

138414

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on October 28th, 2002, at Medina County, Texas, by **WILLIAM E. BEDINGHAUS 2000 TRUST**, whose mailing address is 5528 Shadow Canyon Place, Westlake Village, Ventura County, California 91362.

Recitals

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

Lot 24, Block R, Medina River West Subdivision, Phase Two, in Medina County, Texas, according to plat of record in Volume 7, Pages 59-61, Medina County Plat Records.

20.8135 acres of land, more or less, out of Survey no. 364, Jacob Groff, Original Grantee, Abstract No. 1558, Medina County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

31.2203 acres of land, more or less, out of Survey No. 364, Jacob Groff, Original Grantee, Abstract No. 1558, Medina County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto.

20.8135 acres of land, more or less, out of Survey No. 364, Jacob Groff, Original Grantee, Abstract No. 1558, Medina County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto.

31.2203 acres of land, more or less, out of Survey No. 364, Jacob Groff, Original Grantee, Abstract No. 1558, Medina County, Texas, and being more particularly described by metes and bounds in Exhibit "D"

20.8135 acres of land, more or less, out of Survey No. 364, Jacob Groff, Original Grantee, Abstract No. 1558, Medina County, Texas and being more particularly described by metes and bounds in Exhibit "E" attached hereto.

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437.8023 acres of land lying and being situated south of Castroville, in Medina County, Texas; about sixteen miles S 79 degrees E. of the City of Hondo, the County Seat, containing 145.1440 acres lying within Survey No. 364, Jacob Groff, Original Grantee, Abst. No. 1558; and 292.6583 acres lying within Survey No. 365, John Iltis, Original Grantee, Abst. No. 550. Said 437.8023 acres of land being the east portion of a 314.16 acre tract, recorded in Volume 274, Page 686 of the Deed Records of said Medina County, and all of Share No. 3 (124.5942 acres) of the division of a 499.5 acre tract (referred to as 494.2 acres), conveyed to Lee Henry Ihnken by Louis Ihnken, by Deed dated January 25, 1924, and recorded in Volume 69, Page 549, of the Deed Records of said County; with said 437.8023 acres being more particularly described by field notes attached as Exhibit "F" hereto and made a part hereof.

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

3. This general plan is intended to and will benefit the Property in general, the parcels and/or Tracts that constitute the Property, The Declarant, Medina River West Subdivision, and each successive owner of an interest in the Property.

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

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

ARTICLE 1

Definitions

Developer

1.01. "Seller" means Declarant and its successors and assigns who acquire all of the Property or Tracts from Declarant for the purpose of development.

Lot

1.02. "Tract" means any of the plots of land concerning the Property recorded in the Official Public Records of Medina County, Texas ("the Map").

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Tract in the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

Association

1.04. "Association" means an incorporated or unincorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing any road easement or entrance as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Tract, without any further documentation of any kind.

Board

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

ARTICLE 2

Use Restrictions and Architectural Standards

2.01. All Tracts shall be used for agricultural, hunting (non-commercial), fishing (non-commercial), and/or single-family residential purposes only. Single family use consists of use as a dwelling by one or more natural persons who are related by marriage or kinship or by not more than three natural persons who are not related by marriage or kinship.

Type of Buildings Permitted

2.02. No building shall be erected, altered, or permitted on any Tract other than Barns, Pens, Livestock handling equipment facilities and one single-family dwelling.

Design, Minimum Floor Area, and Exterior Walls

2.03. Any residence on a Tract must have a total living area of not less than 1,200 square feet.

Setbacks

2.04. No building shall be located on any Tract nearer to the boundary of said Tract than 150 feet.

Resubdivision or Consolidation

2.05. No Tract conveyed by Declarant shall be resubdivided or split unless greater than 100 acres to be divided into at least 50 acre minimum tracts. However, any person owning two or more adjacent Tracts may consolidate those Tracts.

Easements

2.06. Easements for the installation and maintenance of utilities facilities are reserved. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

2.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Rubbish, Trash and Garbage

2.08. No Tract shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Sewage Disposal

2.09. One individual sewage-disposal system shall be permitted on any Tract provided the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the health officer of Medina County, Texas.

Parking

2.10. Parking of vehicles shall be prohibited on Lot 24, Medina River West Subdivision, unless a single family dwelling is built on Lot 24.

