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THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF THE PROPERTY AND THE CLUB PROPERTY.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CIMARRON HILLS**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CIMARRON HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIMARRON HILLS is made this ____ day of _____, 2001 by, PALOMA CIMARRON HILLS, L.P., a Texas limited partnership (hereinafter referred to as "Declarant"), and joined by CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership (hereinafter referred to as "Club") and CIMARRON HILLS COMMUNITY ASSOCIATION, INC., a Texas not-for-profit corporation (hereinafter referred to as the "Association").

A. Declarant holds title to that certain real property located in Williamson County, Texas, as defined in this Declaration as the "Property."

B. Declarant intends to develop the Property (including any Additional Property added thereto) in accordance with this Declaration as a master planned residential community to be known as Cimarron Hills.

C. Declarant has caused an association, named Cimarron Hills Community Association, Inc., to be formed for the purposes set forth in this Declaration and the Articles of Incorporation for the Association.

STATEMENT OF DECLARATION

The Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations, assessments and other provisions set forth in this Declaration, which shall run with the Property, shall bind all parties having any right, title, or interest in any part of the Property, their successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof and which shall read as follows:

**ARTICLE I
DEFINITIONS**

1. ADDITIONAL PROPERTY

"Additional Property" shall mean any real property owned by Declarant that may be subjected to this Declaration by Declarant from time to time in accordance with the terms of this Declaration. Prior to the Turnover Date (as hereinafter defined), Declarant, may in

its sole and absolute discretion, designate real property owned or acquired by Declarant as Additional Property.

2. AREA OF COMMON RESPONSIBILITY

"Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, a resolution of the Board of Directors of the Association, or an agreement with the Club, or a governmental agency, shall become the responsibility of the Association, including without limitation canals, lakes, reservoirs and other public areas located within or adjacent to the Property designated by Declarant as part of the Area of Common Responsibility.

3. ARTICLES

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

4. ASSESSMENT

"Assessment" shall mean and refer to charges levied against Lots to fund Common Expenses and any other expenses of the Association and shall include Common Assessments and Special Assessments.

5. ASSOCIATION

"Association" shall mean and refer to Cimarron Hills Community Association, Inc. and its successors or assigns. The Association is the property owners' association for the entire Community.

6. BOARD OF DIRECTORS OR BOARD

"Board of Directors" or "Board" shall mean and refer to the governing body of the Association.

7. BUILDER

"Builder" shall mean a Person who acquires a Lot for the purpose of constructing and reselling a Unit on it.

8. BY-LAWS

"By-Laws" shall mean and refer to the By-Laws of the Association, as the same may be adopted or amended from time to time.

9. CIMARRON HILLS ARCHITECTURAL REVIEW COMMITTEE

"Cimarron Hills Architectural Review Committee" or "ARC" shall mean the committee formed to consider, review and act upon all proposals, plans, applications, or submittals related to the development of single family residential homesites in Cimarron Hills submitted in accordance with the Improvement Requirements set forth in the Community Design Book for Cimarron Hills attached hereto as Exhibit "C" and made a part hereof for all purposes; to maintain the architectural and environmental character of Cimarron Hills; to administer and enforce the design review and construction process for the construction of single family residences on developed lots in Cimarron Hills; and to promulgate and amend the Improvement Requirements set forth in the Community Design Book for Cimarron Hills.

10. CLUB

"Club" shall mean Cimarron Hills Country Club, L.P., a Texas limited partnership, which shall own and operate the Club Property.

11. CLUB PROPERTY

"Club Property" shall mean all of the real property owned by the Club or its successors or assigns legally described on Exhibit "B" attached hereto, plus all of the recreational and social facilities constructed thereon, which will be operated by the Club or its successors or assigns and commonly known as Cimarron Hills Country Club, including, without limitation, the Golf Course, Driving Range, Putting Green, Golf Clubhouse and related facilities, Swim/Racquet Clubhouse and related facilities. THE CLUB PROPERTY IS NOT COMMON AREA.

12. COMMON AREA

"Common Area" or "Common Areas" shall mean all of the real property owned by the Association, plus all property designated as Common Areas in any future Supplemental Declaration or any portion of a plat or replat of the Property dedicated to or for the Association together with any improvements thereon and any personal property owned by the Association, and which are intended for the common use and enjoyment of all Members of the Association. Common Area shall also include the Exclusive Common Area unless the context otherwise requires.

13. COMMON ASSESSMENTS

"Common Assessments" shall mean those Assessments for which all Members of the Association are responsible to pay for Common Expenses.

14. COMMON EXPENSES

"Common Expenses" shall mean the actual and estimated costs and expenses incurred or to be incurred by the Association for the general benefit of all Owners, including any reasonable reserves for deferred maintenance, repairs or replacements, which the Board of Directors may find necessary and appropriate.

15. COMMUNITY

"Community" shall mean the master planned community to be known as Cimarron Hills.

16. COMMUNITY DESIGN BOOK

"Community Design Book" is the information resource for Owners and Builders of homesites in Cimarron Hills, their architects, contractors and landscape consultants, setting forth the physical and environmental elements of design, both architectural and landscaping, that incorporate the Improvements Requirements for the construction of residential improvements on a Lot in Cimarron Hills. The Community Design Book is attached hereto as Exhibit "C" and made a part of this Declaration by reference for all purposes.

17. COMMUNITY-WIDE STANDARDS

"Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Community, as set forth in this Declaration or as may be specifically determined by the Board of Directors and the ARC.

18. DECLARANT

"Declarant" shall mean and refer to Paloma Cimarron Hills, L.P., a Texas limited partnership, or one of its successors or assigns; provided, however, that any assignment of the rights of the Declarant, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder. The Declarant may assign all or part of its rights hereunder by a Supplemental Declaration.

19. DECLARATION

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Cimarron Hills, as the same may be amended or supplemented from time to time.

20. DOCUMENTS

"Documents" shall mean this Declaration (including the Community Design Book attached hereto), and the Articles, By-Laws, and Rules and Regulations of the Association.

21. EXCLUSIVE COMMON AREA

"Exclusive Common Area" shall mean and refer to certain portions of the Common Area, including any improvements and fixtures thereon, the use of which has been granted exclusively or primarily to one or more, but less than all, Units for the common use and enjoyment of Owners of such Units. Such Exclusive Common Area shall be designated by Supplemental Declaration.

22. IMPROVEMENT

"Improvement" shall mean every structure and all appurtenances thereto of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, pipes, lines, meters, and other facilities used in connection with construction of a Unit on a Lot.

23. IMPROVEMENTS REQUIREMENTS

"Improvements Requirements" are the requirements as set forth in the Community Design Book that governs the construction of any Improvements on any Lot.

24. INSTITUTIONAL MORTGAGEE

"Institutional Mortgagee" shall mean: (a) any generally recognized lending institution having a first mortgage lien upon a Lot or (b) such other lenders as the Board of Directors shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot.

25. LOT

"Lot" shall be an inclusive term referring to a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as a residence and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, condominium units, villas, patio homes, and single-family homes, as well as vacant land intended for development as such, all as may be developed, used and defined as herein provided or as provided in a Supplemental Declaration covering all or a part of the Property. The term shall include all portions of the Lot owned as well as any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the site plan approved by Declarant until such time as a subdivision plat has been recorded in the Official Public Records of Williamson County, Texas on all or a portion thereof. After a subdivision plat has been recorded on all or a portion thereof, the portion designated in that plat shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

26. MASTER PLAN

"Master Plan" shall mean and refer to the plan for the development of the Property, as the same may be amended or supplemented from time to time.

27. MEMBER

"Member" shall mean and refer to a Person entitled to membership in the Association. All Owners shall be Members of the Association; provided, however, that there shall be no more than one Member for each Lot. In addition, Declarant and the Club shall also be Members of the Association as described more fully in Article VIII, Section 1 hereof and the By-Laws of Association.

28. OWNER

"Owner" shall mean and refer to the record owner of fee simple title to a Lot (including Declarant, Builders and the Club, but specifically excluding any party holding an interest merely as security for the performance of an obligation). The term Owner may also include any other Person who owns any portion of the Property other than the Association.

29. PERSON

"Person" means any individual, corporation or other legal entity.

30. PLAT

"Plat" shall mean a subdivision plat of any portion of the Development as recorded in the Official Public Records of Williamson County, Texas, and any amendments thereto.

31. PROPERTY

"Property" shall mean and refer to the real property legally described on Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

32. SPECIAL ASSESSMENT

"Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 5 hereof.

33. SUPPLEMENTAL DECLARATION

"Supplemental Declaration" shall mean a supplement to this Declaration executed by or consented to by Declarant in accordance with Article II, Section 2 hereof.

34. TURNOVER DATE

"Turnover Date" shall mean the date on which the Class "B" Membership ceases to exist and is converted to a Class "A" Membership, as further described in Article VIII, Section 3 hereof.

35. UNIT

"Unit" shall mean and refer to any structure constructed on a Lot, including without limitation, single-family homes and condominium units.

ARTICLE II GENERAL PLAN FOR DEVELOPMENT

1. PLAN FOR DEVELOPMENT

(a) In General. Declarant presently plans to develop the Property as a multi-phased residential community with golf and related recreational amenities, various common areas, in accordance with the Master Plan and subject to any required governmental approvals. Declarant also reserves the right to develop any portion of the Property for commercial uses in accordance with this Declaration, the Master Plan and any applicable governmental approvals. Declarant reserves the right to modify the Master Plan in its sole discretion from time to time and the consent of the Association, any Owner and any mortgagee of any Owner shall not be required in connection therewith.

(b) Declaration; Association. This Declaration is not a declaration of condominium. No portion of the Property is submitted by this Declaration to the condominium form of ownership; provided, however Declarant reserves the right to set aside certain portions of the Property for condominium or townhouse use, subject to the terms of this Declaration. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Property as set forth more fully in the Documents.

2. SUPPLEMENTAL DECLARATIONS

Declarant shall have the right, alone and in its sole discretion, to execute and record in the Official Public Records of Williamson County, Texas, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

3. ANNEXATION OF ADDITIONAL PROPERTY

(a) Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right, privilege, and option, in its sole discretion, to subject any additional property to the provisions of this Declaration and to the administration of the Association by filing a Supplemental Declaration in the Official Public Records of Williamson County, Texas. Such Supplemental Declaration shall not require the consent of any of the Owners, any mortgagee of any Owner or the Association, but shall require the consent of the owner of such additional property, if the owner of such additional property is other than Declarant. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the right, in its sole discretion, to transfer to

any other Person the right, privilege, and option to annex additional property which is reserved herein to Declarant, provided that such transfer is memorialized in a Supplemental Declaration.

(b) After the Turnover Date. Following the Turnover Date, Declarant shall have the unilateral right, privilege and option, to subject to the provisions of this Declaration and the jurisdiction of the Association from time to time and at any time all or any additional property owned by Declarant, or one of its successors or assigns. Such annexation shall be accomplished by filing in the Official Public Records of Williamson County, Texas, a Supplemental Declaration annexing such additional property. Such Supplemental Declaration shall not require the consent of any of the Owners, any mortgagee of the Owners or the Association, but shall require the consent of the owner of such additional property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Following the Turnover Date, the Association may not subject any property to the provisions of this Declaration and the jurisdiction of the Association without: (a) the affirmative votes of a majority of the Class "A" Members of the Association either in writing or present, in person or by proxy, at a meeting duly called for such purpose, (b) the consent of the owner of such property, (c) the consent of the Club, and (d) the consent of Declarant so long as Declarant owns any portion of the Property.

4. AMENDMENT OF ARTICLE

This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any portion of the Property or the Additional Property, and the consent of the Club.

ARTICLE III LAND DESIGNATION AND ADMINISTRATION

1. IN GENERAL

The Property may be subjected to designated uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any use for the Property consistent with the terms of the Master Plan, this Declaration and applicable law. Without limiting the foregoing, the Property may be used in the following manner:

(a) Residential Areas. Residential areas shall be those areas used for residential use, which shall include Lots and improvements associated with residential purposes and uses including, but not limited to streets, driveways, sidewalks, entranceways, street lighting, open spaces, parking spaces, landscaping, swimming pools, other recreational facilities and other areas or amenities appurtenant to the Lots. Unless otherwise provided in a Supplemental Declaration, each Owner shall be responsible for the maintenance of his or her Lot.

(b) Common Area, Exclusive Common Area

(1) In General: Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of use and enjoyment in the Common Area to the members of his or her family, lessees and invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. Declarant shall determine the manner of making improvements to all Common Area and the use thereof so long as Declarant owns any portion of the Property, and, thereafter, the Association shall have the same right provided the general quality of the Master Plan is not materially and detrimentally changed.

(2) Administration and Operation: The administration and operation of the Common Area shall be the responsibility of the Association, except that the Association with the prior consent of the accepting party may assign or delegate such responsibility, in whole or in part, exclusively or non-exclusively, and permanently or temporarily, for any portion of the Common Area to the Club, a governmental entity or other Person determined to be appropriate by Declarant so long as Declarant owns any portion of the Property.

(3) Certain Declarant Rights: Declarant shall have the right, so long as Declarant owns any portion of the Property, to, in its sole and absolute discretion, alter the boundaries of the Common Area and construct, develop or modify the Common Area and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant, in its sole discretion, without the joinder or consent of any Person, including, without limitation, the Association, any Owner or any mortgagee of any Owner.

(4) Declarant Approval: The Association shall not abandon, partition, alienate, release, transfer, hypothecate, or otherwise encumber the Common Area so long as Declarant owns any portion of the Property without the prior written approval of Declarant and, thereafter, without the prior approval of a majority of the votes eligible to be cast by the Class "A" Members and the consent of the Class "C" Member. The preceding sentence shall not prohibit the Association from granting such easements over, under and above Common Area as are reasonably necessary or appropriate for the development and operation of the Property in a manner consistent with the provisions of this Declaration, nor shall the foregoing prohibit the Association from encumbering Common Area provided such encumbrances are solely to secure loans obtained for improving Common Area, and the lien of such encumbrance is not superior to the provisions of this Declaration.

(5) Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Areas and reserved for the exclusive use of Owners and occupants of specific Lots as determined by the Declarant or the Association. By way of illustration and not limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular area.

(c) Other Uses. Declarant may use any portion of the Property for commercial purposes. Any such use shall be designated by Declarant in a Supplemental Declaration, and Declarant may, in any such Supplemental Declaration, set forth any restrictions, conditions and covenants that run with such portion of the Property. Declarant may also set forth any rights and obligations of the Owner of such portion of the Property, and the manner in which such portion of the Property shall be administered and assessed under this Declaration. Notwithstanding the foregoing, a portion of the Property may be used as a sales center for the sale and resale of Lots and Units within the Community and/or memberships in the Club. Declarant may assign, in whole or in part, its rights under this Article III, Section 1(c).

2. DISPUTES AS TO USE

If there is any dispute as to whether the designation of any portion of the Property complies with this Declaration, any Supplemental Declaration, or any other documents, then, so long as Declarant owns any portion of the Property, the dispute shall be referred to Declarant. After Declarant no longer owns any portion of the Property, the dispute shall be referred to the Association. The determination rendered by Declarant or the Association, as the case may be, shall be final and binding on all Persons involved in the dispute.

ARTICLE IV DEVELOPMENT OF COMMON AREAS

1. CONSTRUCTION AND INSPECTION OF COMMON AREA

Declarant (or Builders) will construct, furnish and equip, at its sole cost and expense, Common Area. Upon completion of construction of Common Area, Declarant (or the Builder, as the case may be) will engage independent licensed inspectors to inspect any Common Area improvements to determine if they were built in substantial accordance with the applicable plans and specifications as modified by any change orders. Any repairs indicated by the inspection reports shall be completed by Declarant (or by the Builder if the improvements were constructed by a Builder), at its sole cost and expense.

2. TRANSFER OF COMMON AREA

On or before the Turnover Date, Declarant agrees to convey, transfer, assign and deliver to the Association, and the Association shall accept from Declarant, Declarant's interest in the Common Area as the same exists on the date of conveyance.

3. DISCLAIMER OF WARRANTIES

The Association agrees that the Common Area shall be conveyed in its "AS IS, WHERE IS" condition and without warranty or representation, express or implied, and without recourse, and Declarant disclaims and makes no representations, warranties or other agreements express or implied with respect thereto, including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular

purpose, and representations or warranties regarding the condition, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to utilization or the future economic performance or operations of the Common Area. Neither the Association nor any Owner shall have the right to make any claim against the Declarant relating to the condition, operation, use, accuracy or completeness of the Common Area or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties that it receives from manufacturers and suppliers relating to any of the Common Area that exist and are assignable.

ARTICLE V USE RESTRICTIONS

1. IN GENERAL

The Property shall be used only for residential, recreational, and related business and commercial purposes, which purposes may include, without limitation, offices for any property manager retained by the Association or business, sales, or real estate offices for Declarant or the Association and other businesses which serve and are a part of the Community, as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have authority to make, and the Association acting through its Board of Directors shall have the authority to enforce, standards and restrictions governing the use of the Property in addition to those contained herein and in the Community-Wide Standards. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the provisions of this Article.

(a) Accessory Structures. Tool sheds, storage sheds or structures of a similar kind or nature are not permitted on any part of the Property.

(b) Air Conditioning Units. Except as may be permitted by the ARC, no window air conditioning units may be installed in any Unit.

(c) Animals and Pets. No animals, reptiles, livestock, outdoor cats, pigs, wildlife or poultry or any kind shall be raised, bred or kept on any portion of the Property, except that dogs, indoor cats or other usual and common household pets may be permitted on a Lot. No pets are permitted to roam free, make objectionable noise, or constitute a nuisance or inconvenience to the other Members of the Association. If the Board of Directors determines, in its sole discretion, that any Owner's household pet endangers the health and safety of the Members of the Association, makes objectionable noise, or constitutes a nuisance or inconvenience to the other Members of the Association, the Board of Directors shall give the Owner written notice requesting the Owner to take all necessary corrective action to eliminate such objections, and if the Owner fails to timely take such corrective action, the Board of Directors shall have the right to (i) levy fines against the Owner enforceable by liens against the Owner's Lot as set forth in Article IX, Section 7 hereof, (ii) file suit against the Owner seeking

all appropriate judicial relief, including, without limitation, injunctive relief, or (iii) contact the applicable governmental authorities to have the pet removed from the Property. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times whenever they are outside the Owner's Unit be confined on a leash held by a responsible person, except for dogs which are confined in a fenced dog run area on such Owner's Lot that has been approved in writing by the ARC. No household pet may be "staked" outside the Owner's Unit on a leash. For purposes of this section, "objectionable noise" includes, but is not limited to, dogs barking for more than ten (10) minutes and more than two (2) times an hour for more than ten (10) minutes. The Board of Directors, in its sole discretion, shall have the right to establish such other rules and regulations relating to "objectionable noise" or maintaining household pets on a Lot or on the Property, and to establish fines and other penalties relating to household pets.

(d) Antennas, Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Unit or Lot, except as permitted by the ARC. The Association may, but shall not be required, to enter into a bulk rate cable television agreement to provide cable television service to all of the Lots as provided in Article XIX hereof. The enforcement of this sub-section and the Community Design Book standards shall be subject to then current Federal Communication Commission rules governing restrictions which impair reception of television broadcast signals, direct broadcast satellite services or multi-channel, multipoint distribution systems.

(e) Artificial Vegetation, Exterior Decorations, and Seasonal Decorations. No artificial vegetation shall be permitted on any Lot. The ARC must approve any exterior decorations, including without limitation, sculptures, ornaments, fountains, flags, and similar items. In keeping with the desire to maintain a low ambient light level in the Community, the use of exterior lighting as decoration is limited to the period between Thanksgiving and one week after New Year's weekend as set forth in guidelines for seasonal decorations as published by the ARC.

(f) Garbage Cans, Mechanical Equipment. Garbage cans, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and the Club Property. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon.

(g) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall

be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Property or its use of any Units it owns within the Property.

(h) Decks. Decks must be located at the rear of Units and must be approved by the ARC. The configuration, detail and railing design of a deck should be harmonious with the architectural style of the Unit and the Community.

(i) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Declarant, the Club or the Association, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the Club and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.

(j) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot or Unit unless it is an integral and harmonious part of the architectural design of the Lot or Unit, as determined in the sole discretion of the ARC. Under no circumstances shall solar panels be installed so as to be visible from any street in the Community or from any portion of the Club Property and must be a part of the original plan submitted to the ARC. Energy conservation equipment cannot be added at a later date without the written approval of the ARC.

(k) Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

(l) Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Property shall be installed, constructed or operated by any Person, other than the Association, Declarant or the Club, without the prior written approval of the ARC. All Lots are required to have an underground irrigation system.

(m) Lighting. Prior to installation, the ARC must approve all exterior lighting.

(n) Mailboxes and Exterior Hardware. Individual mailboxes and newspaper delivery tubes are not permitted. Declarant will install community mailbox areas for all Owners. The Association will maintain all community mailbox areas. The style and design of all lettering, numbering and exterior hardware must be in accordance with the Design Guidelines.

(o) Maintenance of Lots.

(i) Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be placed or suffered to remain upon any Lot. All landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All landscaping is subject to the landscaping design guidelines set forth in Community Design Book.

(ii) Painting. The painting of the exterior of all Units shall be properly maintained. No excessive cracks, peelings, strippings or mildew shall be allowed to remain unremedied. All Owners must repaint the exterior of their Unit and Improvements with the original color approved by the ARC. The ARC must approve any color changes in advance.

(iii) Roofing. The roofs of all Units shall be maintained in a clean, neat and attractive condition with a full complement of roof tiles.

Upon the failure to maintain the premises as aforesaid to the satisfaction of the Association, the Association may, but shall not be required to, enter upon such premises and make such improvements or corrections as may be necessary, the costs of which along with an administrative surcharge of fifty percent (50%) of such amount shall be assessed against the affected Owners in accordance with Article X hereof or as may be determined by the Board of Directors from time to time.

(p) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Units. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property.

(q) Occupants Bound. All provisions of this Declaration, the By-Laws, the Articles and the Rules and Regulations or any use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the By-Laws, the Articles and the Rules and Regulations and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, By-Laws, Articles and Rules and Regulations.

(r) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water

heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground and approved by the ARC.

(s) Vehicles/Parking.

(i) Vehicles to be Kept in Garages. All vehicles to be kept on a Lot by the Owner or occupant shall, after sunset, be housed inside the enclosed garage. If an owner has more vehicles than garage space up to two (2) vehicles may be parked in the driveway. No vehicles of any kind, whether owned or operated by an Owner or occupant shall, in lieu of being parked inside the enclosed garage or in the driveway as provided above, be parked at any time on any street within the Property. Garage doors shall remain closed at all times except during ingress and egress.

(ii) Only Current Licensed Vehicles Permitted. No motor vehicle without a current inspection sticker and license, and no motor vehicle with a designation of over ¾ ton shall be kept within the Property, without the prior written approval of the Board of Directors.

(iii) Trucks, Trailers and Inoperable Vehicles. Trailers, graders, trucks (other than pick-ups), tractors, inoperable vehicles, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck (other than minor emergency repairs), except in garages or other structures.

(iv) Garage Doors to Remain Closed. Garage doors will be kept completely closed at all times except when a vehicle enters or exits, a person is present in the garage, a person is engaged in yard work, or there is any other activity in progress outside the Residence which is facilitated by an open garage door.

(v) Prohibited Use of Parking Space in Garage. Each garage in a Unit located on a Lot must contain a minimum of two (2) parking spaces ("Garage Parking Spaces") that are exclusively reserved for the parking of two (2) operable vehicles for use by the Owner of the Lot. Garage Parking Spaces may not be used for parking of boats, sport watercraft, motorcycles, bicycles or other recreational vehicles, and additional parking spaces in a garage must be designed for such recreational vehicles. Storage space and work areas are permitted in garages as long as such areas are in addition to the Garage Parking Spaces. Use of Garage Parking Spaces for work area/storage (including inoperable vehicles, boats, sport watercraft, motorcycles, bicycles, recreational vehicles, boxes, toys, exercise equipment, furniture, and work bench) to the exclusion of one or more vehicles is strictly prohibited.

(vi) Towing. Any vehicle parked in violation of this paragraph (s) or parking rules promulgated by the Board may be towed in accordance with applicable law.

(vii) Delivery and Service Vehicles. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.

(t) Playground, Play Equipment, Basketball Hoops, Strollers. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets, adjacent Lots, or property adjacent to the Unit. No such items shall be allowed to remain in the open so as to be visible from adjacent property when not in use. Notwithstanding the above, the Board of Directors may, but shall not be obligated, to permit swing sets and similar permanent playground equipment to be erected within the Community provided the ARC approves them. Any playground or other play areas or equipment furnished by the Association or erected within the Community shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. All basketball hoops, backboards and other such items shall be subject to the approval of the ARC; provided, however, portable regulation basketball hoops are not permitted at any time. No basketball hoop will be installed on any Lot that permits play in the streets. Sport and tennis courts will usually not be approved for lots unless special mitigating measures are applied, and then only upon the approval of the ARC on a case-by-case basis.

(u) Pools. No pools or spas shall be erected, constructed or installed on any Lots unless approved by the ARC.

(v) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Community. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Lot during daylight hours (except for emergency repairs) for such period of time as is reasonably necessary to provide service or make a delivery to a Lot. This paragraph shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Association, Declarant or their designees.

(w) Roadways, Sidewalks, Driveways. All utilities within the Property shall be installed underground. Utility lines, including without limitation cable television and gas, may only be installed, repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

(x) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Each Owner is solely and exclusively responsible to maintain such fences, walls, hedges or shrub planting on such Owner's Lot to insure no traffic or sight distance problems exist. The Association has no duty or obligation to maintain any such fences, walls, hedges or shrub planting on any Owner's Lot, and all Owners shall indemnify and hold the Declarant and the Association harmless of and from any and liability, damage, claim, obligation or cause of action arising out of any Owner failing to properly maintain such fence, wall, hedges or shrub planting that in any manner cause or relate to traffic or sight distance problems.

(y) Signs and Flagpoles. No signs (including, without limitation, "For Sale" signs, "For Lease" signs, political signs, contractor signs or any other signs), billboard, advertisement, or flagpole shall be erected except as otherwise specifically permitted by the ARC. The Board of Directors, in its discretion, shall have the right to erect signs it deems appropriate.

(z) Subdivision of Unit and Timesharing. No Lot shall be subdivided or its boundary lines changed except by Declarant. No Unit shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years, except that Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Units which it owns. This paragraph shall not prohibit ownership of a Unit by up to four (4) joint tenants or tenants-in-common.

(aa) Tents, Trailers and Temporary Structures. Except as may be permitted by the ARC during initial construction within the Community, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed within the Community.

(bb) Tree Removal. No trees, other than diseased or dead trees or for safety reasons, shall be removed unless approved by the ARC. Any stumps resulting from trees being damaged by acts of God must be removed. This Section shall not apply to Declarant or the Club.

(cc) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except as otherwise specifically permitted by Declarant or the ARC.

(dd) Walls and Fencing. Except as otherwise specifically permitted by the ARC or in the Community Design Book, walls and fencing on a Lot shall not be permitted.

(ee) Wells. No private wells are permitted on any Lot without the prior written approval of Declarant or the ARC.

(ff) Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted unless otherwise permitted by Declarant or the Board of Directors and provided further without the prior approval of the Club if such areas are located on the golf course. Neither the Declarant, the Association nor the Club shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by Declarant, the Association, or as approved pursuant to Article VI of this Declaration. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Lot or to change the bulkhead line on any Lot bounded by a wetland, lake, or other body of water unless approved in accordance with Article VI of this Declaration. This paragraph shall not restrict the use of water for the Club Property.

2. LEASING OF UNITS

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) In General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Association. The Owner must make available to the lessee copies of this Declaration, the By-Laws, the Articles and the Rules and Regulations. This paragraph shall not apply to leasing by Declarant or its successors, assigns or affiliates.

(ii) Compliance with Declaration, By-Laws, Articles and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the By-Laws, the Articles and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, the Articles and the Rules and Regulations adopted pursuant thereto.

(iii) Information to Association. All Owners that lease their Unit must provide the name, address, and telephone number(s) of a person located in the Williamson or Travis County area (whether owner or representative) who has the authority to respond on behalf of Owner as to any matter related to the Unit or such Owner's tenant. Owner shall provide a copy of the lease if requested to do so by the Board of Directors.

3. EXCULPATIONS AND APPROVALS

Declarant, the Association, the ARC, the Club and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC, the Club or any of their agents under this Declaration shall be, in writing, and binding upon all Persons.

4. COMMUNITY-WIDE STANDARDS, RULES AND REGULATIONS

The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the

use, operation and enjoyment of all or a portion of the Property, the Common Area, the Exclusive Common Area and any improvements located thereon including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation.

5. FINES; ENFORCEMENT

(a) Fines for Violations: The Board is hereby authorized to set out a schedule for fines for violation of this Declaration, the Community Design Book and/or any other rules and regulations of the Association. The Board may, from time to time, set and adjust the amount of the fines for each type of violation. The amount of the fine if not paid when charged shall become an assessment against the Owner's Lot and shall be secured by the lien securing assessments described in Article IX, Section 7, and shall be subject to the same penalties for non-payment, including but not limited to judicial and non-judicial foreclosure. The Association shall have the authority to collect any fines imposed under this or any other provision of this Declaration.

(b) Enforcement Procedures: Whenever an Owner, guest or tenant violates any of the (i) provisions set forth in this Declaration, (ii) Community Design Book, or (iii) the rules and regulations adopted by the Association, such violations shall be brought to the attention of the Property Manager or the Board of Directors. The Board of Directors or the Property Manager shall mail a letter to the Owner involved, advising the Owner of the alleged violation and requesting that it be corrected within a specified time frame as determined by the Board of Directors, but not less than ten (10) days after the date of the notice, except in an emergency.

(c) Remedies. In the event such violation is not corrected within the prescribed period of time, the Board of Directors may exercise one or more of the following remedies:

(i) Self Help. The Board may cure the violation by having such maintenance and work performed as is reasonably necessary to cure the violation. Written notice shall be sent to the Owner prior to work being performed.

(ii) Lien. The Board may cause to be recorded in the Official Public Records of Williamson County, Texas a written notice of lien against the Owner's Lot for the violation and all amounts of money owed to the Association including assessments, reimbursement, attorney's fees and fines.

(iii) Fines. The Board may assess a separate fine against the Owner for each violation. Unless fines for a specific violation are listed in the Community Design Book or modified by Board action, the fine shall be \$150.00. Repeat violations can result in progressively higher fines as determined by Board action. Before the Board may levy a fine, it shall give to the Owner a written notice that:

- (1) describes the violation and states the amount of the proposed fine;

(2) states that not later than the 10th day after the date of the notice, the Owner may request a hearing before the Board to contest the fine;

(3) allows the Owner a reasonable time, by a specified date, to cure the violation; and

(4) if a fine is assessed and not paid within thirty (30) days, the fine will be doubled by Board action. If a fine is assessed and the Owner does not come into compliance and pay the fine, a lien will be filed.

The Board may give a copy of the Notice to an occupant of the Lot.

(iv) Lawsuit. The Board may cause a lawsuit to be filed against the Owner seeking damages, injunctive relief, reasonable attorney's fees and court costs.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy provided in the Declaration or by law or equity.

ARTICLE VI ARCHITECTURAL STANDARDS AND REVIEW

1. IN GENERAL

All construction improvements and modifications shall comply with the Master Plan, the Community Design Book, and the applicable building regulations and standards established by the applicable governmental authority from time to time as well as the terms and conditions set forth in this Declaration. EACH OWNER AND BUILDER ACKNOWLEDGES THAT PRIOR TO SUBMITTING AN APPLICATION FOR A BUILDING PERMIT FOR ANY CONSTRUCTION OR IMPROVEMENT, THE PLANS FOR SUCH CONSTRUCTION OR IMPROVEMENT SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE AS SET FORTH IN THE COMMUNITY DESIGN BOOK.

2. ARCHITECTURAL STANDARDS

No construction (which term shall include, without limitation, staking, clearing, excavating, grading, and other site work), no exterior alteration, improvement or modification of existing improvements, no change in materials or color, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and the Community Design Book, and until the Final Design Approval has been issued by the ARC as set forth in Section 7.7 of the Community Design Book and a notice granting Permission to Begin Construction has been issued by the ARC or the Design Review Administrator appointed by the ARC as set forth in Section 8.7 of the Community Design Book. In addition to the fees set forth in the Community Design Book, the Board of Directors may establish reasonable fees to be charged by the ARC on behalf of the Association for review of any application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the approved plans and specifications.

This Article shall not apply to any construction on or improvements or modifications to the Common Area made by or on behalf of the Association or to the activities of Declarant. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARC established in this Article VI. This Article may not be amended without the Declarant's prior written consent so long as the Declarant owns any portion of the Property.

The ARC shall have exclusive jurisdiction to review and approve all original construction, or any additions or modifications to originally submitted plans, on any portion of the Property in accordance with the Community Design Book. Declarant retains the right, so long as Declarant owns any portion of the Property, to appoint all members of the ARC, which shall consist of not less than three, nor more than five, persons. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

The design and development guidelines and application and review procedures for the construction of Improvements are set forth in the Community Design Book. A copy of the Community Design Book is attached hereto as Exhibit "C" and made a part hereof for all purposes. The ARC shall have sole and full authority to amend the Community Design Book. The Community Design Book is available to Owners and Builders who seek to engage in development of or construction of Improvements upon all or any portion of the Property, and such Owners and Builders shall conduct their operations strictly in accordance therewith.

