

**FIRST CORRECTION**

**BLACKSMITH RANCH**

**DECLARATION OF COVENANTS, CONDITIONS**

**AND RESTRICTIONS**

STATE OF TEXAS

COUNTY OF BURNET

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, **John Ed Stepan, Debra Stepan, Birnie Balke and Daniel Balke** of Burnet County, Texas, hereinafter called the Declarant, is the owner of all that certain real property located in Burnet County, Texas described as follows:

**BEING 405.12 acre tract of land in Burnet County, Texas, with 169.61 acres out of the Jonathan Burleson Survey No. 1089, Abstract No. 166, 114.69 acres out of the Jacob Bruner Survey No. 1100, Abstract No. 1067, 35.69 acres out of the Joseph C. Burleson Survey No. 1099, Abstract No. 164, and 85.13 acres out of the Isaiah H. Ainsworth Survey No. 688, Abstract No. 38, and being that same tract of land described as 375 acres in an Affidavit of Heirship dated May 5, 1998, in the name of Suzanne Z. Tooley, of record in Vol. 804, Page 324, Official Public Records of Burnet County, Texas, SAVE AND EXCEPT a tract of land described as a 3.79 acres out of the Isaiah H. Ainsworth Survey No. 688, Abstract No. 38, heretofore conveyed in a General Warranty Deed dated December 15, 2001, from Suzanne Z. Tooley to Jeffrey W. Clarke and wife, Loretta Clarke, of record in Vol. 1042, Page 596, Official Public Records of Burnet County, Texas, said 405.12 acre tract being more fully described in Exhibit "A" attached hereto and made a part hereof.**

WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, conditions, and restrictions, as hereinafter set forth:

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

NOW, THEREFORE, place their property into the common development plan set out herein and agree to now place the following restrictions, covenants and conditions on their property and agree to hold, sell and convey their property subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

**I.**

**DEFINITIONS**

- (1) "Association" shall mean and refer to **Blacksmith Ranch Property Owners Association**, and its successors and assigns.
- (2) "Lot" shall mean any lot that may be sold of out the 405.12 acres described herein, or any plated lot as shown in the plat of any subdivision hereinafter created from any lot or lots within Blacksmith Ranch.
- (3) "Member" shall mean and refer to every person or entity who holds membership in the Association.
- (4) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.
- (5) "Declarant" shall mean and refer to **John Ed Stepan, Debra Stepan, Birnie Balke and Daniel Balke**, and their successors and assigns.

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 BURNET COUNTY, TEXAS  
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(6) "Subdivision" shall mean Blacksmith Ranch and all lots or tract out of the above described 405.12 acres in Burnet County, Texas. The term subdivision is used as a matter of convenience to refer to the 405.12 acres. The property will not be a plated subdivision that is approved by the Commissioner Court and filed of record, since the size of the lots and the location of the lots on a public road make such lots as sold by the Declarant herein exempt from the laws of the state of Texas and the subdivision regulations of the County of Burnet.

(7) "Architectural Control Committee" may sometimes be referred to herein as ACC and shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as provided herein.

(8) "Property" shall mean Blacksmith Ranch, a subdivision in Burnet County, Texas, out of the above described 405.12 acres in Burnet County, Texas.

## II. MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be members of the Association; provided, however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and the mere acquisition of any Lot will signify that the Declaration is accepted, ratified, and will be complied with.

## III. VOTING RIGHTS

Each member of the Association shall be entitled to one vote for each acre in the lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided, however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to the number of acres in such Lot. In the event that a Lot is subdivided, the owner of each subdivision thereof shall be entitled to one vote for each acre in such subdivision, provided that such subdivision is approved in writing by the ACC. Fraction of acres shall be rounded up to the next whole number when determining the number of votes for a lot.

## IV. POWER AND DUTIES OF THE ASSOCIATION

**Blacksmith Ranch Property Owners Association** shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable; provided, however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

(1) The Association may enforce this Declaration either in its own name or in the name of any owner within the subdivision. Provided, however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund or a fund established for this purpose.

(2) The Association may borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two-thirds vote of the membership at a meeting called for the purpose of such determination.

(3) The Association shall have the right to expend its funds for any of the above-mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in **Blacksmith Ranch Property Owners Association**.

