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DEED  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CYPRESS CREST SUBDIVISION

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That whereas, CLARENCE S. KUCERA and wife, MILADY A. KUCERA, hereinafter called the "Declarant", is the owner of all that certain real property located in Brazoria County, Texas, described as follows:

The surface only of Cypress Crest Subdivision, an unrecorded subdivision of a 97.7175 acre tract of land in the S. F. Austin 7-1/3 League, Abstract 20, Brazoria County, Texas, being a part of that certain call 151 acre tract, Lot 12, Division 1, same being a part of the Andrew McFarland, Sr. land being of record in Volume 229, Page 276 of the Deed Records of Brazoria County, Texas; said 97.7175 acre tract being more particularly described by metes and bounds on Property Exhibit attached hereto and made a part hereof.

WHEREAS, the Declarant will convey the above described property subject to certain protective covenants, conditions, easements and restrictions as hereinafter set forth; NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

ARCHITECTURAL CONTROL

1.01. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which Committee shall serve at the pleasure of the Declarant. The initial Committee will consist of Ann Crocker, Clarence Kucera and Milady Kucera, and the address for said Committee will be Route 2, Box 570, Rosharon, Texas 77583.

1.02. No building, wall, or other structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures, topography and finished grade elevation.

1.03. After the Declarant, its successors or assigns, have conveyed all lots in the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee, or to withdraw from it or restore to it any of its powers and duties. In the event the

Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and full compliance with this Article shall be deemed to have been had.

## ARTICLE TWO

### EXTERIOR MAINTENANCE

The owner of each lot shall keep all grass, weeds and brush cut so that the property will have a neat and attractive appearance. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, building materials, unused automobiles, or any other unsightly waste or material. "Unused automobile" is defined herein as any motor vehicle not displaying current registration tags and current safety inspection sticker. All rubbish, trash, garbage, or other waste from any tract shall be kept only in a sanitary container or incinerator or other equipment for the storage or disposal of such rubbish, trash, garbage or other waste. Such sanitary containers shall not exceed 55 gallons in size.

2.02. In the event the owner of any lot shall fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right through its agents and employees to enter upon said lot and to repair, maintain and restore the lot and exterior of the buildings and other improvements erected thereon and to cut any grass, weeds and brush, all at the expense of the owner of said lot.

## ARTICLE THREE

### USE RESTRICTIONS

3.01. No lot shall ever be used for any purpose other than single family residences. All residences shall be of new construction. No residence may be moved onto any lot. This restriction shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, and hotels, and to exclude all commercial, business, industrial, and professional uses, whether from homes, residences, or otherwise, and the above described uses are hereby expressly prohibited.

3.02. No building shall be erected, altered, placed, or permitted to remain on any lot other than:

A. One detached single family residence not to exceed two stories in height, together with a private garage or carport;

B. Tool sheds or workshops for the personal use of owner and his immediate family;

3.03. Any single story residence constructed on said lots must have a ground floor area of not less than 1200 square feet; and any two story, or more, residence must have not less than 900 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Any residence built on stilts must have a first floor elevation at least 8 feet above the natural ground elevation of the lot, and the elevated first floor must have an area of not less than 1200 square feet exclusive of open or screened porches, terraces, patios, driveways, carports and garages; and

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any residence other than a single story residence must have not less than 900 square feet of ground floor living area. The exterior walls of any residence shall consist of new lumber or brick, stone or masonry construction, not to be construed as including unpainted concrete block or common clay tile.

The minimum top slab elevation for any residence shall be 12 inches above the natural ground elevation of the lot, or the minimum slab elevation required for a building permit issued by the Brazoria County Engineer's Office, in compliance with the Federal Flood Insurance regulations, whichever elevation is higher.

3.04. No building of any kind shall be located on any lot except in accordance with the following building line restrictions:

(1) No building shall be located nearer than 50 feet from the road right-of-way line on which the lot adjoins, and on corner lots this restriction shall apply to all sides of the property that adjoins a road right-of-way.

(2) No building shall be located on any lot nearer than 25 feet to any side lot line or nearer than 25 feet to any rear lot line.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 3.05, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

3.05. None of said lots shall be resubdivided in any fashion that would result in a building site of less than 2.0 acres. Any person owning two or more adjoining lots may subdivide or consolidate such lots into building sites with the privilege of constructing improvements as permitted in Paragraphs 3.03 and 3.04 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having less than 2.0 acres.