3. NO WAIVER OF FUTURE APPROVALS

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters whatever subsequently or additionally submitted for approval or consent.

4. VARIANCE

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless it is reduced to writing. No variance shall estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. NO LIABILITY

No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Association, Declarant or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval

by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the ARC shall have any right to rely thereon, and any review or approval by the ARC will create no liability whatsoever of the ARC, Declarant or the Association to any other Person or party whatsoever.

6. COMPLIANCE

Any Owner, Builder, or contractor, subcontractor, agent or employee of an Owner or Builder who fails to comply with the terms and provisions of the Community Design Book or any other guidelines and procedures promulgated by the ARC may be fined and/or excluded by the Board of Directors from the Property without liability to any Person, subject to the notice and hearing procedures contained in the By-Laws, and any improvements constructed in violation of this Section may be razed by the Association without payment or liability to any Person. A schedule of fees and deposits required for any review or approval of any plan or application are set forth in Appendix B of the Community Design Book and a schedule of fines is set forth in Appendix C of the Community Design Book.

7. RIGHTS OF THE CLUB

The Club shall be given notice of all meetings of the ARC wherein the construction or improvement under consideration (or any portion thereof) is contiguous to the Club Property. If in the reasonable opinion of the Club the construction or modification being reviewed has a material adverse impact on the golf course whether by restriction of view, hazards to person or otherwise, then, in that event, the Club may disapprove the proposed construction irrespective of the approval of same by the ARC and shall provide the ARC and the Owner with the Club's objections to the proposed construction or modification. In such event, the Owner shall resubmit to the ARC the proposed construction or modification so as to take into account the objections of the Club.

ARTICLE VII CIMARRON HILLS COMMUNITY ASSOCIATION, INC.

1. ORGANIZATION

The Cimarron Hills Community Association, Inc. (the "Association") shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2. POWERS

The Association shall have the powers of a Texas nonprofit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or

by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers at all times:

(a) Rules and Regulations. To make, establish and promulgate, and in its discretion to amend from time to time or repeal and re-enact, such rules and regulations not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association.

(b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Declaration available for inspection by the Owners, Mortgagees, and insurers or guarantors of any mortgage upon request during normal business hours.

(d) Assessments. To determine, levy and collect assessments as provided in Article IX below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Unit for the purpose of enforcing the Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration. The expense incurred by the Association in connection with the entry upon any Lot or into any Unit and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or Unit so entered, shall be deemed a special Assessment against such Lot or Unit, shall be secured by a lien upon such Lot or Unit, and shall be enforced in the same manner and to the same extent as provided in Article IX hereof for Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Unit(s) has been obtained. **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION**

THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Exclusive Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, streetlights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by this Declaration or by any governmental authority.

(h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(i) Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Development, including but not limited to its recreational facilities; to maintain and repair recreational facilities, easements, roads, roadways, rights-of-ways, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes located within the Development, and to maintain and repair other portions of the Development.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is

required or permitted to secure or to pay for pursuant to applicable law (including the Texas Non-Profit Corporation Act) or under the terms of the Master Restrictions.

(k) Construction on Association Property. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the ARC.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service or perform any function on behalf of Declarant, the Board, the Association or the Members.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(n) Allocation of Votes. To determine votes as provided in Article VIII. . . .

(o) Membership Privileges. To establish rules and regulations governing and limiting the use of the Common Area and any Improvements thereon.

3. INDEMNIFICATION

To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Board may purchase and maintain insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS

1. CLASSES OF MEMBERSHIP AND VOTING RIGHTS

There shall be three classes of membership in the Association as follows:

(a) Class "A" Membership. Each Owner of a Lot, other than Declarant, shall be a Class "A" Member. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by the Member.

(b) Class "B" Membership. Declarant shall be a Class "B" Member until the Turnover Date, after which time Declarant shall be a Class "A" Member. The Class "B" Member shall be entitled to fifty (50) votes for each Lot owned by the Class "B" Member. After Declarant is converted to a Class "A" Member, it shall be entitled to one (1) vote for each Lot it owns. The Class "B" Member shall be entitled to appoint all of the members of the Board of Directors until the Turnover Date (as defined in Article VIII, Section 3 herein).

(c) Class "C" Membership. The owner of the Club Property shall be a Class "C" Member. The Class "C" Member shall be entitled to ten (10) votes. After the Turnover Date, the Class "C" Member shall be entitled to appoint one of the members of the Board of Directors as specified in the By-Laws.

2. JOINT OWNERSHIP

A Member, or the Member's spouse or joint owner may exercise voting rights; provided, however, there shall be only one vote exercised of each Lot. In any situation where more than one Person holds an interest in a Lot, the vote for that Lot shall be exercised by any such Person; provided, however, the Persons holding the interest in the Lot can notify the Secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote for the Lot is to be exercised and, in the absence of such notice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Member that is a company or other form of entity ownership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary.

3. TURNOVER DATE

The Turnover Date shall occur within sixty (60) days of the occurrence of the earliest of the following conditions:

(a) the sale to Persons other than Declarant or Builders of all of the Lots intended to be developed within the Property; or

(b) such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion.

The Declarant shall continue to be able to appoint all members of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Cimarron Hills. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote all of its voting interests in the same manner as any other Member.

4. THE CLASS "C" MEMBER'S APPROVAL RIGHTS

The Class "C" Member shall have the right to disapprove actions of the Board and any committees which in its reasonable judgment materially and adversely affect the use of the Club Property or its rights or obligations under this Declaration. This right may be exercised by the Class "C" Member at any time within ten (10) days after the Class "C" Member's receipt of the notice of such proposed action. This Article VIII, Section 3 may not be amended without the written consent of the Class "C" Member.

ARTICLE IX ASSESSMENTS

1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS

There is hereby imposed upon each Owner and each Lot, the affirmative covenant and obligation to pay to the Association all Assessments in respect of the Lot. Each Owner, by acceptance of a deed or other instrument of conveying title to a Lot, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments, regardless of their nature, including, but not limited to, any then past due Assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against the Lot. The liability for Assessments is personal to the Owner and may not be avoided by waiver of the use or enjoyment of Common Area or Exclusive Common Area, or by abandonment of the Lot for which the Assessments are made. Each Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by the Declarant to the Association against each such Lot, and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot is created. Neither the liability for Assessments, nor the amount of Assessments, shall be reduced or avoided due to the fact that all or any portions of the Common Area, Exclusive Common Area or other portions of the Property are not completed. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or the Board of Directors to take some action or perform some function required to be taken or performed by the Association or the Board of Directors under this Declaration, the By-Laws or the Articles, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law or with any order or directive of any municipal or other governmental authority. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

2. CREATION OF ASSESSMENTS

There are hereby created Assessments for expenses of the Association as the Board of Directors may authorize from time to time to be commenced at the time and in the manner set forth in Article IX, Section 3 hereof. There shall be three (3) types of Assessments:

(a) Common Assessments. Common Assessments shall be levied equally on all Lots. Common Assessments shall be assessed against the Club Property on the basis of ten (10) Lots for the Club Property; and

(b) Special Assessments. Special Assessments shall be levied as provided in Article IX, Section 6, below.

(c) Club Property Assessment. The Club Property Assessment is the assessment assessed against the Club Property. The Club Property Assessment is the only assessment that shall be assessed against the Club Property, and the Club Property is exempt from all other assessments other than the Club Property Assessment.

3. PAYMENT OF ASSESSMENTS

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, an acceleration of the annual Common Assessment for delinquents. Unless the Board of Directors provides otherwise, the Common Assessment shall be paid in advance on a quarterly basis. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate, in writing, signed by an officer of the Association, setting forth whether such Assessment has been paid in respect of any particular Lot. Such certificate shall be conclusive evidence that the Assessment stated therein has been paid to the Association. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

4. COMPUTATION OF COMMON ASSESSMENT

It shall be the duty of the Board of Directors to prepare a budget annually covering the estimated Common Expenses of the Association for the ensuing fiscal year, including, but not limited, the cost of all maintenance, the cost of providing street lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and an estimate of the amount needed to maintain the capital replacement reserve provided for in Article IX, Section 8 hereof, and shall give due consideration to any expected income and any surplus from the prior year's funds. The Common Assessment levied against each Lot that is subject to the Common Assessment shall be computed by dividing the budgeted Common Expenses by the total number of Lots subject to Common Assessments plus the total number of Lots reasonably anticipated to become subject to Common Assessments during the fiscal year. The budget and the amount of the Common Assessment shall be determined by the Board of Directors in their sole and absolute discretion, and the Board's determination shall be final and binding so long as it is made in good faith. The Board of Directors shall cause a copy of the Common Expense budget and notice of the amount of the Common Assessment to be levied for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Notwithstanding the foregoing, in the event the Board fails for any reason to

determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the Common Assessment for the beginning of such year at the time the next installment is due. If the sums collected proved inadequate for any reason, including nonpayment of any individual Common Assessments, the Association may at any time and from time to time, levy further Common Assessments in the same manner as aforesaid.

5. SPECIAL ASSESSMENTS

(a) As To All Members. The Board of Directors, upon the affirmative vote of a majority of votes cast by the Members of the Association and the consent of the Class "B" Member so long as the Class "B" Membership exists, may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement from time to time. No membership vote shall be required for Special Assessments due to budget shortfalls in any year, as a result of an emergency to protect, preserve or repair the Common Area from any casualty or threat thereof or as otherwise provided in subsection (b) hereof. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board of Directors, and may, if the Board of Directors so determines, be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(b) Less Than All Members. Without a membership vote, the Association may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and the Lot or Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, the Community-Wide Standards or the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board of Directors after notice to the Member and an opportunity for a hearing. In the event the Association enters into a bulk rate cable television agreement for the Community, the Association may without a vote of the members assess all Lots for which a certificate of occupancy has been issued for cable television service.

6. LATE CHARGES

If any Assessment, whether Common or Special, is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate from time to time, and the late charge (and any reasonable handling costs therefor) shall be a charge upon the Lot(s) or Unit(s) owned by such Owner, collectible in the manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s) or Unit(s) hereinafter granted; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

7. ESTABLISHMENT OF LIEN; FORECLOSURE

Any and all Assessments, together with interest at the maximum lawful rate, same being a rate not to exceed the highest rate allowed by applicable usury law as computed

from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees may, upon compliance with applicable law, become a lien upon the Lot against which each Assessment is made and any other assets of the Owner. Each Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The payment of all sums assessed in the manner provided in this Article is, together with interest at as provided above, all costs of collection, including attorney's fees as herein provided, is secured by the continuing Assessment lien granted to the Association, and shall bind each Lot or Unit in the hands of the Owner thereof, and such Owners heirs, devisees, personal representatives, successors or assigns. The Assessment lien shall be superior to all other liens and charges against such Lot or Unit, except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Unit in question, provided such Mortgage was recorded in the Official Public Records of Williamson County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and an officer of the Association may sign such subordination. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Unit covered by such lien and a description of the Lot or Unit. Such notice may be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Williamson County, Texas. Each Owner, by accepting a deed or ownership interest to a Lot or Unit subject to this Declaration shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot or Condominium Unit by the Association in like manner as a real property mortgage with power of sale under Tex. Pro. Code § 51.002. (For such purpose, William D. Brown of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot or Unit; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Lot or Unit, the lien for any Assessments that were due and payable before the foreclosure

sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by an Assessment lien, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien, and such release shall be signed by an officer of the Association.

8. RESERVE BUDGET AND CAPITAL CONTRIBUTION

The Board of Directors shall include in the budget each year a capital replacement reserve, which reserve shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

9. CAPITAL CONTRIBUTION

Upon the initial conveyance of each Lot after the date of the recording of this Declaration, a capital contribution shall be made by the purchaser of such Lot to the working capital of the Association in an amount to be determined by the Board of Directors from time to time, but in no event less than an amount equal to three (3) months of the Common Assessments for that year. This contribution shall be payable at the time the sale of the Lot is closed. The contribution required by this paragraph shall constitute an assessment against the Lot and shall be subject to the same lien rights as any other Assessment under this Declaration.

10. EXEMPT PROPERTY

Notwithstanding anything to the contrary herein, all Common Area, Exclusive Common Area, the Club Property, all property owned by Declarant, and all property dedicated by Declarant to utility companies or governmental authorities shall be exempt from payment of Common Assessments and Special Assessments.

11. CLUB PROPERTY ASSESSMENT

The Club Property shall have a fixed annual assessment of \$20,000.00, provided, however, the Club Property Assessment shall be adjusted every five (5) years with any increase or decrease in the Consumer Price Index ("CPI") (as hereinafter defined), the first such adjustment to be effective on January 1, 2006, and continuing on January 1 every fifth year thereafter. For purposes of this Declaration, CPI shall mean the Consumer Price Index (All Cities Average), "1982-1984 equals 100", published by the United States Department of Labor, Bureau of Labor Statistics, or as published by any successor agency or other agency of the federal government which may take over such publication. In the event a new base for the Consumer Price Index is established, thereafter, for the purpose of making computations herein provided, the Club Property Assessment shall be adjusted to conform to the new base so that the calculations shall have the same results as if made on the Consumer Price Index, "1982-1984 Equals 100". Should the publication of the Consumer Price Index cease, the Club shall designate a substitute index and formula that will produce approximately the same results as

the application of the Consumer Price Index. Each calculation to be made hereunder shall be made by the Association and forwarded by registered or certified mail (return receipt requested) or delivered to the Club.

ARTICLE X MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY

The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as herein provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement of roadways, waterways, preserves, landscaping, flora, fauna, structures and improvements which form the Common Area, and such portions of any additional property included within the Area of Common Responsibility as may be dedicated by this Declaration, a resolution of the Board, or by an agreement for maintenance by the Association. Notwithstanding anything to the contrary contained herein, to the extent that the Community's entrance feature, including landscaping improvements, signage or other improvements is located in whole or in part on any Lot on the Property, this area shall be deemed to be part of the Area of Common Responsibility for all purposes hereunder and the Association and its agents and designees shall have an easement over and across the Lot for ingress and egress to perform maintenance on this portion of the Area of Common Responsibility.

All costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among Lots as part of the Common Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Area of a particular group of Lots shall be an expense of and shall be assessed against the Lots benefited by Exclusive Common Area.

The Association may maintain other property it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among the benefited Lots as a Common Assessment or Special Assessment against a particular Lot, as the Board of Directors determines appropriate.

2. OWNER'S RESPONSIBILITY

Each Owner shall maintain his or her Lot, Unit and all parking areas and other improvements in connection therewith in accordance with Article V hereof and the Community-Wide Standards.

3. LANDSCAPE MAINTENANCE

In accordance with Article V, Section 4, the Board of Directors of the Association may adopt Community-Wide Standards regarding landscape maintenance and irrigation, including but not limited to frequency and quantity of maintenance and frequency, quantity

and time of day of irrigation. All such Community-Wide Standards shall be adopted in accordance with good agronomical practices. The Association may, but shall not be required to, provide landscape maintenance services to Lots on a voluntary contract basis. If an Owner fails to maintain the Owner's Lot in accordance with the Community-Wide Standards the Association, at its option, may maintain such Lot. The cost of landscape services shall be allocated among the Lots being maintained as a Special Assessment. Notwithstanding the foregoing, each Owner is obligated to conform to the landscape design and maintenance requirements set forth in Section 4 of the Community Design Book.

4. ASSESSMENTS

All maintenance required by Article X, Sections 2 and 3 shall be performed in a manner consistent with the Community-Wide Standards and the Community Design Book. If any Owner fails to perform its or his or her maintenance responsibility in accordance with the Community-Wide Standards or the Community Design Book, the Association may perform it and assess all costs incurred by the Association plus an administrative surcharge equal to fifty percent (50%) of the amount assessed against the Lot and the Owner thereof as a Special Assessment. Prior to entry, the Association shall afford the Owner ten (10) days' written notice to remedy a condition inconsistent with the Community-Wide Standards or the Community Design Book, except when entry is required due to an emergency.

5. SANCTIONS

Sanctions under the Documents may include reasonable monetary fines (as determined by the Board of Directors and/or as set forth in the Community Design Book) and exclusion from the Property of any Builder, contractor, subcontractor, agent or other invitee who fails to comply with the provisions of the Documents. The Board of Directors shall, in addition, have the power to seek relief in any court for violations of the Documents or to abate nuisances.

ARTICLE XI INSURANCE AND CASUALTY LOSSES

1. INSURANCE

The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained on the improvements within any Common Area shall at a minimum comply with the applicable provisions of this Article XI, Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board of Directors shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have the liability limits established by the Board of Directors from time to time.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Common Assessment. The policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement costs. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. The provisions hereinafter set forth shall govern such insurance:

- (a) All policies shall be written with a company authorized to do business in the State of Texas.
- (b) All policies on the Common Area shall be for the benefit of the Association and its Members, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board of Directors.
- (d) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Members, occupants, or their Institutional Mortgagees.
- (e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons.
- (f) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Association's manager, Members, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Members;

- (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, or any Member;
- (v) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and
- (vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgment but, if reasonably available, may not be less than three months' Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

2. DAMAGE AND DESTRUCTION

(a) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to the Common Area or to Exclusive Common Area shall be repaired or reconstructed unless the Class "B" Member and at least seventy-five percent (75%) of the total votes eligible to be cast by the Class "A" Members of the Association if Common Area is damaged shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty

(60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area, Exclusive Common Area or Lots shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or Exclusive Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

3. DISBURSEMENT OF PROCEEDS

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or the Exclusive Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate shall be retained by and for the benefit of the Association and placed in a capital improvements account.

4. REPAIR AND RECONSTRUCTION

If the damage or destruction to the Common Area or to Exclusive Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Common Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XII NO PARTITION

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property, nor from acquiring title to real property that may or may not be subject to this Declaration.

ARTICLE XIII CONDEMNATION

Whenever all or any part of the Common Area shall be taken, or conveyed under threat of condemnation by the Board of Directors by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof. The award

made for such taking shall be payable to the Association as trustee for all Members to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant (as long as Declarant owns any portion of the Property) and Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions of Article XI, Sections 3 and 4 regarding the disbursement of funds, and any required Assessments, in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, then such award or net funds shall be disbursed to the Association and used for such capital improvements as the Board of Directors of the Association shall determine.

ARTICLE XIV EASEMENTS AND OTHER RIGHTS

It is the intent of Declarant that Declarant, the Association, the Club and the Owners shall be provided ingress and egress to the Property or portions thereof, in connection with exercising the rights and in carrying out the obligations set forth in the Documents, and any Supplemental Declaration. Declarant may, by separate instruments to be recorded in the Official Public Records of Williamson County, grant exclusive and non-exclusive easements on, upon, over, across, through and under the Property for, among other things, the following purposes: (a) use of Common Area for all proper and normal purposes set forth herein; (b) ingress, egress and access to and from, through and between the Property; (c) inspecting any construction, proposed construction or improvements; (d) repairing or maintaining the Property, and any facilities or improvements thereon; (e) installing and maintaining the Community's utilities and drainage facilities; (f) encroachments for minor inaccuracies in survey, construction or reconstruction or due to settlement or movement; (g) errant golf balls; (h) maintenance, installation, construction and repair of utilities and facilities; and (i) a right of access to each Lot in favor of the Association for maintaining, repairing, replacing and preserving the Common Area. Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area or Exclusive Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance. Notwithstanding the absence of a separate recorded document, the rights set forth in this Section shall still exist for the purposes intended in the Documents or as provided in any Supplemental Declaration.

**ARTICLE XV
TELECOMMUNICATIONS AND SURVEILLANCE SYSTEMS;
LIMITED ACCESS**

Declarant reserves unto itself and its designees, successors, assigns and licensees the right to enter into one or more contracts for the provision of one or more master telecommunications receiving and distribution systems and electronic surveillance systems (all or any part of which shall be referred to herein as the "System") for all or any part of the Community. The exact description, location and nature of the System has not yet been fixed or determined. Declarant will reserve for itself and its designees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Property for the installation, construction and maintenance of the System together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting the System. If and to the extent services provided by the System are to serve all of the Lots, then the cost of the System may be a Common Expense of the Association and shall be included in the Common Assessment. If any services provided by the System are provided only to some but not all of the Lots, then the cost of any such services may be an expense for the benefit of the Lots so served and shall be assessed as a Special Assessment against such Lots.

The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to limit access to the Property and make the Property safer than it otherwise might be. Neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within the Property, and neither the Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, any successor of Declarant and the ARC do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, and occupant of any Unit, and each tenant, guest and invitee of any Owner, as applicable, acknowledges and understands that the Association, the Board of Directors, Declarant, or any successor of Declarant are not insurers and that each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledges that the Association, the Board of Directors, Declarant, or any successor of Declarant have made no representations or warranties, nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Community.

ARTICLE XVI DECLARANT'S RIGHTS

1. PURPOSE

The purpose of this Article XVI is to set forth certain Declarant rights, and to refer, for ease of reference to, certain other Declarant rights set forth in this Declaration. The purpose of this Article XVI shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

2. DURATION OF RIGHTS

The rights of Declarant set forth in this Declaration that refer to this Article XVI shall extend for a period of time ending when Declarant no longer owns any portion of the Property or the Additional Property or such earlier date as determined by Declarant, in its sole discretion.

3. DECLARANT'S RIGHTS IN THE ASSOCIATION

Prior to and after the turnover of the Association to the Owners and until Declarant no longer owns any portion of the Property, whether Declarant exercises the right to appoint a majority of the Board of Directors or not, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

- (a) prohibit or restrict in any manner the sales and marketing program of Declarant, or the leasing activities of Declarant;
- (b) decrease the level of maintenance services of the Association performed by the Board of Directors;
- (c) change the membership of the ARC or diminish its powers as stated herein;
- (d) alter or amend this Declaration, the Articles or the By-Laws;
- (e) terminate or waive any rights of the Association under this Declaration;
- (f) convey, lease, mortgage, alienate or pledge any easements, Common Area or Exclusive Common Area;
- (g) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;
- (h) terminate or cancel any easements granted hereunder or by the Association;
- (i) terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

(j) restrict Declarant's rights of use, access and enjoyment of any of the Property; or

(k) cause the Association to default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent shall be exercised by its representative on the Board or other Person designated to so act by Declarant.

4. RIGHT OF DECLARANT TO DISAPPROVE ACTIONS

From the date of turnover of the Association by Declarant to the Owners and until the Declarant no longer owns any portion of the Property, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this Section. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association.

This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

5. RECOGNITION BY OWNERS OF DECLARANT'S RIGHTS TO DEVELOP AND CONSTRUCT IMPROVEMENTS ON THE PROPERTY

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Property owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, and mortgagees, does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of any portion of the Property. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, and assigns agrees that the development, construction and completion of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, and mortgagees

does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

6. DECLARANT'S RIGHTS IN CONNECTION WITH DEVELOPMENT

Declarant and its successors or assigns will undertake the work of constructing buildings, dwellings and improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's or any Builder's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or the By-Laws or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

(a) doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as Declarant or any Builder deems advisable in the course of development (all models or sketches showing plans for future development may be modified by Declarant at any time and from time to time, without notice); or

(b) erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Cimarron Hills as a community and disposing of the same by sale, lease or otherwise; or

(c) conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise.

Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant owns any portion of the Property primarily for development and/or resale; provided, no such easement shall materially interfere with the use of Common Area by the Members.

7. FUTURE EASEMENTS AND MODIFICATIONS

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way, to modify the boundary lines and to plat or replat portions of the Property for development of the Community. The Association and each Owner and mortgagee of a portion of the Property agree to execute and deliver any and all agreements, documents, plats and instruments that are necessary or desirable to accomplish the same.

8. CONSTRUCTION; MARKETING

In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Property, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through and use the Common Area and use all other portions of the Property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing, and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales, resales and rental offices, place signs, employ sales rental personnel, show Lots and Units owned by Declarant, and use portions of the Property, Lots, Units and other improvements owned by Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns for such rights and privileges.

In addition Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use a sales, resales, rental, and construction offices within the Community. Any models, sales areas, sales, resales or rental center, parking areas, construction office, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall not be part of the Common Area or Exclusive Common Area and shall remain the property of Declarant or its nominees, as the case may be.

Declarant shall have the right to construct, maintain and repair structures and landscaping and other improvements to be located on any portion of the Property owned by Declarant or the Association, as Declarant deems necessary or appropriate for the development of any portion of the Property. Declarant's use of any portion of the Property as provided in this Section shall not be a violation of the Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Property owned by Declarant or the Association and to use the Common Area in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in Article XVI, Section 2 above.

9. SCOPE

The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words "its successors or assigns" specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

ARTICLE XVII GENERAL PROVISIONS

1. TERM

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or the Owner of any portion of the Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of the recording of this document; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants, in whole or in part or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

2. AMENDMENT

Until the Turnover Date, Declarant may amend this Declaration in its sole and absolute discretion. After the Turnover Date, Declarant may amend this Declaration in its sole and absolute discretion at any time and from time to time if such amendment is (i) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on a Lot; (iii) required by an institutional lender or a government mortgage agency or purchaser of mortgage loans, to enable the same to make, insure or purchase mortgage loans on a Lot; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on a Lot subject to this Declaration; or (v) correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to a Lot unless the Owner thereof shall consent thereto in writing.

After the Turnover Date and so long as it still owns any part of the Property for development, Declarant may amend this Declaration in its sole and absolute discretion for any other purpose, provided the amendment has no materially adverse effect upon the rights of any Owner of a Lot.

After the Turnover Date, (i) any non-Declarant initiated amendment, or (ii) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of a Lot, shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and the consent of Declarant so long as Declarant owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of the Club without the written consent of the Club or the assignee of such right or privilege.

3. SEVERABILITY

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

4. LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast in the Association. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration, (ii) the imposition and collection of Assessments as provided in Article IX hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. In the event any claim is made against Declarant or the Club by the Association or any litigation is instituted against Declarant or any of its affiliates by the Association, then the Association shall assess all Members (other than the Declarant) for the costs of claim or litigation, including without limitation attorneys' fees incurred, and funds from Common Assessments shall not be used for any such claim or litigation. In any judicial or administrative proceeding, the prevailing party shall be entitled to receive reasonable attorneys' fees costs.

5. NOTICE OF TRANSFER OF LOT

In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board of Directors at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner or the Lot, including payment of all Assessments, accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer.

6. USE OF WORDS "CIMARRON HILLS"

No person shall use the words "Cimarron Hills" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "Cimarron Hills" in printed or promotional materials where such term is used solely to specify that a particular property is located within the Community.

7. ASSIGNMENT OF RIGHTS

Declarant shall have the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration

8. NOTICE OF MORTGAGEE ACTION

In the event any Owner desires to mortgage his or her Lot, such Owner shall require that the mortgage specifically provide that in the event of foreclosure or the exercise of

any remedy set forth in the mortgage, the mortgagee shall acquire the Lot subject to this Declaration.

9. INDEPENDENT BUILDERS

The Property is a master planned community being developed by the Declarant. The individual buildings constructed within the Property may be constructed by Declarant, Builders or others who are independent contractors who purchase unimproved Lots from Declarant. If a building is constructed by a person or entity other than Declarant, Declarant shall have no liability whatsoever for such Builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

10. OCCUPANTS BOUND

All provisions of the Documents, including the Community Design Book and the Community-Wide Standards and use restrictions promulgated pursuant thereto, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of his or her Unit. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the Articles, the By-Laws, the Rules and Regulations, the Community Design Book and the Community-Wide Standards adopted pursuant thereto, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Documents and the Community-Wide Standards adopted pursuant thereto.

11. NO EASEMENT FOR VIEW

Each Owner further acknowledges that neither Declarant, nor any builder, nor any Person acting on behalf of Declarant or any Builder, has made or is authorized to make, any representation or commitment that any view of the Club Property or any other vistas shall be preserved, protected or remain unobstructed, and there are no express or implied easements for view purposes appurtenant to any Lot.

12. POWER OF ATTORNEY

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

ARTICLE XVIII MORTGAGEE PROVISIONS

The following provisions are for the benefit of Institutional Mortgagees. The provisions of this Article apply to both this Declaration and to the Articles, notwithstanding any other provisions contained therein.

1. NOTICES OF ACTION

An Institutional Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the number of the Lot or Unit as the case may be, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which a first mortgage is held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to the mortgage of such eligible holder; or

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

2. NOTICE TO ASSOCIATION

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

ARTICLE XIX CABLE TELEVISION

1. CATV AGREEMENT

The Association may, but shall not be required to, enter into a bulk rate cable television agreement ("CATV Agreement") for the Community. If a CATV Agreement is entered into, all Lots for which a certificate of occupancy has been issued shall be charged for basic cable service as part of the Common Assessment, regardless of whether the Owner desires cable television service or the Unit is occupied. In addition, the cable provider on an individual subscriber basis may offer tier, remotes, pay channels and other services.

2. EASEMENTS

Declarant and the Association shall have the right to grant easements to the cable provider for installation, maintenance and repair of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement area dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Community.

3. PREWIRE

The cable provider shall be permitted to pre-wire each Unit constructed within the Community for cable television service at its sole cost and expense. Each Owner

acknowledges that the prewire installed within the Unit shall be and remain personal property of the cable provider. Owners shall have no ownership interest in the prewire and the right of use thereof shall remain solely with the cable provider. Each Owner by acceptance of title to a Unit hereby acknowledges that Declarant shall reserve an irrevocable right which may be assigned to any cable provider to install and maintain the prewire in the Unit and agrees not to permit any other provider of cable television to utilize the prewire without the prior written consent of the cable provider, which consent may be withheld by the cable provider in its discretion. Upon termination of the CATV Agreement, the cable provider may, but is not obligated to, remove all or any portion of the prewire within the Unit, after reasonable notice to the Owner, provided no material or substantial injury to the real property would result from such removal.

ARTICLE XX CLUB PROPERTY

1. CLUB PROPERTY

The Club Property is privately owned and operated by the Club and is not a part of the Common Area hereunder. The Club has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Property shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Lots or Units within the Community, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Property, to transfer any or all of its rights to the Club Property or the operation thereof to anyone and on any terms which it deems appropriate, to limit the availability of use privileges, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. OWNERSHIP OF A LOT OR UNIT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY, OR TO ACQUIRE A MEMBERSHIP In reply to: THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB PROPERTY. Each Owner, by acceptance of a deed or recorded contract of sale to a Lot acknowledges:

(a) That privileges to use the Club Property shall be subject to the terms and conditions of the membership documents for the Club, as the same may be amended from time to time (the "Membership Plan Documents"). Acquisition of a membership in the Club requires the payment of a membership purchase price called a membership contribution or membership deposit, and membership dues, fees and charges. The Declarant and/or the Club as set forth in the Membership Plan Documents shall determine these amounts for the Club. Notwithstanding the fact that the Club Property is open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever the Declarant, the Club and their partners, officers, directors, employees, agents and affiliates, from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot without acquiring a membership in the Club, paying the applicable membership contribution or membership deposit, and dues,

fees and charges established by the Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Club.

(b) Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, its partners, employees, agents, directors, shareholders, officers, managers, members and affiliates and their successors and assigns (the "Declarant Indemnified Parties"), and the Club, its partners, employees, agents, directors, shareholders, officers, managers, members and affiliates and their successors and assigns (the "Club Indemnified Parties"), against and in respect of, and to reimburse the Declarant Indemnified Parties and the Club Indemnified Parties on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant Indemnified Parties or the Club Indemnified Parties shall incur or suffer, which arise out of, result from, or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Club Property must be owned and/or operated by the Association or the Owners and/or that Owners may use the Club Property without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club from time to time;

(c) That any entry upon the Club Property without permission of the Club may be deemed a trespass, and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot, their guests and invitees to refrain from, any unauthorized entry upon the Club Property;

(d) That the proximity of Lots and Common Area to the Club Property results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of his or her Lot and the Common Area may be limited as a result and that neither the Association, Declarant nor the Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any Lot, their guests or invitees, for damage or injury resulting from errant golf balls being hit upon any Lots or Common Area;

(e) That the Club and its designees may add to, remove or otherwise modify the landscaping, trees, and other features of the Club Property, including changing the location, configuration, size and elevation of bunkers, fairways and greens and constructing fences, and that neither the Club, Declarant, nor the Association, shall have any liability to Owner as a result of such modifications to the Club Property;

(f) That there no express or implied easements over the Club Property for view purposes, and no guaranty or representation is made by Declarant or any other Person at any view over and across the Club Property will be preserved without impairment, and that neither the Club, Declarant nor the Association shall have any obligation to prune or thin trees or other landscaping to preserve views over the Club Property;

(g) That no representations or warranties which are inconsistent with this Section, either verbal or written, have been made or are made by Declarant or the Association or by any person acting on behalf of any of the foregoing; and

(h) That Club may own one or more lakes on the Property. Notwithstanding the ownership of such lakes, the Club may use any and all lakes on the Property for the purpose of irrigating and maintaining the Club Property with the result that the water level in such lakes may from time to time vary. Each Owner of a Lot in the Community acknowledges such right on the part of the Club and agrees not to commence any cause of action or other proceeding involving the Club based on the exercise of such right or otherwise interfere therewith.