## V. TEMPORARY MANAGEMENT BY DECLARANT

Prior to the sale of **seventy per cent (70%)** of the Lots in the subdivision, Declarant, his successor and assigns, shall have the right, at its option, to perform the duties, and otherwise exercise the powers herein given to the Association in the same way and manner as through all of such powers and duties had been reserved to the Declarant alone. Bulk sale of Declarant's entire interest in subdivision shall not be a sale of 70 per cent of the lots.

**VI.**  
**RESTRICTIONS AND RESERVATIONS**

1. Residential Use: No part of said property shall be used for any purpose other than residential. No trade or business of any kind shall be conducted upon said property, however home office or home business that is not open to the public or by appointment only is permitted, provided such activity is not visible to the public. No signs shall be placed on any part of the Subdivision indicating a commercial or non-residential use or activity.

2. Subdivision of Lots: No Lot may be resubdivided without the written approval of the Declarant or the ACC. Such written approval must appear on any plat filed for record or filed in the Official Records of Burnet County, Texas. All such resubdivided Lots must provide for set back lines and easements as provided herein or on the plat of the subdivision. The Declarant or the ACC can grant variance to such set back lines and easements. All such resubdivision must comply with all governmental rules and regulations applicable to the property.

3. Construction of Residence: (a), No more than one residence may be erected on any one Lot. Prior to starting construction all plans must be approved in writing by the ACC.

(b), All construction shall be completed with reasonable diligence and exterior construction must be completed within nine (9) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.

(c), No building material of any kind shall be placed or stored upon any Lot until owner is ready to commence construction, within two (4) weeks of the start of construction.

(d), The residence must be of new construction and contain a minimum of 1,500 square feet, exclusive of open porches, breezeways, carports, and garages. The ACC shall approve the building materials used in the exterior walls and roof. All designs and construction material shall be of traditional materials and designs all of which shall be compatible with existing homes and shall be of a design and construction that will protect the property values of the subdivision; or

(e), All residences and other buildings must be in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

4. Separate Structures: Any detached building, garage, carport, shed or structure or addition to the primary residence must be of all new material and be of equal consecution and architectural design as the primary residence, (or if a barn, be in keeping with the standards of new construction in the local ranching community) and approved in writing by the ACC.

5. Mobile Homes: No manufactured home or relocated home may be placed on any lot. A manufactured home shall mean a home that is constructed on a remote location and moved, in whole or in major parts, to the lot. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the lot and shall include older or previously occupied homes or buildings. The ACC shall have the sole authority to determine what is a manufactured home and what is a relocated home.

The ACC may determine that certain homes which are constructed in whole or in part at a remote site are in fact modular homes and may be approve by the ACC. Any such approve must be in writing and any such modular homes must complied with all other requirements of this Declaration.

In the event that any court shall enter an order that would have the effect of allowing a manufactured home or relocated home to be placed on any lot, prior to the placement of such home on a lot all other requirements of this Declaration must be complied and the ACC has the power to make additional requirements that would make any such home resemble the other homes in the subdivision. These addition requirements shall include, but not be limited to, additional stone or masonry, a roof with sufficient overhang, a type of exterior construction that would blend with the other houses in the Subdivision and other requirements the ACC may deem necessary to achieve the over all building plan in the subdivision. Failure to request and receive such guidelines and rulings from the ACC shall be a violation of this Declaration.

6. RV's, Trailers, SemiTrailers, Trucks, Equipment and Boats: (a), RV's, trailers, travel trailers, boats and similar vehicles or items shall not be parked on any Lot for more than fourteen (14) days during any 30 day period, unless it is owned by a Lot Owner and it is parked to the rear of the Lot, but in no event may it be parked in front of the house. In no event shall any RV, trailer, travel trailer or boat be occupied.

(b), Semitrailers, dump trucks, commercial trucks, construction machinery, equipment and other such vehicles or equipment shall not be stored or parked on any Lot, unless in an enclosed storage building, and shall not be parked the streets of the subdivision. If such vehicles or equipment is being used in the construction of improvements on the Lot they may be parked on the Lot during construction. This section does not apply to machinery or tractors used in farm and ranch applications provided such does not exceed the amount that may reasonably be used on the Lot.