3.06. No open or pit-type toilet shall ever be constructed upon the above described property, and all water wells, septic tanks and underground septic sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction over such matters, whether same be City, County, State or other governmental authority. No septic drain field shall be constructed that will allow the discharge or drainage in any manner into adjoining lots, roads, streets, ditches or drainage easements existing now or in the future.

3.07. Easements for the installation and maintenance of road, utilities and drainage facilities are reserved in the deed, or, conveyed by grant or dedication. Neither the developer, nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to 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 within any such easement. The right of use for ingress and

egress shall be had at all times over any easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

3.08. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.09. No spirituous or vinous liquor of any sort capable of producing intoxication shall be sold on any lot.

3.10. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

3.11. Before construction is begun on any lot, a driveway must be constructed from the road to the property in order that trucks or other vehicles will not rut or damage the ditch parallel to the road in front of said lot. No driveway may be constructed across the road ditch along any lot unless a sufficient opening is left under such driveway to permit proper drainage. The drain tile must be installed in such a manner that the inside bottom of the tile conforms with the grade of the bottom of the ditch, and is of the size and type recommended by the particular governmental authority having jurisdiction over such matters.

3.12. No trailer, travel trailer, mobile home, motor home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

3.13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows:

A. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and provided the same do not become an annoyance or nuisance to the neighborhood.

B. One (1) horse or one (1) cow for each one (1) acre owned may be kept, provided the same do not become an annoyance or nuisance to the neighborhood.

C. Other livestock, but excluding poultry, hogs or swine, may be kept, provided they are being raised pursuant to and as a part of 4-H or FFA youth projects and are not otherwise being kept for commercial purposes, and provided they do not become an annoyance or nuisance to the neighborhood.

3.14. No dirt, stone, gravel, or other minerals shall be removed from any lot for any purpose except in connection with construction or drainage work or with prior written approval from the Architectural Control Committee.

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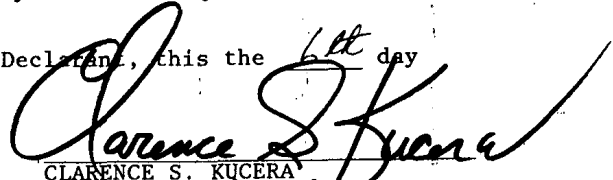

ARTICLE FOUR  
GENERAL PROVISIONS

4.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

4.03. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument voted on and signed by not less than the owners of ninety per cent (90%) of the lots, such vote to be on the basis of one vote per lot according to the lots as originally subdivided. During any succeeding ten (10) year period, the covenants, conditions and restrictions of this declaration may be amended by an instrument signed by not less than the owners of seventy-five per cent (75%) of the lots, such vote to be on the basis of one vote per lot according to the lots as originally subdivided. No amendment shall be effective until recorded in the Deed Records of Brazoria County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this the 6th day of November, 1981.

  
CLARENCE S. KUCERA  
  
MILADY A. KUCERA

DECLARANT

THE STATE OF TEXAS       )  
COUNTY OF BRAZORIA       )

BEFORE ME, the undersigned authority, on this day personally appeared Clarence S. Kucera and wife, Milady A. Kucera, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they

executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of November, 1981.

Debbie Jones  
Notary Public in and for  
Brazoria County, Texas.  
Debbie Jones  
11-18-85



JOINDER OF LIENHOLDER

THE STATE OF TEXAS       )  
COUNTY OF BRAZORIA     )

The undersigned, HATTIE VEIGH McELHANNON, Individually and Independent Executrix of the Estate of Maifair Griffin McFarland, Deceased, being the holder of an existing deed of trust lien upon and against the real property described in the foregoing Declaration of Covenants, Conditions and Restrictions, as such lienholder does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions.

This consent and joinder shall not be construed or operate as a release of said lien owned or held by the undersigned, or any part thereof, but the undersigned agrees that its deed of trust lien shall hereafter be upon and against the said real property, subject to the Declaration of Covenants, Conditions and Restrictions hereby agreed to.