ARTICLE 3

Easements

Reservation of Easements

3.01. All easements for the installation and maintenance of utilities and ingress and egress are of record or will be reserved at time of conveyance of any Tract. The president of Medina River

West Homeowners Association and his or her successors shall be granted the right to travel ingress and egress easements for the purpose of determining whether these covenants are or are not being complied with.

ARTICLE 4

Association

Creation

4.01. The Owners shall constitute the Association. Each Owner of a Tract, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract. Ownership of a Tract is the sole criterion for membership in the Association.

Transfer of Membership

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

Management of Association

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

Membership Voting, Elections, and Meetings

4.04. Each Owner shall have one vote per acre of land owned including a partial acre. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of 3 directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

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

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.

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

ARTICLE 5

General Provisions

Enforcement

5.01. The Developer, The Medina River West Homeowners Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and restrictions imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

5.02. Invalidity 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.

Covenants Running With the Land

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

Duration and Amendment

5.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 75 percent of the Owners as defined under Paragraph 4. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners as defined under Paragraph 4. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Medina County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

5.05. In any controversy, claim or dispute which arises relating to this instrument, its breach, or enforcements, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

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

This Declaration is executed on this 28th day of October, A.D., 2002, at Castroville, Texas.

WILLIAM E. BEDINGHAUS 2000 TRUST

BY:


William E. Bedinghaus, Trustee

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THE STATE OF TEXAS §
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 28th day of October, A.D., 2002, by WILLIAM E. BEDINGHAUS, Trustee on behalf of WILLIAM E. BEDINGHAUS 2000 TRUST.



Mary E. Mangold
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
TORRES, GAMBLE & SCHUCHART
Attorneys At Law, P.C.
1313 Lorenzo, #1
Castroville, Texas 78009

PREPARED IN THE LAW OFFICE OF:
TORRES, GAMBLE & SCHUCHART
Attorneys At Law, P.C.
1313 Lorenzo, #1
Castroville, Texas 78009

EXHIBIT "A"

SHARE 1-B: Containing 20.8135 acres, all out of Sur. No. 364, Jacob Groff, Orig. Grantee, Abst. No. 1550;

BEGINNING at an iron pin set in corner of fence, at the original S.E. corner of Sur. No. 365, John Ittis; for the N.W. corner of this tract;

THENCE with fence along the N. line of Sur. No. 364, N. 89 deg. 37' E. 1061.8 ft. to an iron pin for the N.E. corner, the N.W. corner of Share 4-B;

THENCE along the W. line of Share 4-B, S. 21 deg. 10' W. 1049.2 ft. to an iron pin for the S.E. corner;

THENCE along the N. line of Share 1-C, N. 69 deg. 25' W. 1161.3 ft. to an iron pin for the S.W. corner;

THENCE along the E. line of Share 1, N. 35 deg. 41' W. 693.1 ft. to the place of BEGINNING.

Exhibit A

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EXHIBIT "B"

SHARE 4-B: Containing 31.2203 acres, all out of Sur. No. 364, Jacob Groff, Orig. Grantee, Abst. No. 1558;

BEGINNING at an iron pin set for the N.W. corner of this tract, said point being in a S. line of Sur. No. 45, Carroll Burden, and distant 1061.8 ft. N. 89 deg. 37' E. from its northernmost S.W. corner;

THENCE with fence along the N. line of Sur. No. 364, N. 89 deg. 37' E. 1891.6 ft. to an iron pin for the N.E. corner, set in the W. R.O.W. line of Medina Irrigation Co. Canal;

