

E. "Outbuilding" shall mean any building improvement which is located on a Lot, but not connected to the residence.

F. "Owner" shall mean the record Owner of any Lot, whether one or more, and shall not include those having an interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

G. "Association" shall mean the BRAZOS COUNTRY OWNERS ASSOCIATION, INC., a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, V.A.C.S. Art. 1396, for the purposes stated in Article III C below, and shall include the successors and assigns of such corporation.

II. EASEMENTS

A. The streets and access easements shown on the subdivision plat shall provide Dedicator and the Owners of the Lots with the right of ingress to and egress from the area and facilities thereof and are dedicated for public use by the terms of the subdivision plat.

B. Dedicator reserves an easement and right to install, construct, replace, repair and maintain in, over and across the easements, including, but not limited to, the aerial easement five feet (5') wide taken from a plane twenty feet (20') above the ground, roads and streets shown or described on said subdivision plat, utilities of every kind, including, but not limited to, sewers, water mains, gas mains, irrigation systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. Except as otherwise noted on the subdivision plat for Lot 38 of Block 2 of the Property, an easement ten (10) feet in width is hereby reserved along the front and an easement of five (5) feet in width is hereby reserved along each side and back boundary line of each Lot as may be necessary for the installation, construction, repair, replacement and maintenance of said utilities and lines. There is hereby reserved a nonexclusive easement upon, across, over and under all or any portion of the Lots (i) for ingress and egress necessary to install, construct, replace, repair and maintain utilities on said utility easements, together with all cables, utility lines, pipes, conduits, meters, and all other equipment appurtenant thereto and (ii) for installation, construction, replacement, repair and maintenance of said utilities, together with all cables, utility lines, pipes, conduits, meters, and all other equipment appurtenant thereto.

C. Dedicator reserves an easement and right to install, construct, maintain, repair and replace a drainage ditch and facilities in, along, upon and across the drainage easements designated on the subdivision plat. There is hereby reserved a nonexclusive easement upon, across, over and under all or any portion of the Lots (i) for ingress and egress necessary to install, construct, replace, repair and maintain the drainage ditch and facilities on said drainage easements, together with all lines, pipes, tiles, tunnels, canals, conduits, and all other equipment appurtenant thereto and (ii) for installation, construction, replacement, repair and maintenance of said drainage ditch and facilities, together with all lines, pipes, tiles, tunnels, canals, conduits, and all other equipment appurtenant thereto.

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III. RESTRICTIONS, COVENANTS AND RESERVATIONS

A. USE OF LAND

1. Residential use only. No Lot shall be used for other than residential purposes and no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling with a private garage or other covered parking facility approved under paragraph B 1 below, appropriate Outbuildings approved under paragraph B 1 below, and servant's houses for use of bona fide servants approved under paragraph B1 below. No soil or trees shall be removed for any commercial use. No trees with a diameter exceeding 2" shall be cut from any Lot without the prior written consent of Dedicator.

2. Temporary Structures. No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other Outbuilding shall be placed, moved onto or constructed on any Lot at any time as a residence, either temporarily or permanently; provided, however, that during the construction of a residence on a Lot, but not exceeding one (1) year, temporary construction buildings may be placed on such Lot for the storage of tools and construction materials.

3. Storage. No Lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any Lot as residential property. Any tank used for the storage of any fluid or gas constructed or maintained on any Lot must be above the surface, enclosed and hidden from view.

4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any Lot, excepting (a) dogs, cats or other household pets not kept for commercial purposes provided, however, that no more than a total of 3 cats and dogs shall be kept on any Lot, (b) no more than two (2) horses kept on Lots of less than one and one-quarter (1-1/4) acres with Owners in residence, (c) no more than four (4) horses kept on any Lot over one and one-quarter (1-1/4) acres with Owners in residence, and (d) livestock kept by students participating in school-sponsored activities on Lots with Owners in residence as agreed upon in writing subsequent hereto by Dedicator. All animals permitted hereunder shall be kept within fences or upon a leash, and all such animals shall be kept under sanitary conditions.