Hattie Veigh McElhannon  
HATTIE VEIGH McELHANNON, Individually  
and Independent Executrix of the  
Estate of Maifair Griffin McFarland,  
Deceased

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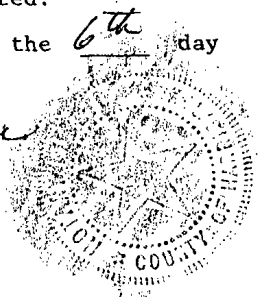
THE STATE OF TEXAS       )  
COUNTY OF BRAZORIA       )

BEFORE ME, the undersigned authority, on this day personally appeared Hattie Veigh McElhannon, Individually and Independent Executrix of the Estate of Maifair Griffin McFarland, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6<sup>th</sup> day of November, 1981.

*Florence Rubenstein*  
Notary Public in and for  
Brazoria County, Texas.

Florence Rubenstein  
Notary Public In And For the State of Texas  
My Commission Expires April 30, 1984



RATIFICATION

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual benefits to be obtained hereby, the undersigned do hereby ratify and confirm the Declaration of Covenants, Conditions and Restrictions to which this ratification is attached, and agree that the purchase of the lots as set forth by their name in Cypress Crest Subdivision, an unrecorded subdivision of a 97.7184 acre tract in S. F. Austin 7-1/3 League, Abstract 20, Brazoria County, Texas, being a part of that certain call 151 acre tract, Lot 12, Division 1, same being a part of the Andrew McFarland, Sr. land being of record in Volume 229, Page 276, Deed Records, Brazoria County, Texas, and being more particularly described by metes and bounds on Property Exhibit attached hereto and made a part hereof, is subject to this Declaration of Covenants, Conditions and Restrictions.

| <u>Signature</u>                                      | <u>Lot(s)</u> | <u>Executed this date:</u>       |
|---|---------------|----------------------------------|
| <u>D. F. Carter</u><br>D. F. Carter                   | 3 & 4         | <u>3-27-82</u>                   |
| <u>Gary Lynn Graham</u><br>Gary Lynn Graham           | 15, 16 & 17   | <u>4-4-82</u>                    |
| <u>Candy McMurrey Graham</u><br>Candy McMurrey Graham | 15, 16 & 17   | <u>4-4-82</u>                    |
| <u>Peter T. Keillor, III</u><br>Peter T. Keillor, III | 12            | <u>3-26-82</u>                   |
| <u>Brenda Ham Keillor</u><br>Brenda Ham Keillor       | 12            | <u>3-26-82</u>                   |
| <u>Walter Carl Bayliss</u><br>Walter Carl Bayliss     | 30            | <u>3/25/82</u><br><u>3-25-82</u> |
| <u>Jacqueline J. Bayliss</u><br>Jacqueline J. Bayliss | 30            |                                  |



DEED

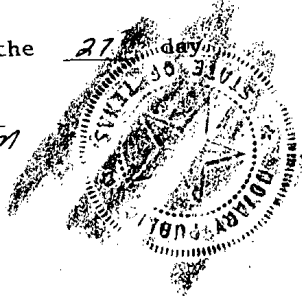
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THE STATE OF TEXAS )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared D. F. Carter, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of March, 1982.

*Sharon Kay Darlington*  
Notary Public in and for  
Brazoria County, Texas  
SHARON KAY DARLINGTON  
Notary Public for the State of Texas  
My Commission Expires 2/16/86.

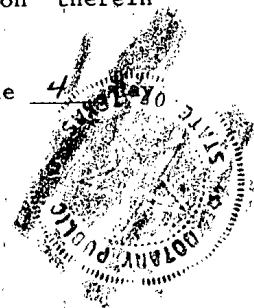


THE STATE OF TEXAS )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared Gary Lynn Graham and wife, Candy McMurrey Graham, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of April, 1982.

*Sharon Kay Darlington*  
Notary Public in and for  
Brazoria County, Texas  
SHARON KAY DARLINGTON  
Notary Public for the State of Texas  
My Commission Expires 2/16/86.



THE STATE OF TEXAS )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared Walter Carl Bayliss and wife, Jacqueline J. Bayliss, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of March, 1982.

*Sharon Kay Darlington*  
Notary Public in and for  
Brazoria County, Texas.  
SHARON KAY DARLINGTON  
Notary Public for the State of Texas  
My Commission Expires 2/16/86.



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THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared Peter T. Keillor, III and wife, Brenda Ham Keillor, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of March, 1982.

*Sharon Kay Darlington*  
Notary Public in and for  
Brazoria County, Texas.

SHARON KAY DARLINGTON  
Notary Public for the State of Texas  
My Commission Expires 2/16/86.