(i) In the event there are insufficient water levels to provide the necessary irrigation needs of the Club Property and all other areas of the Property, subject to applicable governmental permits and requirements, the Club Property shall have first priority of irrigation, followed by the Common Area, any other Area of Common Responsibility, and any Exclusive Common Area.

2. RIGHTS OF ACCESS AND PARKING

Declarant shall grant the Club and members of the Club (regardless of whether such Persons are Members hereunder), their guests and invitees and the employees, agents, contractors, and designees of the Club a non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrance to the Community from and to the Club Property, respectively, and, further, over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club Property. Without limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after tournaments and other similar functions held at the Club Property.

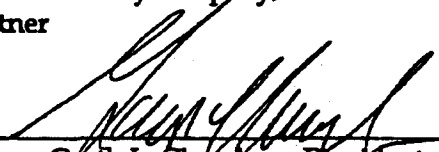
3. ASSUMPTION OF RISK AND INDEMNIFICATION

Each Owner by its purchase of a Lot expressly assumes the risks associated with the Club Property (regardless of whether the Owner is using the Club Property) and agrees that neither Declarant, the Club, the Association, nor any of their affiliates or agents nor any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot or Unit shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Common Area to the Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant, or any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot or Unit. Owner hereby agrees to indemnify and hold harmless the Declarant Indemnified Parties and the Club Indemnified Parties against any and all claims by Owner's guests and invitees.

2nd IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this February, 2001.

PALOMA CIMARRON HILLS, L.P., a Texas limited partnership

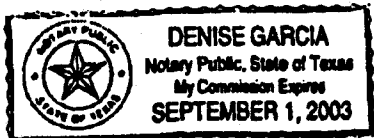
By: **Cimarron Hills Development, LLC, a Texas limited liability company, its General Partner**

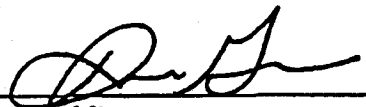
By: 
Garth L. Chambers, President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Garth L. Chambers, as President of Cimarron Hills Development, LLC, a Texas limited liability company, as General Partner of PALOMA CIMARRON HILLS, L.P., a Texas limited partnership, on behalf of said limited partnership.




Notary Public
Print Name: DENISE GARCIA
My Commission Expires: 9.1.03
(Notary Seal)

JOINDER

The undersigned hereby joins in this Declaration this 2nd day of February
2001.

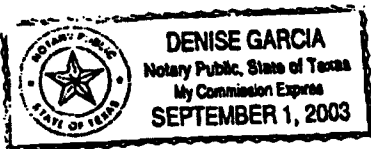
CIMARRON HILLS COMMUNITY
ASSOCIATION, INC., a Texas non-profit
corporation

By: [Signature]
Garth L. Chambers
President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of
February, 2001, by Garth L. Chambers, President of Cimarron Hills Community
Association, Inc., a Texas not-profit corporation, on behalf of said non-profit corporation.



[Signature]
Notary Public
Print Name: DENISE GARCIA
My Commission Expires: 9.1.03
(Notary Seal)

JOINDER

The undersigned hereby joins in this Declaration this 2nd day of February, 2001.

CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership

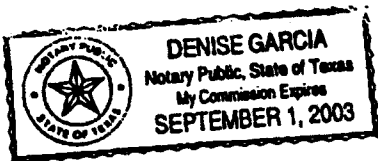
By: Cimarron Hills CC, LLC, a Texas limited liability company, its General Partner

By: [Signature]
Garth L. Chambers,
President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Garth L. Chambers, President of Cimarron Hills CC, LLC, a Texas limited liability company, as General Partner of Cimarron Hills Country Club, L.P., a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public
Print Name: DENISE GARCIA
My Commission Expires: 9.1.03
(Notary Seal)

**Acknowledgment and Consent to Substitution of Legal Description
and Re-Recording of Instrument**

Paloma Cimarron Hills, L.P., a Texas limited partnership, and Cimarron Hills Country Club, L.P., a Texas limited partnership, hereby acknowledge and consent to the substitution of the attached legal description of the Property to the foregoing instrument, and the re-recording of the foregoing instrument in the Official Public Records of Williamson County, Texas, for the sole purpose of correcting the legal description of the Property.

Executed to be effective as of August 25, 2000.

PALOMA CIMARRONHILLS, L.P., a Texas limited partnership

By: Cimarron Hills Development, LLC, a Texas limited liability company, its General Partner

By: 
Garth L. Chambers, President

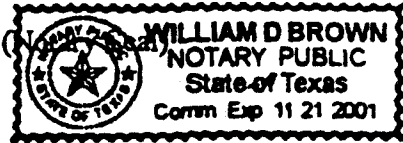
CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership

By: Cimarron Hills CC, LLC, a Texas limited liability company, its General Partner

By: 
Garth L. Chambers, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of February, 2001, by Garth L. Chambers, President of CIMARRON HILLS DEVELOPMENT, LLC, a Texas limited liability company, General Partner of PALOMA CIMARRON HILLS, L.P., a Texas limited partnership, on behalf of said limited partnership.

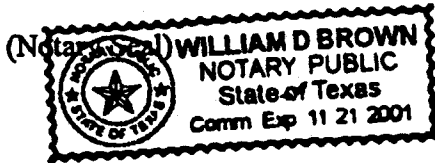




Notary Public of the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

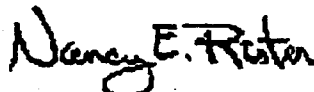
This instrument was acknowledged before me on the 13th day of February, 2001, by Garth L. Chambers, President of Cimarron Hills CC, LLC, a Texas limited liability company, General Partner of CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership, on behalf of said limited partnership.





Notary Public of the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



02-14-2001 04:04 PM 2001010234
JACKIE \$403.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The Property that is subject to this Declaration shall refer to the real property legally described as follows in the attached Exhibit "A-1", as the same may be supplemented from time to time by a Supplemental Declaration filed in accordance with the Declaration.

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

EXHIBIT "A-1"

FN 00-035-011-02
JANUARY 25, 2001

DESCRIPTION OF A 525.18-ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT, BEING ALL OF THAT PART CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 525.18 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at an iron rod found for the southeast corner of said 813.09-acre tract, being also in the north line of State Highway 29, a 100-foot wide right-of-way, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H.H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas and being the southeast corner of the herein described tract;

THENCE, with the south line called 813.09-acre tract, the north line of said State Highway No. 29 right-of-way and the south line of the herein described tract, the following two (2) courses:

1. N 82°26'24" W for a distance of 5292.81 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left, and
2. Along said curve to the left, an arc distance of 130.02 feet, said curve having a radius of 5779.65 feet, a central angle of 01°17'20" and a chord bearing of N 83°02'42" W, for a chord distance of 130.02 feet to an iron rod found being the southwest corner of called 813.09-acre tract, being also the southwest corner of the herein described tract and being the southeast corner of that certain 8.881-acre tract of land as described in a deed to G C & E Services of record in Volume 2621, Page 136 of the deed records of Williamson County, Texas;

THENCE, N 22°01'00" W, with the west line of called 813.09-acre tract, the east line of said 8.881-acre tract and the west line of the herein described tract, for a distance of 517.58 feet to a 40d nail found for the northeast corner of said 8.881-acre tract, being also a southeast corner of that certain 8.725-acre tract of land as described in a deed to William D. Richards, et ux of record in Document No. 9630009 of the Official Records of Williamson County, Texas;

THENCE, N21°14'06" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract, and with the east line of said 8.725-acre tract, for a distance of 1123.07 feet to a 40d nail found for an angle point in the east line of that certain 12.564-acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20°41'21" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 12.564-acre tract, for a distance of

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

FN.00-035-011-02
JANUARY 25, 2001

266.08 feet to a ½-inch iron rod with cap set for the northeast corner of said 12.564-acre tract, being also a southeast corner of that certain 20.0-acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21°12'27" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract and with the east line of said 20.0-acre tract, for a distance of 969.82 feet to an iron rod found for the most westerly northwest corner of called 813.09-acre tract, being also the most westerly northwest corner of the herein described tract, being also the northeast corner of said 20.0-acre tract and being the southwest corner of that certain 98.30-acre tract of land as described in a deed to Jilton Lee & Judy Marie Ower, Jr. of record in Volume 2208, Page 603 of the Official Records of Williamson County, Texas;

THENCE, with a north line of called 813.09-acre tract, the north line of the herein described tract and the south line of said 98.30-acre tract, the following five (5) courses:

1. N 69°56'01" E for a distance of 410.68 feet to a ½-inch iron rod with cap set for an angle point,
2. N 69°08'31" E for a distance of 191.06 feet to a ½-inch iron rod with cap set for an angle point,
3. N 64°16'01" E for a distance of 77.21 feet to a ½-inch iron rod with cap set for an angle point,
4. N 69°54'31" E for a distance of 843.66 feet to a ½-inch iron rod with cap set for an angle point, and
5. N 69°57'31" E for a distance of 860.36 feet to a ½-inch iron rod with cap set for an ell corner in the west line of called 813.09-acre tract, being also an ell corner in the west line of the herein described tract and being the southeast corner of said 98.30-acre tract;

THENCE, N 21°12'16" W, with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 98.30-acre tract, for a distance of 2360.75 feet to an iron rod found for the northeast corner of said 98.30-acre tract and being the southeast corner of that certain 121.21-acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2499, Page 651 of the Official Records of Williamson County, Texas;

THENCE, N 21°11'16" W, with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 121.21-acre tract, for a distance of 2340.54 feet to an iron rod found for the northwest corner of called 813.09-acre tract, being also the northeast corner of said 121.21-acre tract and being in the south line of that certain 170.00-acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Official Records of Williamson County, Texas;

THENCE, N 68°46'56" E, with the north line of called 813.09-acre tract, the north line of the herein described tract and the south line of said 170.00-acre tract, for a distance of 3303.09 feet to an iron rod found for the northeast corner of called 813.09-acre tract, being also the northeast corner of the herein described tract, being also the southeast corner of said 170.00-acre tract, being also the southwest corner of that certain 221.58-acre tract as described in a deed to The Culp Family Loving Trust of record in Volume 2179, Page 554 of the Official Records of Williamson County, Texas and being the northwest corner of that certain 312.08-acre tract of land known as the D & N Builders Tract an unrecorded subdivision in Williamson County, Texas;

THENCE, with the east line of the called 813.09-acre tract, the east line of the herein described tract and the west line of said 312.08-acre tract, the following eleven (11) courses:

1. S 21°17'37" E for a distance of 780.43 feet to an iron rod found for an angle point,
2. S 21°13'20" E for a distance of 394.53 feet to a 40d nail found for an angle point,
3. S 21°10'49" E for a distance of 197.91 feet to a ½-inch rod with cap set for an angle point,
4. S 21°15'30" E for a distance of 187.17 feet to an iron rod for an angle point,
5. S 21°09'50" E for a distance of 563.78 feet to a 40d nail found for an angle point,
6. S 20°42'51" E for a distance of 834.39 feet to a ½-inch iron rod with cap set for an angle point,
7. S 21°17'11" E for a distance of 1086.90 feet to an iron rod found for an angle point,
8. S 40°19'57" E for a distance of 94.58 feet to an iron rod found for an angle point,
9. S 46°39'28" E for a distance of 200.57 feet to an iron rod found for an angle point,
10. S 42°12'30" E for a distance of 225.05 feet to a ½-inch iron rod with cap set for an angle point, and
11. S 23°33'03" E for a distance of 194.67 feet to a ½-inch iron rod with cap set for the most northerly southeast corner of called 813.09-acre tract, being also the most northerly northeast corner of the herein described tract, being also the southwest corner of said 312.08-acre tract and being in the north line of that certain 274.53-acre tract of land as described in a deed to The Rothell Family Limited Partnership of record in Volume 2527, Page 28 of the Official Records of Williamson County, Texas;

THENCE, with a south line of called 813.09-acre tract, a south line of the herein described tract and the north line of said 274.53-acre tract, the following seven (7) courses:

1. S 59°05'27" W for a distance of 15.42 feet to a ½-inch iron rod with cap set for an angle point,
2. S 86°01'57" W for a distance of 19.36 feet to a ½-inch iron rod with cap set for an angle point,
3. S 54°30'57" W for a distance of 127.28 feet to a ½-inch iron rod with cap set for an angle point,
4. S 66°10'57" W for a distance of 86.10 feet to an iron rod found for an angle point,
5. S 68°39'14" W for a distance of 602.93 feet to a 40d nail found in a tree for an angle point,
6. S 63°07'34" W for a distance of 79.90 feet to a ½-inch iron rod with cap set for an angle point, and
7. S 67°11'04" W for a distance of 170.98 feet to an iron rod found for an ell corner in the east line of called 813.09-acre tract, being also an ell corner in the east line of the herein described tract and being the northwest corner of said 274.53-acre tract;

THENCE, with the east line of called 813.09-acre tract, the east line of the herein described tract and the west line of said 274.53-acre tract, the following four (4) courses:

1. S 10°57'43" E for a distance of 138.76 feet to an iron rod for an angle point,
2. S 19°50'45" E for a distance of 167.37 feet to an iron rod found for an angle point,
3. S 21°03'34" E for a distance of 4476.04 feet to a 40d nail found for an angle point, and
4. S 22°03'11" E for a distance of 603.46 feet to the POINT OF BEGINNING and containing 812.99 acres of land,

SAVE AND EXCEPT A 287.81 ACRE TRACT DESCRIBED AS FOLLOWS:

DESCRIPTION OF 287.81 ACRES, BEING A 19.35-ACRE TRACT OF LAND, HEREIN CALLED TRACT "A", A 26.34-ACRE TRACT OF LAND, HEREIN CALLED TRACT "B", A 27.41-ACRE TRACT OF LAND, HEREIN CALLED TRACT "C", A 42.94-ACRE TRACT OF LAND, HEREIN CALLED TRACT "D", A 62.36-ACRE TRACT OF LAND, HEREIN CALLED TRACT "E", A 73.80-ACRE TRACT OF LAND, HEREIN CALLED TRACT "F", A 32.63-ACRE TRACT OF LAND, HEREIN CALLED TRACT "G", AND A 2.98-ACRE TRACT OF LAND, HEREIN CALLED TRACT "H", ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, BEING A PORTION OF THAT CERTAIN CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT

PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.35-ACRE TRACT "A", 26.34-ACRE, TRACT "B", 27.41-ACRE TRACT "C", 42.94-ACRE TRACT "D", 62.36-ACRE TRACT "E", 73.80-ACRE TRACT "F", 32.63-ACRE TRACT "G", AND 2.98-ACRE TRACT "H" BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT "A" (DRIVING RANGE)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100-foot wide right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 351.38 feet to a point being in the west line of said 813.09-acre tract and being in the east line of that certain 8.725-acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County, Texas;

THENCE, N 68°45'54" E, departing the east line of said 8.725-acre tract and over and across said 813.09-acre tract, for a distance of 65.84 feet to an iron rod with cap set for the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following fifteen (15) courses:

1. N 21°18'57" W for a distance of 1555.98 feet to an ½-inch iron rod with cap set at the beginning of a curve to the right and being the northwest corner of the herein described tract,
2. along said curve to the right, an arc distance of 38.93 feet said curve having a radius of 25.00 feet, a central angle of 89° 13' 17" and a chord bearing of N 24° 04' 25" E for a chord distance of 35.12 feet to a ½ inch iron rod with cap set at the end of said curve,
3. N 69°27'44" E for a distance of 351.10 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract,
4. S 25°48'31" E for a distance of 1142.53 feet to a ½-inch iron rod with cap set,
5. S 86°46'02" E for a distance of 255.00 feet to a ½-inch iron rod with cap set,

6. S 04°26'09" W for a distance of 182.05 feet to a ½-inch iron rod with cap set,
7. S 85°33'57" E for a distance of 404.18 feet to a ½-inch iron rod with cap set,
8. S 04°25'52" W for a distance of 143.26 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right and being the southeast corner of the herein described tract,
9. along said curve to the right, an arc distance of 23.64 feet, said curve having a radius of 15.00, a central angle of 90°17'47" and a chord bearing of S 49°34'46" W and a chord distance of 21.27 to a ½-inch iron rod with cap set at the end of said curve,
10. N 85° 21' 25" W for a distance of 1.92 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
11. along said curve to the left, an arc distance of 417.88 feet, said curve having a radius of 630.00 feet, a central angle of 38°00'17" and a chord bearing of S 75°43'31" W and a chord distance of 410.27 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the right,
12. along said curve to the right, an arc distance of 16.43 feet, said curve having a radius of 15.00, a central angle of 62°44'37" and a chord bearing of S 88°05'40" W, for a chord distance of 15.62 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the left,
13. along said curve to the left, an arc distance of 156.99 feet, said curve having a radius of 90.00 feet, a central angle of 99°56'52" and a chord bearing of S 69°29'32" W, for a chord distance of 137.83 feet to a ½-inch iron rod with ca set at the end of said curve,
14. N 70°29'12" W for a distance of 131.58 feet to a ½-inch iron rod with cap set, and
15. S 68°46'05" W for a distance of 239.13 feet to the POINT OF BEGINNING and containing 19.35 acres of land, and

TRACT "B" (GOLF COURSE HOLES 15 AND 16)

BEGINNING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 1269.10 feet to a point;

THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract, for a distance of 78.82 feet to a ½-inch iron rod with cap set for the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the south, west, north and east lines of the herein described tract, the following thirty (30) courses and distances:

1. N 82°26'41" W for a distance of 1081.02 feet to a ½-inch iron rod with cap set for an angle point,
2. N 07°33'43" E for a distance of 121.27 feet to a ½-inch iron rod with cap set for an angle point,
3. N 82°26'23" W for a distance of 280.00 feet to a ½-inch iron rod with cap set for an angle point,
4. S 07°33'32" W for a distance of 121.30 feet to a ½-inch iron rod with cap set for an angle point,
5. N 82°26'42" W for a distance of 806.94 feet to a ½-inch iron rod with cap set for an angle point,
6. N 24°47'57" W for a distance of 570.46 feet to a ½-inch iron rod with cap set for an angle point,
7. N 70°04'35" E for a distance of 327.67 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 89.73 feet, said curve having a radius of 670.00 feet, a central angle of 07°40'24" and a chord bearings of N 73°54'47" E for a chord distance of 89.66 feet to a ½-inch iron rod with cap set at the end of said curve,
9. S 09°53'49" E for a distance of 149.44 feet to a ½-inch iron rod with cap set for an angle point,
10. N 80°06'18" E for a distance of 125.00 feet to a ½-inch iron rod with cap set for an angle point,
11. N 88°25'37" E for a distance of 175.95 feet to a ½-inch iron rod with cap set for an angle point,
12. S 45°10'30" E for a distance of 129.66 feet to a ½-inch iron rod with cap set for an angle point,

13. S 31°37'08" E for a distance of 65.23 feet to a ½-inch iron rod with cap set for an angle point,
14. S 39°25'05" E for a distance of 171.93 feet to a ½-inch iron rod with cap set for an angle point,
15. S 72°20'04" E for a distance of 198.08 feet to a ½-inch iron rod with cap set for an angle point,
16. N 76°29'49" E for distance of 132.89 feet to a ½-inch iron rod with cap set for an angle point,
17. N 89°05'26" E for a distance of 126.02 feet to a ½-inch iron rod with cap set for an angle point,
18. S 76°15'29" E for a distance of 131.30 feet to a ½-inch iron rod with cap set for an angle point,
19. S 88°15'06" E for a distance of 509.71 feet to a ½-inch iron rod with cap set for an angle point,
20. N 85°17'52" E for a distance of 167.24 feet to a ½-inch iron rod with cap set for an angle point,
21. N 75°03'59" E for a distance of 249.34 feet to a ½-inch iron rod with cap set for an angle point,
22. N 11°24'56" E for a distance of 69.17 feet to a ½-inch iron rod with cap set for an angle point,
23. S 78°35'06" E for a distance of 33.49 feet to a ½ inch iron rod with cap set in at the beginning of a curve to the left,
24. along said curve to the left, an arc distance of 138.44 feet, said curve having a radius of 325.00 feet, a central angle of 24°24'22" and a chord of which bears N 89°13'04" E for a chord distance of 137.40 feet to a ½-inch iron rod with cap set at the end of said curve,
25. N 77°00'45" E for a distance of 275.04 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
26. along said curve to the left, an arc distance of 74.21 feet, said curve having a radius of 1025.00 feet, a central angle of 04°08'53" and a chord of which bears N 74°56'14" E for a chord distance of 74.19 feet to a ½-inch iron rod with cap set at the end of said curve,

27. S 21°27'08" E for a distance of 71.31 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 104.89 feet, said curve having a radius 75.00 feet, a central angle of 80°08'04" and a chord which bears S 18°36'54" W for a chord distance of 96.55 feet to a ½-inch iron rod with cap set at the end of said curve,
29. S 58°40'52" W for a distance of 784.69 feet to a ½-inch iron rod with cap set for an angle point, and
30. S 38°41'52" E for a distance of 155.37 feet to the POINT OF BEGINNING and containing 26.34 acres of land, and

TRACT "C" (GOLF COURSE HOLES 13 AND 14)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 22°03'11" W, with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 603.46 feet to a ½-inch iron rod found for an angle point;

THENCE, N 21°03'35" W, continuing with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 570.06 feet to an angle point;

THENCE, S 68°56'26" W, departing the west line of said 37.995-acre tract and over and across said 813.09-acre tract, for a distance of 162.10 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and being at the beginning of a curve to the left;

THENCE, continuing over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, for the following thirty-six (36) courses;

1. along said curve to the right, an arc distance of 23.56 feet, said curve having a radius of 15.00, a central angle of 89°59'57" and a chord bearing of S 23°33'05" W, for a chord distance of 21.21 feet to a ½-inch iron rod with cap set at the end of said curve,
2. S 68°33'06" W for a distance of 25.86 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 143.97 feet, said curve having a radius of 975.00 feet, a central angle of 08°27'37" and a chord bearing of S 72°46'55" W, for a chord distance of 143.84 feet to a ½-inch iron rod with cap set at the end of said curve,

4. S 77°00'45" W for a distance of 211.58 feet to a ½-inch iron rod with cap set for an angle point,
5. N 12°58'46" W for a distance of 62.20 feet to a ½-inch iron rod with cap set for an angle point,
6. N 67°32'27" W for a distance of 263.07 feet to a ½-inch iron rod with cap set for an angle point,
7. N 86°05'42" W for a distance of 127.09 feet to a ½-inch iron rod with cap set for an angle point,
8. S 85°26'53" W for a distance of 219.31 feet to a ½-inch iron rod with cap set for an angle point,
9. N 62°21'05" W for a distance of 115.87 feet to a ½-inch iron rod with cap set for an angle point,
10. N 51°10'23" W for a distance of 77.13 feet to a ½-inch iron rod with cap set for an angle point,
11. N 06°37'14" E for a distance of 348.41 feet to a ½-inch iron rod with cap set for an angle point,
12. N 56°39'05" E for a distance of 151.22 feet to a ½-inch iron road with cap set for an angle point,
13. N 15°11'58" W for a distance of 184.34 feet to a ½-inch iron rod with cap set for an angle point,
14. N 78°06'56" W for a distance of 104.25 feet to a ½-inch iron rod with cap set for an angle point,
15. S 81°54'09" W for a distance of 510.24 feet to a ½-inch iron rod with cap set for an angle point,
16. N 82°52'50" W for a distance of 64.06 feet to a ½-inch iron rod with cap set for an angle point,
17. N 56°39'50" W for a distance of 125.25 feet to a ½-inch iron rod with cap set for an angle point,
18. N 48°25'35" W for a distance of 887.58 feet to a ½-inch iron rod with cap set for an angle point,

19. N 21°21'50" E for a distance of 70.52 feet to a ½-inch iron rod with set in a curve to the left,
20. along said curve to the left, an arc distance of 259.03 feet, said curve having a radius of 630.00 feet, a central angle of 23°33'29" and a chord bearing of S 82°50'44" E for a chord distance of 257.21 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 85°22'31" E for a distance of 217.52 feet to a ½-inch iron rod with cap set for an angle point,
22. S 13°18'30" W for a distance of 131.72 feet to a ½-inch iron rod with a cap set for an angle point,
23. S 64°52'25" E for a distance of 410.44 feet to a ½-inch iron rod with a cap set for an angle point,
24. N 85°18'51" E for a distance of 170.15 feet to a ½-inch iron rod with a cap set for an angle point,
25. N 08°45'29" W for a distance of 200.63 feet to a ½-inch iron rod with a cap set for an angle point,
26. N 81°14'28" E for a distance of 162.54 feet to a ½-inch iron rod with a cap set at the beginning of a curve to the right,
27. along said curve to the right, an arc distance of 57.13, said curve having a radius of 300.00 feet to a central angle of 10°54'39" and a chord bearing of N 86°41'47" E for a chord distance of 57.04 feet to a ½-inch iron rod with cap set at the end of said curve,
28. S 87°50'53" E for a distance of 174.24 feet to a ½-inch iron rod with cap set for an angle point,
29. S 02°09'08" W for a distance of 196.24 feet to a ½-inch iron rod with cap set for an angle point,
30. S 87°51'01" E for a distance of 116.23 feet to a ½-inch iron rod with cap set for an angle point,
31. S 31°21'52" E for a distance of 489.12 feet to a ½-inch iron rod with cap set for an angle point,
32. S 32°06'49" E for a distance of 326.54 feet to a ½ inch iron rod with cap set for an angle point,

33. S 66°54'54" E for a distance of 372.43 feet to a ½-inch iron rod with cap set for an angle point,
34. N 23°05'06" E for a distance of 108.68 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
35. along said curve to the right, an arc distance of 83.97, said curve having a radius of 275.00 feet, a central angle of 17°29'39" and a chord bearing of S 30°11'39" E, for a chord distance of 83.64 feet to a ½-inch iron rod with a cap set at the end of said curve, and
36. S 21°26'53" E for a distance of 351.65 feet to the POINT OF BEGINNING and containing 27.41 acres of land, and

TRACT "D" (GOLF COURSE HOLES 1 THROUGH 3)

COMMENCING at a ½-inch iron rod with cap found for the southeast corner of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas and being an interior ell corner in the west line of said 813.09-acre tract;

THENCE, N 66°17'48" E, over and across said 813.09-acre tract, for a distance of 579.26 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following forty-three (43) courses:

1. N 06°14'02" W for a distance of 154.00 feet to a ½-inch iron rod with cap set for an angle point,
2. N 57°51'01" E for a distance of 295.43 feet to a ½ inch iron rod with cap set for an angle point,
3. S 13°13'09" E for a distance of 155.20 feet to a ½ inch iron rod with cap set for an angle point
4. N 78°30'56" E for a distance of 362.65 feet to a ½-inch iron rod with cap set for an angle point,
5. N 16°05'54" W for a distance of 637.08 feet to a ½-inch iron rod with cap set for an angle point,
6. N 12°20'55" W for a distance of 125.27 feet to a ½-inch iron rod with cap set for an angle point,

7. N 08°28'14" E for a distance of 86.15 feet to a ½-inch iron rod with cap set for an angle point,
8. N 62°03'55" W for a distance of 135.53 feet to a ½-inch iron rod with cap set in a curve to the left,
9. along said curve to the left, an arc distance of 174.67, said curve having a radius of 325.00 feet, a central angle of 30°47'38" and a chord bearing of N 52°21'16" E, for a chord distance of 172.58 feet to a ½-inch iron road with cap set at the end of said curve,
10. S 74°23'13" E for a distance of 305.87 feet to a ½-inch iron rod with cap set for an angle point,
11. S 34°01'22" E for a distance of 95.30 feet to a ½-inch iron rod with cap set for an angle point,
12. S 11°17'54" E for a distance of 111.24 feet to a ½-inch iron rod with cap set for an angle point,
13. S 03°31'50" W for a distance of 750.02 feet to a ½-inch iron rod with cap set for an angle point,
14. S 37°35'13" W for a distance of 127.41 feet to a ½-inch iron rod with cap set for an angle point,
15. S 14°47'36" W for a distance of 234.60 feet to a ½-inch iron rod with cap set for an angle point,
16. S 47°25'16" W for a distance of 123.45 feet to a ½-inch iron rod with cap set for an angle point,
17. S 37°06'50" W for a distance of 209.68 feet to a ½-inch iron rod with cap set for an angle point,
18. S 01°58'36" W for a distance of 446.54 feet to a ½-inch iron rod with cap set for an angle point,
19. S 44°17'49" W for a distance of 585.41 feet to a ½-inch iron rod with cap set for an angle point,
20. S 88°10'07" W for a distance of 323.93 feet to a ½-inch iron rod with cap set for an angle point,

21. S 24°05'43" W for a distance of 531.85 feet to a ½-inch iron rod with cap set for an angle point,
22. S 10°49'29" W for a distance of 670.76 feet to a ½-inch iron rod with cap set for an angle point,
23. S 36°29'10" E for a distance of 171.94 feet to a ½-inch iron rod with cap set for an angle point,
24. S 41°12'37" E for a distance of 40.00 feet to a ½-inch iron rod with cap set for an angle point,
25. S 48°45'34" W for a distance of 28.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
26. along said curve to the right, an arc distance of 457.31 feet, said curve having a radius of 570.00 feet, a central angle of 45°58'05" and a chord bearing of S 71°44'36" W, for a chord distance of 445.14 feet to a ½-inch iron rod with cap set at the end of said curve,
27. N 85°15'52" W for a distance of 20.25 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 23.48 feet, said curve having a radius of 15.00 feet, a central angle of 89°42'13" and a chord bearing of N 40°25'14" W, for a chord distance of 21.16 feet to a ½-inch iron rod with cap set at the end of said curve,
29. N 04°25'52" E for a distance of 149.78 feet to a ½-inch iron rod with cap set for an angle point,
30. S 85°33'59" E for a distance of 150.00 feet to a ½-inch iron rod with cap set for an angle point,
31. N 04°25'55" E for a distance of 250.01 feet to a ½-inch iron rod with cap set for an angle point,
32. N 11°06'31" W for a distance of 353.16 feet to a ½-inch iron rod with cap set for an angle point,
33. N 66°37'44" W for a distance of 156.48 feet to a ½-inch iron rod with cap set for an angle point,
34. N 22°29'26" W for a distance of 108.00 feet to a ½-inch iron rod with cap set for an angle point,

35. N 14°23'43" E for a distance of 105.23 feet to a ½-inch iron rod with cap set for an angle point,
36. N 34°37'37" E for a distance of 104.78 feet to a ½-inch iron rod with cap set for an angle point,
37. N 43°23'34" E for a distance of 92.78 feet to a ½-inch iron rod with cap set for an angle point,
38. N 88°12'33" E for a distance of 43.28 feet to a ½-inch iron rod with cap set for an angle point,
39. N 24°05'54" E for a distance of 633.40 feet to a ½-inch iron rod with cap set for an angle point,
40. N 46°22'35" E for a distance of 461.01 feet to a ½-inch iron rod with cap set for an angle point,
41. N 39°37'31" E for a distance of 294.94 feet to a ½-inch iron rod with cap set for an angle point,
42. N 26°45'36" E for a distance of 307.47 feet to a ½-inch iron rod with cap set for an angle point, and
43. N 06°13'55" W for a distance of 157.16 feet to the POINT OF BEGINNING and containing 42.94 acres of land, and

TRACT "E" (GOLF COURSE HOLES 9 THROUGH 12)

COMMENCING at a ½-inch iron rod with cap found for the southwest corner of Lot 9 of D & N Builders Tract, an unrecorded subdivision, in Williamson County, Texas, being also the northwest corner of Lot 8 of said D & N Builders Tract, and being in the east line of said 813.09-acre tract;

THENCE, S 21°17'11" E, with the east line of said 813.09-acre tract and the west line of said Lot 8, for a distance of 88.58 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, continuing with the east line of said 813.09-acre tract and the west line of said Lot 8, and with the east line of the herein described tract, the following three (3) courses:

1. S 21°17'11" E, for a distance of 998.32 feet to an iron rod found,
2. S 40°19'57" E, for a distance of 94.58 feet to an iron rod found, and

3. S 46°39'28" E, for a distance of 182.75 feet to a ½-inch iron rod with cap set,

THENCE, departing the west line of said Lot 8 and over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, the following forty-four (44) courses:

1. S 68°06'03" W for a distance of 492.33 feet to a ½-inch iron rod with cap set for an angle point,
2. S 00°30'05" W for a distance of 428.52 feet to a ½-inch iron rod with cap set for an angle point,
3. S 68°38'17" W for a distance of 101.45 feet to a ½-inch iron rod with cap set for an angle point,
4. S 63°09'07" W for a distance of 80.61 feet to a ½-inch iron rod with cap set for an angle point,
5. S 67°10'46" W for a distance of 183.80 feet to a ½-inch iron rod with cap set for an angle point,
6. S 37°24'06" W for a distance of 100.86 feet to a ½-inch iron rod with cap set for an angle point,
7. S 10°57'17" E for a distance of 125.44 feet to a ½-inch iron rod with cap set for an angle point,
8. S 20°47'15" E for a distance of 600.26 feet to a ½-inch iron rod with cap set for an angle point,
9. S 86°59'35" W for a distance of 94.79 feet to a ½-inch iron rod with cap set for an angle point,
10. S 03°36'04" E for a distance of 443.41 feet to a ½-inch iron rod with cap set for an angle point,
11. S 27°57'52" W for a distance of 841.37 feet to a ½-inch iron rod with cap set for an angle point,
12. S 49°11'02" W for a distance of 266.92 feet to a ½-inch iron rod with cap set for an angle point,
13. S 31°12'09" W for a distance of 416.63 feet to a ½-inch iron rod with cap set for an angle point,