5. Firearms. Use of firearms on any part of the Property is prohibited, except in areas that may be designated for such purposes by the Dedicator.

6. Nuisances. No noxious, offensive, dangerous or noisy activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said Lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Dedicator. Dedicator shall have the right, after seven days' written notice to the Owner of a Lot, to remove from such Lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the Owner for all costs thereby incurred. Such costs shall be payable by the Owner immediately following demand by Dedicator.

7. Towers and Wires. No radio or television towers or aerial wires shall be maintained (a) over any part of any Lot not occupied by a structure or (b) over 35 feet.

8. Drilling and excavation. No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any Lot except upon the designated drilling sites designated by Dedicator. No sand, gravel or earth shall at any time be excavated or dug out of any Lot, except for the purpose of laying the foundation of a residence thereon, erecting such residence, and improving the gardens or grounds thereof. No Lot abutting the Brazos River shall be increased in size by filling in the water it abuts.

9. Water Wells. No water wells shall be drilled upon any Lot so long as water for domestic use shall otherwise be available to the Owners of said Lots, but nothing herein shall be construed to prohibit (i) Dedicator from drilling and equipping a well or wells on any property located in or near the Property for the purpose of supplying water to the Owners of any Lots or (ii) wells drilled for the purpose of providing water to permitted livestock or for a cultivated area on the Lot if the Owner is in residence on the Lot.

10. Advertising Signs. All advertising signs are prohibited without the prior written consent of the Dedicator.

B. CONSTRUCTION OF IMPROVEMENTS

1. Approval of plans. No building, fence, structure or improvement of any kind, including sewage facilities, shall be erected or altered on any Lot until Dedicator (or the architectural committee of the Association if Dedicator has transferred its right of approval to such committee) has approved in writing:

(a) a plan for overall development of the Lot, including location of proposed structures, size and location of parking and storage facilities, fencing, screening and landscaping; and

(b) the plans and specifications for the proposed structure or alteration, including sewage facilities, if any, taking into consideration suitability of materials and design, specifications, conformity with plan for overall development of said Lot and aesthetic compatibility with surrounding property.

In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be delivered in person or by registered or certified mail addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice may set forth elements disapproved and the reason therefor, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of Dedicator in these matters and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted together with the address of said submitting party, it will be presumed that they have been approved.

2. Floor area and maximum number of units. There shall not be erected on any Lot a single-family residence containing less than 2,200 square feet of floor area measured to exterior walls and exclusive of porches, patios and garages. Exterior

walls of any and all residences constructed shall contain not less than fifty percent (50%) masonry veneer, and in computing this percentage, wall masonry to the sill line of windows or masonry to the mid-point of walls shall be considered thirty-five percent (35%) masonry. One outside wall of an attached garage shall be used in the aforesaid computation and all glass set in masonry shall be considered as masonry. As well, each residence shall be completed within one (1) year after the construction of such residence has been commenced. A penalty not to exceed Fifty and No/100 Dollars (\$50.00) per day will be imposed for each day such construction continues beyond one (1) year. Such penalty shall be payable to Dedicator upon demand and shall become a lien against the Lot and shall be enforceable by Dedicator in accordance with the provisions set forth in Article III C hereof.

3. Building lines. Lots shall be deemed to front on all adjoining streets; provided however, that the residences located on Lots One (1) through Seven (7) of Block One (1) of the Property shall not front on Chew Road. No building or structure of any kind shall be erected or maintained on any Lot within 50 feet of a front line or within 15 feet of the side or rear line of any Lot, except as provided on the subdivision plat along Chew Road. For the purpose of these restrictions, eaves, steps and porches shall be considered as part of the building. Dedicator may, in its discretion, grant exceptions in writing to any or all of the requirements of this paragraph.