THENCE with the W. R.O.W. line of said Canal, 100.0 ft. from and parallel with its centerline as follows:
S. 51 deg. 46' W. 18.6 ft.; S. 63 deg. 01' W. 56.0 ft.;
S. 73 deg. 01' W. 57.0 ft.; S. 80 deg. 31' W. 157.0 ft.;
S. 76 deg. 31' W. 52.0 ft.; S. 62 deg. 31' W. 56.0 ft.;
S. 50 deg. 31' W. 55.0 ft.; S. 34 deg. 11' W. 58.0 ft.;
S. 25 deg. 20' W. 48.0 ft.; S. 14 deg. 22' W. 68.0 ft.;
S. 02 deg. 18' W. 65.0 ft.; S. 10 deg. 48' E. 52.0 ft.;
S. 19 deg. 00' E. 43.0 ft.; S. 25 deg. 19' E. 120.0 ft.;
S. 18 deg. 49' E. 40.0 ft.; S. 04 deg. 11' W. 38.0 ft.;
S. 33 deg. 11' W. 48.0 ft.; S. 50 deg. 11' W. 52.0 ft.;
S. 58 deg. 12' W. 35.5 ft.; S. 78 deg. 12' W. 32.5 ft.;
N. 79 deg. 51' W. 35.0 ft.; N. 68 deg. 51' W. 47.5 ft.;
N. 56 deg. 21' W. 50.0 ft.; N. 46 deg. 19' W. 138.0 ft.;
N. 57 deg. 49' W. 61.0 ft.; N. 72 deg. 49' W. 62.0 ft.;
N. 84 deg. 49' W. 37.5 ft.; S. 80 deg. 42' W. 58.0 ft.;
S. 70 deg. 18' W. 52.0 ft.; S. 58 deg. 57' W. 62.0 ft.;
S. 47 deg. 57' W. 56.0 ft.; S. 36 deg. 41' W. 54.0 ft.;
S. 26 deg. 27' W. 58.0 ft.; S. 14 deg. 35' W. 58.0 ft.;
S. 04 deg. 42' W. 63.0 ft.; S. 07 deg. 58' E. 55.0 ft.;
S. 19 deg. 02' E. 58.5 ft. to an iron pin for the S.E. corner;

THENCE along the N. line of Share 4-C, S. 88 deg. 43' W. 1093.9 ft. to an iron pin for the S.W. corner;

THENCE along the E. line of Share 1-B, N. 21 deg. 10' E. 1049.2 ft. to the place of BEGINNING.

Exhibit B

Vol. 462 Pg. 400.

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EXHIBIT "C"

SHARE 1-D: Containing 20.8135 acres, all out of Sur. No. 364, Jacob Groff, Orig. Grantee, Abat. No. 1558;

BEGINNING at an iron pin set for the N.W. corner of this tract, said point being distant 1440.4 ft. S. 35 deg. 41' W. from the S.E. corner of Sur. No. 365, John Iltis;

THENCE along the S. line of Share 1-C, S. 69 deg. 20' 30" E. 1348.6 ft. to an iron pin for the N.E. corner, set in the W. line of Share 4-C;

THENCE S. 21 deg. 10' W. 336.5 ft. to an iron pin in fence for the S.E. corner;

THENCE with fence S. 89 deg. 54' W. 1710.1 ft. to an iron pin for the S.W. corner;

THENCE along the E. line of Share 3, N. 35 deg. 41' E. 978.0 ft. to the place of BEGINNING.

Exhibit C

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EXHIBIT "D"

SHARE 4-C: Containing 31.2203 acres, all out of Sur. No. 364, Jacob Groff, Orig. Grantee, Abst. No. 1558;

BEGINNING at an iron pin set for the N.W. corner of this tract, said point being distant 1200.0 ft. S. 35 deg. 10' E. from the S.E. corner of Sur. No. 365, John Iltis;

THENCE along the S. line of Share 4-B. N. 88 deg. 43' E. 1093.9 ft. to an iron pin for the N.E. corner, set in the W. R.O.W. line of Medina Irrigation Co. Main Canal;

THENCE with the W. R.O.W. line said Canal, 100.0 ft. from and parallel with its centerline, as follows:

S. 31 deg. 02' E. 45.0 ft.; S. 35 deg. 02' E. 45.0 ft.;
S. 41 deg. 53' E. 303.0 ft.; S. 26 deg. 32' E. 39.0 ft.;
S. 03 deg. 28' W. 42.0 ft.; S. 11 deg. 42' W. 471.0 ft.;
S. 16 deg. 42' W. 34.0 ft.; S. 53 deg. 17' W. 29.0 ft.;
S. 74 deg. 00' W. 32.0 ft.; N. 82 deg. 37' W. 32.0 ft.;
N. 55 deg. 05' W. 38.5 ft.; N. 49 deg. 18' W. 76.0 ft.;
N. 57 deg. 14' W. 52.0 ft.; N. 67 deg. 05' W. 53.0 ft.;
N. 76 deg. 17' W. 65.0 ft.; S. 83 deg. 43' W. 70.0 ft.;
S. 70 deg. 25' W. 49.0 ft.; S. 55 deg. 04' W. 48.0 ft.;
S. 51 deg. 17' W. 69.0 ft.; S. 37 deg. 05' W. 66.0 ft.;
S. 23 deg. 40' W. 56.5 ft.; S. 07 deg. 45' W. 66.5 ft.; to
an iron pin for the S.E. corner, the N.E. corner of
Share 2;

THENCE S. 89 deg. 54' W. 1017.9 ft. to an iron pin for
the S.W. corner, the S.E. corner of Share 1-D;

THENCE along the E. lines of Share 1-D and Share 1-C, N. 21 deg. 10' E. 1061.8 ft. to the place of BEGINNING.