14. S 80°39'10" E for a distance of 185.82 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
15. along said curve to the left, an arc distance of 4.51 feet, said curve having a radius of 325.00 feet, a central angle of 00°47'43", and a chord bearing of S 08°56'53" W, for a chord distance of 4.51 feet to a ½-inch iron rod with cap set at the end of said curve,
16. S 08°33'01" W for a distance of 41.97 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
17. along said curve to the right, and arc distance of 21.45 feet, said curve having a radius of 15.00 feet, a central angle of 81°55'55" and a chord bearing of S 49°30'59" W, for a chord distance of 19.67 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,
18. along said curve to the left, an arc distance of 24.07 feet, said curve having a radius of 270.00 feet, a central angle of 05°06'25" and a chord bearing of S 87°55'43" W, for a chord distance of 24.06 feet to a ½-inch iron rod with cap set at the end of said curve,
19. S 85°22'31" W for a distance of 251.92 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
20. along said curve to the right an arc distance of 399.53 feet, said curve having a radius of 580.00 feet, a central angle of 39°28'06" and a chord of which bears N 74°53'26" W for chord distance of 391.68 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 55°09'23" W for a distance of 121.06 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
22. along said curve to the right, an arc distance of 37.36 feet, said curve having a radius of 25.00 feet, a central angle of 85°37'19" and a chord of which bears of N 12°20'43" W, for a chord distance of 33.98 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,
23. along said curve to the left, an arc distance of 187.54 feet, said curve having a radius of 630.00 feet, a central angle of 17°03'22" and a chord bearing of N 21°56'15" E, for a chord distance of 186.85 feet to a ½-inch iron rod with cap set at the end of said curve,
24. N 13°24'42" E for a distance of 202.92 feet to a ½-inch iron rod with cap set for an angle point,
25. S 76°35'13" E for a distance of 152.05 feet to a ½-inch iron rod with cap set for an angle point,

26. N 77°34'48" E for a distance of 134.69 feet to a ½-inch iron rod with cap set for an angle point,
27. N 26°42'56" E for a distance of 577.95 feet to a ½-inch iron rod with cap set for an angle point,
28. N 16°56'02" E for a distance of 557.94 feet to a ½-inch iron rod with cap set for an angle point,
29. N 02°57'25" E for a distance of 1015.62 feet to a ½-inch iron rod with cap set for an angle point,
30. N 05°08'39" W for a distance of 378.98 feet to a ½-inch iron rod with cap set for an angle point,
31. N 86°50'24" W for a distance of 140.96 feet to a ½-inch iron rod with cap set for an angle point,
32. N 03°09'40" E for a distance of 60.84 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
33. along said curve to the right, an arc distance of 325.03 feet, said curve having a radius of 520.00 feet, a central angle of 35°48'47" and a chord of which bears N 21°04'03" E for a chord distance of 319.76 feet to a ½-inch iron rod with cap set at the end of said curve,
34. N 38°58'27" E for a distance of 28.02 feet to a ½-inch iron rod with cap set at the beginning a curve to the right,
35. along said curve to the right, an arc distance of 146.07 feet, said curve having a radius of 525.00 feet, a central angle of 15°56'29" and a chord of which bears N 46°56'41" E for a chord distance of 145.60 feet to a ½-inch iron rod with cap set at the end of said curve,
36. S 41°13'41" E for a distance of 214.23 feet to a ½-inch iron rod with cap set for an angle point,
37. N 80°09'38" E for a distance of 177.61 feet to a ½-inch iron rod with cap set for an angle point,
38. N 54°08'29" E for a distance of 177.68 feet to a ½-inch iron rod with cap set for an angle point,
39. N 23°16'10" E for a distance of 175.11 feet to a ½-inch iron rod with cap set for an angle point,

40. N 23°17'45" W for a distance of 794.20 feet to a ½-inch iron rod with cap set for an angle point,
41. N 59°08'58" W for a distance of 142.20 feet to a ½-inch iron rod with cap set for an angle point,
42. N 30°50'59" E for a distance of 239.79 feet to a ½-inch iron rod with cap set for an angle point,
43. S 45°33'33" E for a distance of 318.15 feet to a ½-inch iron rod with cap set for an angle point, and
44. N 68°44'34" E for a distance of 171.59 feet to the POINT OF BEGINNING and containing 62.36 acres of land, and

TRACT "F" (GOLF COURSE HOLES 4 THROUGH 8)

COMMENCING at a iron rod found for the northwest corner of said 813.09-acre tract, being also the northeast corner of that certain 121.21-acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Deed Records of Williamson County, Texas, and being in the south line of that certain 170.00-acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Deed Records of Williamson County, Texas;

THENCE, S 21°11'17" E, with the west line of said 813.09-acre tract and the east line of said 121.21-acre tract, for a distance of 623.58 feet to a point;

THENCE, N 68°48'44" E, departing the west line of said 121.21-acre tract and over and across said 813.09-acre tract, for a distance of 75.91 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the north, east, south and west lines of the herein described tract, the following seventy-nine (79) courses and distances;

1. N 70°28'14" E for a distance of 71.46 feet to a ½-inch iron rod with cap set,
2. N 35°05'28" E for a distance of 142.88 feet to a ½-inch iron rod with cap set,
3. N 14°08'14" W for a distance of 181.94 feet to a ½-inch iron rod with cap set,
4. N 35°20'02" E for a distance of 198.98 feet to a ½-inch iron rod with cap set,
5. N 74°21'50" E for a distance of 420.70 feet to a ½-inch iron rod with cap set,

6. N 68°29'53" E for a distance of 552.15 feet to a ½-inch iron rod with cap set,
7. N 47°48'35" E for a distance of 190.99 feet to a ½-inch iron rod with cap set,
8. N 69°56'30" E for a distance of 38.40 feet to a ½-inch iron rod with cap set,
9. S 61°02'51" E for a distance of 64.84 feet to a ½-inch iron rod with cap set,
10. N 76°52'55" E for a distance of 1153.90 feet to a ½-inch iron rod with cap set,
11. S 67°03'29" E for a distance of 221.86 feet to a ½-inch iron rod with cap set,
12. S 33°03'36" E for a distance of 356.69 feet to a ½-inch iron rod with cap set,
13. S 07°41'06" E for a distance of 89.96 feet to a ½-inch iron rod with cap set,
14. S 44°38'30" E for a distance of 33.01 feet to a ½-inch iron rod with cap set,
15. S 13°01'07" W for a distance of 67.80 feet to a ½-inch iron rod with cap set,
16. S 57°46'51" W for a distance of 125.46 feet to a ½-inch iron rod with cap set,
17. S 13°18'58" E for a distance of 907.91 feet to a ½-inch iron rod with cap set,
18. S 67°19'56" E for a distance of 152.19 feet to a ½-inch iron rod with cap set,
19. N 68°59'57" E for a distance of 116.93 feet to a ½-inch iron rod with cap set,
20. S 56°44'10" E for a distance of 81.94 feet to a ½-inch iron rod with cap set,
21. S 27°34'51" E for a distance of 51.21 feet to a ½-inch iron rod with cap set,
22. N 67°46'31" E for a distance of 160.41 feet to a ½-inch iron rod with cap set in a curve to the right,
23. along said curve to the right, an arc distance of 159.37 feet, said curve having a radius of 375.00 feet, a central angle of 24°21'00" and a chord bearing of S 21°12'10" E, for a chord distance of 158.17 feet to a ½-inch iron rod with cap set at the end of said curve,
24. S 55°47'00" W for a distance of 243.74 feet to a ½-inch iron rod with cap set,
25. S 01°00'34" W for a distance of 124.89 feet to a ½-inch iron rod with cap set,
26. S59°08'50" E for a distance of 127.83 feet to a ½-inch iron rod with cap set,

27. S 30°50'59" W for a distance of 174.27 feet to a ½-inch iron rod with cap set,
28. N 59°08'56" W for a distance of 148.17 feet to a ½-inch iron rod with cap set,
29. S 54°23'37" W for a distance of 164.97 feet to a ½-inch iron rod with cap set,
30. S 72°01'42" W for a distance of 141.18 feet to a ½-inch iron rod with cap set,
31. N 85°04'04" W for a distance of 125.03 feet to a ½-inch iron rod with cap set,
32. N 77°17'06" W for a distance of 324.31 feet to a ½-inch iron rod with cap set,
33. N 04°38'30" E for a distance of 230.53 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
34. along said curve to the left, an arc distance of 114.67 feet, said curve having a radius of 625.00 feet, a central angle of 10°30'44" and a chord bearing of N 00°36'52" W, for a chord distance of 114.51 feet to a ½-inch iron rod with cap set at the end of said curve,
35. S 64°02'03" E for a distance of 85.80 feet to a ½-inch iron rod with cap set,
36. S 71°25'10" E for a distance of 141.48 feet to a ½-inch iron rod with cap set,
37. N 20°15'41" W for a distance of 726.12 feet to a ½-inch iron rod with cap set,
38. N 64°26'07" E for a distance of 160.10 feet to a ½-inch iron rod with cap set,
39. N 00°54'53" E for a distance of 485.45 feet to a ½-inch iron rod with cap set,
40. N 40°40'08" W for a distance of 351.87 feet to a ½-inch iron rod with cap set,
41. N 82°08'24" W for a distance of 195.97 feet to a ½-inch iron rod with cap set,
42. N 87°09'24" W for a distance of 386.05 feet to a ½-inch iron rod with cap set,
43. S 57°16'01" W for a distance of 80.21 feet to a ½-inch iron rod with cap set,
44. S 07°51'42" W for a distance of 153.79 feet to a ½-inch iron rod with cap set,
45. S 68°16'30" W for a distance of 669.29 feet to a ½-inch iron rod with cap set,
46. S 87°38'08" W for a distance of 578.81 feet to a ½-inch iron rod with cap set,

47. S 02°21'53" E for a distance of 435.42 feet to a ½-inch iron rod with cap set,
48. S 60°06'22" E for a distance of 38.97 feet to a ½-inch iron rod with cap set,
49. S 65°12'15" E for a distance of 352.67 feet to a ½-inch iron rod with cap set,
50. S 43°53'28" E for a distance of 91.31 feet to a ½-inch iron rod with cap set,
51. S 11°45'40" E for a distance of 41.95 feet to a ½ inch iron rod with cap set,
52. S 04°00'03" E for a distance of 554.39 feet to a ½-inch iron rod with cap set,
53. S 55°22'22" E for a distance of 68.33 feet to a ½-inch iron rod with cap set,
54. S 72°00'15" E for a distance of 89.53 feet to a ½-inch iron rod with cap set,
55. S 43°29'10" E for a distance of 971.52 feet to a ½-inch iron rod with cap set,
56. S 32°59'58" E for a distance of 732.61 feet to a ½-inch iron rod with cap set,
57. S 55°08'28" E for a distance of 84.58 feet to a ½-inch iron rod with cap set in a curve to the right,
58. along said curve to the right, an arc distance of 322.42 feet, said curve having a radius of 275.00 feet, a central angle of 67°10'30" and a chord bearing of S 72°23'04" W, for a chord distance of 304.27 feet to a ½-inch iron rod with cap set at the end of said curve,
59. N 74°01'41" W for a distance of 7.82 feet to a ½-inch iron rod with cap set,
60. N 15°58'32" E for a distance of 116.04 feet to a ½ inch iron rod with cap set,
61. N 49°54'46" W for a distance of 374.39 feet to a ½-inch iron rod with cap set,
62. S 16°12'49" W for a distance of 262.05 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
63. along said curve to the right, an arc distance of 132.12 feet, said curve having a radius of 375.00 feet, a central angle of 20°11'09" and a chord bearing of N 52°52'33" W, for a chord distance of 131.43 feet to a ½-inch iron rod with cap set at the end of said curve,
64. N 42°46'58" W for a distance of 120.26 feet to a ½-inch iron rod with cap set,
65. N 47°13'04" E for a distance of 232.97 feet to a ½-inch iron rod with cap set,

66. N 51°53'20" W for a distance of 306.37 feet to a ½-inch iron rod with cap set,
67. N 61°11'13" W for a distance of 511.94 feet to a ½-inch iron rod with cap set,
68. N 38°03'04" W for a distance of 117.77 feet to a ½-inch iron rod with cap set,
69. N 14°56'14" W for a distance of 572.55 feet to a ½-inch iron rod with cap set,
70. N 73°45'44" W for a distance of 305.35 feet to a ½-inch iron rod with cap set,
71. N 21°11'58" W for a distance of 30.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
72. along said curve to the left, an arc distance of 33.10 feet, said curve having a radius of 420.00 feet, a central angle 04°30'55" and a chord bearing of N 23°27'26" W, for a chord distance of 33.09 feet to a ½-inch iron rod with cap set at the end of said curve,
73. S 73°44'59" E for a distance of 189.67 feet to a ½-inch iron rod with cap set,
74. N 17°10'57" E for a distance of 46.30 feet to a ½-inch iron rod with cap set,
75. N 20°59'54" W for a distance of 244.07 feet to a ½-inch iron rod with cap set,
76. N 52°15'24" W for a distance of 381.90 feet to a ½-inch iron rod with cap set,
77. S 46°23'19" W for a distance of 149.70 feet to a ½-inch iron rod with cap set in a curve to the right,
78. along said curve to the right, an arc distance of 81.81 feet, said curve having a radius of 275.00 feet, a central angle 17°02'38" and a chord bearing of N 28°03'06" W, for a chord distance of 81.51 feet to a ½ inch iron rod set at the end of said curve, and
79. N 19°31'46" w for a distance of 391.11 feet to the POINT OF BEGINNING and containing 73.80 acres of land, and

TRACT "G" (GOLF COURSE HOLES 17, 18 AND CLUBHOUSE)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 4300.70 feet to a point;

THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract for a distance of 443.10 feet to a ½-inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract the following nineteen (19) courses:

1. N 81°23'38" W for a distance of 434.62 feet to a ½ inch iron rod set at the beginning of a curve to the right,
2. along said curve to the right, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60°06'31" and a chord bearing of N 51°20'15" W for a chord distance of 651.07 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
3. along said curve to the right, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65°46'17" and a chord bearing of N 11°36'09" E for a chord distance of 16.29 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
4. along said curve to the left, an arc distance of 85.19 feet, said curve having a radius of 90.00 feet, a central angle of 54°14'03" and a chord bearing of N 17°22'16" E for a chord distance of 82.05 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right,
5. along said curve to the right, an arc distance of 17.48 feet, said curve having a radius of 15.00 feet, a central angle of 66°46'16" and a chord bearing of N 23°38'22" E for a chord distance of 16.51 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
6. along said curve to the right, an arc distance of 375.08 feet, said curve having a radius of 570.00 feet, a central angle of 37°42'09" and a chord bearing of N 75°52'35" E for a chord distance of 368.35 feet to a ½ inch iron rod with cap set at the end of said curve,
7. S 85°16'21" E for a distance of 102.17 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
8. along said curve to the left, an arc distance of 505.45 feet, said curve having a radius of 630.00 feet, a central angle of 45°58'05" and a chord bearing of N 71°44'36" E for a chord distance of 492.00 feet to a ½ inch iron rod with cap set at the end of said curve,
9. N 48°45'34" E for a distance of 4.14 feet to a ½ inch iron rod with cap set,
10. S 42°28'54" E for a distance of 198.81 feet to a ½ inch iron rod with cap set,

11. N 47°32'15" E for a distance of 325.00 feet to a ½ inch iron rod with cap set,
12. S 86°51'40" E for a distance of 923.56 feet to a ½ inch iron rod with cap set,
13. S 31°31'23" E for a distance of 87.66 feet to a ½ inch iron rod with cap set,
14. S 21°14'43" W for a distance of 534.26 feet to a ½ inch iron rod with cap set in a curve to the left,
15. along said curve to the left, an arc distance of 87.02 feet, said curve having a radius of 440.00 feet, a central angle of 11°19'53" and a chord bearing of S 85°46'07" W for a chord distance of 86.88 feet to a ½ inch iron rod with cap set at the end of said curve,
16. S 80°06'10" W for a distance of 109.29 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
17. along said curve to the left, an arc distance of 127.75 feet, said curve having a radius of 730.00 feet, a central angle of 10°01'35" and a chord bearing of S 75°05'23" W for a chord distance of 127.58 feet to a ½ inch iron rod with cap set at the end of said curve,
18. S 70°04'35" W for a distance of 509.39 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and
19. along said curve to the right, an arc distance of 383.41 feet, said curve having a radius of 770.00 feet, a central angle of 28°31'46" and a chord bearing of S 84°20'28" W for a chord distance of 379.46 feet to the POINT OF BEGINNING and containing 32.63 acres of land, and

TRACT "H" (MAINTENANCE FACILITY)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being the northerly line of State Highway No. 29, a 100-foot right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 1123.07 feet to a point being in the east line of said 813.09-acre tract and being in the east line of that certain 12.564-acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20°41'21" W, with the west line of said 813.09-acre tract and the east line of said 2.564-acre tract, for a distance of 266.08 feet to an iron rod found for the northeast corner of said 12.564-acre tract, being also an angle point in the west line of said 813.09-acre tract and being the southeast corner of that certain 20.0-acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21°12'27" W, continuing with the west line of said 813.09 acre tract and with the east line of said 20.0-acre tract, for a distance of 618.25 feet to an angle point;

THENCE, N 68°47'33" E, departing the east line of said 20.0-acre tract and over and across said 813.09-acre tract, for a distance of 60.67 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, N 21°18'57" W, continuing over and across said 813.09-acre tract, with the west line of the herein described tract, for a distance of 350.37 feet to a ½-inch iron rod with cap set for the northwest corner of the herein described tract, being also in the north line of said 813.09-acre tract and being in the south line of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE, N 69°56'01" E, with the north line of the herein described tract, the north line of said 813.09-acre tract and the south line of said 98.30-acre tract, for a distance of 350.66 feet to a ½-inch iron rod with cap found for the northeast corner of the herein described tract;

THENCE, departing the south line of said 98.30-acre tract and over and across said 813.09-acre tract, with the east and south lines of the herein described tract, the following three (3) courses and distances:

1. S 20°32'08" E, for a distance of 372.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract,
2. S 69°27'47" W for a distance of 320.53 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and

along said curve to the right, an arc distance of 39.61 feet, said curve having a radius of 25.00 feet, a central angle of 90°46'43" and a chord bearing of N 65°55'35" W for a chord distance of 35.60 feet to the POINT OF BEGINNING and containing 2.98 acres of land, for a combined total in all seven tract of 287.81 acres of land.

FOR A REMAINING TOTAL OF 525.18 ACRES OF LAND

Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 1983
Convergence = 01°21'27".

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

FN 00-035-011-02,
JANUARY 25, 2001

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during January 2001 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of JANUARY 2001, A.D.

Vara Land Surveying
7035 F.M. 2244, Suite 200
Austin, Texas 78746

William D. Warrick
William D. Warrick
Registered Professional Land Surveyor
No. 4426 – State of Texas

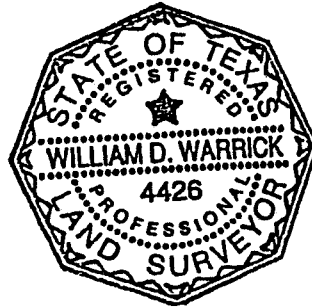


EXHIBIT "B"
LEGAL DESCRIPTION OF THE CLUB PROPERTY

The legal description of the Club Property is set forth in the attached Exhibit "B-1".

EXHIBIT "B-1"

GOLF COURSE TRACTS
287.81 ACRES

FN 00-035-011-01R
JANUARY 24, 2001

DESCRIPTION OF 287.81 ACRES, BEING A 19.35-ACRE TRACT OF LAND, HEREIN CALLED TRACT "A", A 26.34-ACRE TRACT OF LAND, HEREIN CALLED TRACT "B", A 27.41-ACRE TRACT OF LAND, HEREIN CALLED TRACT "C", A 42.94-ACRE TRACT OF LAND, HEREIN CALLED TRACT "D", A 62.36-ACRE TRACT OF LAND, HEREIN CALLED TRACT "E", A 73.80-ACRE TRACT OF LAND, HEREIN CALLED TRACT "F", A 32.63-ACRE TRACT OF LAND, HEREIN CALLED TRACT "G", AND A 2.98-ACRE TRACT OF LAND, HEREIN CALLED TRACT "H", ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, BEING A PORTION OF THAT CERTAIN CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.35-ACRE TRACT "A", 26.34-ACRE, TRACT "B", 27.41-ACRE TRACT "C", 42.94-ACRE TRACT "D", 62.36-ACRE TRACT "E", 73.80-ACRE TRACT "F", 32.63-ACRE TRACT "G", AND 2.98-ACRE TRACT "H" BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT "A" (DRIVING RANGE)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100-foot wide right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 351.38 feet to a point being in the west line of said 813.09-acre tract and being in the east line of that certain 8.725-acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County, Texas;

THENCE, N 68°45'54" E, departing the east line of said 8.725-acre tract and over and across said 813.09-acre tract, for a distance of 65.84 feet to an iron rod with cap set for the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following fifteen (15) courses:

GOLF COURSE TRACTS
287.81 Acres

FN 00-035-011-01R
January 24, 2001

1. N 21°18'57" W for a distance of 1555.98 feet to an ½-inch iron rod with cap set at the beginning of a curve to the right and being the northwest corner of the herein described tract,
2. along said curve to the right, an arc distance of 38.93 feet said curve having a radius of 25.00 feet, a central angle of 89° 13' 17" and a chord bearing of N 24° 04' 25" E for a chord distance of 35.12 feet to a ½ inch iron rod with cap set at the end of said curve,
3. N 69°27'44" E for a distance of 351.10 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract,
4. S 25°48'31" E for a distance of 1142.53 feet to a ½-inch iron rod with cap set,
5. S 86°46'02" E for a distance of 255.00 feet to a ½-inch iron rod with cap set,
6. S 04°26'09" W for a distance of 182.05 feet to a ½-inch iron rod with cap set,
7. S 85°33'57" E for a distance of 404.18 feet to a ½-inch iron rod with cap set,
8. S 04°25'52" W for a distance of 143.26 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right and being the southeast corner of the herein described tract,
9. along said curve to the right, an arc distance of 23.64 feet, said curve having a radius of 15.00, a central angle of 90°17'47" and a chord bearing of S 49°34'46" W and a chord distance of 21.27 to a ½-inch iron rod with cap set at the end of said curve,
10. N 85° 21' 25" W for a distance of 1.92 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
11. along said curve to the left, an arc distance of 417.88 feet, said curve having a radius of 630.00 feet, a central angle of 38°00'17" and a chord bearing of S 75°43'31" W and a chord distance of 410.27 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the right,
12. along said curve to the right, an arc distance of 16.43 feet, said curve having a radius of 15.00, a central angle of 62°44'37" and a chord bearing of S 88°05'40" W, for a chord distance of 15.62 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the left,
13. along said curve to the left, an arc distance of 156.99 feet, said curve having a radius of 90.00 feet, a central angle of 99°56'52" and a chord bearing of S 69°29'32" W, for a chord distance of 137.83 feet to a ½-inch iron rod with ca set at the end of said curve,
14. N 70°29'12" W for a distance of 131.58 feet to a ½-inch iron rod with cap set, and

15. S 68°46'05" W for a distance of 239.13 feet to the POINT OF BEGINNING and containing 19.35 acres of land, and

TRACT "B" (GOLF COURSE HOLES 15 AND 16)

BEGINNING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 1269.10 feet to a point;

THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract, for a distance of 78.82 feet to a ½-inch iron rod with cap set for the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the south, west, north and east lines of the herein described tract, the following thirty (30) courses and distances:

1. N 82°26'41" W for a distance of 1081.02 feet to a ½-inch iron rod with cap set for an angle point,
2. N 07°33'43" E for a distance of 121.27 feet to a ½-inch iron rod with cap set for an angle point,
3. N 82°26'23" W for a distance of 280.00 feet to a ½-inch iron rod with cap set for an angle point,
4. S 07°33'32" W for a distance of 121.30 feet to a ½-inch iron rod with cap set for an angle point,
5. N 82°26'42" W for a distance of 806.94 feet to a ½-inch iron rod with cap set for an angle point,
6. N 24°47'57" W for a distance of 570.46 feet to a ½-inch iron rod with cap set for an angle point,
7. N 70°04'35" E for a distance of 327.67 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 89.73 feet, said curve having a radius of 670.00 feet, a central angle of 07°40'24" and a chord bearings of N 73°54'47" E for a chord distance of 89.66 feet to a ½-inch iron rod with cap set at the end of said curve,

9. S 09°53'49" E for a distance of 149.44 feet to a ½-inch iron rod with cap set for an angle point,
10. N 80°06'18" E for a distance of 125.00 feet to a ½-inch iron rod with cap set for an angle point,
11. N 88°25'37" E for a distance of 175.95 feet to a ½-inch iron rod with cap set for an angle point,
12. S 45°10'30" E for a distance of 129.66 feet to a ½-inch iron rod with cap set for an angle point,
13. S 31°37'08" E for a distance of 65.23 feet to a ½-inch iron rod with cap set for an angle point,
14. S 39°25'05" E for a distance of 171.93 feet to a ½-inch iron rod with cap set for an angle point,
15. S 72°20'04" E for a distance of 198.08 feet to a ½-inch iron rod with cap set for an angle point,
16. N 76°29'49" E for distance of 132.89 feet to a ½-inch iron rod with cap set for an angle point,
17. N 89°05'26" E for a distance of 126.02 feet to a ½-inch iron rod with cap set for an angle point,
18. S 76°15'29" E for a distance of 131.30 feet to a ½-inch iron rod with cap set for an angle point,
19. S 88°15'06" E for a distance of 509.71 feet to a ½-inch iron rod with cap set for an angle point,
20. N 85°17'52" E for a distance of 167.24 feet to a ½-inch iron rod with cap set for an angle point,
21. N 75°03'59" E for a distance of 249.34 feet to a ½-inch iron rod with cap set for an angle point,
22. N 11°24'56" E for a distance of 69.17 feet to a ½-inch iron rod with cap set for an angle point,
23. S 78°35'06" E for a distance of 33.49 feet to a ½ inch iron rod with cap set in at the beginning of a curve to the left,

24. along said curve to the left, an arc distance of 138.44 feet, said curve having a radius of 325.00 feet, a central angle of 24°24'22" and a chord of which bears N 89°13'04" E for a chord distance of 137.40 feet to a ½-inch iron rod with cap set at the end of said curve,
25. N 77°00'45" E for a distance of 275.04 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
26. along said curve to the left, an arc distance of 74.21 feet, said curve having a radius of 1025.00 feet, a central angle of 04°08'53" and a chord of which bears N 74°56'14" E for a chord distance of 74.19 feet to a ½-inch iron rod with cap set at the end of said curve,
27. S 21°27'08" E for a distance of 71.31 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 104.89 feet, said curve having a radius of 75.00 feet, a central angle of 80°08'04" and a chord which bears S 18°36'54" W for a chord distance of 96.55 feet to a ½-inch iron rod with cap set at the end of said curve,
29. S 58°40'52" W for a distance of 784.69 feet to a ½-inch iron rod with cap set for an angle point, and
30. S 38°41'52" E for a distance of 155.37 feet to the POINT OF BEGINNING and containing 26.34 acres of land, and

TRACT "C" (GOLF COURSE HOLES 13 AND 14)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 22°03'11" W, with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 603.46 feet to a ½-inch iron rod found for an angle point;

THENCE, N 21°03'35" W, continuing with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 570.06 feet to an angle point;

THENCE, S 68°56'26" W, departing the west line of said 37.995-acre tract and over and across said 813.09-acre tract, for a distance of 162.10 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and being at the beginning of a curve to the left;

THENCE, continuing over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, for the following thirty-six (36) courses;

1. along said curve to the right, an arc distance of 23.56 feet, said curve having a radius of 15.00, a central angle of 89°59'57" and a chord bearing of S 23°33'05" W, for a chord distance of 21.21 feet to a ½-inch iron rod with cap set at the end of said curve,
2. S 68°33'06" W for a distance of 25.86 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 143.97 feet, said curve having a radius of 975.00 feet, a central angle of 08°27'37" and a chord bearing of S 72°46'55" W, for a chord distance of 143.84 feet to a ½-inch iron rod with cap set at the end of said curve,
4. S 77°00'45" W for a distance of 211.58 feet to a ½-inch iron rod with cap set for an angle point,
5. N 12°58'46" W for a distance of 62.20 feet to a ½-inch iron rod with cap set for an angle point,
6. N 67°32'27" W for a distance of 263.07 feet to a ½-inch iron rod with cap set for an angle point,
7. N 86°05'42" W for a distance of 127.09 feet to a ½-inch iron rod with cap set for an angle point,
8. S 85°26'53" W for a distance of 219.31 feet to a ½-inch iron rod with cap set for an angle point,
9. N 62°21'05" W for a distance of 115.87 feet to a ½-inch iron rod with cap set for an angle point,
10. N 51°10'23" W for a distance of 77.13 feet to a ½-inch iron rod with cap set for an angle point,
11. N 06°37'14" E for a distance of 348.41 feet to a ½-inch iron rod with cap set for an angle point,
12. N 56°39'05" E for a distance of 151.22 feet to a ½-inch iron road with cap set for an angle point,
13. N 15°11'58" W for a distance of 184.34 feet to a ½-inch iron rod with cap set for an angle point,
14. N 78°06'56" W for a distance of 104.25 feet to a ½-inch iron rod with cap set for an angle point,

15. S 81°54'09" W for a distance of 510.24 feet to a ½-inch iron rod with cap set for an angle point,
16. N 82°52'50" W for a distance of 64.06 feet to a ½-inch iron rod with cap set for an angle point,
17. N 56°39'50" W for a distance of 125.25 feet to a ½-inch iron rod with cap set for an angle point,
18. N 48°25'35" W for a distance of 887.58 feet to a ½-inch iron rod with cap set for an angle point,
19. N 21°21'50" E for a distance of 70.52 feet to a ½-inch iron rod with set in a curve to the left,
20. along said curve to the left, an arc distance of 259.03 feet, said curve having a radius of 630.00 feet, a central angle of 23°33'29" and a chord bearing of S 82°50'44" E for a chord distance of 257.21 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 85°22'31" E for a distance of 217.52 feet to a ½-inch iron rod with cap set for an angle point,
22. S 13°18'30" W for a distance of 131.72 feet to a ½-inch iron rod with a cap set for an angle point,
23. S 64°52'25" E for a distance of 410.44 feet to a ½-inch iron rod with a cap set for an angle point,
24. N 85°18'51" E for a distance of 170.15 feet to a ½-inch iron rod with a cap set for an angle point,
25. N 08°45'29" W for a distance of 200.63 feet to a ½-inch iron rod with a cap set for an angle point,
26. N 81°14'28" E for a distance of 162.54 feet to a ½-inch iron rod with a cap set at the beginning of a curve to the right,
27. along said curve to the right, an arc distance of 57.13, said curve having a radius of 300.00 feet to a central angle of 10°54'39" and a chord bearing of N 86°41'47" E for a chord distance of 57.04 feet to a ½-inch iron rod with cap set at the end of said curve,
28. S 87°50'53" E for a distance of 174.24 feet to a ½-inch iron rod with cap set for an angle point,

29. S 02°09'08" W for a distance of 196.24 feet to a ½-inch iron rod with cap set for an angle point,
30. S 87°51'01" E for a distance of 116.23 feet to a ½-inch iron rod with cap set for an angle point,
31. S 31°21'52" E for a distance of 489.12 feet to a ½-inch iron rod with cap set for an angle point,
32. S 32°06'49" E for a distance of 326.54 feet to a ½ inch iron rod with cap set for an angle point,
33. S 66°54'54" E for a distance of 372.43 feet to a ½-inch iron rod with cap set for an angle point,
34. N 23°05'06" E for a distance of 108.68 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
35. along said curve to the right, an arc distance of 83.97, said curve having a radius of 275.00 feet, a central angle of 17°29'39" and a chord bearing of S 30°11'39" E, for a chord distance of 83.64 feet to a ½-inch iron rod with a cap set at the end of said curve, and
36. S 21°26'53" E for a distance of 351.65 feet to the POINT OF BEGINNING and containing 27.41 acres of land, and

TRACT "D" (GOLF COURSE HOLES 1 THROUGH 3)

COMMENCING at a ½-inch iron rod with cap found for the southeast corner of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas and being an interior ell corner in the west line of said 813.09-acre tract;

THENCE, N 66°17'48" E, over and across said 813.09-acre tract, for a distance of 579.26 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following forty-three (43) courses:

1. N 06°14'02" W for a distance of 154.00 feet to a ½-inch iron rod with cap set for an angle point,
2. N 57°51'01" E for a distance of 295.43 feet to a ½ inch iron rod with cap set for an angle point,

