, by Thomas C. Wooten.



Michelle Lee Meyer
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Thomas J. Rothe
Attorney at Law
1510 Avenue M, Suite 101
Hondo, Texas 78861

000581
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THE STATE OF TEXAS
COUNTY OF MEDINA

PREPARED FOR: Larry L. Schweers

FIELD NOTES TO DESCRIBE

A survey of 182.160 acres of land situated about 10 miles N 16° E of Hondo in Medina County, Texas, being 154.328 acres out of the West part of Survey No. 48, Abstract No. 1782, V. C. Hardt, original Grantee, and 27.832 acres out of Survey No. 181, Abstract No. 1097, T. W. N. G. RR. Co., original Grantee, being all of that certain 185.3 acres of land, more or less, described in a Deed to Larry Ludwig Schweers from Harry James Schweers, dated December 30, 1993, as recorded in Volume 211 on Page 846 of the Official Public Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 6" diameter cedar corner post in concrete on the recognized North line of Survey No. 47, Abstract No. 1274, G. C. & S. F. RR. Co., original Grantee, for the recognized Southeast corner of the West part of said Survey No. 48, the recognized Southwest corner of the Northeast part of Survey No. 48, Abstract No. 1873, Fritz Stiegler, original Grantee, the Northeast corner of that certain 71.65 acre tract of land described in a Deed to Gary Smith, Geoffrey Smith, and Glen Smith, III from Pearl Alma Lehmberg, dated October 29, 1985, as recorded in Volume 21 on Page 634, Volume 21, Page 637, and in Volume 21, Page 643 of the aforementioned Official Public Records, and the Southeast corner of this survey;

THENCE: Along fence, the recognized North line of said Survey No. 47, the recognized South line of the West part of said Survey No. 48, and the North line of said 71.65 acre tract of land, S 89-46-31 W 1459.94 feet to a 5/8" iron pin found 1 foot South of a steel "T" post in concrete for the Northwest corner of said 71.65 acre tract of land, the Northeast corner of that certain 74.99 acre tract of land described in a Deed to Wilbur Lehmberg from Pearl Alma Lehmberg, dated October 29, 1985, as recorded in Volume 21 on Page 646 of the said Official Public Records, and an angle point of this survey;

THENCE: Along fence, the recognized North line of said Survey No. 47, the recognized South line of the West part of said Survey No. 48, and the North line of said 74.99 acre tract of land, N 89-19-05 W 1565.66 feet to a steel "T" post in concrete for the Northwest corner of said 74.99 acre tract of land, the Northeast corner of that certain 75.36 acre tract of land described in a Deed to Whitney Gayle Lehmberg and David Wesley Lehmberg, dated October 29, 1985, as recorded in Volume 21 on Page 628 and in Volume 21 on Page 631 of the said Official Public Records, and an angle point of this survey;

THENCE: Along fence and the North line of said 75.36 acre tract of land, the following courses:

N 83-51-51 W 152.76 feet to a 6" diameter cedar post for an angle point;

N 89-43-46 W 72.83 feet to a 4" diameter cedar post for an angle point;

N 89-36-03 W 710.56 feet to a 4" diameter cedar post for an angle point;

N 89-17-12 W 1008.96 feet to a 6" diameter cedar corner post for an angle point; and

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N 51-28-44 W at 168.30 feet pass a 4" diameter cedar corner post for the Northwest corner of said 75.36 acre tract of land and the lower Northeast corner of that certain 35.000 acre tract of land described as Tract 1 in a Deed to Clint M. Modgling, et ux from Steven C. Barger, et ux, dated March 10, 2004, as recorded in Volume 526 on Page 84 of the said Official Public Records, continuing along fence and the Northeast line of said 35.000 acre tract of land a total distance of 314.57 feet to a 6" diameter cedar corner post for the Southeast corner of that certain 214.069 acre tract of land described as Tract I in a Deed to Tyson Fitzpatrick, et ux, from Melissa Ann Jouett, et vir, dated September 23, 2004, as recorded in Volume 551 on Page 713 of the said Official Public Records, and the Southwest corner of this survey;

THENCE: Along fence and the Southeast and East line of said 214.069 acre tract of land, N 23-21-38 E 472.34 feet to a 6" diameter cedar post for an angle point and N 24-43-52 W 295.85 feet to a 5/8" iron pin found 1.5 feet Northwest of an 8" diameter creosote corner post on the recognized Northwest line of the West part of said Survey No. 48, the recognized Southeast line of the South part of Survey No. 186, Abstract No. 1910, A. B. Brucks, original Grantee, and the Southeast line of that certain 116 acre tract of land described in a Deed to James Oliver Cagle from Alice Schweers Cagle, et al, dated November 28, 1981, as recorded in Volume 310 on Page 886 of the Deed Records of Medina County, Texas, for an exterior corner of said 214.069 acre tract of land and the Northwest corner of this survey;