Exhibit D

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EXHIBIT "E"

SHARE 1-C: Containing 10.8135 acres, all out of Sur.
No. 364, Jacob Greff, Orig. Grantee, Abst. No. 1558;

BEGINNING at an iron pin set for the N.W. corner of
this tract, said point being distant 693.1 ft. S,
35 deg. 41' W. from the S.E. corner of Sur. No. 365,
John Iltis;

THENCE along the S. line of Share 1-B, S. 69 deg. 25'
E. 1161.3 ft. to an iron pin for the N.E. corner, the
S.W. corner of Share 4-B;

THENCE along the W. line of Share 4-C, S. 21 deg. 10'
W. 723.3 ft. to an iron pin for the S.E. corner, the
N.E. corner of Share 1-D;

THENCE along the N. line of Share 1-D, N. 69 deg. 20'
30" W. 1348.6 ft. to an iron pin for the S.W. corner,
the N.W. corner of Share 1-D;

THENCE along the W. line of Share 3, N. 35 deg. 41' E.
747.3 ft. to the place of BEGINNING.

Exhibit E

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EXHIBIT "F"

A 30-foot road easement, containing 5.954 acres of land, more or less, and being 4.691 acres, more or less, out of Survey No. 3634, G.C. & S.P. RR. Co., Abstract 1199 (shown as Survey No. 363 on General Land Office Map), and 1.263 acres, more or less, out of Survey No. 364, Jacob Groff, Abstract 1558, and being out of that certain 500.0332 acres of land, more or less, being 469.3032 acres, more or less, out of Survey 3634, G.C. & S.P. RR. Co., Abstract 1199, and 30.73 acres, more or less, out of Survey No. 364, Jacob Groff, Abstract 1558, in Medina County, Texas, and being the same property described as 491.609 acres of land in deed from Walter James Glover and Carlton Wallace Glover to Blanche M. Glover, dated July 6, 1966, recorded in Vol. 211, pages 506-507, Medina County Deed Records; reference also being made to Deeds of Gift from Blanche M. Glover to Harriet M. Zimmerman, dated Dec. 11, 1967, recorded in Vol. 219, page 509, Medina County Deed Records, dated Dec. 18, 1969, recorded in Vol. 228, page 607, said Deed Records, and dated Dec. 9, 1970, recorded in Vol. 232, page 230, said Deed Records, and to Deeds of Gift from Blanche M. Glover to Eric L. Ihnken, dated Dec. 11, 1967, recorded in Vol. 219, page 511, Medina County Deed Records, dated Dec. 18, 1969, recorded in Vol. 228, page 509, said Deed Records, and dated Dec. 9, 1970, recorded in Vol. 232, page 228, said Deed Records; and to the Last Will and Testament of Blanche M. Glover, deceased, probated under Cause No. 85-PC-0543, Bexar County Probate Court, and of record in Vol. 21, Pages 420-436, in the Official Public Records of Medina County, Texas;

BEGINNING at a 1" iron pin set on the southeast right of way line of F.M. Road 1343 for the northwest corner of said 30-foot road easement, same being the northwest corner of said 500.0332 acre tract of land and the southwest corner of the John M. Braubach property;

THENCE North 88°43'22" East along the north line of said 30-foot road easement and north line of said 500.0332 acre tract also being the north line of Shares 1, 2 and 4, passing the northeast corner of Share 1 at 938.10 feet and the northeast corner of Share 2 at 1871.61 feet for a total distance of 3406.83 feet to a stone with a scribe for an angle point and described as the southwest corner of the Joseph Surrell Survey No. 362 in deed recorded in Vol. 211, page 506, Deed Records of Medina County;

THENCE South 89°37'55" East, continuing along the north line of said 30-foot road easement and north line of Share 4, same being the south line of the Carolyn Dixon Fels 320 acre tract of land, a distance of 3238.49 feet to a set 5/8" iron pin for an angle point;

THENCE South 88°59'28" East along north property line of Share 4, a distance of 664.65 feet to a 5/8" iron pin found for the northeast corner of said 500.0332 acre tract and being the most northerly northeast corner of said 30-foot road;