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CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033  
HOME: PHONE 232-2206

FIELD NOTES FOR A 97.7175 ACRE TRACT OF LAND IN THE S. F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 151 ACRE TRACT, LOT 12, DIVISION 1, SAME BEING A PART OF THE ANDREW MC FARLAND, SR. LAND BEING OF RECORD IN VOLUME 229, PAGE 276, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

COMMENCING at a point in the centerline of F.M. Highway 522 at the Southeast corner of that certain called 47 Acre Tract being of record, Mary McFarland Elam et al to Hattie Veigh McElhannon, recorded in Volume 812, Page 441, Deed Records, Brazoria County, Texas, same being the Southwest corner of what is called the Holly Roberts 50 Acre Tract being a part of the McFarland 1000 Acre Tract;

THENCE South 89 degrees 40 minutes 47 seconds West along the centerline of F.M. Highway 522, same being the South line of the aforementioned called 47 Acre Tract and the South line of the McFarland original 1000 Acre Tract, 1498.25 feet to a point on said line;

THENCE North 00 degrees 28 minutes 47 seconds East, 40 feet to an Iron Pipe set on the North right-of-way line of said F.M. Highway 522 for the Southeast corner and Place of Beginning of the herein described 97.7175 Acre Tract;

THENCE South 89 degrees 40 minutes 47 seconds West along the North right-of-way line of said F.M. Highway 522, 101.84 feet to a Concrete Monument found at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 21 degrees 29 minutes 13 seconds, a radius of 667.41 feet, a length of 250.29 feet, a tangent of 126.63 feet, and a chord bearing South 78 degrees 56 minutes 11 seconds West, 248.83 feet to an Iron Pipe set at the tangency of said curve;

THENCE North 89 degrees 55 minutes 39 seconds West along a line establishing the South line of the herein described tract, at 2296.37 feet pass an Iron Pipe set on the bank of the San Bernard River, and continuing for a total distance of 2396.37 feet to a point at water's edge of the San Bernard River for the Southwest corner of the herein described tract;

THENCE upstream with the meanders of the San Bernard River at water's edge, to-wit:

North 27 degrees 10 minutes 05 seconds West, 322.93 feet;  
North 24 degrees 57 minutes 02 seconds West, 159.71 feet;  
North 10 degrees 31 minutes 42 seconds West, 243.66 feet;  
North 19 degrees 36 minutes 48 seconds East, 169.27 feet;  
North 30 degrees 28 minutes 58 seconds East, 197.04 feet;  
North 71 degrees 13 minutes 00 seconds East, 106.05 feet;  
North 66 degrees 47 minutes 47 seconds East, 373.74 feet;  
North 71 degrees 35 minutes 08 seconds East, 209.87 feet;  
North 57 degrees 48 minutes 16 seconds East, 134.89 feet;  
North 57 degrees 03 minutes 32 seconds East, 163.10 feet;  
North 58 degrees 36 minutes 27 seconds East, 112.00 feet;  
North 42 degrees 39 minutes 56 seconds East, 326.60 feet; and,

(RECORDED AS PER ORIGINAL)

PROPERTY EXHIBIT

FIELD NOTES - 97.7175 Acre Tract (Cont'd.)

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North 30 degrees 44 minutes 38 seconds East, 206.60 feet to the point of intersection of the water's edge of the San Bernard River with the centerline of McFarland Slough;

THENCE up McFarland Slough with its centerline meanders, to-wit:

South 38 degrees 24 minutes 47 seconds East, 34.13 feet;  
South 05 degrees 28 minutes 35 seconds West, 107.26 feet;  
South 51 degrees 44 minutes 41 seconds East, 43.03 feet;  
North 62 degrees 33 minutes 43 seconds East, 50.04 feet;  
North 20 degrees 32 minutes 13 seconds East, 53.67 feet;  
North 04 degrees 46 minutes 15 seconds West, 69.15 feet;  
North 31 degrees 17 minutes 00 seconds East, 19.28 feet;  
North 81 degrees 13 minutes 23 seconds East, 56.28 feet;  
South 66 degrees 31 minutes 39 seconds East, 25.19 feet;  
South 16 degrees 25 minutes 49 seconds East, 25.81 feet;  
South 09 degrees 59 minutes 49 seconds West, 31.74 feet;  
South 17 degrees 59 minutes 37 seconds East, 18.10 feet;  
South 64 degrees 31 minutes 27 seconds East, 48.38 feet;  
North 79 degrees 32 minutes 17 seconds East, 42.44 feet;  
South 56 degrees 48 minutes 51 seconds East, 69.43 feet;  
North 80 degrees 09 minutes 55 seconds East, 40.66 feet;  
South 80 degrees 10 minutes 54 seconds East, 64.34 feet;  
North 89 degrees 47 minutes 21 seconds East, 25.07 feet;  
South 52 degrees 52 minutes 40 seconds East, 37.18 feet;  
South 62 degrees 14 minutes 31 seconds East, 29.83 feet;  
South 29 degrees 34 minutes 14 seconds East, 40.23 feet;  
North 89 degrees 26 minutes 44 seconds East, 58.62 feet;  
North 52 degrees 06 minutes 11 seconds East, 29.63 feet;  
North 05 degrees 25 minutes 31 seconds East, 33.47 feet;  
North 38 degrees 15 minutes 35 seconds East, 29.74 feet;  
North 70 degrees 02 minutes 41 seconds East, 44.34 feet;  
South 37 degrees 50 minutes 27 seconds East, 118.47 feet;  
South 69 degrees 00 minutes 17 seconds East, 24.24 feet;  
South 05 degrees 43 minutes 53 seconds West, 31.75 feet;  
South 40 degrees 52 minutes 17 seconds East, 31.70 feet;  
South 84 degrees 06 minutes 52 seconds East, 113.10 feet;  
South 17 degrees 41 minutes 37 seconds East, 79.05 feet;  
South 04 degrees 25 minutes 46 seconds West, 27.37 feet;  
South 40 degrees 09 minutes 24 seconds East, 120.10 feet;  
North 75 degrees 47 minutes 15 seconds East, 65.30 feet;  
South 79 degrees 11 minutes 51 seconds East, 86.03 feet;  
South 66 degrees 17 minutes 04 seconds East, 47.30 feet;  
North 75 degrees 15 minutes 41 seconds East, 50.34 feet; and,  
South 24 degrees 55 minutes 35 seconds East, 37.56 feet to a point in the centerline of said McFarland Slough for corner, said point being a common corner to the R. H. Edwards called 20 Acre Tract being of record in Volume 1178, Page 8, Deed Records, Brazoria County, Texas;

THENCE North 89 degrees 20 minutes 49 seconds East along the common line of the herein described tract and the adjoining R. H. Edwards called 20 Acre Tract, at 14.68 feet pass a 2

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FIELD NOTES - 97.7175 Acre Tract (Cont'd.)

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inch Iron Pipe found with a 14 inch Oak Tree marked X bearing North 31 degrees 24 minutes 14 seconds East 26.96 feet, a 20 inch Oak Tree marked X bearing North 45 degrees 37 minutes 55 seconds East 55.08 feet, and a 12 inch Oak Tree marked X bearing South 15 degrees 51 minutes 28 seconds East 10.46 feet, and continuing for a total distance of 267.57 feet to an Iron Pipe set for the Northeast corner of the herein described tract, same being the Northwest corner of the aforementioned called 47 Acre Tract being of record in Volume 812, Page 441, Deed Records, Brazoria County, Texas, said point being located South 89 degrees 20 minutes 49 seconds West 351.69 feet from a 1 inch square Iron Bar found on the North line of said called 47 Acre Tract and being at the Southeast corner of the R. H. Edwards called 20 Acre Tract being of record in Volume 1178, Page 8, Deed Records, Brazoria County, Texas;

THENCE South 00 degrees 28 minutes 47 seconds West along the common line of the herein described 97.7175 Acre Tract and the aforementioned adjoining called 47 Acre Tract, 1326.98 feet to the Place of BEGINNING and containing 97.7175 acres of land, more or less.

*Charlie Kalkomey*  
Charlie Kalkomey, RPS  
No. 1399  
July 14, 1980

FILED FOR RECORD  
AT 3:20 O'CLOCK P. M.

APR 7 1982  
H. R. STEVENS, JR.  
CLERK COUNTY COURT, BRAZORIA CO., TEXAS  
BY *[Signature]* DEPUTY

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

I, H. R. Stevens, Jr., Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the record noted and on the date and at the time designated herein by me.



*[Signature]*  
County Clerk of Brazoria Co., Texas