THENCE: Along fence, the recognized Northwest line of the West part of said Survey No. 48, the recognized Southeast line of the South part of said Survey No. 186, and the Southeast line of said 116 acre tract of land, N 65-20-21 E 1253.85 feet to a 5/8" iron pin set by a 4" diameter cedar post for an angle point, N 65-18-23 E 1746.81 feet to a 5/8" iron pin set by a 4" diameter cedar post for an angle point, and N 65-13-58 E 719.00 feet to a 2" diameter pipe corner post on the Southwest line of said Old Hondo-Bandera Road (CR 251) for the recognized North corner of the West part of said Survey No. 48, the recognized East corner of the South part of said Survey No. 186, the recognized lower West corner of the Northeast part of said Survey No. 48, the East corner of said 116 acre tract of land and the North corner of this survey;

THENCE: Along fence, the Southwest line of the Old Hondo-Bandera Road (CR 251), the recognized Northeast line of the West part of said Survey No. 48, and the recognized Southwest line of the Northeast part of said Survey No. 48, S 36-04-06 E 1115.56 feet to a 5/8" iron pin set for an angle point and S 34-55-59 E 1948.92 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 28th day of March, 2005.

EXHIBIT "A"
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Larry L. Schweers (182.160 Acres) – Page 3

Charles W. Rothe

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

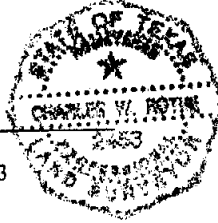


EXHIBIT "A"
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STATE OF TEXAS
COUNTY OF MEDINA

PREPARED FOR: H & W Joint
Ventures

FIELD NOTES TO DESCRIBE

A 60-Foot Road Easement (5.08 Acres) being situated about 10.0 miles N 16° E of Hondo in Medina County, Texas, being out of Survey No. 48, Abstract No. 1782, V. C. Hardt, original grantee, and being out of a 182.160 Acre Tract conveyed from Larry L. Schweers to H & W Joint Ventures by deed dated April 22, 2005 and recorded in Volume 576, Page 1125 of the Official Public Records of Medina County, Texas, and being more particularly described as follows:

BEGINNING: At a 2-inch pipe post in the Southwest line of Old Hondo-Bandera Road (County Road 251) for the Northeast corner of said 182.160 Acre Tract and of a 26.96 Acre Tract (Tract 9 this day surveyed) and of this Easement;

THENCE: S 36° 04' 06" E 61.19 feet with fence and the East line of said 182.160 Acre Tract to a 5/8" iron pin set for the upper Southeast corner of Tract 9 and the Southeast corner of this Easement;

THENCE: S 65° 18' 12" W 3731.65 feet across said 182.160 Acre Tract and Tract 9 and a 25.03 Acre Tract (Tract 10 this day surveyed) and a 25.05 Acre Tract (Tract 11 this day surveyed) and a 25.05 Acre Tract (Tract 12 this day surveyed) to a point in the Southwest line of said 182.160 Acre Tract and Tract 12 for the South corner of this Easement;

THENCE: N 24° 43' 52" W 60.00 feet with fence and the Southwest line of said 182.160 Acre Tract to a 5/8" iron pin found for the Northwest corner of said 182.160 Acre Tract and of Tract 12 and of this Easement;

THENCE: With fence and the North line of said 182.160 Acre Tract and of Tract 12, 11, 10 and 9 as follows:

N 65° 20' 21" E 1253.85 feet to a 5/8" iron pin found for an angle point;

N 65° 18' 23" E 1746.81 feet to a 5/8" iron pin found for an angle point;

N 65° 14' 03" E 718.96 feet to the POINT OF BEGINNING.

Bearings shown herein are geodetic from GPS observations.

ANY PROVISION HERE WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS
COUNTY OF MEDINA
hereby certify that the Instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me and was duly
RECORDED in the Official Public Records of Medina County, Texas
on

MAY 31 2005



Elva Miranda
COUNTY CLERK
MEDINA COUNTY, TEXAS

FILED IN MY OFFICE
ELVA MIRANDA

MAY 31 '05 AM -11 05

COUNTY COURT, MEDINA CO.

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 23rd day of May, 2005.

John Howard, R.P.S. No. 4611
402 State Highway 173 S
Hondo, Texas 78861
(830) 426-4776

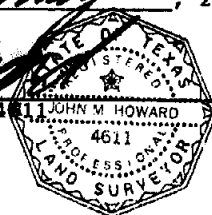


EXHIBIT "B"

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