THENCE South 00°06'30" West, along the east line of said 30-foot road easement and east line of said 500.0332 acre tract, a distance of 1359.14 feet to a point for corner;

THENCE North 89°32'41" West 30.00 feet to a point for corner;

THENCE North 00°06'30" East, along the west line of said 30-foot road easement, a distance of 1329.43 feet to a point for corner;

THENCE along the south line of said 30-foot road easement as follows: North 88°33'28" West, a distance of 634.96 feet to an angle point; North 89°37'55" West, a distance of 3237.89 feet to an angle point; South 88°43'22" West, a distance of 3420.09 feet to a point for the southwest corner of said 30-foot road easement on the southeast right of way line of F.M. Road 1343;

THENCE along arc of a circular curve to the left, the central angle of which is 02°11'55.5" and having a radius of 859.02 feet with an arc length of 31.976 feet; said curve having a chord bearing of North 23°15'05" East and a length of 12.976 feet to the place of beginning and containing 5.954 acres of land, more or less;

Reference being made to that certain Partition Deed and Reservation of Road Easement covering 500.0332 acres of land, more or less, of even date herewith by and between Harriet M. Zimmerman, Rebecca Ihnken Gottman, wife of Clifford L. Gottman, Milton Hoffman, Jr. and wife, Deanna Ihnken Hoffman, and Cheryl Lynn Ihnken Potter, wife of Travis Potter, of record in the Deed Records of Medina County, Texas, for further description of said easement,

437.8023 ACRES OF LAND

THE STATE OF TEXAS)
COUNTY OF MEDINA)

Field Notes of a survey of 437.8023 acres of land, made for
Alton E. White, et. al.

Said 437.8023 acres of land lying and being situated south of
Castroville, in Medina County, Texas; about sixteen miles S 79° E
of the City of Hondo, the County Seat, containing 145.1440 acres
lying within Sur. No. 364, Jacob Groff, Original Grantee, Abst.
No. 1559; and 291.6593 acres lying within Sur. No. 365, John
Iltis, Original Grantee, Abst. No. 550. Said 437.8023 acres of
land being the east portion of a 314.16 acre tract, recorded in
Vol. 274, Page 686, of the Deed Records of said Medina County, and
all of Share No. 3 (124.5943 acres) of the division of a 499.5
acre tract (referred to as 494.2 acres), conveyed to Lee Henry
Inhken by Louis Inhken, by Deed dated January 25, 1924, and
recorded in Vol. 69, Page 549, of the Deed Records of said County;
with said 437.8023 acres being more fully described by metes and
bounds, as follows:

BEGINNING at a 1/2" Steel Pin found at a 4-way fence corner
post, at the S.W. corner of Sur. No. 48, Carroll Burden, the S.E.
corner of said Sur. No. 365, in the north line of said Sur. No.
364, for the N.E. corner of said Share No. 3, the N.W. corner of
Share No. 1-B of said Inhken Divisions, the S.E. corner of said
314.16 Acre tract, and the S.E. corner of this tract;

THENCE leaving said survey line, and with fence and the west
lines of Share No.'s 1-B, 1-C, and 1-D, respectively, all of said
Inhken Divisions, along the east line of said Share No. 3, and the
southeast side of this tract, S 35° 45' 03" W, at 2284.69 ft.
cross American Petroleum Pipeline Co. underground pipeline; total
2417.24 ft. to a 1/2" Steel Pin found at a fence corner post, in
the north line of Share No. 2 of said Inhken divisions, at the
S.W. corner of said Share No. 1-D, the S.E. corner of said Share
No. 3, for the S.E. corner of this tract;

THENCE with fence and the north line of said Share No. 2,
along the south line of said Share No. 3, and a south side of this
tract, S 49° 30' 22" W 2418.55 ft. to a 1/2" Steel Pin found at a
3-way fence corner post, in the east line of Share No. 4-A of said
Inhken Estate Divisions, at the N.W. corner of said Share No. 2;
the S.W. corner of said Share No. 3, for the S.S.W. corner of this
tract;

THENCE with fence, and the east line of said Share No. 4-A,
along the west line of said Share No. 3, and a west side of this
tract, N 00° 04' 59" W 336.47 ft. to a 1/2" Steel Pin found at a