4. Outbuildings. Outbuildings shall be of design and construction compatible with that of the residential structure. No Outbuilding shall exceed the residence in height, except upon prior approval of the Dedicator. Cooling towers and all other mechanical units must be screened to the satisfaction of the Dedicator.

5. Structures on easements. No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II B and C which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, without the prior written consent of Dedicator. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which Dedicator, a public authority or utility company is responsible.

6. Sidewalks. No public sidewalks shall be permitted on the Lots parallel with streets, roads or access easements, except after prior written approval of Dedicator, but this provision does not exclude sidewalks or driveways from streets to the buildings.

7. Mail boxes. The location, size and design of all mail boxes shall be subject to the prior approval of Dedicator.

8. Sewage Facilities. All lavatories, toilets and bath facilities shall be installed indoors and where sewer service is not made available by Dedicator shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications as set out in the Rules of Austin County, Texas, for Private Sewage Facilities, in their order 82-585, Article IX, a copy of which shall be available at the Office of Dedicator, and no outside or surface toilets shall be permitted under any circumstances. Owners of Lots to which Dedicator makes sewer service available, if any, shall be required to connect to, use and pay for same. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

C. GENERAL

1. Subdivision and combination of Lots. No Lot shall be subdivided without prior written approval of the Dedicator and shall never be subdivided into Lots of less than one (1) acre; provided, however, that Dedicator expressly reserves the right to subdivide any Lot to which it shall hold title. However, two or more contiguous Lots may be combined by an Owner and built upon as a single Lot and in such event such Lots so combined by an Owner and declared in writing to be so combined shall thereafter be treated as a single Lot for the purposes of these restrictions, including the assessment and subdivision provisions hereof.

2. Creation of the Lien and Personal Obligation of Assessments. The Dedicator, for each Lot owned by it within BRAZOS COUNTRY SECTION FIVE, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments (together with interest thereon and costs of collection, including, without limitation, attorneys' fees, as hereinafter provided), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, including, without limitation, attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner (other than Dedicator) at the time when the assessment fell due and any subsequent Owner (other than Dedicator).

3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and residents in BRAZOS COUNTRY SECTION FIVE and in other property covered by the jurisdiction of the Association and in particular for the improvement, maintenance and preservation of the roadways within the Property ("Roadways"), the services set forth herein, and facilities devoted to said purposes. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Roadways, maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Lots (including pipes, lines and other facilities necessary or appurtenant to utilities or drainage facilities serving more than one Lot); mowing grass; garbage pickup; pest control; or other similar charges that the Association is authorized to incur which the Association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

4. Basis and Maximum of Annual Assessments.

(a) Until January 1, 1987, the maximum annual assessment shall be \$125.00 per Lot.

(b) From and after January 1, 1987, the Association may increase the maximum annual assessment effective January 1st of each calendar year upon assent of at least fifty-one percent (51%) vote of the members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment, written notice of which setting forth the purpose of

the meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. After consideration of current maintenance costs and future needs of the members and the Property and other property covered by the jurisdiction of the Association, the Association may levy the annual assessments at an amount not in excess of the maximum annual assessment approved by the members in accordance herewith.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an authorized expenditure, provided that any such special assessment shall have the assent of eighty percent (80%) of the votes of the members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

6. Quorum for Any Action Authorized Under Sections 4 and 5. At any meeting, the presence, in person or by proxy, at the meeting of members entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to proper notice as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be the presence, in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of the membership. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots regardless of location, and shall be collected in accordance with the provisions of Section 8 hereof.

8. Date of Commencement of Annual Assessments: Due Dates. The Association shall fix the amount of the annual assessment against each Lot to be assessed at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. Upon sales of Lots by Dedicator, the annual assessment shall be due and payable on the date such Lot is conveyed and shall be prorated based upon the number of months remaining in that calendar year. After the first assessment year, the annual assessment for each succeeding calendar year shall be due and payable in advance on January 1st of that year. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Affirmative and Independent Obligation to Pay Assessments. All payments of the assessments shall be made to the Association at its principal place of business in Austin County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Dedicator, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be a continuing affirmative covenant both personal to the Owner (other than Dedicator) and any subsequent Owner of a Lot (other than Dedicator) and a covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him responsibility for the payment of assessments attributable to a period prior to the date he purchased his Lot.