3. S 13°13'09" E for a distance of 155.20 feet to a ½ inch iron rod with cap set for an angle point
4. N 78°30'56" E for a distance of 362.65 feet to a ½-inch iron rod with cap set for an angle point,
5. N 16°05'54" W for a distance of 637.08 feet to a ½-inch iron rod with cap set for an angle point,
6. N 12°20'55" W for a distance of 125.27 feet to a ½-inch iron rod with cap set for an angle point,
7. N 08°28'14" E for a distance of 86.15 feet to a ½-inch iron rod with cap set for an angle point,
8. N 62°03'55" W for a distance of 135.53 feet to a ½-inch iron rod with cap set in a curve to the left,
9. along said curve to the left, an arc distance of 174.67, said curve having a radius of 325.00 feet, a central angle of 30°47'38" and a chord bearing of N 52°21'16" E, for a chord distance of 172.58 feet to a ½-inch iron road with cap set at the end of said curve,
10. S 74°23'13" E for a distance of 305.87 feet to a ½-inch iron rod with cap set for an angle point,
11. S 34°01'22" E for a distance of 95.30 feet to a ½-inch iron rod with cap set for an angle point,
12. S 11°17'54" E for a distance of 111.24 feet to a ½-inch iron rod with cap set for an angle point,
13. S 03°31'50" W for a distance of 750.02 feet to a ½-inch iron rod with cap set for an angle point,
14. S 37°35'13" W for a distance of 127.41 feet to a ½-inch iron rod with cap set for an angle point,
15. S 14°47'36" W for a distance of 234.60 feet to a ½-inch iron rod with cap set for an angle point,
16. S 47°25'16" W for a distance of 123.45 feet to a ½-inch iron rod with cap set for an angle point,
17. S 37°06'50" W for a distance of 209.68 feet to a ½-inch iron rod with cap set for an angle point,

18. S 01°58'36" W for a distance of 446.54 feet to a ½-inch iron rod with cap set for an angle point,
19. S 44°17'49" W for a distance of 585.41 feet to a ½-inch iron rod with cap set for an angle point,
20. S 88°10'07" W for a distance of 323.93 feet to a ½-inch iron rod with cap set for an angle point,
21. S 24°05'43" W for a distance of 531.85 feet to a ½-inch iron rod with cap set for an angle point,
22. S 10°49'29" W for a distance of 670.76 feet to a ½-inch iron rod with cap set for an angle point,
23. S 36°29'10" E for a distance of 171.94 feet to a ½-inch iron rod with cap set for an angle point,
24. S 41°12'37" E for a distance of 40.00 feet to a ½-inch iron rod with cap set for an angle point,
25. S 48°45'34" W for a distance of 28.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
26. along said curve to the right, an arc distance of 457.31 feet, said curve having a radius of 570.00 feet, a central angle of 45°58'05" and a chord bearing of S 71°44'36" W, for a chord distance of 445.14 feet to a ½-inch iron rod with cap set at the end of said curve,
27. N 85°15'52" W for a distance of 20.25 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 23.48 feet, said curve having a radius of 15.00 feet, a central angle of 89°42'13" and a chord bearing of N 40°25'14" W, for a chord distance of 21.16 feet to a ½-inch iron rod with cap set at the end of said curve,
29. N 04°25'52" E for a distance of 149.78 feet to a ½-inch iron rod with cap set for an angle point,
30. S 85°33'59" E for a distance of 150.00 feet to a ½-inch iron rod with cap set for an angle point,
31. N 04°25'55" E for a distance of 250.01 feet to a ½-inch iron rod with cap set for an angle point,

32. N 11°06'31" W for a distance of 353.16 feet to a ½-inch iron rod with cap set for an angle point,
33. N 66°37'44" W for a distance of 156.48 feet to a ½-inch iron rod with cap set for an angle point,
34. N 22°29'26" W for a distance of 108.00 feet to a ½-inch iron rod with cap set for an angle point,
35. N 14°23'43" E for a distance of 105.23 feet to a ½-inch iron rod with cap set for an angle point,
36. N 34°37'37" E for a distance of 104.78 feet to a ½-inch iron rod with cap set for an angle point,
37. N 43°23'34" E for a distance of 92.78 feet to a ½-inch iron rod with cap set for an angle point,
38. N 88°12'33" E for a distance of 43.28 feet to a ½-inch iron rod with cap set for an angle point,
39. N 24°05'54" E for a distance of 633.40 feet to a ½-inch iron rod with cap set for an angle point,
40. N 46°22'35" E for a distance of 461.01 feet to a ½-inch iron rod with cap set for an angle point,
41. N 39°37'31" E for a distance of 294.94 feet to a ½-inch iron rod with cap set for an angle point,
42. N 26°45'36" E for a distance of 307.47 feet to a ½-inch iron rod with cap set for an angle point, and
43. N 06°13'55" W for a distance of 157.16 feet to the POINT OF BEGINNING and containing 42.94 acres of land, and

TRACT "E" (GOLF COURSE HOLES 9 THROUGH 12)

COMMENCING at a ½-inch iron rod with cap found for the southwest corner of Lot 9 of D & N Builders Tract, an unrecorded subdivision, in Williamson County, Texas, being also the northwest corner of Lot 8 of said D & N Builders Tract, and being in the east line of said 813.09-acre tract;

THENCE, S 21°17'11" E, with the east line of said 813.09-acre tract and the west line of said Lot 8, for a distance of 88.58 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, continuing with the east line of said 813.09-acre tract and the west line of said Lot 8, and with the east line of the herein described tract, the following three (3) courses:

1. S 21°17'11" E, for a distance of 998.32 feet to an iron rod found,
2. S 40°19'57" E, for a distance of 94.58 feet to an iron rod found, and
3. S 46°39'28" E, for a distance of 182.75 feet to a ½-inch iron rod with cap set,

THENCE, departing the west line of said Lot 8 and over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, the following forty-four (44) courses:

1. S 68°06'03" W for a distance of 492.33 feet to a ½-inch iron rod with cap set for an angle point,
2. S 00°30'05" W for a distance of 428.52 feet to a ½-inch iron rod with cap set for an angle point,
3. S 68°38'17" W for a distance of 101.45 feet to a ½-inch iron rod with cap set for an angle point,
4. S 63°09'07" W for a distance of 80.61 feet to a ½-inch iron rod with cap set for an angle point,
5. S 67°10'46" W for a distance of 183.80 feet to a ½-inch iron rod with cap set for an angle point,
6. S 37°24'06" W for a distance of 100.86 feet to a ½-inch iron rod with cap set for an angle point,
7. S 10°57'17" E for a distance of 125.44 feet to a ½-inch iron rod with cap set for an angle point,
8. S 20°47'15" E for a distance of 600.26 feet to a ½-inch iron rod with cap set for an angle point,
9. S 86°59'35" W for a distance of 94.79 feet to a ½-inch iron rod with cap set for an angle point,

10. S 03°36'04" E for a distance of 443.41 feet to a ½-inch iron rod with cap set for an angle point,
11. S 27°57'52" W for a distance of 841.37 feet to a ½-inch iron rod with cap set for an angle point,
12. S 49°11'02" W for a distance of 266.92 feet to a ½-inch iron rod with cap set for an angle point,
13. S 31°12'09" W for a distance of 416.63 feet to a ½-inch iron rod with cap set for an angle point,
14. S 80°39'10" E for a distance of 185.82 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
15. along said curve to the left, an arc distance of 4.51 feet, said curve having a radius of 325.00 feet, a central angle of 00°47'43", and a chord bearing of S 08°56'53" W, for a chord distance of 4.51 feet to a ½-inch iron rod with cap set at the end of said curve,
16. S 08°33'01" W for a distance of 41.97 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
17. along said curve to the right, and arc distance of 21.45 feet, said curve having a radius of 15.00 feet, a central angle of 81°55'55" and a chord bearing of S 49°30'59" W, for a chord distance of 19.67 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,
18. along said curve to the left, an arc distance of 24.07 feet, said curve having a radius of 270.00 feet, a central angle of 05°06'25" and a chord bearing of S 87°55'43" W, for a chord distance of 24.06 feet to a ½-inch iron rod with cap set at the end of said curve,
19. S 85°22'31" W for a distance of 251.92 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
20. along said curve to the right an arc distance of 399.53 feet, said curve having a radius of 580.00 feet, a central angle of 39°28'06" and a chord of which bears N 74°53'26" W for chord distance of 391.68 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 55°09'23" W for a distance of 121.06 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
22. along said curve to the right, an arc distance of 37.36 feet, said curve having a radius of 25.00 feet, a central angle of 85°37'19" and a chord of which bears of N 12°20'43" W, for a chord distance of 33.98 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,

23. along said curve to the left, an arc distance of 187.54 feet, said curve having a radius of 630.00 feet, a central angle of $17^{\circ}03'22''$ and a chord bearing of $N 21^{\circ}56'15'' E$, for a chord distance of 186.85 feet to a $\frac{1}{2}$ -inch iron rod with cap set at the end of said curve,
24. $N 13^{\circ}24'42'' E$ for a distance of 202.92 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
25. $S 76^{\circ}35'13'' E$ for a distance of 152.05 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
26. $N 77^{\circ}34'48'' E$ for a distance of 134.69 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
27. $N 26^{\circ}42'56'' E$ for a distance of 577.95 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
28. $N 16^{\circ}56'02'' E$ for a distance of 557.94 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
29. $N 02^{\circ}57'25'' E$ for a distance of 1015.62 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
30. $N 05^{\circ}08'39'' W$ for a distance of 378.98 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
31. $N 86^{\circ}50'24'' W$ for a distance of 140.96 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,
32. $N 03^{\circ}09'40'' E$ for a distance of 60.84 feet to a $\frac{1}{2}$ -inch iron rod with cap set at the beginning of a curve to the right,
33. along said curve to the right, an arc distance of 325.03 feet, said curve having a radius of 520.00 feet, a central angle of $35^{\circ}48'47''$ and a chord of which bears $N 21^{\circ}04'03'' E$ for a chord distance of 319.76 feet to a $\frac{1}{2}$ -inch iron rod with cap set at the end of said curve,
34. $N 38^{\circ}58'27'' E$ for a distance of 28.02 feet to a $\frac{1}{2}$ -inch iron rod with cap set at the beginning a curve to the right,
35. along said curve to the right, an arc distance of 146.07 feet, said curve having a radius of 525.00 feet, a central angle of $15^{\circ}56'29''$ and a chord of which bears $N 46^{\circ}56'41'' E$ for a chord distance of 145.60 feet to a $\frac{1}{2}$ -inch iron rod with cap set at the end of said curve,
36. $S 41^{\circ}13'41'' E$ for a distance of 214.23 feet to a $\frac{1}{2}$ -inch iron rod with cap set for an angle point,

37. N 80°09'38" E for a distance of 177.61 feet to a ½-inch iron rod with cap set for an angle point,
38. N 54°08'29" E for a distance of 177.68 feet to a ½-inch iron rod with cap set for an angle point,
39. N 23°16'10" E for a distance of 175.11 feet to a ½-inch iron rod with cap set for an angle point,
40. N 23°17'45" W for a distance of 794.20 feet to a ½-inch iron rod with cap set for an angle point,
41. N 59°08'58" W for a distance of 142.20 feet to a ½-inch iron rod with cap set for an angle point,
42. N 30°50'59" E for a distance of 239.79 feet to a ½-inch iron rod with cap set for an angle point,
43. S 45°33'33" E for a distance of 318.15 feet to a ½-inch iron rod with cap set for an angle point, and
44. N 68°44'34" E for a distance of 171.59 feet to the POINT OF BEGINNING and containing 62.36 acres of land, and

TRACT "F" (GOLF COURSE HOLES 4 THROUGH 8)

COMMENCING at a iron rod found for the northwest corner of said 813.09-acre tract, being also the northeast corner of that certain 121.21-acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Deed Records of Williamson County, Texas, and being in the south line of that certain 170.00-acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Deed Records of Williamson County, Texas;

THENCE, S 21°11'17" E, with the west line of said 813.09-acre tract and the east line of said 121.21-acre tract, for a distance of 623.58 feet to a point;

THENCE, N 68°48'44" E, departing the west line of said 121.21-acre tract and over and across said 813.09-acre tract, for a distance of 75.91 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the north, east, south and west lines of the herein described tract, the following seventy-nine (79) courses and distances;

1. N 70°28'14" E for a distance of 71.46 feet to a ½-inch iron rod with cap set,

2. N 35°05'28" E for a distance of 142.88 feet to a ½-inch iron rod with cap set,
3. N 14°08'14" W for a distance of 181.94 feet to a ½-inch iron rod with cap set,
4. N 35°20'02" E for a distance of 198.98 feet to a ½-inch iron rod with cap set,
5. N 74°21'50" E for a distance of 420.70 feet to a ½-inch iron rod with cap set,
6. N 68°29'53" E for a distance of 552.15 feet to a ½-inch iron rod with cap set,
7. N 47°48'35" E for a distance of 190.99 feet to a ½-inch iron rod with cap set,
8. N 69°56'30" E for a distance of 38.40 feet to a ½-inch iron rod with cap set,
9. S 61°02'51" E for a distance of 64.84 feet to a ½-inch iron rod with cap set,
10. N 76°52'55" E for a distance of 1153.90 feet to a ½-inch iron rod with cap set,
11. S 67°03'29" E for a distance of 221.86 feet to a ½-inch iron rod with cap set,
12. S 33°03'36" E for a distance of 356.69 feet to a ½-inch iron rod with cap set,
13. S 07°41'06" E for a distance of 89.96 feet to a ½-inch iron rod with cap set,
14. S 44°38'30" E for a distance of 33.01 feet to a ½-inch iron rod with cap set,
15. S 13°01'07" W for a distance of 67.80 feet to a ½-inch iron rod with cap set,
16. S 57°46'51" W for a distance of 125.46 feet to a ½-inch iron rod with cap set,
17. S 13°18'58" E for a distance of 907.91 feet to a ½-inch iron rod with cap set,
18. S 67°19'56" E for a distance of 152.19 feet to a ½-inch iron rod with cap set,
19. N 68°59'57" E for a distance of 116.93 feet to a ½-inch iron rod with cap set,
20. S 56°44'10" E for a distance of 81.94 feet to a ½-inch iron rod with cap set,
21. S 27°34'51" E for a distance of 51.21 feet to a ½-inch iron rod with cap set,
22. N 67°46'31" E for a distance of 160.41 feet to a ½-inch iron rod with cap set in a curve to the right,

23. along said curve to the right, an arc distance of 159.37 feet, said curve having a radius of 375.00 feet, a central angle of 24°21'00" and a chord bearing of S 21°12'10" E, for a chord distance of 158.17 feet to a ½-inch iron rod with cap set at the end of said curve,
24. S 55°47'00" W for a distance of 243.74 feet to a ½-inch iron rod with cap set,
25. S 01°00'34" W for a distance of 124.89 feet to a ½-inch iron rod with cap set,
26. S59°08'50" E for a distance of 127.83 feet to a ½-inch iron rod with cap set,
27. S 30°50'59" W for a distance of 174.27 feet to a ½-inch iron rod with cap set,
28. N 59°08'56" W for a distance of 148.17 feet to a ½-inch iron rod with cap set,
29. S 54°23'37" W for a distance of 164.97 feet to a ½-inch iron rod with cap set,
30. S 72°01'42" W for a distance of 141.18 feet to a ½-inch iron rod with cap set,
31. N 85°04'04" W for a distance of 125.03 feet to a ½-inch iron rod with cap set,
32. N 77°17'06" W for a distance of 324.31 feet to a ½-inch iron rod with cap set,
33. N 04°38'30" E for a distance of 230.53 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
34. along said curve to the left, an arc distance of 114.67 feet, said curve having a radius of 625.00 feet, a central angle of 10°30'44" and a chord bearing of N 00°36'52" W, for a chord distance of 114.51 feet to a ½-inch iron rod with cap set at the end of said curve,
35. S 64°02'03" E for a distance of 85.80 feet to a ½-inch iron rod with cap set,
36. S 71°25'10" E for a distance of 141.48 feet to a ½-inch iron rod with cap set,
37. N 20°15'41" W for a distance of 726.12 feet to a ½-inch iron rod with cap set,
38. N 64°26'07" E for a distance of 160.10 feet to a ½-inch iron rod with cap set,
39. N 00°54'53" E for a distance of 485.45 feet to a ½-inch iron rod with cap set,
40. N 40°40'08" W for a distance of 351.87 feet to a ½-inch iron rod with cap set,
41. N 82°08'24" W for a distance of 195.97 feet to a ½-inch iron rod with cap set,
42. N 87°09'24" W for a distance of 386.05 feet to a ½-inch iron rod with cap set,

43. S 57°16'01" W for a distance of 80.21 feet to a ½-inch iron rod with cap set,
44. S 07°51'42" W for a distance of 153.79 feet to a ½-inch iron rod with cap set,
45. S 68°16'30" W for a distance of 669.29 feet to a ½-inch iron rod with cap set,
46. S 87°38'08" W for a distance of 578.81 feet to a ½-inch iron rod with cap set,
47. S 02°21'53" E for a distance of 435.42 feet to a ½-inch iron rod with cap set,
48. S 60°06'22" E for a distance of 38.97 feet to a ½-inch iron rod with cap set,
49. S 65°12'15" E for a distance of 352.67 feet to a ½-inch iron rod with cap set,
50. S 43°53'28" E for a distance of 91.31 feet to a ½-inch iron rod with cap set,
51. S 11°45'40" E for a distance of 41.95 feet to a ½ inch iron rod with cap set,
52. S 04°00'03" E for a distance of 554.39 feet to a ½-inch iron rod with cap set,
53. S 55°22'22" E for a distance of 68.33 feet to a ½-inch iron rod with cap set,
54. S 72°00'15" E for a distance of 89.53 feet to a ½-inch iron rod with cap set,
55. S 43°29'10" E for a distance of 971.52 feet to a ½-inch iron rod with cap set,
56. S 32°59'58" E for a distance of 732.61 feet to a ½-inch iron rod with cap set,
57. S 55°08'28" E for a distance of 84.58 feet to a ½-inch iron rod with cap set in a curve to the right,
58. along said curve to the right, an arc distance of 322.42 feet, said curve having a radius of 275.00 feet, a central angle of 67°10'30" and a chord bearing of S 72°23'04" W, for a chord distance of 304.27 feet to a ½-inch iron rod with cap set at the end of said curve,
59. N 74°01'41" W for a distance of 7.82 feet to a ½-inch iron rod with cap set,
60. N 15°58'32" E for a distance of 116.04 feet to a ½ inch iron rod with cap set,
61. N 49°54'46" W for a distance of 374.39 feet to a ½-inch iron rod with cap set,
62. S 16°12'49" W for a distance of 262.05 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,

63. along said curve to the right, an arc distance of 132.12 feet, said curve having a radius of 375.00 feet, a central angle of 20°11'09" and a chord bearing of N 52°52'33" W, for a chord distance of 131.43 feet to a ½-inch iron rod with cap set at the end of said curve,
64. N 42°46'58" W for a distance of 120.26 feet to a ½-inch iron rod with cap set,
65. N 47°13'04" E for a distance of 232.97 feet to a ½-inch iron rod with cap set,
66. N 51°53'20" W for a distance of 306.37 feet to a ½-inch iron rod with cap set,
67. N 61°11'13" W for a distance of 511.94 feet to a ½-inch iron rod with cap set,
68. N 38°03'04" W for a distance of 117.77 feet to a ½-inch iron rod with cap set,
69. N 14°56'14" W for a distance of 572.55 feet to a ½-inch iron rod with cap set,
70. N 73°45'44" W for a distance of 305.35 feet to a ½-inch iron rod with cap set,
71. N 21°11'58" W for a distance of 30.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
72. along said curve to the left, an arc distance of 33.10 feet, said curve having a radius of 420.00 feet, a central angle 04°30'55" and a chord bearing of N 23°27'26" W, for a chord distance of 33.09 feet to a ½-inch iron rod with cap set at the end of said curve,
73. S 73°44'59" E for a distance of 189.67 feet to a ½-inch iron rod with cap set,
74. N 17°10'57" E for a distance of 46.30 feet to a ½-inch iron rod with cap set,
75. N 20°59'54" W for a distance of 244.07 feet to a ½-inch iron rod with cap set,
76. N 52°15'24" W for a distance of 381.90 feet to a ½-inch iron rod with cap set,
77. S 46°23'19" W for a distance of 149.70 feet to a ½-inch iron rod with cap set in a curve to the right,
78. along said curve to the right, an arc distance of 81.81 feet, said curve having a radius of 275.00 feet, a central angle 17°02'38" and a chord bearing of N 28°03'06" W, for a chord distance of 81.51 feet to a ½ inch iron rod set at the end of said curve, and
79. N 19°31'46" w for a distance of 391.11 feet to the POINT OF BEGINNING and containing 73.80 acres of land, and

TRACT "G" (GOLF COURSE HOLES 17, 18 AND CLUBHOUSE)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 4300.70 feet to a point;

THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract for a distance of 443.10 feet to a ½-inch iron rod with cap set for the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract the following nineteen (19) courses:

1. N 81°23'38" W for a distance of 434.62 feet to a ½ inch iron rod set at the beginning of a curve to the right,
2. along said curve to the right, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60°06'31" and a chord bearing of N 51°20'15" W for a chord distance of 651.07 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
3. along said curve to the right, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65°46'17" and a chord bearing of N 11°36'09" E for a chord distance of 16.29 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
4. along said curve to the left, an arc distance of 85.19 feet, said curve having a radius of 90.00 feet, a central angle of 54°14'03" and a chord bearing of N 17°22'16" E for a chord distance of 82.05 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right,
5. along said curve to the right, an arc distance of 17.48 feet, said curve having a radius of 15.00 feet, a central angle of 66°46'16" and a chord bearing of N 23°38'22" E for a chord distance of 16.51 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
6. along said curve to the right, an arc distance of 375.08 feet, said curve having a radius of 570.00 feet, a central angle of 37°42'09" and a chord bearing of N 75°52'35" E for a chord distance of 368.35 feet to a ½ inch iron rod with cap set at the end of said curve,
7. S 85°16'21" E for a distance of 102.17 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,

8. along said curve to the left, an arc distance of 505.45 feet, said curve having a radius of 630.00 feet, a central angle of 45°58'05" and a chord bearing of N 71°44'36" E for a chord distance of 492.00 feet to a ½ inch iron rod with cap set at the end of said curve,
9. N 48°45'34" E for a distance of 4.14 feet to a ½ inch iron rod with cap set,
10. S 42°28'54" E for a distance of 198.81 feet to a ½ inch iron rod with cap set,
11. N 47°32'15" E for a distance of 325.00 feet to a ½ inch iron rod with cap set,
12. S 86°51'40" E for a distance of 923.56 feet to a ½ inch iron rod with cap set,
13. S 31°31'23" E for a distance of 87.66 feet to a ½ inch iron rod with cap set,
14. S 21°14'43" W for a distance of 534.26 feet to a ½ inch iron rod with cap set in a curve to the left,
15. along said curve to the left, an arc distance of 87.02 feet, said curve having a radius of 440.00 feet, a central angle of 11°19'53" and a chord bearing of S 85°46'07" W for a chord distance of 86.88 feet to a ½ inch iron rod with cap set at the end of said curve,
16. S 80°06'10" W for a distance of 109.29 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
17. along said curve to the left, an arc distance of 127.75 feet, said curve having a radius of 730.00 feet, a central angle of 10°01'35" and a chord bearing of S 75°05'23" W for a chord distance of 127.58 feet to a ½ inch iron rod with cap set at the end of said curve,
18. S 70°04'35" W for a distance of 509.39 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and
19. along said curve to the right, an arc distance of 383.41 feet, said curve having a radius of 770.00 feet, a central angle of 28°31'46" and a chord bearing of S 84°20'28" W for a chord distance of 379.46 feet to the POINT OF BEGINNING and containing 32.63 acres of land, and

TRACT "H" (MAINTENANCE FACILITY)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being the northerly line of State Highway No. 29, a 100-foot right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 1123.07 feet to a point being in the east line of said 813.09-acre tract and being in the east line of that certain 12.564-acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20°41'21" W, with the west line of said 813.09-acre tract and the east line of said 12.564-acre tract, for a distance of 266.08 feet to an iron rod found for the northeast corner of said 12.564-acre tract, being also an angle point in the west line of said 813.09-acre tract and being the southeast corner of that certain 20.0-acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21°12'27" W, continuing with the west line of said 813.09 acre tract and with the east line of said 20.0-acre tract, for a distance of 618.25 feet to an angle point;

THENCE, N 68°47'33" E, departing the east line of said 20.0-acre tract and over and across said 813.09-acre tract, for a distance of 60.67 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, N 21°18'57" W, continuing over and across said 813.09-acre tract, with the west line of the herein described tract, for a distance of 350.37 feet to a ½-inch iron rod with cap set for the northwest corner of the herein described tract, being also in the north line of said 813.09-acre tract and being in the south line of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE, N 69°56'01" E, with the north line of the herein described tract, the north line of said 813.09-acre tract and the south line of said 98.30-acre tract, for a distance of 350.66 feet to a ½-inch iron rod with cap found for the northeast corner of the herein described tract;

THENCE, departing the south line of said 98.30-acre tract and over and across said 813.09-acre tract, with the east and south lines of the herein described tract, the following three (3) courses and distances:

1. S 20°32'08" E, for a distance of 372.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract,
2. S 69°27'47" W for a distance of 320.53 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and

3. along said curve to the right, an arc distance of 39.61 feet, said curve having a radius of 25.00 feet, a central angle of 90°46'43" and a chord bearing of N 65°55'35" W for a chord distance of 35.60 feet to the POINT OF BEGINNING and containing 2.98 acres of land, for a combined total in all seven tract of 287.81 acres.

Bearings are based on the Texas State Plan Coordinate System, Central Zone, NAD 1983
Convergence = 01°21'27"

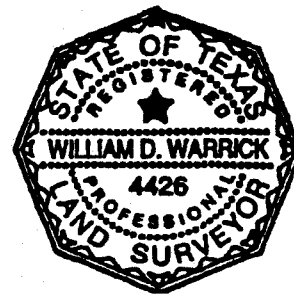
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during JANUARY under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25TH day of JANUARY 2001, A.D.

Vara Land Surveying
7035 F.M. 2244, Suite 200
Austin, Texas 78746

William D. Warrick
William D. Warrick
Registered Professional Land Surveyor
No. 4426 – State of Texas



DESCRIPTION OF NINE (9) TRACTS OF LAND, A 0.07 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 1, A 0.08 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 2, A 0.06 ACRE TRACT HEREIN CALLED ACCESS EASEMENT NO. 3, A 0.08 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 4, A 0.07 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 5, A 0.07 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 6, A 4.17 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 7, A 0.07 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 8, AND A 4.28 ACRE TRACT, HEREIN CALLED ACCESS EASEMENT NO. 9, ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT, BEING PARTS OF THAT CERTAIN CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID ACCESS EASEMENT 1 THROUGH 9 BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

ACCESS EASEMENT NO. 1 (CONNECTING TRACT C AND TRACT E)

COMMENCING at an iron rod found for an ell corner in the east line of said 813.09 acre tract and being the northwest corner of that certain 274.53 acre tract of land as described in a deed to The Rothell Family Limited Partnership, of record in Volume 2527, Page 28 of the Deed Records of Williamson County, Texas;

THENCE S 14°01'43"W, departing the northwest corner of said 274.53 acre tract, and over and across said 813.09 acre tract, for a distance of 2615.89 feet to the POINT OF BEGINNING and the northeast corner of the herein described tract;

THENCE, continuing over and across said 813.09 acre tract, with the east, south, west and north lines of the herein described tract, the following four (4) courses and distances;

1. S 04° 37' 29" E for a distance of 50.00 feet to the southeast corner of the herein described tract,
2. S 85° 22' 31" W for a distance of 60.00 feet to the southwest corner of the herein described tract,
3. N 04° 37' 29" W for a distance of 50.00 feet to the northwest corner of the herein described tract, and
4. N 85° 22' 31" E for a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.07 acres of land, and

ACCESS EASEMENT NO. 2 (CONNECTING TRACT G AND TRACT D)

COMMENCING at an iron rod found for the southwest corner of said 813.09 acre tract, being also the southeast corner of that certain 8.81 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, page 136 of the Deed Records of Williamson County, Texas and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 46° 53' 54" E, departing the north line of said State Highway 29 and over and across said 813.09 acre tract, for a distance of 1566.87 feet to the POINT OF BEGINNING and being the southwest corner of the herein described tract;

THENCE, continuing over and across said 813.09 acre tract, with the west, north, east and south lines of the herein described tract, the following four (4) courses and distances;

1. N 35° 30' 39" W for a distance of 60.00 feet to the northwest corner of the herein described tract and being in a curve to the right,
2. along said curve to the right, an arc distance of 57.00 feet, said curve having a radius of 570.00 feet, a central angle of 05° 43' 46" and a chord bearing of N 51° 37' 28" E for a chord distance of 56.98 feet to the northeast corner of the herein described tract,
3. S 41° 14' 26" E for a distance of 60.00 feet to the southeast corner of the herein described tract and being in a curve to the left, and
4. along said curve to the left, an arc distance of 63.00 feet, said curve having a radius of 630.00 feet, a central angle of 05° 43' 47" and a chord bearing of S 51° 37' 27" W for a chord distance of 62.98 feet to the POINT OF BEGINNING and containing 0.08 acres of land, and

ACCESS EASEMENT NO. 3 (CONNECTING TRACT B AND TRACT C)

COMMENCING at an iron rod found for the southeast corner of said 813.09 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 45° 43' 11" W, departing the north line of said State Highway 29 and over and across said 813.09 acre tract, for a distance of 1255.47 feet to the POINT OF BEGINNING and being the southeast corner of the herein described tract;

THENCE continuing over and across said 813.09 acre tract, with the south, west, north and east lines of the herein described tract, the following four (4) courses and distances;

1. S 77° 00' 44" W for a distance of 50.00 feet to the southwest corner of the herein described tract,
2. N 12° 59' 16" W for a distance of 50.00 feet to the northwest corner of the herein described tract,
3. N 77° 00' 44" E for a distance of 50.00 feet to the northeast corner of the herein described tract, and
4. S 12° 59' 16" E for a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.06 acres of land, and

ACCESS EASEMENT NO. 4 (CONNECTING TRACT B AND TRACT G)

COMMENCING at an iron rod found for the southeast corner of said 813.09 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas and being in the north line of State Highway 29, a 100 foot wide right of way;

THENCE N 69° 55' 44" W, departing the north line of said State Highway 29 and over and across said 813.09 acre tract, for a distance of 3451.52 feet to the POINT OF BEGINNING and being the southeast corner of the herein described tract, said point being in a curve to the left;

THENCE continuing over and across said 813.09 acre tract, with the south, west, north and east lines of the herein described tract, the following four (4) courses and distances;

1. along said curve to the left, an arc distance of 57.43 feet, said curve having a radius of 670.00 feet, a central angle of $04^{\circ} 54' 40''$ and a chord bearing of $S 75^{\circ} 17' 40'' W$ for a chord distance of 57.41 feet to the southwest corner of the herein described tract,
2. $N 17^{\circ} 09' 40'' W$ for a distance of 60.00 feet to the northwest corner of the herein described tract and being in a curve to the right,
3. along said curve to the right, an arc distance of 62.57 feet, said curve having a radius of 730.00 feet, a central angle of $04^{\circ} 54' 40''$ and a chord bearing of $N 75^{\circ} 17' 40'' E$ for a chord distance of 62.55 feet to the northeast corner of the herein described tract, and
4. $S 12^{\circ} 15' 01'' E$ for a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.08 acres of land, and

ACCESS EASEMENT NO. 5 (CONNECTING TRACT A AND TRACT D)

COMMENCING at an iron rod found for the southwest corner of said 813.09 acre tract, being also the southeast corner of that certain 8.81 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE $N 30^{\circ} 15' 55'' E$, departing the north line of said State Highway 29 and over and across said 813.09 acre tract, for a distance of 1297.28 feet to the POINT OF BEGINNING and being the southwest corner of the herein described tract;

THENCE continuing over and across said 813.09 acre tract, with the west, north, east and south lines of the herein described tract, the following four (4) courses and distances;

1. $N 85^{\circ} 34' 08'' W$ for a distance of 50.00 feet to the northwest corner of the herein described tract,
2. $N 04^{\circ} 25' 52'' E$ for a distance of 60.00 feet to the northeast corner of the herein described tract,
3. $S 85^{\circ} 34' 08'' E$ for a distance of 50.00 feet to the southeast corner of the herein described tract, and
4. $S 04^{\circ} 25' 52'' W$ for a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.07 acres of land, and

ACCESS EASEMENT NO. 6 (CONNECTING TRACT D AND TRACT F)

COMMENCING at an iron rod found for an ell corner in the west line of said 813.09 acre tract, and being the southeast corner of that certain 98.30 acre tract of land as described in a deed to Milton Lee & Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE $N 33^{\circ} 35' 45'' E$, departing the southeast corner of said 98.30 acre tract and over and across said 813.09 acre tract, for a distance of 1678.77 feet to the POINT OF BEGINNING and being the southeast corner of the herein described tract;

THENCE continuing over and across said 813.09 acre tract, with the south, west, north and east lines of the herein described tract, the following four (4) courses and distances;