(c), No vehicle repair work which requires more than one (1) day to complete will be allowed on any Lot. This restriction shall not apply to repair work inside a fully enclosed garage or building.

7. Temporary Structures: No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or a motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months, provided written approval of the ACC is obtained.

8. Repair and Upkeep: All residences and other buildings must be kept in a good state of repair.
9. Driveways: All weather driveways from the main road to the residence shall be completed within nine (9) months of the start of construction of a primary residence.
10. Livestock and Pets: No animal may be raised, boarded or bred for commercial purposes on any Lot. 4-H and FFA projects shall not be considered commercial purposes. All domestic animals shall be contained within the boundaries of the owner's property or in the control of a responsible individual. No livestock or fowl shall be raised, kept or bred on any Lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two (2) animal units allowed.) For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, three (3) fowl, but no swine. Animals held on the property as allowed herein may be raised to be sold to meet the requirements for agricultural property tax exemption. If the Declarant or the ACC receives two (2) or more complaints about an animal the Declarant or the ACC may declare the animal a nuisance and the owner shall remove the animal from the property. Excessive numbers of domestic animals may constitute a nuisance.
11. Utility Easement: A utilities easement for public or private utility purposes including, but not limited to, water, gas, electricity and telephone be, and the same is hereby reserved, imposed and granted over the front 10 feet of each Lot and 10 feet of the side and back property line in the area. This same easement shall apply to future Lots that may be platted as a result of any resubdivision. When one owner owns one or more adjacent Lots, such owner may make application for waiver of such utilities easement on the inside property lines to the ACC. Any such waiver must be given in writing.
12. Set Back Lines and Access: No building or other structure (other than a boundary line fence) shall be located nearer than 75 feet to a front Lot line (front denotes the boundary line adjacent to the main street). No building shall be located nearer than 20 feet to any side lot line or rear lot line.
13. Noxious Activities: No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
14. Condition of Lot: No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators, containers or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. No trash, ashes, vegetation or other refuse may be thrown, placed, kept or dumped on any of the Lots. Trash, garbage and other waste shall not be permitted except in sanitary containers. Properly constructed compost piles shall be allowed. No dilapidated structure or building of any kind or character shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house, or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.
15. Water Well: Any well or water system must conform to all the requirements, rules and regulations of the appropriate governing agencies. The location of all water wells must be in writing by the ACC. No well shall be located with 150 feet of any existing septic system. Each Owner must be responsible for their own water supply.
16. Septic System: No outside, open, or pit type toilet shall be installed, maintained or kept on the property at any time, and all plumbing shall be connected to an approved septic or sewer system. All septic or sewage disposal system must comply with the requirements, rules and regulations of the appropriate governing agencies. The ACC must approve, in writing, the location of all septic systems or changes to any septic system. No septic system shall be located within 150 feet of any existing water well. Each Owner must be responsible for their own septic system.
17. Motor Vehicles: Abandoned motor vehicles shall not be kept on any portion of the premises. A motor vehicle shall be deemed to be abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more or does not have a current, valid state inspection sticker and license plate. This restriction shall not apply to motor vehicles stored in a fully enclosed garage or building. No vehicle of any size which transports inflammatory or explosive cargo may be kept on any Lot at any time.
18. Mining and Drilling: No Portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.
19. Fences: All fences must be approved by the ACC prior to construction.
20. Hazardous Materials and Environmental Hazards: The Lot and improvements thereon shall not be used for any purpose that is in violation of any environmental law.
21. Rules and Regulations by ACC: The Declarant and the ACC shall have the authority to make additional rules and regulations where allowed herein and to additionally make rules and regulations to clarify the provisions hereof.
22. Exception to Existing House. The 405.12 acres has an existing house on it, the Declarant will sell that house with acreage around the house. This house will be considered "grandfather" or approved as it now exist and not subject to any provisions herein that would be in conflict. In the event that the house is ever removed any replacement structure must fully comply with all the restrictions and reservation herein.

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ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Declarant, shall appoint one or more individuals to act as the Architectural Control Committee, herein called the ACC. When a property owners association is formed as provided in the Declaration it shall assume the duty and right to appoint one or more individuals to the ACC. If the property owners association, ceases to exist or no property owners association exist then owners owning a majority of the property, voting as they would be entitled to vote in the property owners association, may appoint one or more individuals to the ACC.