3-way fence corner post, for the N.E. corner of said Share No. 4-A, the S.E. corner of Share No. 1-A of said Inoken Divisions, and a corner of this tract;

THENCE with fence, and the east line of said Share No. 1-A, along the west line of said Share No. 3, and a west side of this tract, N 05° 29' 02" W, at 311.75 ft. pass the centerline of the existing entrance road and gate to this described property; total 1330.88 ft. to a 1/2" Steel Pin found at a 3-way fence corner post, in the south line of said 314.16 acre tract, the north line of said 499.3 acre tract, at the E.N.E. corner of said Share No. 1-A, the N.W. corner of said Share No. 3, for a southwest re-entrant corner of this tract;

THENCE with fence, and the north line of said 499.3 acre tract, along the south line of said 314.16 acre tract, and a south side of this tract, N 89° 45' 12" W 209.26 ft. to a 5/8" Steel Pin set at an old fence corner post, at a northeast re-entrant corner of said Share No. 1-A, for the W.S.W. corner of this tract;

THENCE with fence and a northeast line of said Share No. 1-A, along a west side of this tract, crossing said 314.16 acre tract, N 22° 52' 16" W 24.97 ft. to a 5/8" Steel Pin set at an old fence corner post, at a northwest re-entrant corner of said Sur. No. 364, the S.E. corner of Sur. No. 362, Joseph Surrall, at the northwest re-entrant corner of said 314.16 acre tract, the N.E. corner of a 1 1/11 acre tract (20.0 ft. strip), conveyed to Lee H. Inoken, by John J. Schorp and wife, Ida Schorp, by Deed dated September 4, 1926, and recorded in Vol. A-81, Pages 68-69, of the Deed Records of said Medina County, for a west corner of this tract;

THENCE with fence, and the east line of said Sur. No. 362, along a west line of said Sur. No. 364, a west line of said 314.16 acre tract, and a west side of this tract, as follows;

N 00° 28' 04" E, at 297.22 ft. pass a point in fence, for the N.W.W. corner of said Sur. No. 364, the S.W. corner of said Sur. No. 365; at 377.51 ft. cross said underground pipeline; total 1594.74 ft. to a 5/8" Steel pin set at a fence post, for corner;

N 00° 10' 16" E 943.35 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, for corner; and

THENCE N 00° 06' 07" W 814.58 ft. to a 5/8" Steel Pin found at a 3-way fence corner post, at the S.W. corner of the Medina River West Subdivision of Lands - Phase 2, the N.W.W. corner of said 314.16 acre tract, for the N.W. corner of this tract;

THENCE with fence, crossing said Sur. No. 365, along the south line of said Medina River West Subd., a north line of said 314.16 acre tract, and the north side of this tract, N 89° 54'

54° E, at 4099.08 ft. pass a 5/8" Steel Pin found at an old 4-way fence corner post, at the S.E. corner of said Medina River West Subd., and ending fence; total 4139.64 ft. to a 5/8" Steel Pin, set in the east line of said Sur. No. 365, the west line of said Sur. No. 45, for the N.E. corner of said 314.16 acre tract, and the N.E. corner of this tract;

THENCE with said survey line, and the east line of said 314.16 acre tract, along the east side of this tract, S 01° 00' 59" E, at 38.51 ft. cross existing fence bearing S 58° 35' 49" E; at 313.68 ft. pass a 5/8" Steel Pin set at a fence post in fence on top of a hill, in the east line of said 314.16 acre tract; total 1040.06 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, for corner, and thence S 00° 08' 23" E, with fence, 2021.44 ft. to the place of BEGINNING;

Surveyed: September 23 - November 4, 1988.

Witness: Charles R. Burrell
Larry R. Grell

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Public Surveyor of the State of Texas, do hereby certify that the foregoing Field Notes description is true and correct, and was prepared from an actual survey made under my supervision, on the ground, on the date given.



Hilmar A. Koch
Registered Public Surveyor No. 2082

ANY PROVIDOR HEREIN WHOSE RIGHTS THIS SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OF RACE IS VIOLATED AND UNLAWFUL UNDER FEDERAL LAW THE STATE OF TEXAS
COUNTY OF MEDINA

Hereto certify that the instrument was FILED in the 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



Elia Miranda
COUNTY CLERK
MEDINA COUNTY, TEXAS

FILED IN MY OFFICE
INDEXED

29 OCT 02 AM 10 35 608

COUNTY CLERK

OCT 29 2002

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EXHIBIT "F"
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