1. N 39° 44' 38" W for a distance of 50.00 feet to the southwest corner of the herein described tract and being in a curve to the left,
2. along said curve to the left, an arc distance of 55.00 feet, said curve having a radius of 275.00 feet, a central angle of 11° 27' 33" and a chord bearing of N 44° 31' 36" E for a chord distance of 54.91 feet to the northwest corner of the herein described tract,
3. S 51° 12' 11" E for a distance of 50.00 feet to the northeast corner of the herein described tract and being in a curve to the right, and
4. along said curve to the right, an arc distance of 65.00 feet, said curve having a radius of 325.00 feet, a central angle of 11° 27' 33" and a chord bearing of S 44° 31' 36" W for a chord distance of 64.89 feet to the POINT OF BEGINNING and containing 0.07 acres of land, and

ACCESS EASEMENT NO. 7 (ACCESS TO STATE HIGHWAY 29)

BEGINNING at an iron rod found for the southwest corner of said 813.09 acre tract, being also the southwest corner of the herein described tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE with the west line of said 813.09 acre tract, the west line of the herein described tract and the east line of said 8.881 acre tract, the following two (2) courses and distances;

1. N 22° 01' 00" W for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21° 14' 06" W for a distance of 1123.07 feet to a 60d nail found for an angle point in the west line of said 813.09 acre tract, being also in the west line of the herein described tract and being in the east line of that certain 12.564 acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE N 20° 41' 21" W, with the west line of said 813.09 acre tract, the west line of the herein described tract and the east line of said 12.564 acre tract, for a distance of 266.08 feet to a ½ inch iron rod with cap found for the northeast corner of said 12.564 acre tract, being also an angle point in the west line of said 813.09 acre tract and being the southeast corner of that certain 20.0 acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE N 21° 12' 27" W continuing with the west line of said 813.09 acre tract, the west line of the herein described tract and with the east line of said 20.0 acre tract, for a distance of 593.97 feet to a point for the northwest corner of the herein described tract;

THENCE departing the east line of said 20.0 acre tract and over and across said 813.09 acre tract, with the north and east lines of the herein described tract, the following four (4) courses and distances;

1. N 69° 27' 48" E for a distance of 487.51 feet to the northeast corner of the herein described tract;

2. S 20° 32' 13" E for a distance of 50.00 feet to an angle point,
3. S 69° 27' 48" W for a distance of 426.10 feet to an angle point, and
4. S 21° 18' 57" E for a distance of 2481.68 feet to a point for the southeast corner of the herein described tract, being also in the south line of said 813.09 acre tract and being in the north line of said State Highway 29, said point being in a curve to the left;

THENCE along said curve to the left, with the south line of said 813.09 acre tract, the south line of the herein described tract and the north line of said State Highway 29, an arc distance of 67.94 feet, said curve having a radius of 5779.65 feet, a central angle of 00° 40' 25" and a chord bearing of N 83° 21' 10" W for a chord distance of 67.93 feet to the POINT OF BEGINNING and containing 4.17 acres of land, and

ACCESS EASEMENT NO. 8 (CONNECTING TRACT F AND TRACT E)

COMMENCING at a ½ inch iron rod with cap found for an ell corner in the east line of said 813.09 acre tract, being also the southwest corner of Lot 8 of D & N Builders Tract, an un-recorded Subdivision and being in the north line of that certain 274.58 acre tract of land as described in a deed to The Rothell Family Limited Partnership of record in Volume 2527, Page 28 of the Deed Records of Williamson County, Texas;

THENCE N 39° 12' 35" W departing the north line of said 274.56 acre tract and over and across said 813.09 acre tract, for a distance of 1980.43 feet to the POINT OF BEGINNING and the most southerly corner of the herein described tract;

THENCE continuing over and across said 813.09 acre tract, with the southwest, northwest, northeast and southeast lines of the herein described tract, the following four (4) courses and distances;

1. N 59° 09' 01" W for a distance of 50.00 feet to the most westerly corner of the herein described tract,
2. N 30° 50' 59" E for a distance of 60.00 feet to the most northerly corner of the herein described tract,
3. S 59° 09' 01" E for a distance of 50.00 feet to the most easterly corner of the herein described tract, and
4. S 30° 50' 59" W for a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.07 acres of land, and

ACCESS EASEMENT NO. 9 (ACCESS TO PHASE ONE, SECTION ONE)

COMMENCING at an iron rod found for the southwest corner of said 813.09 acre tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas and being in the curving north line of State Highway 29, a 100 foot wide right-of-way;

THENCE with the north line of said State Highway 29 and the south line of said 813.09 acre tract, the following two (2) courses and distances;

1. along said curve to the right, an arc distance of 130.02 feet, said curve having a radius of 5779.65 feet, a central angle of $01^{\circ} 17' 21''$ and a chord bearing of $S 83^{\circ} 02' 36'' E$ for a chord distance of 130.02 feet to an iron rod found at the end of said curve, and
2. $S 82^{\circ} 26' 24'' E$ for a distance of 1208.66 feet to the POINT OF BEGINNING, being also the southwest corner of the herein described tract and being at the beginning of a curve to the left;

THENCE departing the north line of said State Highway 29 and over and across said 813.09 acre tract, the following twenty nine (29) courses and distances;

1. along said curve to the left, an arc distance of 39.26 feet, said curve having a radius of 25.00 feet, a central angle of $89^{\circ} 59' 16''$ and a chord bearing of $N 52^{\circ} 33' 58'' E$ for a chord distance of 35.35 feet to the end of said curve,
2. $N 07^{\circ} 34' 20'' E$ for a distance of 43.67 feet to the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 53.49 feet, said curve having a radius of 605.00 feet, a central angle of $05^{\circ} 03' 57''$ and a chord bearing of $N 10^{\circ} 06' 19'' E$ for a chord distance of 53.47 feet to a point of reverse curve to the left,
4. along said curve to the left, an arc distance of 195.76 feet, said curve having a radius of 570.26 feet, a central angle of $19^{\circ} 40' 05''$ and a chord bearing of $N 02^{\circ} 50' 41'' E$ for a chord distance of 194.80 feet to the end of said curve,
5. $N 06^{\circ} 52' 08'' W$ for a distance of 67.75 feet to the beginning of a curve to the left,
6. along said curve to the left, an arc distance of 38.06 feet, said curve having a radius of 25.00 feet, a central angle of $87^{\circ} 13' 44''$ and a chord bearing of $N 50^{\circ} 29' 00'' W$ for a chord distance of 34.49 feet to a point of reverse curve to the right,
7. along said curve to the right, an arc distance of 184.03 feet, said curve having a radius of 830.00 feet, a central angle of $12^{\circ} 42' 14''$ and a chord bearing of $N 87^{\circ} 44' 45'' W$ for a chord distance of 183.65 feet to the end of said curve,
8. $N 81^{\circ} 23' 38'' W$ for a distance of 434.62 feet to the beginning of a curve to the right,
9. along said curve to the right, an arc distance of 746.63 feet, said curve having a radius of 710.00 feet, a central angle of $60^{\circ} 15' 07''$ and a chord bearing of $N 51^{\circ} 15' 58'' W$ for a chord distance of 712.70 feet to a point of reverse curve to the left,
10. along said curve to the left, an arc distance of 16.66 feet, said curve having a radius of 15.00 feet, a central angle of $63^{\circ} 36' 56''$ and a chord bearing of $N 52^{\circ} 56' 14'' W$ for a chord distance of 15.82 feet to a point of reverse curve to the right,
11. along said curve to the right, an arc distance of 320.77 feet, said curve having a radius of 90.00 feet, a central angle of $204^{\circ} 12' 48''$ and a chord bearing of $N 17^{\circ} 21' 35'' E$ for a chord distance of 175.99 feet to a point of reverse curve to the left,
12. along said curve to the left, an arc distance of 16.43 feet, said curve having a radius of 15.00 feet, a central angle of $62^{\circ} 44' 37''$ and a chord bearing of $N 88^{\circ} 05' 40'' E$ for a chord distance of 15.62 feet to a point of reverse curve to the right,

13. along said curve to the right, an arc distance of 417.88 feet, said curve having a radius of 630.00 feet, a central angle of 38° 00' 17" and a chord bearing of N 75° 43' 31" E for a chord distance of 410.27 feet to the end of said curve,
14. S 85° 16' 21" E for a distance of 67.00 feet to an angle point,
15. S 04° 25' 52" W for a distance of 60.00 feet to an angle point,
16. N 85° 16' 21" W for a distance of 67.31 feet to the beginning of a curve to the left,
17. along said curve to the left, an arc distance of 375.08 feet, said curve having a radius of 570.00 feet, a central angle of 37° 42' 09" and a chord bearing of S 75° 52' 35" W for a chord distance of 368.35 feet to a compound curve to the left,
18. along said curve to the left, an arc distance of 17.48 feet, said curve having a radius of 15.00 feet, a central angle of 66° 46' 16" and a chord bearing of S 23° 38' 22" W for a chord distance of 16.51 feet to a point of reverse curve to the right,
19. along said curve to the right, an arc distance of 85.19 feet, said curve having a radius of 90.00 feet, a central angle of 54° 14' 03" and a chord bearing of S 17° 22' 16" W for a chord distance of 82.05 feet to a point of reverse curve to the left,
20. along said curve to the left, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65° 46' 17" and a chord bearing of S 11° 36' 09" W for a chord distance of 16.29 feet to a point of compound curve to the left,
21. along said curve to the left, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60° 06' 31" and a chord bearing of S 51° 20' 15" E for a chord distance of 651.07 feet to the end of said curve
22. S 81° 23' 38" E for a distance of 434.62 feet to the beginning of a curve to the left,
23. along said curve to the left, an arc distance of 299.76 feet, said curve having a radius of 770.00 feet, a central angle of 22° 18' 18" and a chord bearing of N 87° 27' 12" E for a chord distance of 297.87 feet to an angle point,
24. S 12° 08' 11" E for a distance of 138.07 feet to the beginning of a curve to the right,
25. along said curve to the right, an arc distance of 140.26 feet, said curve having a radius of 273.00 feet, a central angle of 29° 26' 15" and a chord bearing of S 02° 34' 57" W for a chord distance of 138.72 feet to the end of said curve,
26. S 17° 18' 05" W for a distance of 103.16 feet to the beginning of a curve to the left,
27. along said curve to the left, an arc distance of 97.98 feet, said curve having a radius of 577.00 feet, a central angle of 09° 43' 45" and a chord bearing of S 12° 26' 12" W for a chord distance of 97.86 feet to the end of said curve,
28. S 07° 34' 20" W for a distance of 2.99 feet to the beginning of a curve to the left, and
29. along said curve to the left, an arc distance of 39.28 feet, said curve having a radius of 25.00 feet, a central angle of 90° 00' 44" and a chord bearing of S 37° 26' 02" E for a chord distance of 35.36 feet to a point in the south line of said 813.09 acre tract and being in the north line of said State Highway 29;

THENCE N 82° 26' 24" W with the north line of said State Highway 29, the south line of said 813.09 acre tract and the south line of the herein described tract, for a distance of 134.50 feet to the POINT OF BEGINNING and containing 4.28 acres of land.

Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 1983 Convergence = 01°21'27".

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

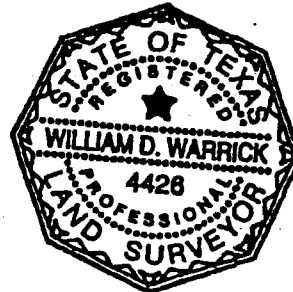
COUNTY OF TRAVIS

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during January 2001 under my direction and supervision.

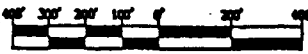
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of JANUARY 2001, A.D.

Vara Land Surveying
7035 F.M. 2244, Suite 200
Austin, Texas 78746

William D. Warrick
William D. Warrick
Registered Professional Land Surveyor
No. 4426 - State of Texas



SCALE: 1"=400'
AUGUST, 2000



GRAPHIC SCALE

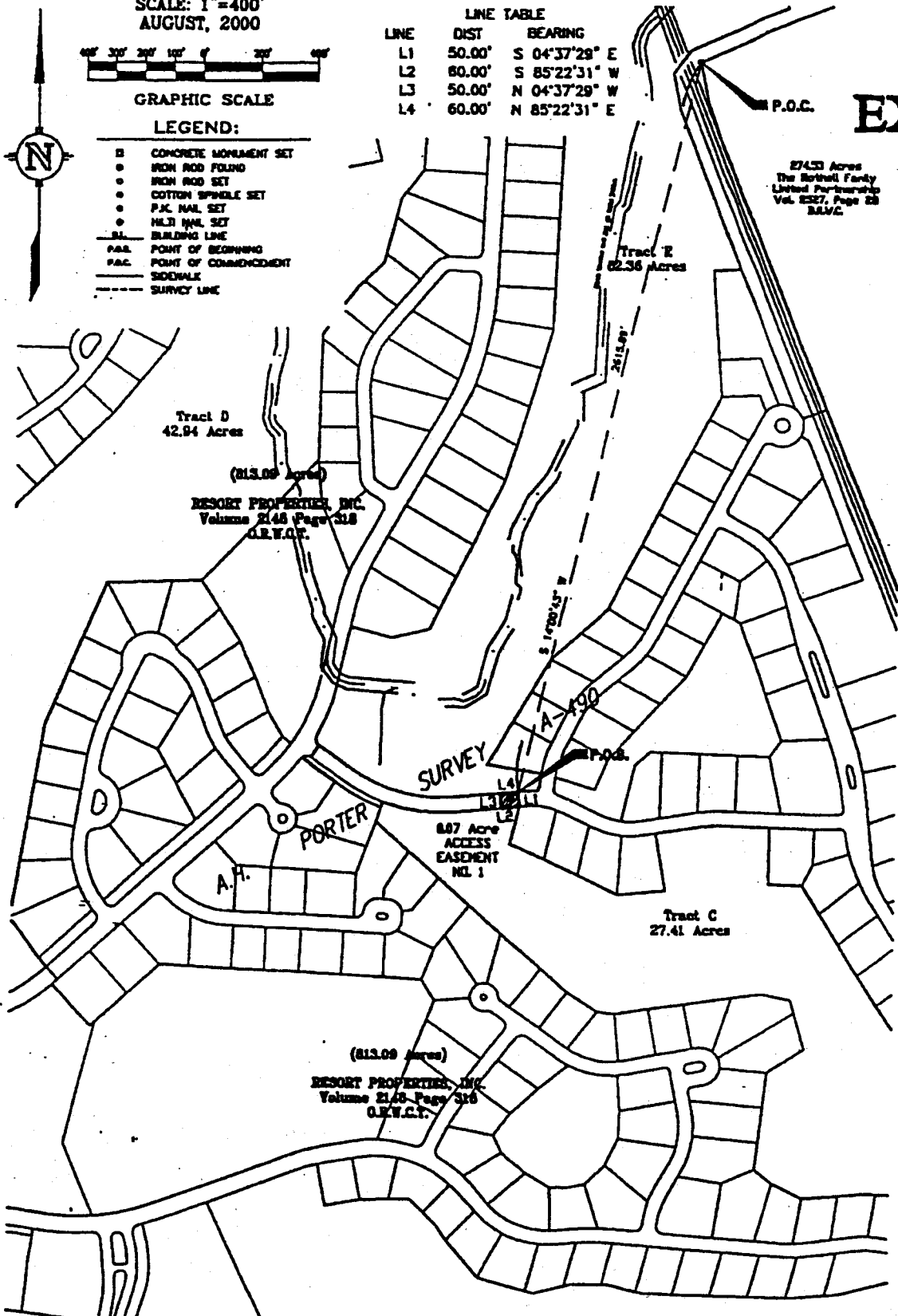
LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPINDLE SET
- P.K. NAIL SET
- H.L.J. NAIL SET
- B.L. BUILDING LINE
- P.B. POINT OF BEGINNING
- P.A.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE

LINE	DIST	BEARING
L1	50.00'	S 04°37'28" E
L2	80.00'	S 85°22'31" W
L3	50.00'	N 04°37'28" W
L4	60.00'	N 85°22'31" E

EXHIBIT "A.3"

27433 Acres
The Rothell Family
Limited Partnership
Vol. 2527, Page 28
B.A.V.C.



EXISTING 15' EASEMENT TRAIL FROM W.S.C. (824/201)
STATE HIGHWAY (100' R.O.M.) No. 29
2844 AC
FRED & MARLENE
BRADLEY
Vol. 2293 Pp. 58
B.A.V.C.

0.07 Acre
ACCESS EASEMENT NO. 1
FN 00-035-011-03

DRAWING to ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

7035 F.M. 3244
SUITE 200
AUSTIN, TEXAS 78748
PH: (512) 328-1340
FAX: (512) 328-8133

489 AC
FRED & MARLENE
BRADLEY
Vol. 2293 Pp. 68
B.A.V.C.

SCALE: 1"=300'
AUGUST, 2000

CURVE TABLE						
CURVE	DELTA	RADIUS	CHD	BEARING	ARC	TANG CHORD
C1	05°43'47"	570.00'	N	51°37'27" E	57.00'	28.52' 56.98'
C2	05°43'48"	630.00'	S	51°37'28" W	63.00'	31.53' 62.98'

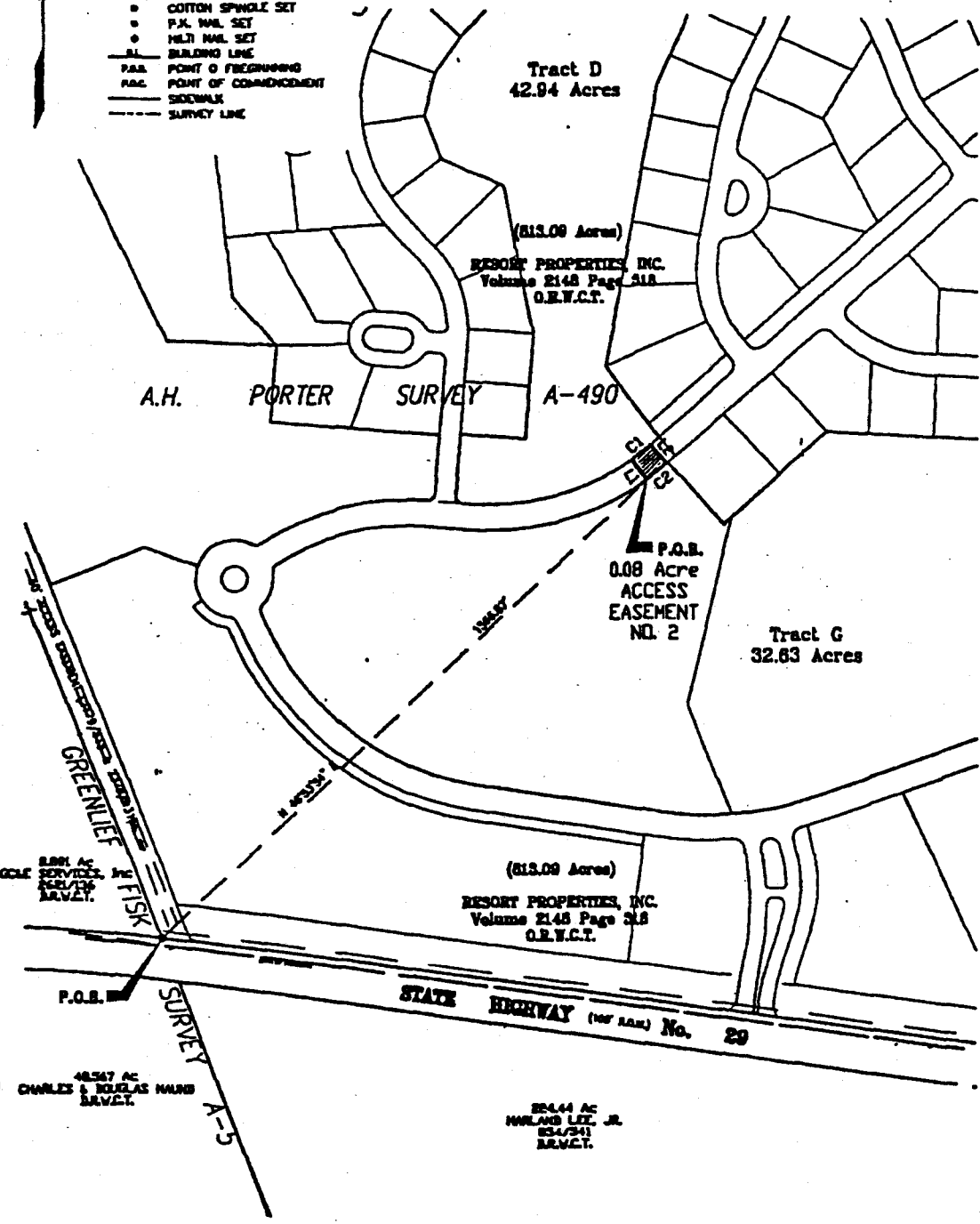
TANGENT TABLE		
LINE	DIST	BEARING
L1	60.00'	N 35°30'39" W
L2	60.00'	S 41°14'26" E



GRAPHIC SCALE

LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPUNGLE SET
- P.X. NAIL SET
- NLT NAIL SET
- BUILDING LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE



0.08 Acre
ACCESS EASEMENT NO. 2
FN 00-035-011-03

DRAWING to ACCOMPANY FIELD NOTES

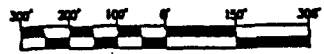
VARA
LAND SURVEYING

7033 F.M. 2244
SUITE 200
AUSTIN, TEXAS 78746
PH: (512) 328-1340
FAX: (512) 328-8133

0.08 Acre
ACCESS
EASEMENT
NO. 4

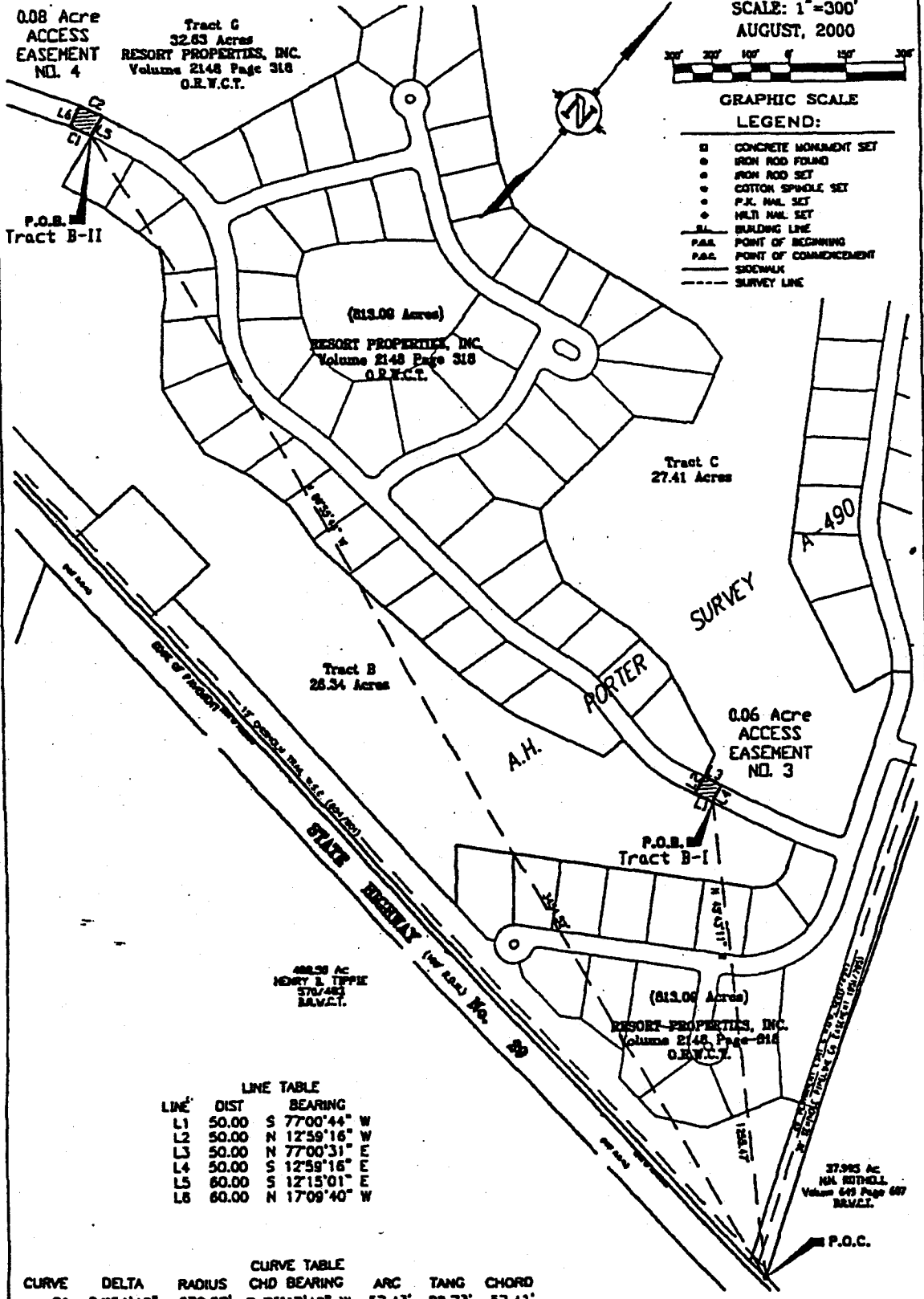
Tract G
32.63 Acres
RESORT PROPERTIES, INC.
Volume 2148 Page 318
O.R.V.C.T.

SCALE: 1"=300'
AUGUST, 2000



GRAPHIC SCALE
LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPINDLE SET
- P.K. NAIL SET
- NUT NAIL SET
- BUILDING LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE



(813.00 Acres)
RESORT PROPERTIES, INC.
Volume 2148 Page 318
O.R.V.C.T.

Tract C
27.41 Acres

Tract B
28.34 Acres

0.06 Acre
ACCESS
EASEMENT
NO. 3

P.O.B.
Tract B-I

(813.00 Acres)
RESORT PROPERTIES, INC.
Volume 2148 Page 318
O.R.V.C.T.

37.985 AC
M.H. BETHELL
Volume 645 Page 687
B.M.C.T.

LINE TABLE

LINE	DIST	BEARING
L1	50.00	S 77°00'44" W
L2	50.00	N 12°59'16" W
L3	50.00	N 77°00'31" E
L4	50.00	S 12°59'16" E
L5	60.00	S 12°15'01" E
L6	60.00	N 17°09'40" W

CURVE TABLE

CURVE	DELTA	RADIUS	CHD BEARING	ARC	TANG	CHORD
C1	04°54'40"	670.00'	S 75°17'40" W	57.43'	28.73'	57.41'
C2	04°54'40"	730.00'	N 75°17'40" E	62.57'	31.30'	62.55'

0.06 ACRE
ACCESS EASEMENT NO. 3
0.08 ACRE
ACCESS EASEMENT NO. 4
FN 00-035-011-03

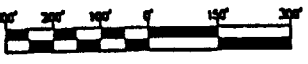
DRAWING TO ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

7035 F.M. 2244
SUITE 300
AUSTIN, TEXAS 78746
PH: (512) 328-1340
FAX: (512) 328-6133

LINE	DIST	BEARING
L1	60.00	N 04°25'52" E
L2	50.00	S 85°34'08" E
L3	60.00	S 04°25'52" W
L4	50.00	N 85°34'08" W

SCALE: 1"=300'
AUGUST, 2000



GRAPHIC SCALE
LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPINDLE SET
- P.K. NAIL SET
- MILD NAIL SET
- BUILDING LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE

98.28 Acres
MILTON LEE &
JUDY MARIE DAVIS, JR.
Volume 2288 Page 643
O.R.V.C.T.

858 AC
MRS. SAM COLSON
Volume 1705 Page 78
O.R.V.C.T.

(813.09 Acres)

RESORT PROPERTIES, INC.
Volume 2148 Page 318
O.R.V.C.T.

Tract D
42.84 Acres

A.H. PORTER SURVEY A-490'

Tract A
19.36 Acres

0.07 Acre
ACCESS
EASEMENT
NO. 5
P.O.B.

870 AC
WILLIAM P. RICHARDS, JR.
INC. No. 263009
O.R.V.C.T.

888 AC
DEAN SERVICE, INC.
2621/139
O.R.V.C.T.

(813.09 Acres)
RESORT PROPERTIES, INC.
Volume 2148 Page 318
O.R.V.C.T.