X.  
SEVERABILITY

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

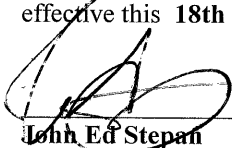
XI.  
DURATION AND AMENDMENT

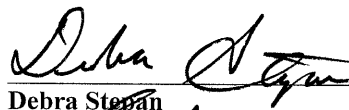
The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit it of and be enforceable by the Declarant, or the owner of any Lot subject to these Declarations, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by the County of Burnet, Texas, which has approved these Declarations, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy-five per cent (75%) of the Lot owners and thereafter by an instrument signed by not less than sixty per cent (60%) of the Lot owners. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed sixty per cent (60%) of the Lots in said Subdivision.

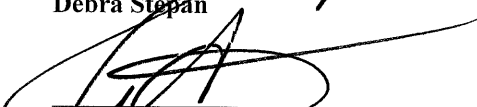
**Correction**

This First Correction of Declaration of Covenants, Conditions and Restrictions for Blacksmith Ranch is made in place of and to correct a Declaration of Covenants, Conditions and Restrictions for Blacksmith Ranch from Grantor to Grantee, dated February 25, 2004, and recorded in Volume 1227, Page 343., of the Official Public Record of Burnet County, Texas. By mistake those Declaration of Covenants, Conditions and Restrictions for Blacksmith Ranch did not have the signature of Debra Stepan and did not correctly state the residential use restrictions in Article VI (1). This correction deed is made to correct that mistake and is effective on February 25, 2004, and in all other respects confirms the former Declaration of Covenants, Conditions and Restrictions for Blacksmith Ranch.

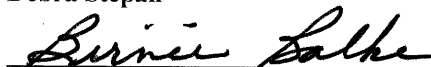
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be effective this 18th day June of 2004.

  
John Ed Stepan

  
Debra Stepan

  
John Ed Stepan Attorney-in-Fact for  
Debra Stepan

  
Daniel Balke

  
Birnie Balke

  
Birnie Balke Attorney-in-Fact for  
Daniel Balke

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BURNET COUNTY, TEXAS

Approved:

Owners of a 60.0 acre tract.

James M. Allen

Eileen A. Allen

Approved:

Owner of a 10.001 acre tract.

*Suzanne Fruge Dolezal*  
Suzanne Fruge Dolezal

Approved:

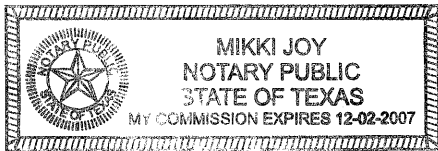
Owners of a 49.983 acre tract and a 29.369 acre tract.

*Steven Nash*  
Steven Nash

*Linda Nash*  
Linda Nash

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 21st day of June, 2004, by John Ed Stepan and as attorney in fact for Debra Stepan.

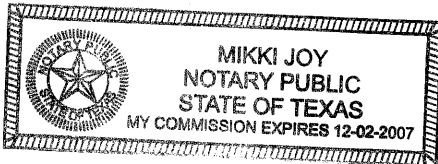


*Mikki Joy*  
NOTARY PUBLIC, STATE OF TEXAS

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OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BURNET

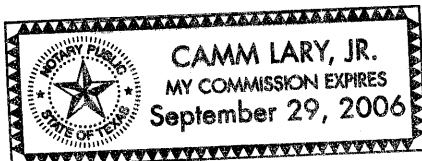
This instrument was acknowledged before me on the 18th day of June, 2004, by Birnie Balke and as attorney in fact for Daniel Balke.



*Mikki Joy*  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 18th day of June, 2004, by Steven Nash and Linda Nash.



*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF BURNET

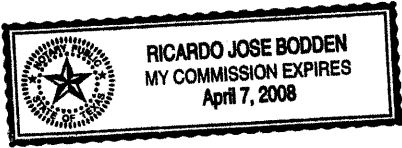
This instrument was acknowledged before me on the \_\_\_\_\_ day of June, 2004, by James M. Allen and Eileen A. Allen.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF ~~BURNET~~ TRAVIS

This instrument was acknowledged before me on the 1 day of ~~June~~ <sup>July</sup>, 2004, by Suzanne Fruge Dolezal.