(b) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$15.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the due date of said assessment, the assessment shall bear interest from the due date of said assessment until paid at the rate of nine and one-half percent (9-1/2) per annum, and the Association may, at its option, bring an action at law against the Owner(s) personally obligated to pay the same, or, upon compliance with the notice provisions set forth in subparagraph (c) hereof, foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, interest, and costs of collection (including, without limitation, attorneys' fees and court costs). All late charges, interest, costs of collection (including, without limitation, attorneys' fees and court costs) shall become a lien on the Lot as part of said assessment lien. Each Owner vests in the Association the right and power to bring all actions at law or in equity, including, without limitation, lien foreclosures against such Owner for the collection of such delinquent assessments and other amounts due. Under no circumstances, however, shall Dedicator be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.

(c) Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is filed by the Association in the office of the County Clerk of Austin County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include a late charge, interest on the unpaid assessment at the rate provided herein, plus attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

(d) Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with Chapter 51 of the Texas Property Code, as amended, or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to (i) bid on the Lot at the foreclosure sale and, if the Association is the highest bidder, shall have the right to purchase at any sale of the Lot and to have the amount for which such Lot is sold credited on the debt then owing, including, but not limited to, interest and costs of collection, and (ii) thereafter, to hold, lease, mortgage and convey the same.

(e) Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Association to cover the costs of preparing and filing or recording such release.

(f) Cumulative Remedies. The assessment lien and the rights to foreclose and sell thereunder shall be in addition to and not in substitution of all other rights and remedies which the Association may have hereunder and by law or in equity, including a suit to recover a money judgment for unpaid assessments and other amounts for delinquency, as above provided.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments due or thereafter becoming due or from the lien thereof.

11. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association in accordance with the terms of these Protective Covenants, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance.

(b) In the event that Dedicator pays, on behalf of the Association, the initial premiums for insurance obtained by the Association, Dedicator shall be reimbursed the full amount of such initial premiums by the Association upon demand made by Dedicator after the Association shall have collected sufficient assessments from the Owners with which to reimburse Dedicator.

12. Dedicator's Lots. Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent or agents the right to use any Lot or Lots which it owns for a temporary office location and the right to place a sign or signs on any Lot or Lots which it owns.

13. Interpretation. In the event of any dispute over the proper interpretation of any of the provisions of this Dedicat-

tion, the determination of the Dedicator shall be final and binding on all interested persons.

14. Severability. All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.

15. Enforcement. These restrictions, covenants, and conditions may be enforced by the Dedicator or by the Owner of any Lot in the Property either by proceedings for injunction or to recover damages for breach thereof, or both. However, except as set forth in the sentence immediately following, only the Association may file suit to collect any of the charges, assessments and expenses provided for herein, all of which shall be payable to the Association in Austin County, Texas, or to enforce foreclosure of any lien herein granted. Notwithstanding anything to the contrary herein, Dedicator shall have the right to bring suit to collect its cost incurred under Article III A 6 hereof and may enforce foreclosure of the lien granted in Article III B 2 hereof.

16. Duration. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, all Owners, and all parties claiming by, through or under the Dedicator until January 1, 1997, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 1997, the Owners of a majority of the Lots herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Austin County, Texas, release any Lot or Lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any Lot Owner with respect to any such land.