48367 AC
CHARLES & BEULAS HUNG
208/203
O.R.V.C.T.

STATE HIGHWAY (100' R.O.W.) No. 29

0.07 Acre
ACCESS EASEMENT NO. 5
FN 00-035-011-03

DRAWING to ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

7035 P.M. 2244
SUITE 200
AUSTIN, TEXAS 78748
PH: (512) 328-1340
FAX: (512) 328-8133

SCALE: 1"=300'
AUGUST, 2000



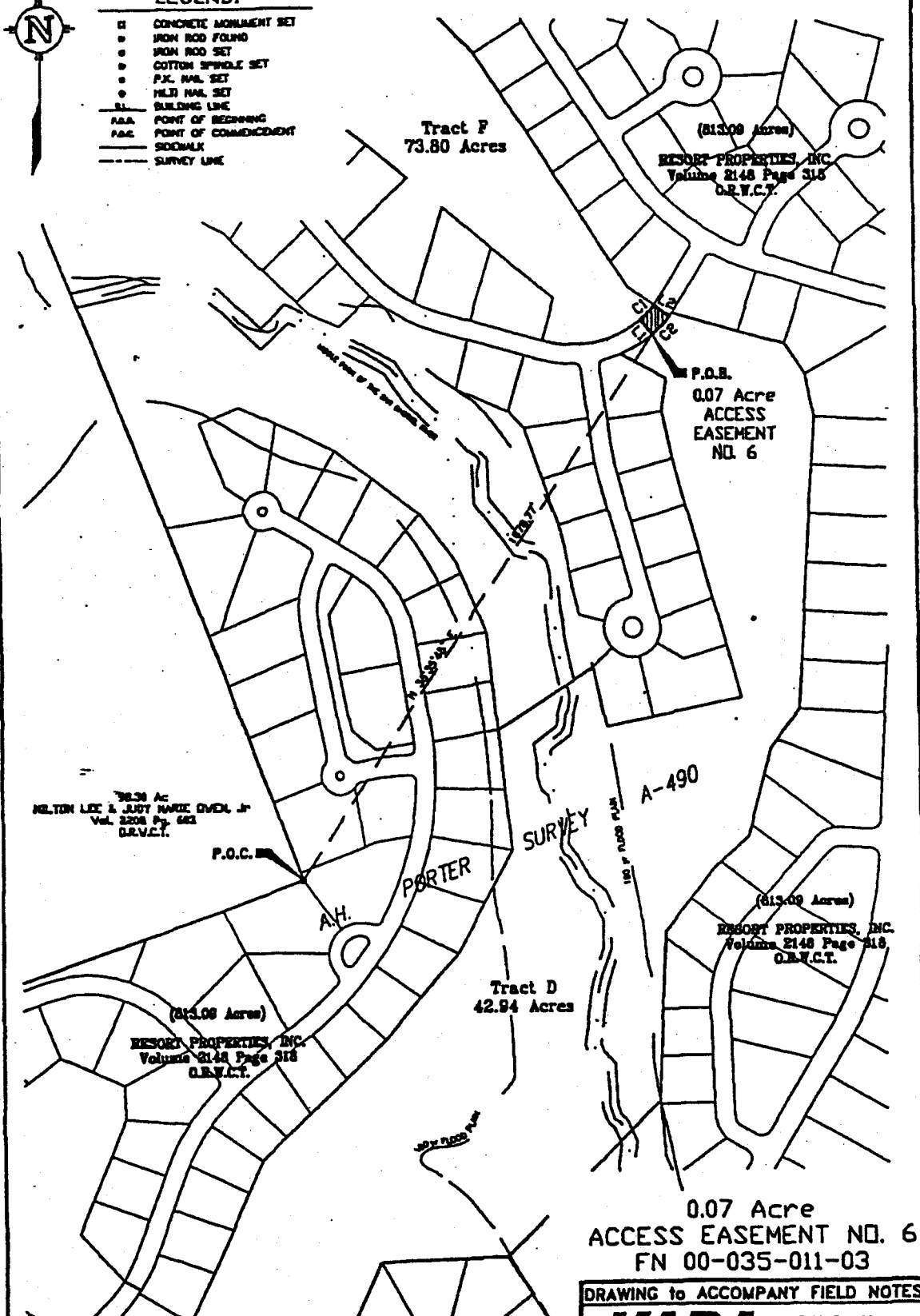
GRAPHIC SCALE

LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPINDLE SET
- P.K. NAIL SET
- HELD NAIL SET
- BUILDING LINE
- AAA POINT OF BEGINNING
- PAC POINT OF COMMENCEMENT
- SOCIAL
- SURVEY LINE

		CURVE TABLE				
CURVE	DELTA	RADIUS	CHD BEARING	ARC	TANG	CHORD
C1	11°27'33"	275.00'	N 44°31'36" E	55.00'	27.59'	54.91'
C2	11°27'33"	375.00'	S 44°31'36" W	65.00'	32.81'	64.89'

LINE	DIST	BEARING
L1	50.00'	N 51°12'11" W
L2	50.00'	S 39°44'38" E



0.07 Acre
ACCESS EASEMENT NO. 6
FN 00-035-011-03

DRAWING to ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

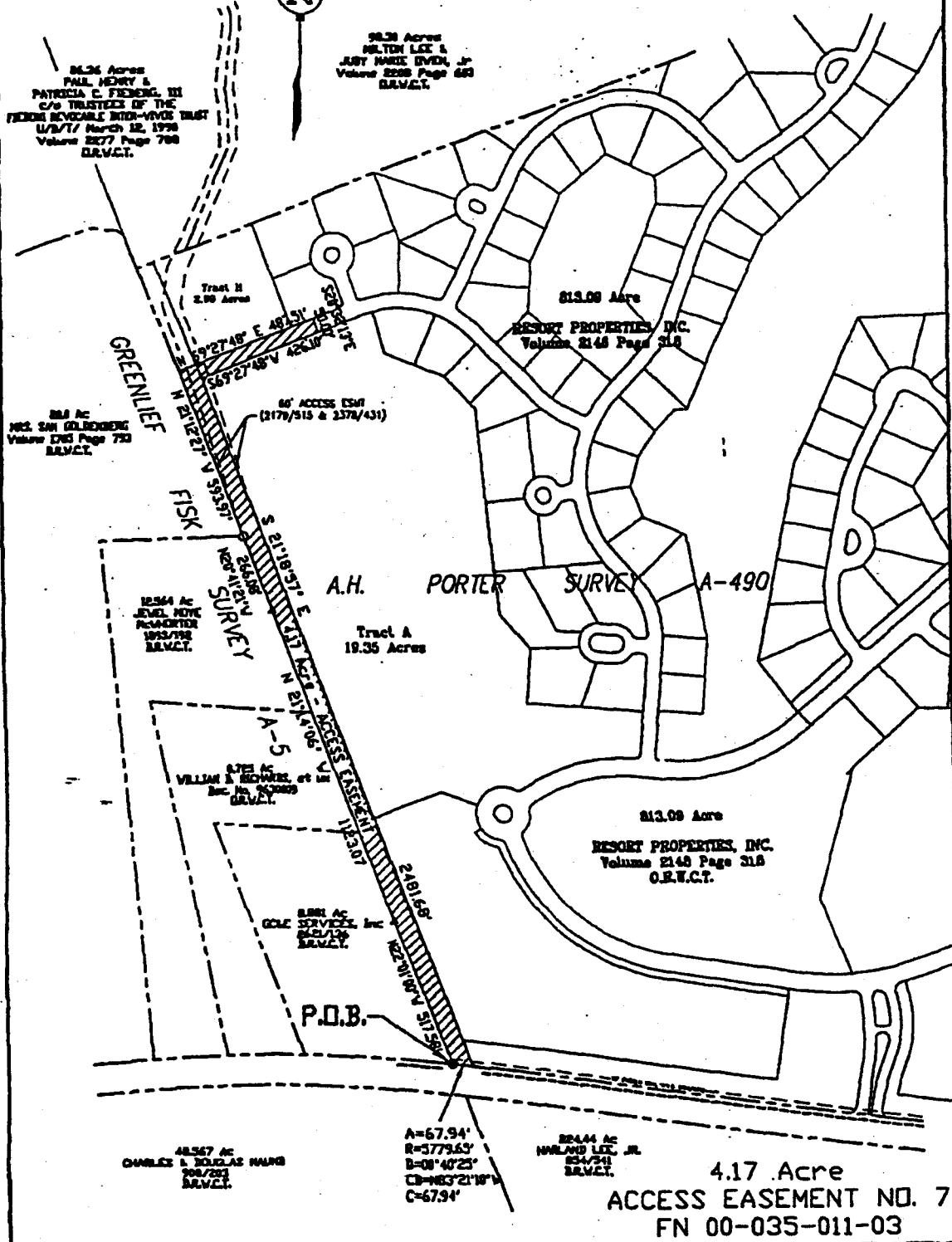
7035 F.M. 2244
SUITE 200
AUSTIN, TEXAS 78748
PH: (512) 328-1340
FAX: (512) 328-6133

SCALE: 1"=400'
AUGUST, 2000



LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET W/CAP
- COTTON SPINDLE SET
- ▲ 600 NAIL FOUND
- NAIL SET
- - - SURVEY LINE



4.17 Acre
ACCESS EASEMENT NO. 7
FN 00-035-011-03

A=67.94'
R=3779.63'
B=0°40'23"
C=163°21'18"
C=67.94'

8244 AC
HARLAND LEE, JR.
824/511
S.R.V.C.T.

48367 AC
CHARLES A. DOUGLAS MAHAR
708/203
S.R.V.C.T.

VARA
LAND SURVEYING

7035 F.M. 2244
SUITE # 200
AUSTIN, TEXAS
78746
(512) 328-1340

SCALE: 1"=400'
AUGUST, 2000

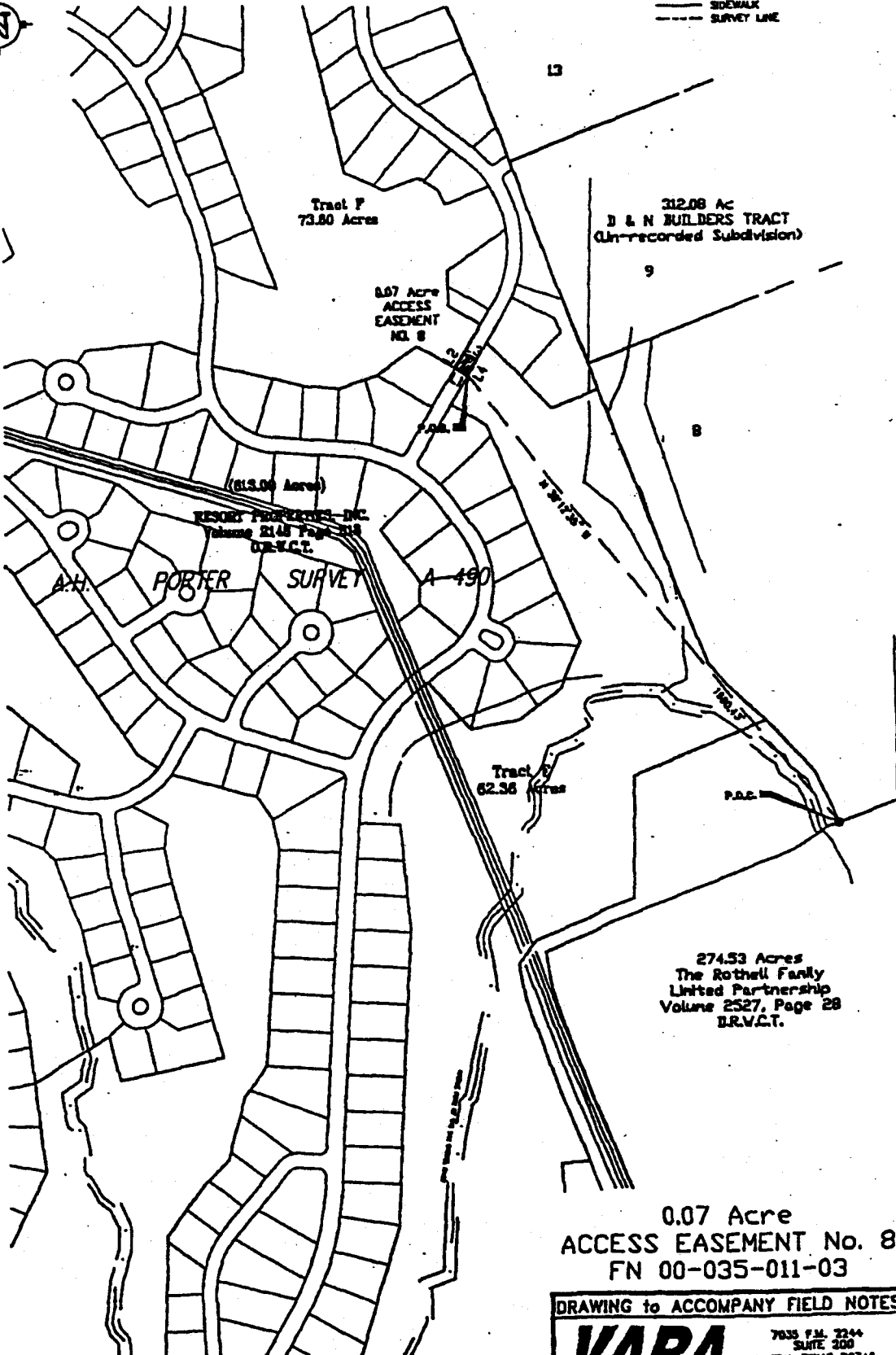


GRAPHIC SCALE

LINE	DIST	BEARING
L1	50.00'	N 59°09'01" W
L2	60.00'	N 30°50'59" E
L3	50.00'	S 59°09'01" E
L4	60.00'	S 30°50'59" W

LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- COTTON SPINDLE SET
- P.K. NAIL SET
- N.L.T. NAIL SET
- BUILDING LINE
- P.B.C. POINT OF BEGINNING
- P.A.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE



0.07 Acre
ACCESS EASEMENT No. 8
FN 00-035-011-03

DRAWING to ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

7035 P.M. 2244
SUITE 300
AUSTIN, TEXAS 78746
PK (512) 328-1340
FAX (512) 328-8133

SCALE: 1"=300'
AUGUST, 2000

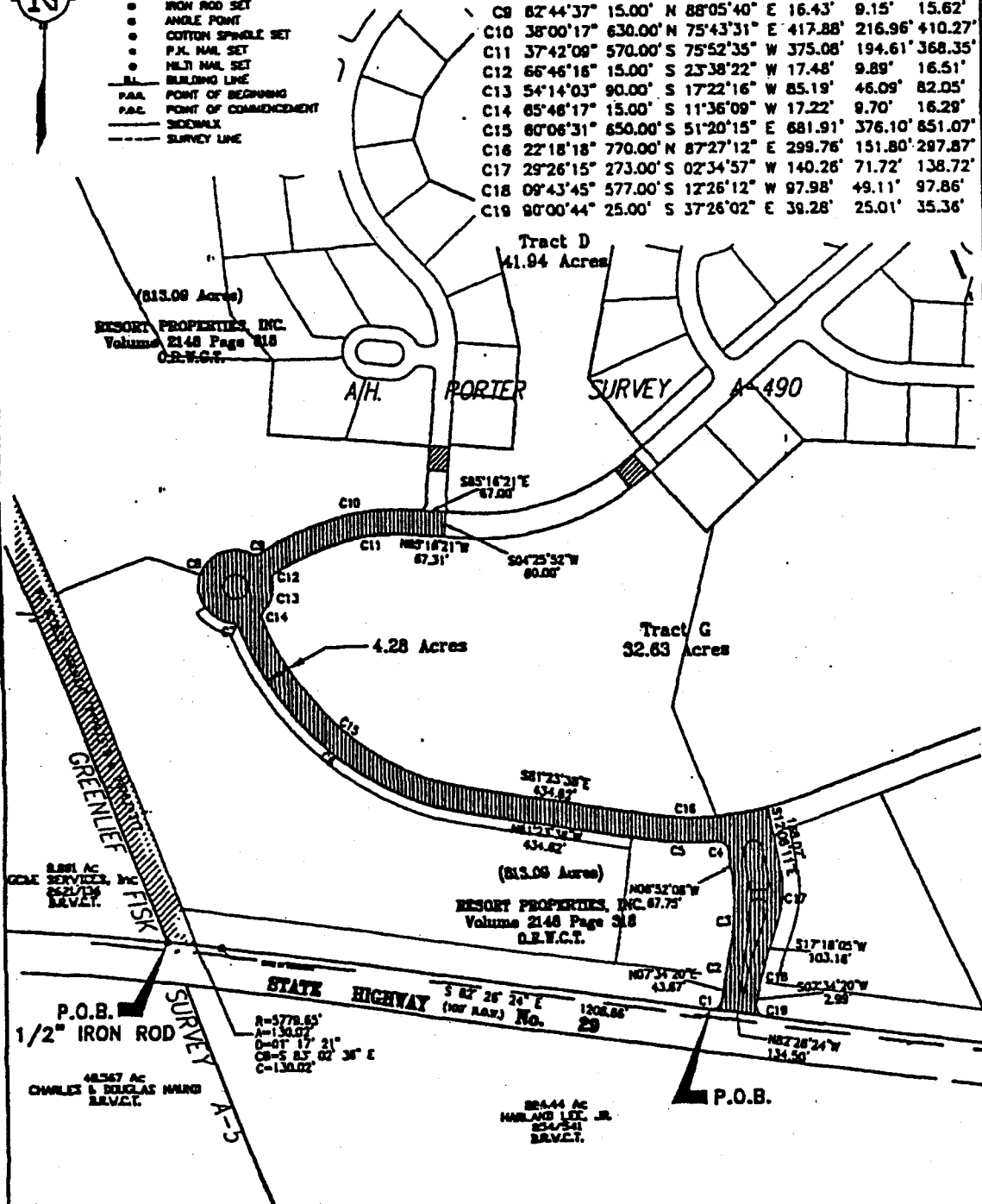


GRAPHIC SCALE

LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD SET
- ANGLE POINT
- COTTON SPINDLE SET
- P.X. NAIL SET
- NUT & WASH SET
- BUILDING LINE
- P.O.B. POINT OF BEGINNING
- P.A.C. POINT OF COMMENCEMENT
- SIDEWALK
- SURVEY LINE

CURVE	DELTA	RADIUS	CHD	BEARING	ARC	TANG	CHORD
C1	89°59'18"	25.00'	N 52°33'58" E	39.26'	24.99'	35.35'	
C2	05°03'57"	605.00'	N 10°06'19" E	53.49'	26.76'	53.47'	
C3	19°40'05"	570.26'	N 02°50'41" E	195.76'	98.85'	194.80'	
C4	87°13'44"	25.00'	N 50°29'00" W	38.08'	23.82'	34.49'	
C5	12°42'14"	830.00'	N 87°44'45" W	184.03'	92.39'	183.65'	
C6	60°15'07"	710.00'	N 51°15'58" W	746.63'	412.00'	712.70'	
C7	63°36'56"	15.00'	N 52°56'14" W	16.68'	9.30'	15.82'	
C8	20°42'48"	90.00'	N 17°21'35" E	320.77'	419.57'	175.99'	
C9	82°44'37"	15.00'	N 88°05'40" E	16.43'	9.15'	15.62'	
C10	38°00'17"	630.00'	N 75°43'31" E	417.88'	216.96'	410.27'	
C11	37°42'09"	570.00'	S 75°52'35" W	375.08'	194.61'	368.35'	
C12	66°46'16"	15.00'	S 23°38'22" W	17.48'	9.89'	16.51'	
C13	54°14'03"	90.00'	S 17°22'16" W	85.19'	46.09'	82.05'	
C14	65°46'17"	15.00'	S 11°36'09" W	17.22'	9.70'	16.29'	
C15	60°06'31"	650.00'	S 51°20'15" E	681.91'	376.10'	651.07'	
C16	22°18'18"	770.00'	N 87°27'12" E	299.76'	151.80'	297.87'	
C17	29°26'15"	273.00'	S 02°34'57" W	140.26'	71.72'	138.72'	
C18	09°43'45"	577.00'	S 12°26'12" W	97.98'	49.11'	97.86'	
C19	90°00'44"	25.00'	S 37°26'02" E	38.28'	25.01'	35.36'	



4.28 Acre
ACCESS EASEMENT NO. 9
FN 00-035-011-03

DRAWING TO ACCOMPANY FIELD NOTES

VARA
LAND SURVEYING

7035 F.M. 2244
SUITE 200
AUSTIN, TEXAS 78746
PH: (512) 328-1340
FAX: (512) 328-8133

EXHIBIT "B"

LEGAL DESCRIPTION OF RESIDENTIAL PROPERTY



EXHIBIT "B"

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

FN 00-035-011-02
JANUARY 25, 2001

DESCRIPTION OF A 525.18-ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT, BEING ALL OF THAT PART CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 525.18 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at an iron rod found for the southeast corner of said 813.09-acre tract, being also in the north line of State Highway 29, a 100-foot wide right-of-way, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H.H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas and being the southeast corner of the herein described tract;

THENCE, with the south line called 813.09-acre tract, the north line of said State Highway No. 29 right-of-way and the south line of the herein described tract, the following two (2) courses:

1. N 82°26'24" W for a distance of 5292.81 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left; and
2. Along said curve to the left, an arc distance of 130.02 feet, said curve having a radius of 5779.65 feet, a central angle of 01°17'20" and a chord bearing of N 83°02'42" W, for a chord distance of 130.02 feet to an iron rod found being the southwest corner of called 813.09-acre tract, being also the southwest corner of the herein described tract and being the southeast corner of that certain 8.881-acre tract of land as described in a deed to G C & E Services of record in Volume 2621, Page 136 of the deed records of Williamson County, Texas;

THENCE, N 22°01'00" W, with the west line of called 813.09-acre tract, the east line of said 8.881-acre tract and the west line of the herein described tract, for a distance of 517.58 feet to a 40d nail found for the northeast corner of said 8.881-acre tract, being also a southeast corner of that certain 8.725-acre tract of land as described in a deed to William D. Richards, et ux of record in Document No. 9630009 of the Official Records of Williamson County, Texas;

THENCE, N21°14'06" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract, and with the east line of said 8.725-acre tract, for a distance of 1123.07 feet to a 40d nail found for an angle point in the east line of that certain 12.564-acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20°41'21" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 12.564-acre tract, for a distance of

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

FN 00-035-011-02
JANUARY 25, 2001

266.08 feet to a ½-inch iron rod with cap set for the northeast corner of said 12.564-acre tract, being also a southeast corner of that certain 20.0-acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21°12'27" W, continuing with the west line of called 813.09-acre tract, the west line of the herein described tract and with the east line of said 20.0-acre tract, for a distance of 969.82 feet to an iron rod found for the most westerly northwest corner of called 813.09-acre tract, being also the most westerly northwest corner of the herein described tract, being also the northeast corner of said 20.0-acre tract and being the southwest corner of that certain 98.30-acre tract of land as described in a deed to Jilton Lee & Judy Marie Ower, Jr. of record in Volume 2208, Page 603 of the Official Records of Williamson County, Texas;

THENCE, with a north line of called 813.09-acre tract, the north line of the herein described tract and the south line of said 98.30-acre tract, the following five (5) courses:

1. N 69°56'01" E for a distance of 410.68 feet to a ½-inch iron rod with cap set for an angle point,
2. N 69°08'31" E for a distance of 191.06 feet to a ½-inch iron rod with cap set for an angle point,
3. N 64°16'01" E for a distance of 77.21 feet to a ½-inch iron rod with cap set for an angle point,
4. N 69°54'31" E for a distance of 843.66 feet to a ½-inch iron rod with cap set for an angle point, and
5. N 69°57'31" E for a distance of 860.36 feet to a ½-inch iron rod with cap set for an ell corner in the west line of called 813.09-acre tract, being also an ell corner in the west line of the herein described tract and being the southeast corner of said 98.30-acre tract;

THENCE, N 21°12'16" W, with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 98.30-acre tract, for a distance of 2360.75 feet to an iron rod found for the northeast corner of said 98.30-acre tract and being the southeast corner of that certain 121.21-acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2499, Page 651 of the Official Records of Williamson County, Texas;

THENCE, N 21°11'16" W, with the west line of called 813.09-acre tract, the west line of the herein described tract and the east line of said 121.21-acre tract, for a distance of 2340.54 feet to an iron rod found for the northwest corner of called 813.09-acre tract, being also the northeast corner of said 121.21-acre tract and being in the south line of that certain 170.00-acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Official Records of Williamson County, Texas;

THENCE, N 68°46'56" E, with the north line of called 813.09-acre tract, the north line of the herein described tract and the south line of said 170.00-acre tract, for a distance of 3303.09 feet to an iron rod found for the northeast corner of called 813.09-acre tract, being also the northeast corner of the herein described tract, being also the southeast corner of said 170.00-acre tract, being also the southwest corner of that certain 221.58-acre tract as described in a deed to The Culp Family Loving Trust of record in Volume 2179, Page 554 of the Official Records of Williamson County, Texas and being the northwest corner of that certain 312.08-acre tract of land known as the D & N Builders Tract an unrecorded subdivision in Williamson County, Texas;

THENCE, with the east line of the called 813.09-acre tract, the east line of the herein described tract and the west line of said 312.08-acre tract, the following eleven (11) courses:

1. S 21°17'37" E for a distance of 780.43 feet to an iron rod found for an angle point,
2. S 21°13'20" E for a distance of 394.53 feet to a 40d nail found for an angle point,
3. S 21°10'49" E for a distance of 197.91 feet to a ½-inch rod with cap set for an angle point,
4. S 21°15'30" E for a distance of 187.17 feet to an iron rod for an angle point,
5. S 21°09'50" E for a distance of 563.78 feet to a 40d nail found for an angle point,
6. S 20°42'51" E for a distance of 834.39 feet to a ½-inch iron rod with cap set for an angle point,
7. S 21°17'11" E for a distance of 1086.90 feet to an iron rod found for an angle point,
8. S 40°19'57" E for a distance of 94.58 feet to an iron rod found for an angle point,
9. S 46°39'28" E for a distance of 200.57 feet to an iron rod found for an angle point,
10. S 42°12'30" E for a distance of 225.05 feet to a ½-inch iron rod with cap set for an angle point, and
11. S 23°33'03" E for a distance of 194.67 feet to a ½-inch iron rod with cap set for the most northerly southeast corner of called 813.09-acre tract, being also the most northerly northeast corner of the herein described tract, being also the southwest corner of said 312.08-acre tract and being in the north line of that certain 274.53-acre tract of land as described in a deed to The Rotherell Family Limited Partnership of record in Volume 2527, Page 28 of the Official Records of Williamson County, Texas;

THENCE, with a south line of called 813.09-acre tract, a south line of the herein described tract and the north line of said 274.53-acre tract, the following seven (7) courses:

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1. S 59°05'27" W for a distance of 15.42 feet to a ½-inch iron rod with cap set for an angle point,
2. S 86°01'57" W for a distance of 19.36 feet to a ½-inch iron rod with cap set for an angle point,
3. S 54°30'57" W for a distance of 127.28 feet to a ½-inch iron rod with cap set for an angle point,
4. S 66°10'57" W for a distance of 86.10 feet to an iron rod found for an angle point,
5. S 68°39'14" W for a distance of 602.93 feet to a 40d nail found in a tree for an angle point,
6. S 63°07'34" W for a distance of 79.90 feet to a ½-inch iron rod with cap set for an angle point, and
7. S 67°11'04" W for a distance of 170.98 feet to an iron rod found for an ell corner in the east line of called 813.09-acre tract, being also an ell corner in the east line of the herein described tract and being the northwest corner of said 274.53-acre tract;

THENCE, with the east line of called 813.09-acre tract, the east line of the herein described tract and the west line of said 274.53-acre tract, the following four (4) courses:

1. S 10°57'43" E for a distance of 138.76 feet to an iron rod for an angle point,
2. S 19°50'45" E for a distance of 167.37 feet to an iron rod found for an angle point,
3. S 21°03'34" E for a distance of 4476.04 feet to a 40d nail found for an angle point, and
4. S 22°03'11" E for a distance of 603.46 feet to the POINT OF BEGINNING and containing 812.99 acres of land,

SAVE AND EXCEPT A 287.81 ACRE TRACT DESCRIBED AS FOLLOWS:

DESCRIPTION OF 287.81 ACRES, BEING A 19.35-ACRE TRACT OF LAND, HEREIN CALLED TRACT "A", A 26.34-ACRE TRACT OF LAND, HEREIN CALLED TRACT "B", A 27.41-ACRE TRACT OF LAND, HEREIN CALLED TRACT "C", A 42.94-ACRE TRACT OF LAND, HEREIN CALLED TRACT "D", A 62.36-ACRE TRACT OF LAND, HEREIN CALLED TRACT "E", A 73.80-ACRE TRACT OF LAND, HEREIN CALLED TRACT "F", A 32.63-ACRE TRACT OF LAND, HEREIN CALLED TRACT "G", AND A 2.98-ACRE TRACT OF LAND, HEREIN CALLED TRACT "H", ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, BEING A PORTION OF THAT CERTAIN CALLED 813.09-ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT

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PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.35-ACRE TRACT "A", 26.34-ACRE, TRACT "B", 27.41-ACRE TRACT "C", 42.94-ACRE TRACT "D", 62.36-ACRE TRACT "E", 73.80-ACRE TRACT "F", 32.63-ACRE TRACT "G", AND 2.98-ACRE TRACT "H" BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT "A" (DRIVING RANGE)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100-foot wide right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 351.38 feet to a point being in the west line of said 813.09-acre tract and being in the east line of that certain 8.725-acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County, Texas;

THENCE, N 68°45'54" E, departing the east line of said 8.725-acre tract and over and across said 813.09-acre tract, for a distance of 65.84 feet to an iron rod with cap set for the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following fifteen (15) courses:

1. N 21°18'57" W for a distance of 1555.98 feet to an ½-inch iron rod with cap set at the beginning of a curve to the right and being the northwest corner of the herein described tract,
2. along said curve to the right, an arc distance of 38.93 feet said curve having a radius of 25.00 feet, a central angle of 89° 13' 17" and a chord bearing of N 24° 04' 25" E for a chord distance of 35.12 feet to a ½ inch iron rod with cap set at the end of said curve,
3. N 69°27'44" E for a distance of 351.10 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract,
4. S 25°48'31" E for a distance of 1142.53 feet to a ½-inch iron rod with cap set,
5. S 86°46'02" E for a distance of 255.00 feet to a ½-inch iron rod with cap set,

6. S 04°26'09" W for a distance of 182.05 feet to a ½-inch iron rod with cap set,
7. S 85°33'57" E for a distance of 404.18 feet to a ½-inch iron rod with cap set,
8. S 04°25'52" W for a distance of 143.26 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right and being the southeast corner of the herein described tract,
9. along said curve to the right, an arc distance of 23.64 feet, said curve having a radius of 15.00, a central angle of 90°17'47" and a chord bearing of S 49°34'46" W and a chord distance of 21.27 to a ½-inch iron rod with cap set at the end of said curve,
10. N 85° 21' 25" W for a distance of 1.92 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
11. along said curve to the left, an arc distance of 417.88 feet, said curve having a radius of 630.00 feet, a central angle of 38°00'17" and a chord bearing of S 75°43'31" W and a chord distance of 410.27 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the right,
12. along said curve to the right, an arc distance of 16.43 feet, said curve having a radius of 15.00, a central angle of 62°44'37" and a chord bearing of S 88°05'40" W, for a chord distance of 15.62 feet to a ½-inch iron rod with cap set at a point of reverse curvature to the left,
13. along said curve to the left, an arc distance of 156.99 feet, said curve having a radius of 90.00 feet, a central angle of 99°56'52" and a chord bearing of S 69°29'32" W, for a chord distance of 137.83 feet to a ½-inch iron rod with ca set at the end of said curve,
14. N 70°29'12" W for a distance of 131.58 feet to a ½-inch iron rod with cap set, and
15. S 68°46'05" W for a distance of 239.13 feet to the POINT OF BEGINNING and containing 19.35 acres of land, and

TRACT "B" (GOLF COURSE HOLES 15 AND 16)

BEGINNING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 1269.10 feet to a point;

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THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract, for a distance of 78.82 feet to a ½-inch iron rod with cap set for the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the south, west, north and east lines of the herein described tract, the following thirty (30) courses and distances:

1. N 82°26'41" W for a distance of 1081.02 feet to a ½-inch iron rod with cap set for an angle point,
2. N 07°33'43" E for a distance of 121.27 feet to a ½-inch iron rod with cap set for an angle point,
3. N 82°26'23" W for a distance of 280.00 feet to a ½-inch iron rod with cap set for an angle point,
4. S 07°33'32" W for a distance of 121.30 feet to a ½-inch iron rod with cap set for an angle point,
5. N 82°26'42" W for a distance of 806.94 feet to a ½-inch iron rod with cap set for an angle point,
6. N 24°47'57" W for a distance of 570.46 feet to a ½-inch iron rod with cap set for an angle point,
7. N 70°04'35" E for a distance of 327.67 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 89.73 feet, said curve having a radius of 670.00 feet, a central angle of 07°40'24" and a chord bearings of N 73°54'47" E for a chord distance of 89.66 feet to a ½-inch iron rod with cap set at the end of said curve,
9. S 09°53'49" E for a distance of 149.44 feet to a ½-inch iron rod with cap set for an angle point,
10. N 80°06'18" E for a distance of 125.00 feet to a ½-inch iron rod with cap set for an angle point,
11. N 88°25'37" E for a distance of 175.95 feet to a ½-inch iron rod with cap set for an angle point,
12. S 45°10'30" E for a distance of 129.66 feet to a ½-inch iron rod with cap set for an angle point,

13. S 31°37'08" E for a distance of 65.23 feet to a ½-inch iron rod with cap set for an angle point,
14. S 39°25'05" E for a distance of 171.93 feet to a ½-inch iron rod with cap set for an angle point,
15. S 72°20'04" E for a distance of 198.08 feet to a ½-inch iron rod with cap set for an angle point,
16. N 76°29'49" E for distance of 132.89 feet to a ½-inch iron rod with cap set for an angle point,
17. N 89°05'26" E for a distance of 126.02 feet to a ½-inch iron rod with cap set for an angle point,
18. S 76°15'29" E for a distance of 131.30 feet to a ½-inch iron rod with cap set for an angle point,
19. S 88°15'06" E for a distance of 509.71 feet to a ½-inch iron rod with cap set for an angle point,
20. N 85°17'52" E for a distance of 167.24 feet to a ½-inch iron rod with cap set for an angle point,
21. N 75°03'59" E for a distance of 249.34 feet to a ½-inch iron rod with cap set for an angle point,
22. N 11°24'56" E for a distance of 69.17 feet to a ½-inch iron rod with cap set for an angle point,
23. S 78°35'06" E for a distance of 33.49 feet to a ½ inch iron rod with cap set in at the beginning of a curve to the left,
24. along said curve to the left, an arc distance of 138.44 feet, said curve having a radius of 325.00 feet, a central angle of 24°24'22" and a chord of which bears N 89°13'04" E for a chord distance of 137.40 feet to a ½-inch iron rod with cap set at the end of said curve,
25. N 77°00'45" E for a distance of 275.04 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
26. along said curve to the left, an arc distance of 74.21 feet, said curve having a radius of 1025.00 feet, a central angle of 04°08'53" and a chord of which bears N 74°56'14" E for a chord distance of 74.19 feet to a ½-inch iron rod with cap set at the end of said curve,

27. S 21°27'08" E for a distance of 71.31 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 104.89 feet, said curve having a radius 75.00 feet, a central angle of 80°08'04" and a chord which bears S 18°36'54" W for a chord distance of 96.55 feet to a ½-inch iron rod with cap set at the end of said curve,
29. S 58°40'52" W for a distance of 784.69 feet to a ½-inch iron rod with cap set for an angle point, and
30. S 38°41'52" E for a distance of 155.37 feet to the POINT OF BEGINNING and containing 26.34 acres of land, and

TRACT "C" (GOLF COURSE HOLES 13 AND 14)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 22°03'11" W, with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 603.46 feet to a ½-inch iron rod found for an angle point;

THENCE, N 21°03'35" W, continuing with the east line of said 813.09-acre tract and the west line of said 37.995-acre tract, for a distance of 570.06 feet to an angle point;

THENCE, S 68°56'26" W, departing the west line of said 37.995-acre tract and over and across said 813.09-acre tract, for a distance of 162.10 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and being at the beginning of a curve to the left;

THENCE, continuing over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, for the following thirty-six (36) courses;

1. along said curve to the right, an arc distance of 23.56 feet, said curve having a radius of 15.00, a central angle of 89°59'57" and a chord bearing of S 23°33'05" W, for a chord distance of 21.21 feet to a ½-inch iron rod with cap set at the end of said curve,
2. S 68°33'06" W for a distance of 25.86 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 143.97 feet, said curve having a radius of 975.00 feet, a central angle of 08°27'37" and a chord bearing of S 72°46'55" W, for a chord distance of 143.84 feet to a ½-inch iron rod with cap set at the end of said curve,

4. S 77°00'45" W for a distance of 211.58 feet to a ½-inch iron rod with cap set for an angle point,
5. N 12°58'46" W for a distance of 62.20 feet to a ½-inch iron rod with cap set for an angle point,
6. N 67°32'27" W for a distance of 263.07 feet to a ½-inch iron rod with cap set for an angle point,
7. N 86°05'42" W for a distance of 127.09 feet to a ½-inch iron rod with cap set for an angle point,
8. S 85°26'53" W for a distance of 219.31 feet to a ½-inch iron rod with cap set for an angle point,
9. N 62°21'05" W for a distance of 115.87 feet to a ½-inch iron rod with cap set for an angle point,
10. N 51°10'23" W for a distance of 77.13 feet to a ½-inch iron rod with cap set for an angle point,
11. N 06°37'14" E for a distance of 348.41 feet to a ½-inch iron rod with cap set for an angle point,
12. N 56°39'05" E for a distance of 151.22 feet to a ½-inch iron road with cap set for an angle point,
13. N 15°11'58" W for a distance of 184.34 feet to a ½-inch iron rod with cap set for an angle point,
14. N 78°06'56" W for a distance of 104.25 feet to a ½-inch iron rod with cap set for an angle point,
15. S 81°54'09" W for a distance of 510.24 feet to a ½-inch iron rod with cap set for an angle point,
16. N 82°52'50" W for a distance of 64.06 feet to a ½-inch iron rod with cap set for an angle point,
17. N 56°39'50" W for a distance of 125.25 feet to a ½-inch iron rod with cap set for an angle point,
18. N 48°25'35" W for a distance of 887.58 feet to a ½-inch iron rod with cap set for an angle point,