*Ricardo J. Bodden*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



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BURNET COUNTY, TEXAS  
1383 0332

THENCE N 89°23'03" E, at 762.80 feet, a 1/2" iron rod found for the Southeast corner of said Boyce tract and the Southwest corner of a tract of land described as 50.13 acres in a Warranty Deed dated August 6, 2001, from Daphne Blanton (Trustee), to Thomas M. Blanton and wife, Kerri A. Blanton, of record in Volume 1012, Page 75, Official Public Records of Burnet County, Texas, in all a distance of 1,629.89 feet to a 1/2" iron rod found for the Southeast corner of said Blanton tract, the Southeast corner of said Joseph C. Burleson Survey No. 1099, Abstract No. 164, a reentrant corner of said Jacob Bruner Survey No. 1100, Abstract No. 1067, and a reentrant corner hereof;

THENCE with the Eastern boundary line of said Blanton tract, the following two (2) courses and distances:

1. N 19°53'16" W, a distance of 277.27 feet to a 1/2" iron rod found; and
2. N 20°33'05" W, a distance of 108.63 feet to a 1/2" iron rod found in the Eastern boundary line of the Joseph C. Burleson Survey No. 1099, Abstract No. 164, on the South side of County Road No. 106 and the South side of a cattle guard, for an angle point hereof;

THENCE N 44°24'14" E, at 8.59 feet and in the centerline of County Road No. 106, the Southern most Southwest corner of a tract of land described as 0.33 acres, in a Warranty Deed dated April 2, 2003, from Thomas M. Blanton and wife, Kerri A. Blanton, to Jeannine Long, of record in Volume 1141, Page 359, Official Public Records of Burnet County, Texas, in all a distance of 17.17 feet to a 1/2" iron rod found in the Southern line of the Chaney Williams Survey No. 117, Abstract No. 935, on the North side of County Road No. 106, at the Northern end of said cattle guard, and an angle point hereof:

THENCE N 70°31'32" E, at 44.84 feet, a fence corner post for the Southeast corner of said 0.33 acre Long tract, and the Southwest corner of a tract of land described as 300 acres, in a Warranty Deed dated February 4, 1971, from Dennis K. Morten and wife, Joan Morten, to Clinton H. Long and wife, Jeannine Long, of record in Volume 147, Page 772, Deed Records of Lampasas County, Texas, in all a distance of 3,653.31 feet to fence post in the Southern boundary line of the Chaney Williams Survey No. 117, Abstract No. 935, the occupied Northeast corner of the Jonathan Burleson Survey No. 1089, Abstract No. 166, the occupied Northwest corner of the George Byerly Survey No. 118, Abstract No. 48, the occupied Northwest corner of a tract of land described as 300 acres, in an Independent Administrator's Deed dated March 14, 1995, from Nancy Herrmann, et al, to Nancy Herrmann and William Dean Yeary, of record in Volume 646, Page 510, Real Property Records of Burnet County, Texas, and the occupied Northeast corner hereof, WHENCE a fence corner post at the occupied Southeast corner of said 300 acre Long tract and the occupied Southwest corner of a tract of land described as 3,813.5 acres in a Deed dated November 18, 1933, from People's National Bank of Lampasas, Texas, to Ryan M. Howard, of record in Volume 60, Page 91, Deed Records of Lampasas County, Texas, bears N 65°11'58" E, a distance of 12.98 feet;

THENCE S 19°37'57" E, as occupied upon the ground, at 2,411.57 feet, the occupied Southeast corner of the Jonathan Burleson Survey No. 1089, Abstract No. 166, and the occupied Northeast corner of the Isaiah H. Ainsworth Survey No. 688, Abstract No. 38, in all a distance of 2,623.72 feet to a protracted point in the center of a cattle guard in County Road No. 106, for angle point hereof;