17. Additional Subdivision. As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land near BRAZOS COUNTRY SECTION FIVE from time to time so as to develop same as a part of BRAZOS COUNTRY SUBDIVISION, a subdivision in Austin County, Texas ("BRAZOS COUNTRY"). Dedicator has previously developed BRAZOS COUNTRY SECTION ONE, BRAZOS COUNTRY SECTION TWO, BRAZOS COUNTRY SECTION THREE and BRAZOS COUNTRY SECTION FOUR. Dedicator therefore reserves the right to add to BRAZOS COUNTRY SECTION FIVE from time to time other land near BRAZOS COUNTRY SECTION FIVE (as presently existing and shown on the subdivision plat); to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Dedicator shall deem advisable, whether more or less stringent than those provided herein; to extend the access easement and streets shown on the subdivision plat so as to serve such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; and to grant to the purchasers of such additional subdivided land the right to become members of the Association and to use any streets and access easements provided for herein. It is specifically understood that Dedicator may, but is not obligated to, develop some additional land for single family residences, some for apartments, some for condominiums, and some for commercial uses and may at its election create and install recreational facilities. Unless otherwise provided in the instrument creating any such future subdivision of BRAZOS COUNTRY, all purchasers of Lots in BRAZOS COUNTRY SECTION FIVE, and all purchasers of lots in such additional subdivisions shall

EXHIBIT "A"

Being a tract or parcel containing 83.2609 acres of land situated in the Joseph Newman Survey, Austin County, Texas, and being a portion of a called 1,013.076 acre tract of record in Volume 361, Page 862 of the Austin County Deed Records (A.C.D.R.), said 83.2609 acre tract being more particularly described as follows:

COMMENCING for reference at a point marking the most northerly corner of Brazos Country, Section One of record in Volume 1, Pages 13 and 14 of the Map Records of Austin County, Texas, and being in the southeasterly right-of-way (R.O.W.) line of Chew Road, 60.00 feet wide;

THENCE, North 46°01'11" East, 1500.35 feet along the southeasterly R.O.W. line of said Chew Road to the POINT OF BEGINNING and the most westerly corner of the herein described tract;

THENCE, continuing along said southeasterly R.O.W. line, North 46°01'11" East, 1140.20 feet to an angle point;

THENCE, North 27°36'46" East, 57.20 feet to an angle point;

THENCE, North 38°54'00" East, 31.97 feet to an angle point;

THENCE, North 46°04'53" East, 1465.68 feet to an angle point;

THENCE, North 46°03'47" East, 200.00 feet to a 5/8 inch iron rod found for the most northerly corner of the herein described tract;

THENCE, South 43°56'13" East, 200.00 feet to a 5/8 inch iron rod found for corner;

THENCE, South 17°41'13" East, 950.00 feet to a 5/8 inch iron rod found for corner;

THENCE, South 24°49'03" West, 870.35 feet to a 5/8 inch iron rod found for corner;

THENCE, South 18°52'58" West, 338.99 feet to a 5/8 inch iron rod found for corner;

THENCE, South 56°18'28" West, 564.41 feet to a 5/8 inch iron rod found for corner;

THENCE, South 35°26'56" West, 625.64 feet to a 5/8 inch iron rod found for corner;

THENCE, North 74°17'26" West, 346.57 feet to a 5/8 inch iron rod found for corner;

THENCE, North 44°17'26" West, 450.00 feet to a 5/8 inch iron rod found for corner and in the arc of a curve;

THENCE, North 18°46'19" East, 78.00 feet to a point for corner;

THENCE, North 63°45'51" West, 114.91 feet to a point at the beginning of a curve;

THENCE, 86.53 feet along the arc of a curve to the left, having a central angle of 16°31'30", a radius of 300.00 feet and a chord which bears North 72°01'36" West, 86.23 feet to a point for corner;

THENCE, North 43°58'49" West, 190.20 feet to a point for corner and in the arc of a curve;

THENCE, 78.40 feet along the arc of a curve to the right, having a central angle of $69^{\circ}50'05''$, a radius of 50.00 feet and a chord which bears North $43^{\circ}58'49''$ West, 70.61 feet to a point for corner;

THENCE, North $43^{\circ}58'49''$ West, 204.85 feet to the POINT OF BEGINNING and containing 83.2609 acres of land.