19. N 21°21'50" E for a distance of 70.52 feet to a ½-inch iron rod with set in a curve to the left,
20. along said curve to the left, an arc distance of 259.03 feet, said curve having a radius of 630.00 feet, a central angle of 23°33'29" and a chord bearing of S 82°50'44" E for a chord distance of 257.21 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 85°22'31" E for a distance of 217.52 feet to a ½-inch iron rod with cap set for an angle point,
22. S 13°18'30" W for a distance of 131.72 feet to a ½-inch iron rod with a cap set for an angle point,
23. S 64°52'25" E for a distance of 410.44 feet to a ½-inch iron rod with a cap set for an angle point,
24. N 85°18'51" E for a distance of 170.15 feet to a ½-inch iron rod with a cap set for an angle point,
25. N 08°45'29" W for a distance of 200.63 feet to a ½-inch iron rod with a cap set for an angle point,
26. N 81°14'28" E for a distance of 162.54 feet to a ½-inch iron rod with a cap set at the beginning of a curve to the right,
27. along said curve to the right, an arc distance of 57.13, said curve having a radius of 300.00 feet to a central angle of 10°54'39" and a chord bearing of N 86°41'47" E for a chord distance of 57.04 feet to a ½-inch iron rod with cap set at the end of said curve,
28. S 87°50'53" E for a distance of 174.24 feet to a ½-inch iron rod with cap set for an angle point,
29. S 02°09'08" W for a distance of 196.24 feet to a ½-inch iron rod with cap set for an angle point,
30. S 87°51'01" E for a distance of 116.23 feet to a ½-inch iron rod with cap set for an angle point,
31. S 31°21'52" E for a distance of 489.12 feet to a ½-inch iron rod with cap set for an angle point,
32. S 32°06'49" E for a distance of 326.54 feet to a ½ inch iron rod with cap set for an angle point,

33. S 66°54'54" E for a distance of 372.43 feet to a ½-inch iron rod with cap set for an angle point,
34. N 23°05'06" E for a distance of 108.68 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
35. along said curve to the right, an arc distance of 83.97, said curve having a radius of 275.00 feet, a central angle of 17°29'39" and a chord bearing of S 30°11'39" E, for a chord distance of 83.64 feet to a ½-inch iron rod with a cap set at the end of said curve, and
36. S 21°26'53" E for a distance of 351.65 feet to the POINT OF BEGINNING and containing 27.41 acres of land, and

TRACT "D" (GOLF COURSE HOLES 1 THROUGH 3)

COMMENCING at a ½-inch iron rod with cap found for the southeast corner of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas and being an interior ell corner in the west line of said 813.09-acre tract;

THENCE, N 66°17'48" E, over and across said 813.09-acre tract, for a distance of 579.26 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the west, north, east and south lines of the herein described tract, the following forty-three (43) courses:

1. N 06°14'02" W for a distance of 154.00 feet to a ½-inch iron rod with cap set for an angle point,
2. N 57°51'01" E for a distance of 295.43 feet to a ½ inch iron rod with cap set for an angle point,
3. S 13°13'09" E for a distance of 155.20 feet to a ½ inch iron rod with cap set for an angle point
4. N 78°30'56" E for a distance of 362.65 feet to a ½-inch iron rod with cap set for an angle point,
5. N 16°05'54" W for a distance of 637.08 feet to a ½-inch iron rod with cap set for an angle point,
6. N 12°20'55" W for a distance of 125.27 feet to a ½-inch iron rod with cap set for an angle point,

7. N 08°28'14" E for a distance of 86.15 feet to a ½-inch iron rod with cap set for an angle point,
8. N 62°03'55" W for a distance of 135.53 feet to a ½-inch iron rod with cap set in a curve to the left,
9. along said curve to the left, an arc distance of 174.67, said curve having a radius of 325.00 feet, a central angle of 30°47'38" and a chord bearing of N 52°21'16" E, for a chord distance of 172.58 feet to a ½-inch iron rod with cap set at the end of said curve,
10. S 74°23'13" E for a distance of 305.87 feet to a ½-inch iron rod with cap set for an angle point,
11. S 34°01'22" E for a distance of 95.30 feet to a ½-inch iron rod with cap set for an angle point,
12. S 11°17'54" E for a distance of 111.24 feet to a ½-inch iron rod with cap set for an angle point,
13. S 03°31'50" W for a distance of 750.02 feet to a ½-inch iron rod with cap set for an angle point,
14. S 37°35'13" W for a distance of 127.41 feet to a ½-inch iron rod with cap set for an angle point,
15. S 14°47'36" W for a distance of 234.60 feet to a ½-inch iron rod with cap set for an angle point,
16. S 47°25'16" W for a distance of 123.45 feet to a ½-inch iron rod with cap set for an angle point,
17. S 37°06'50" W for a distance of 209.68 feet to a ½-inch iron rod with cap set for an angle point,
18. S 01°58'36" W for a distance of 446.54 feet to a ½-inch iron rod with cap set for an angle point,
19. S 44°17'49" W for a distance of 585.41 feet to a ½-inch iron rod with cap set for an angle point,
20. S 88°10'07" W for a distance of 323.93 feet to a ½-inch iron rod with cap set for an angle point,

21. S 24°05'43" W for a distance of 531.85 feet to a ½-inch iron rod with cap set for an angle point,
22. S 10°49'29" W for a distance of 670.76 feet to a ½-inch iron rod with cap set for an angle point,
23. S 36°29'10" E for a distance of 171.94 feet to a ½-inch iron rod with cap set for an angle point,
24. S 41°12'37" E for a distance of 40.00 feet to a ½-inch iron rod with cap set for an angle point,
25. S 48°45'34" W for a distance of 28.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
26. along said curve to the right, an arc distance of 457.31 feet, said curve having a radius of 570.00 feet, a central angle of 45°58'05" and a chord bearing of S 71°44'36" W, for a chord distance of 445.14 feet to a ½-inch iron rod with cap set at the end of said curve,
27. N 85°15'52" W for a distance of 20.25 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
28. along said curve to the right, an arc distance of 23.48 feet, said curve having a radius of 15.00 feet, a central angle of 89°42'13" and a chord bearing of N 40°25'14" W, for a chord distance of 21.16 feet to a ½-inch iron rod with cap set at the end of said curve,
29. N 04°25'52" E for a distance of 149.78 feet to a ½-inch iron rod with cap set for an angle point,
30. S 85°33'59" E for a distance of 150.00 feet to a ½-inch iron rod with cap set for an angle point,
31. N 04°25'55" E for a distance of 250.01 feet to a ½-inch iron rod with cap set for an angle point,
32. N 11°06'31" W for a distance of 353.16 feet to a ½-inch iron rod with cap set for an angle point,
33. N 66°37'44" W for a distance of 156.48 feet to a ½-inch iron rod with cap set for an angle point,
34. N 22°29'26" W for a distance of 108.00 feet to a ½-inch iron rod with cap set for an angle point,

35. N 14°23'43" E for a distance of 105.23 feet to a ½-inch iron rod with cap set for an angle point,
36. N 34°37'37" E for a distance of 104.78 feet to a ½-inch iron rod with cap set for an angle point,
37. N 43°23'34" E for a distance of 92.78 feet to a ½-inch iron rod with cap set for an angle point,
38. N 88°12'33" E for a distance of 43.28 feet to a ½-inch iron rod with cap set for an angle point,
39. N 24°05'54" E for a distance of 633.40 feet to a ½-inch iron rod with cap set for an angle point,
40. N 46°22'35" E for a distance of 461.01 feet to a ½-inch iron rod with cap set for an angle point,
41. N 39°37'31" E for a distance of 294.94 feet to a ½-inch iron rod with cap set for an angle point,
42. N 26°45'36" E for a distance of 307.47 feet to a ½-inch iron rod with cap set for an angle point, and
43. N 06°13'55" W for a distance of 157.16 feet to the POINT OF BEGINNING and containing 42.94 acres of land, and

TRACT "E" (GOLF COURSE HOLES 9 THROUGH 12)

COMMENCING at a ½-inch iron rod with cap found for the southwest corner of Lot 9 of D & N Builders Tract, an unrecorded subdivision, in Williamson County, Texas, being also the northwest corner of Lot 8 of said D & N Builders Tract, and being in the east line of said 813.09-acre tract;

THENCE, S 21°17'11" E, with the east line of said 813.09-acre tract and the west line of said Lot 8, for a distance of 88.58 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, continuing with the east line of said 813.09-acre tract and the west line of said Lot 8, and with the east line of the herein described tract, the following three (3) courses:

1. S 21°17'11" E, for a distance of 998.32 feet to an iron rod found,
2. S 40°19'57" E, for a distance of 94.58 feet to an iron rod found, and

3. S 46°39'28" E, for a distance of 182.75 feet to a ½-inch iron rod with cap set,

THENCE, departing the west line of said Lot 8 and over and across said 813.09-acre tract, with the east, south, west and north lines of the herein described tract, the following forty-four (44) courses:

1. S 68°06'03" W for a distance of 492.33 feet to a ½-inch iron rod with cap set for an angle point,
2. S 00°30'05" W for a distance of 428.52 feet to a ½-inch iron rod with cap set for an angle point,
3. S 68°38'17" W for a distance of 101.45 feet to a ½-inch iron rod with cap set for an angle point,
4. S 63°09'07" W for a distance of 80.61 feet to a ½-inch iron rod with cap set for an angle point,
5. S 67°10'46" W for a distance of 183.80 feet to a ½-inch iron rod with cap set for an angle point,
6. S 37°24'06" W for a distance of 100.86 feet to a ½-inch iron rod with cap set for an angle point,
7. S 10°57'17" E for a distance of 125.44 feet to a ½-inch iron rod with cap set for an angle point,
8. S 20°47'15" E for a distance of 600.26 feet to a ½-inch iron rod with cap set for an angle point,
9. S 86°59'35" W for a distance of 94.79 feet to a ½-inch iron rod with cap set for an angle point,
10. S 03°36'04" E for a distance of 443.41 feet to a ½-inch iron rod with cap set for an angle point,
11. S 27°57'52" W for a distance of 841.37 feet to a ½-inch iron rod with cap set for an angle point,
12. S 49°11'02" W for a distance of 266.92 feet to a ½-inch iron rod with cap set for an angle point,
13. S 31°12'09" W for a distance of 416.63 feet to a ½-inch iron rod with cap set for an angle point,

14. S 80°39'10" E for a distance of 185.82 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
15. along said curve to the left, an arc distance of 4.51 feet, said curve having a radius of 325.00 feet, a central angle of 00°47'43", and a chord bearing of S 08°56'53" W, for a chord distance of 4.51 feet to a ½-inch iron rod with cap set at the end of said curve,
16. S 08°33'01" W for a distance of 41.97 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
17. along said curve to the right, and arc distance of 21.45 feet, said curve having a radius of 15.00 feet, a central angle of 81°55'55" and a chord bearing of S 49°30'59" W, for a chord distance of 19.67 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,
18. along said curve to the left, an arc distance of 24.07 feet, said curve having a radius of 270.00 feet, a central angle of 05°06'25" and a chord bearing of S 87°55'43" W, for a chord distance of 24.06 feet to a ½-inch iron rod with cap set at the end of said curve,
19. S 85°22'31" W for a distance of 251.92 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
20. along said curve to the right an arc distance of 399.53 feet, said curve having a radius of 580.00 feet, a central angle of 39°28'06" and a chord of which bears N 74°53'26" W for chord distance of 391.68 feet to a ½-inch iron rod with cap set at the end of said curve,
21. N 55°09'23" W for a distance of 121.06 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
22. along said curve to the right, an arc distance of 37.36 feet, said curve having a radius of 25.00 feet, a central angle of 85°37'19" and a chord of which bears of N 12°20'43" W, for a chord distance of 33.98 feet to a ½-inch iron rod with cap set at a point of reverse curve to the left,
23. along said curve to the left, an arc distance of 187.54 feet, said curve having a radius of 630.00 feet, a central angle of 17°03'22" and a chord bearing of N 21°56'15" E, for a chord distance of 186.85 feet to a ½-inch iron rod with cap set at the end of said curve,
24. N 13°24'42" E for a distance of 202.92 feet to a ½-inch iron rod with cap set for an angle point,
25. S 76°35'13" E for a distance of 152.05 feet to a ½-inch iron rod with cap set for an angle point,

26. N 77°34'48" E for a distance of 134.69 feet to a ½-inch iron rod with cap set for an angle point,
27. N 26°42'56" E for a distance of 577.95 feet to a ½-inch iron rod with cap set for an angle point,
28. N 16°56'02" E for a distance of 557.94 feet to a ½-inch iron rod with cap set for an angle point,
29. N 02°57'25" E for a distance of 1015.62 feet to a ½-inch iron rod with cap set for an angle point,
30. N 05°08'39" W for a distance of 378.98 feet to a ½-inch iron rod with cap set for an angle point,
31. N 86°50'24" W for a distance of 140.96 feet to a ½-inch iron rod with cap set for an angle point,
32. N 03°09'40" E for a distance of 60.84 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
33. along said curve to the right, an arc distance of 325.03 feet, said curve having a radius of 520.00 feet, a central angle of 35°48'47" and a chord of which bears N 21°04'03" E for a chord distance of 319.76 feet to a ½-inch iron rod with cap set at the end of said curve,
34. N 38°58'27" E for a distance of 28.02 feet to a ½-inch iron rod with cap set at the beginning a curve to the right,
35. along said curve to the right, an arc distance of 146.07 feet, said curve having a radius of 525.00 feet, a central angle of 15°56'29" and a chord of which bears N 46°56'41" E for a chord distance of 145.60 feet to a ½-inch iron rod with cap set at the end of said curve,
36. S 41°13'41" E for a distance of 214.23 feet to a ½-inch iron rod with cap set for an angle point,
37. N 80°09'38" E for a distance of 177.61 feet to a ½-inch iron rod with cap set for an angle point,
38. N 54°08'29" E for a distance of 177.68 feet to a ½-inch iron rod with cap set for an angle point,
39. N 23°16'10" E for a distance of 175.11 feet to a ½-inch iron rod with cap set for an angle point,

40. N 23°17'45" W for a distance of 794.20 feet to a ½-inch iron rod with cap set for an angle point,
41. N 59°08'58" W for a distance of 142.20 feet to a ½-inch iron rod with cap set for an angle point,
42. N 30°50'59" E for a distance of 239.79 feet to a ½-inch iron rod with cap set for an angle point,
43. S 45°33'33" E for a distance of 318.15 feet to a ½-inch iron rod with cap set for an angle point, and
44. N 68°44'34" E for a distance of 171.59 feet to the POINT OF BEGINNING and containing 62.36 acres of land, and

TRACT "F" (GOLF COURSE HOLES 4 THROUGH 8)

COMMENCING at a iron rod found for the northwest corner of said 813.09-acre tract, being also the northeast corner of that certain 121.21-acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Deed Records of Williamson County, Texas, and being in the south line of that certain 170.00-acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Deed Records of Williamson County, Texas;

THENCE, S 21°11'17" E, with the west line of said 813.09-acre tract and the east line of said 121.21-acre tract, for a distance of 623.58 feet to a point;

THENCE, N 68°48'44" E, departing the west line of said 121.21-acre tract and over and across said 813.09-acre tract, for a distance of 75.91 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract, with the north, east, south and west lines of the herein described tract, the following seventy-nine (79) courses and distances;

1. N 70°28'14" E for a distance of 71.46 feet to a ½-inch iron rod with cap set,
2. N 35°05'28" E for a distance of 142.88 feet to a ½-inch iron rod with cap set,
3. N 14°08'14" W for a distance of 181.94 feet to a ½-inch iron rod with cap set,
4. N 35°20'02" E for a distance of 198.98 feet to a ½-inch iron rod with cap set,
5. N 74°21'50" E for a distance of 420.70 feet to a ½-inch iron rod with cap set,

6. N 68°29'53" E for a distance of 552.15 feet to a ½-inch iron rod with cap set,
7. N 47°48'35" E for a distance of 190.99 feet to a ½-inch iron rod with cap set,
8. N 69°56'30" E for a distance of 38.40 feet to a ½-inch iron rod with cap set,
9. S 61°02'51" E for a distance of 64.84 feet to a ½-inch iron rod with cap set,
10. N 76°52'55" E for a distance of 1153.90 feet to a ½-inch iron rod with cap set,
11. S 67°03'29" E for a distance of 221.86 feet to a ½-inch iron rod with cap set,
12. S 33°03'36" E for a distance of 356.69 feet to a ½-inch iron rod with cap set,
- ~~13.~~ S 07°41'06" E for a distance of 89.96 feet to a ½-inch iron rod with cap set,
14. S 44°38'30" E for a distance of 33.01 feet to a ½-inch iron rod with cap set,
15. S 13°01'07" W for a distance of 67.80 feet to a ½-inch iron rod with cap set,
16. S 57°46'51" W for a distance of 125.46 feet to a ½-inch iron rod with cap set,
17. S 13°18'58" E for a distance of 907.91 feet to a ½-inch iron rod with cap set,
18. S 67°19'56" E for a distance of 152.19 feet to a ½-inch iron rod with cap set,
19. N 68°59'57" E for a distance of 116.93 feet to a ½-inch iron rod with cap set,
- ~~20.~~ S 56°44'10" E for a distance of 81.94 feet to a ½-inch iron rod with cap set,
21. S 27°34'51" E for a distance of 51.21 feet to a ½-inch iron rod with cap set,
22. N 67°46'31" E for a distance of 160.41 feet to a ½-inch iron rod with cap set in a curve to the right,
23. along said curve to the right, an arc distance of 159.37 feet, said curve having a radius of 375.00 feet, a central angle of 24°21'00" and a chord bearing of S 21°12'10" E, for a chord distance of 158.17 feet to a ½-inch iron rod with cap set at the end of said curve,
24. S 55°47'00" W for a distance of 243.74 feet to a ½-inch iron rod with cap set,
25. S 01°00'34" W for a distance of 124.89 feet to a ½-inch iron rod with cap set,
26. S59°08'50" E for a distance of 127.83 feet to a ½-inch iron rod with cap set,

27. S 30°50'59" W for a distance of 174.27 feet to a ½-inch iron rod with cap set,
28. N 59°08'56" W for a distance of 148.17 feet to a ½-inch iron rod with cap set,
29. S 54°23'37" W for a distance of 164.97 feet to a ½-inch iron rod with cap set,
30. S 72°01'42" W for a distance of 141.18 feet to a ½-inch iron rod with cap set,
31. N 85°04'04" W for a distance of 125.03 feet to a ½-inch iron rod with cap set,
32. N 77°17'06" W for a distance of 324.31 feet to a ½-inch iron rod with cap set,
33. N 04°38'30" E for a distance of 230.53 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
34. along said curve to the left, an arc distance of 114.67 feet, said curve having a radius of 625.00 feet, a central angle of 10°30'44" and a chord bearing of N 00°36'52" W, for a chord distance of 114.51 feet to a ½-inch iron rod with cap set at the end of said curve,
35. S 64°02'03" E for a distance of 85.80 feet to a ½-inch iron rod with cap set,
36. S 71°25'10" E for a distance of 141.48 feet to a ½-inch iron rod with cap set,
37. N 20°15'41" W for a distance of 726.12 feet to a ½-inch iron rod with cap set,
38. N 64°26'07" E for a distance of 160.10 feet to a ½-inch iron rod with cap set,
39. N 00°54'53" E for a distance of 485.45 feet to a ½-inch iron rod with cap set,
40. N 40°40'08" W for a distance of 351.87 feet to a ½-inch iron rod with cap set,
41. N 82°08'24" W for a distance of 195.97 feet to a ½-inch iron rod with cap set,
42. N 87°09'24" W for a distance of 386.05 feet to a ½-inch iron rod with cap set,
43. S 57°16'01" W for a distance of 80.21 feet to a ½-inch iron rod with cap set,
44. S 07°51'42" W for a distance of 153.79 feet to a ½-inch iron rod with cap set,
45. S 68°16'30" W for a distance of 669.29 feet to a ½-inch iron rod with cap set,
46. S 87°38'08" W for a distance of 578.81 feet to a ½-inch iron rod with cap set,

47. S 02°21'53" E for a distance of 435.42 feet to a ½-inch iron rod with cap set,
48. S 60°06'22" E for a distance of 38.97 feet to a ½-inch iron rod with cap set,
49. S 65°12'15" E for a distance of 352.67 feet to a ½-inch iron rod with cap set,
50. S 43°53'28" E for a distance of 91.31 feet to a ½-inch iron rod with cap set,
51. S 11°45'40" E for a distance of 41.95 feet to a ½ inch iron rod with cap set,
52. S 04°00'03" E for a distance of 554.39 feet to a ½-inch iron rod with cap set,
53. S 55°22'22" E for a distance of 68.33 feet to a ½-inch iron rod with cap set,
54. S 72°00'15" E for a distance of 89.53 feet to a ½-inch iron rod with cap set,
55. S 43°29'10" E for a distance of 971.52 feet to a ½-inch iron rod with cap set,
56. S 32°59'58" E for a distance of 732.61 feet to a ½-inch iron rod with cap set,
57. S 55°08'28" E for a distance of 84.58 feet to a ½-inch iron rod with cap set in a curve to the right,
58. along said curve to the right, an arc distance of 322.42 feet, said curve having a radius of 275.00 feet, a central angle of 67°10'30" and a chord bearing of S 72°23'04" W, for a chord distance of 304.27 feet to a ½-inch iron rod with cap set at the end of said curve,
59. N 74°01'41" W for a distance of 7.82 feet to a ½-inch iron rod with cap set,
60. N 15°58'32" E for a distance of 116.04 feet to a ½ inch iron rod with cap set,
61. N 49°54'46" W for a distance of 374.39 feet to a ½-inch iron rod with cap set,
62. S 16°12'49" W for a distance of 262.05 feet to a ½-inch iron rod with cap set at the beginning of a curve to the right,
63. along said curve to the right, an arc distance of 132.12 feet, said curve having a radius of 375.00 feet, a central angle of 20°11'09" and a chord bearing of N 52°52'33" W, for a chord distance of 131.43 feet to a ½-inch iron rod with cap set at the end of said curve,
64. N 42°46'58" W for a distance of 120.26 feet to a ½-inch iron rod with cap set,
65. N 47°13'04" E for a distance of 232.97 feet to a ½-inch iron rod with cap set,

66. N 51°53'20" W for a distance of 306.37 feet to a ½-inch iron rod with cap set,
67. N 61°11'13" W for a distance of 511.94 feet to a ½-inch iron rod with cap set,
68. N 38°03'04" W for a distance of 117.77 feet to a ½-inch iron rod with cap set,
69. N 14°56'14" W for a distance of 572.55 feet to a ½-inch iron rod with cap set,
70. N 73°45'44" W for a distance of 305.35 feet to a ½-inch iron rod with cap set,
71. N 21°11'58" W for a distance of 30.90 feet to a ½-inch iron rod with cap set at the beginning of a curve to the left,
72. along said curve to the left, an arc distance of 33.10 feet, said curve having a radius of 420.00 feet, a central angle 04°30'55" and a chord bearing of N 23°27'26" W, for a chord distance of 33.09 feet to a ½-inch iron rod with cap set at the end of said curve,
73. S 73°44'59" E for a distance of 189.67 feet to a ½-inch iron rod with cap set,
74. N 17°10'57" E for a distance of 46.30 feet to a ½-inch iron rod with cap set,
75. N 20°59'54" W for a distance of 244.07 feet to a ½-inch iron rod with cap set,
76. N 52°15'24" W for a distance of 381.90 feet to a ½-inch iron rod with cap set,
77. S 46°23'19" W for a distance of 149.70 feet to a ½-inch iron rod with cap set in a curve to the right,
78. along said curve to the right, an arc distance of 81.81 feet, said curve having a radius of 275.00 feet, a central angle 17°02'38" and a chord bearing of N 28°03'06" W, for a chord distance of 81.51 feet to a ½ inch iron rod set at the end of said curve, and
79. N 19°31'46" w for a distance of 391.11 feet to the POINT OF BEGINNING and containing 73.80 acres of land, and

TRACT "G" (GOLF COURSE HOLES 17, 18 AND CLUBHOUSE)

COMMENCING at a ½-inch iron rod found for the southeast corner of said 813.09-acre tract, being also the southwest corner of that certain 37.995-acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100-foot wide right-of-way;

THENCE, N 82°26'24" W, with the south line of said 813.09-acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 4300.70 feet to a point;

THENCE, N 07°33'36" E, departing the north line of said State Highway 29 right-of-way and over and across said 813.09-acre tract for a distance of 443.10 feet to a ½-inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 813.09-acre tract the following nineteen (19) courses:

1. N 81°23'38" W for a distance of 434.62 feet to a ½ inch iron rod set at the beginning of a curve to the right,
2. along said curve to the right, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60°06'31" and a chord bearing of N 51°20'15" W for a chord distance of 651.07 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
3. along said curve to the right, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65°46'17" and a chord bearing of N 11°36'09" E for a chord distance of 16.29 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
4. along said curve to the left, an arc distance of 85.19 feet, said curve having a radius of 90.00 feet, a central angle of 54°14'03" and a chord bearing of N 17°22'16" E for a chord distance of 82.05 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right,
5. along said curve to the right, an arc distance of 17.48 feet, said curve having a radius of 15.00 feet, a central angle of 66°46'16" and a chord bearing of N 23°38'22" E for a chord distance of 16.51 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
6. along said curve to the right, an arc distance of 375.08 feet, said curve having a radius of 570.00 feet, a central angle of 37°42'09" and a chord bearing of N 75°52'35" E for a chord distance of 368.35 feet to a ½ inch iron rod with cap set at the end of said curve,
7. S 85°16'21" E for a distance of 102.17 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
8. along said curve to the left, an arc distance of 505.45 feet, said curve having a radius of 630.00 feet, a central angle of 45°58'05" and a chord bearing of N 71°44'36" E for a chord distance of 492.00 feet to a ½ inch iron rod with cap set at the end of said curve,
9. N 48°45'34" E for a distance of 4.14 feet to a ½ inch iron rod with cap set,
10. S 42°28'54" E for a distance of 198.81 feet to a ½ inch iron rod with cap set,

11. N 47°32'15" E for a distance of 325.00 feet to a ½ inch iron rod with cap set,
12. S 86°51'40" E for a distance of 923.56 feet to a ½ inch iron rod with cap set,
13. S 31°31'23" E for a distance of 87.66 feet to a ½ inch iron rod with cap set,
14. S 21°14'43" W for a distance of 534.26 feet to a ½ inch iron rod with cap set in a curve to the left,
15. along said curve to the left, an arc distance of 87.02 feet, said curve having a radius of 440.00 feet, a central angle of 11°19'53" and a chord bearing of S 85°46'07" W for a chord distance of 86.88 feet to a ½ inch iron rod with cap set at the end of said curve,
16. S 80°06'10" W for a distance of 109.29 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
17. along said curve to the left, an arc distance of 127.75 feet, said curve having a radius of 730.00 feet, a central angle of 10°01'35" and a chord bearing of S 75°05'23" W for a chord distance of 127.58 feet to a ½ inch iron rod with cap set at the end of said curve,
18. S 70°04'35" W for a distance of 509.39 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and
19. along said curve to the right, an arc distance of 383.41 feet, said curve having a radius of 770.00 feet, a central angle of 28°31'46" and a chord bearing of S 84°20'28" W for a chord distance of 379.46 feet to the POINT OF BEGINNING and containing 32.63 acres of land, and

TRACT "H" (MAINTENANCE FACILITY)

COMMENCING at a ½-inch iron rod found for the southwest corner of said 813.09-acre tract, being also the southeast corner of that certain 8.881-acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being the northerly line of State Highway No. 29, a 100-foot right-of-way;

THENCE, with the west line of said 813.09-acre tract and the east line of said 8.881-acre tract, the following two (2) courses:

1. N 22°01'00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21°14'06" W, for a distance of 1123.07 feet to a point being in the east line of said 813.09-acre tract and being in the east line of that certain 12.564-acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20°41'21" W, with the west line of said 813.09-acre tract and the east line of said 12.564-acre tract, for a distance of 266.08 feet to an iron rod found for the northeast corner of said 12.564-acre tract, being also an angle point in the west line of said 813.09-acre tract and being the southeast corner of that certain 20.0-acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21°12'27" W, continuing with the west line of said 813.09 acre tract and with the east line of said 20.0-acre tract, for a distance of 618.25 feet to an angle point;

THENCE, N 68°47'33" E, departing the east line of said 20.0-acre tract and over and across said 813.09-acre tract, for a distance of 60.67 feet to a ½-inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, N 21°18'57" W, continuing over and across said 813.09-acre tract, with the west line of the herein described tract, for a distance of 350.37 feet to a ½-inch iron rod with cap set for the northwest corner of the herein described tract, being also in the north line of said 813.09-acre tract and being in the south line of that certain 98.30-acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE, N 69°56'01" E, with the north line of the herein described tract, the north line of said 813.09-acre tract and the south line of said 98.30-acre tract, for a distance of 350.66 feet to a ½-inch iron rod with cap found for the northeast corner of the herein described tract;

THENCE, departing the south line of said 98.30-acre tract and over and across said 813.09-acre tract, with the east and south lines of the herein described tract, the following three (3) courses and distances:

1. S 20°32'08" E, for a distance of 372.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract,
2. S 69°27'47" W for a distance of 320.53 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and

along said curve to the right, an arc distance of 39.61 feet, said curve having a radius of 25.00 feet, a central angle of 90°46'43" and a chord bearing of N 65°55'35" W for a chord distance of 35.60 feet to the POINT OF BEGINNING and containing 2.98 acres of land, for a combined total in all seven tract of 287.81 acres of land.

FOR A REMAINING TOTAL OF 525.18 ACRES OF LAND

Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 1983
Convergence = 01°21'27".

525.18 ACRES
CIMARRON HILLS
REALTOR TRACT

FN 00-035-011-02
JANUARY 25, 2001

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

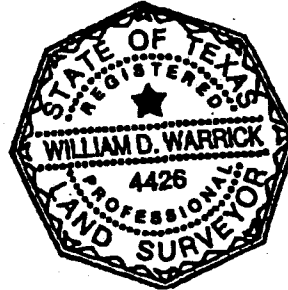
KNOW ALL MEN BY THESE PRESENTS:

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during January 2001 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of JANUARY 2001, A.D.

Vara Land Surveying
7035 F.M. 2244, Suite 200
Austin, Texas 78746

William D. Warrick
William D. Warrick
Registered Professional Land Surveyor
No. 4426 – State of Texas



**Acknowledgment and Consent to Substitution of Legal Description
and Re-Recording of Instrument**

Paloma Cimarron Hills, L.P., a Texas limited partnership, as Land Developer, and Cimarron Hills Country Club, L.P., as Club Developer, hereby acknowledge and consent to the substitution in the foregoing instrument of (i) the legal description of the Club Property described in Exhibit "A" attached hereto and made a part hereof for all purposes for the one previously attached, and (ii) the legal description of the Residential Property described in Exhibit "B" attached hereto and made a part hereof for all purposes for the one previously attached, and the re-recording of the foregoing instrument in the Official Public Records of Williamson County, Texas, for the sole purpose of correcting the legal description of the Club Property and the Residential Property.

Executed to be effective as of August 25, 2000.

PALOMA CIMARRON HILLS, L.P., a Texas limited partnership

By: Cimarron Hills Development, LLC, a Texas limited liability company, its General Partner

By: 
Garth L. Chambers, President

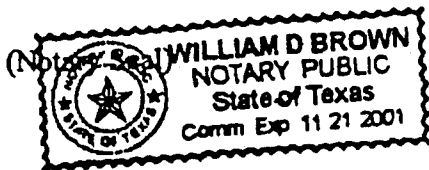
CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership

By: Cimarron Hills CC, LLC, a Texas limited liability company, its General Partner

By: 
Garth L. Chambers, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of February, 2001, by Garth L. Chambers, President of CIMARRON HILLS DEVELOPMENT, LLC, a Texas limited liability company, General Partner of PALOMA CIMARRON HILLS, L.P., a Texas limited partnership, on behalf of said limited partnership.

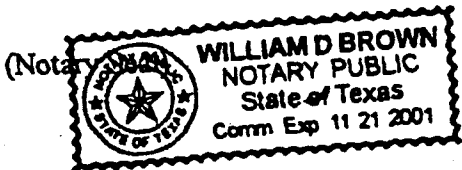


William D Brown

Notary Public of the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of February, 2001, by Garth L. Chambers, President of Cimarron Hills CC, LLC, a Texas limited liability company, General Partner of CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership, on behalf of said limited partnership.



William D Brown

Notary Public of the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister
02-14-2001 04:04 PM 2001010233
JACKIE \$177.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

9. Heritage Title