THENCE S 19°59'28" E, as occupied upon the ground, a distance of 1,796.01 feet to a 1/2" iron rod found in the Eastern boundary line of the Isaiah H. Ainsworth Survey No. 688, Abstract No. 38, and the Western boundary line of the George Byerly Survey No. 118, Abstract No. 48, at the Northeast corner of a tract of land described as 3.79 acres, in a General Warranty Deed dated December 15, 2001, from Suzanne Z. Tooley, joined pro forma by her husband, Mike Tooley, to Jeffrey W. Clarke and wife, Loretta Clarke, of record in Volume 1042, Page 596, Official Public Records of Burnet County, Texas, for the Southeast corner hereof;

THENCE S 71°10'29" W, a distance of 1,586.41 feet to a fence corner post for angle point hereof;

THENCE N 62°10'43" W, a distance of 435.09 feet to a 1/2" iron rod found in the Western boundary line of the Isaiah H. Ainsworth Survey No. 688, Abstract No. 38, and the Eastern boundary line of the George Stolley Survey No. 689, Abstract No. 842, for the Northwest corner of said 3.79 acre Clarke tract, in the Eastern boundary line of a tract of land described as 725.65 acres in a Cash Warranty Deed dated July 14, 2000, from Charlie W. Boyce, Jr. and wife, Penny S. Boyce, to Jeffrey W. Clarke and wife, Loretta J. Clarke, of record in Volume 929, Page 612, Official Public Records of Burnet County, Texas, for angle point hereof;

THENCE N 20°15'37" W, a distance of 1,665.82 feet to a 60D nail found for the Northeast corner of said 725.65 acre Clarke tract and a reentrant corner hereof;

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BURNET COUNTY, TEXAS  
1389 0333



These notes are accompanying a survey plat of a 725.65 acre tract of land cut various surveys in Burnet County, Texas. (Continuation)  
Prepared for: John Ed Stepan and wife, Debra Stepan  
GF No. 10-03-4623

THENCE S 70°22'57" W, at 1,150.92 feet, the Southwest corner of the Jonathan Burleson Survey No. 1089, Abstract No. 166, and the Southeast corner of the Jacob Bruner Survey No. 1100, Abstract No. 1067, in all a distance of 2,245.37 feet to a fence corner post in the Eastern boundary line of the C. S. Watkins Survey No. 1144, Abstract No. 1511, for a reentrant corner of said 725.65 acre Clarke tract and a Southerly ell corner hereof;

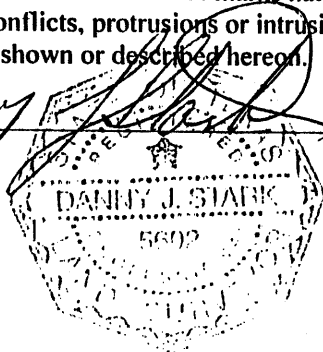
THENCE N 20°23'37" W, with the Eastern boundary line of the C. S. Watkins Survey No. 1144, Abstract No. 1511, and the Eastern boundary line of said 725.65 acre Clarke tract, a distance of 1,839.92 feet to a fence corner post for a Northerly Northeast corner of said 725.65 acre Clarke tract and a reentrant corner hereof;

THENCE S 71°05'57" W, at 2,608.65 feet, pass an iron rod found for the Northwest corner of the C. S. Watkins Survey No. 1144, Abstract No. 1511, the Northwest corner of said 725.65 acre Clarke tract, the Northeast corner of the W. F. Bodenhamer Survey No. 1425, Abstract No. 1415, and a Northeasterly corner of said Boyce tract, in all a distance of 3,186.38 feet to the POINT OF BEGINNING; and calculated to contain 405.12 acres of which approximately 2.69 acres lies within the portion of County Road No. 106, that crosses this tract.

### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. B0166-0401-07



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph/Fx 512-355-2040

1383 0334  
OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date  
and at the time stamped hereon by me and was duly  
RECORDED in the OFFICIAL PUBLIC RECORDS  
OF BURNET COUNTY, TEXAS in the volume  
and Page as shown.



Janet Parker  
County Clerk  
Burnet County, Texas

By *Kathy Sims*  
DEPUTY

Any provision herein which restricts the sale, rental or use  
of the described real property because of color or race is  
invalid and unenforceable under federal law.

014490

FILED

2005 NOV 23 PM 2:37

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

1383 0335

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

SCANNED