

DEED RESTRICTIONS

COLONY CREEK COUNTRY CLUB, PHASE I

FILE No. 4979
County Clerk, Victoria County, Texas

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT VICTORIA COLONY CREEK, INC., a Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of the property described on Exhibit "A", attached hereto and by this reference incorporated herein as if fully set forth, said property being located in Victoria county, Texas, which has heretofore been platted into that certain subdivision known as COLONY CREEK COUNTRY CLUB, PHASE I, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 1320, Page 710, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes; desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the Subdivision for the benefit of the present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to all streets, drives, boulevards, roadways and all easements is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by Grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways and all easements shown on the recorded plat of the Subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery.

trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the Subdivision. Each resident shall also be provided with conduit, pull wire and minimum of three outlet boxes, at the owner's or builder's expense, for the installation of telephone wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.

I. An underground electric distribution system will be installed in the Subdivision which underground service shall also embrace all lots in the Subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence construction on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the Subdivision for a sales office, a model home or model homes and parking relating to such sales office and model homes. Any portion of the Subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by Victoria Colony Creek, Inc.

II. ARCHITECTURAL CONTROL

Grantor, as well as its' agents, employees, architects, or the Committee, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration

and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication or architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee and the grantee's heirs, successors and assigns, that the Grantor, as well as its agents, employees and architects shall have no liability under these Restrictions except for willful misdeeds.

A. The Architectural Control Committee, hereinafter called "the Committee", is composed of the Board of Directors of Victoria Colony Creek, Inc.

A majority of the Board of Directors may designate four (4) representatives from the Board to act for it and the signature of any three (3) of the four (4) designated representatives shall constitute action of the Committee.

B. No building, structure, fence or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until two (2) sets of the construction plans and specifications and a plan showing the location of such building, structure or improvements has been approved by the Committee as to quality of workmanship, type and quality of materials, type of roofing materials, exterior color schemes, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

C. The committee shall approve or disapprove plans, specifications and details within twenty-one (21) days after receipt thereof. One set of such plans and specifications and details with the dated approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Committee fails to approve or disapprove any plans which have been submitted to it within twenty-one (21) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. Approval shall not be effective for construction commenced more than six (6) months after approval.

D. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if (1) the same are not in accordance with all of the provisions of these restrictions; (2) the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with the existing adjacent improvements and natural environment; (3) the plans and specifications submitted are incomplete; (4) the Committee deems the plans, specifications, or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

E. Neither the Committee, Victoria Colony Creek, Inc., nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted,

revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following particulars, to-wit:

1. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for purpose of building a residence.

2. Change these restrictions in the cast of lots which are unusual in size, or which are of any unusual or irregular shape, where such change is deemed best for the advantage or best appearance of the immediate community.

G. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions, and due to the very special nature of the subdivision as one that is country club oriented, it is the intent of this covenant to charge the architectural committee with the responsibility and authority to require that all residences on lots abutting fairways have and maintain an attractive appearance as viewed from the fairways.

III. RESTRICTIONS

A. Residential Purpose

1. This Subdivision (Colony Creek Country Club, Phase I) shall be used for private single family residences only.

2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the Subdivision, provided such portion constitutes a home site as defined in the succeeding paragraph.

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the lot shall not be less than nine thousand (9000 sq. ft.) square feet. This provision shall not apply to Lots 1-8, Block 1 and Lots 1-16, Block 2.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the improvements, excepts roofs. Steps, terraces and planters outside of building lines will be permitted, however, provided that these elements may not extend higher than one foot (1') above finish grade lines at the house.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family or occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

7. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected and shall not be placed in the streets or between the curb and property line. Any such temporary building or structure of any kind shall not be used for anything other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

8. All storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee.

9. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on any nomesite, exclusive of porches and garages, shall be not less than 1400 square feet in Blocks 1, 2 and 3 and 1800 square feet in Blocks 4, 5, 6, 7 and 8, excepting patio home lots, as hereafter described. In the case of any residence of more than one story, the minimum square foot living area requirements as to the first floor shall be 1000 square feet. Patio homes on Lots 1-8, Block 1, and Lots 1-16, Block 2, shall have minimum 800 square feet area first floor and 1400 total square feet. No residence may exceed two stories in height.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate no less than two cars must be provided. Carports, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages.

3. The outer portion of the walls of the principal residence building including attached or detached garages constructed on any lot in Colony Creek Country Club, Phase I shall be composed of rock, brick or stone masonry, covering not less than fifty percent (50%) of the total outside wall area.

Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main residence have asbestos or metal siding anywhere. All roofs shall be wood shingle, tile or heavy composition, with a minimum weight of three hundred (300) pounds per one hundred (100) foot square.

C. Building locations

1. No building shall be erected on any lot nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located nearer than twenty feet (20') to the front property line, or nearer than six feet

DEED
Vol 1320 Page 724

(6') to any side street property line. No building shall be located nearer than five feet (5') to any interior side property line. No residential building or other improvement constructed, whether temporary or permanent, may be closer than twenty feet (20') to the rear property line on any lot which adjoins the golf course property to the rear of said lot. No building, even of a temporary nature, may be placed in a utility easement.

D. Facing of Residences

1. Houses or residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat, unless alternative facing is authorized by the Architectural Standards Committee.

Garages on corner lots may optionally open directly towards and have driveway entrances from the side streets.

E. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front building line. No fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an integral part of the house or building structures. No wire or chain link fence is permitted on any part of any lot except as a security fence for a swimming pool or tennis courts. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or the Association. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantors and such encroachment is wholly at the risk and removal shall be solely at the expense, of the owner.

No fence or wall located on a lot side contiguous to the golf course property shall be closer than twenty (20') to the property line or line contiguous to the golf course.

F. Driveways

1. All driveways shall be concrete, concrete with pebble finish, brick or tile, and shall be constructed with a minimum width of twenty feet (20') for front entry and twelve feet (12') for side or rear entry. Drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb. Any garage or carport which has an entrance from the side lot line to the street shall be set back at least twenty feet (20') and shall be at least twenty feet (20') in width.

G. Walks

1. Walks from the street curb to the residence shall have minimum widths of four feet (4').

H. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition and no trash racks may be permanently built or left in front of the lot. All waste containers must be screened from view of the street.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owners, then the Grantors or owners of adjoining lots may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of two (2) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

6. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any lots in said tract, was completed by grantor.

7. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

8. No signs whatsoever, visible from adjoining lots, golf course or streets, shall be permitted on any lots except as follows: (1) such signs as may be required by legal proceedings; (2) residential identification signs including name and/or number plate not exceeding seven (7) square inches in area; (3) during the time of construction or prior to the time of the sale of any residence or other improvement two (2) job identification signs are one (1) "for sale" sign by the developers, builder or owner, having a maximum face area of six (6) square feet; (4) temporary political signs during periods of campaigns and elections. All such signage shall be removed immediately after the election.

9. Flashing, lighted or moving signs shall not be permitted.

10. No sign of any description or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be on their own supporting standards.

11. Advertising banners, pennants and wind powered devices will not be permitted.

12. All signs, including proposed location, sizes and colors shall be reviewed by the Committee and must receive prior written approval from the Committee before installation.

13. The Committee may issue variances as to the above on such conditions and for such time periods as it may deem necessary.

14. In no event shall any sign on any lot be visible from the golf course except as may be required by legal proceedings.

15. All permissible signs should be six (6) square feet or less in area.

16. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

17. No flagpole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

18. No golf cart, tent, mobile home, trailer of any kind, or similar structure and no truck (other than a pick-up truck not exceeding 3/4 ton), camper, or boat shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

19. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

20. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

21. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

22. Mailboxes must be housed in wood, metal or masonry structures as approved by the Committee. The placement of mailboxes shall conform to the governing regulations of the United States Postal Department.

23. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, with the exception of satellite receivers, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. In no event shall such

antenna or receiver be placed on the roof of any structure permitted on the property. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

24. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of three phase primary power supply to the Subdivision by the utility company.

25. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

26. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

27. No part or parts of the land in this Subdivision shall be used in any manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

28. The invalidity, violation, abandonment, variance approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the lands.

29. Notwithstanding any provisions herein to the contrary, the areas designated on said plat as "Golf Course Area" may be used for the construction and operation of a golf course and club house together with all related accessory buildings and improvements of any nature deemed necessary and contributory to such construction or operation as determined by the Committee.

I. Duration

1. These restrictions shall remain in full force and effect until January 1, 2019, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2019, or on the commencement of any successive ten (10) year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate these

restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the Subdivision. Such statement must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.

J. Enforcement

1. The restrictions, conditions and use limitations herein set forth shall be binding upon Developer, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Developer, or the owners of any lot in this addition, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot out of said addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

EXECUTED on this the 26th day of APRIL,
A.D., 1985.

VICTORIA COLONY CREEK, INC.

By: Ike Fitzgerald
President
Ike Fitzgerald

ATTEST:

By: Jack C. Lee, Jr.
Secretary
Jack C. Lee, Jr.

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey Lee, whose name is subscribed to the foregoing instrument, as President of VICTORIA COLONY CHEEK, INC., a Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, A.D., 1985.



Paul A. Kay
NOTARY PUBLIC FOR THE STATE OF TEXAS

PAUL A. KAY, SIGNATURE
Typed or Printed Name of Notary

My Commission Expires: 3-27-89

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VOL 1320 PAGE 730

Being a 191.98 acre tract of land comprised of 201.31 acres of land, save and except 9.33 acres of land, situated in the 2. Lanningham Survey, A-250, Victoria County, Texas, and being a portion of that original 4,429.06 acre tract of land known as "Tract 3" of the Mahon Ranch conveyed to Frank S. Buhler et al, from Francis Mahon, et ux, by Partition Deed dated October 12, 1939, and recorded in Volume 169, Page 517 of the Deed Records of Victoria County, Texas, and also being a portion of that certain 43.46 acre tract of land conveyed to Central Gulf Incorporated from Frank S. Buhler, et al, by Warranty Deed dated June 25, 1965, and recorded in Volume 676, Page 55, of the Deed Records of said county, and being more fully described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found in the northeast right-of-way line of John Stockbauer Drive (80' R.O.W.) owned by the City of Victoria and recorded in Volume 743, Page 666 of the Deed Records of said county, same point being the most southerly corner of Airline Road (95' R.O.W.) owned by the City of Victoria and recorded in Volume 1232, Page 217 of the Deed Records of said county;

THENCE along the southeast right-of-way line of Airline Road, North 44 deg. 49' 55" East a distance of 515.54 feet to the POINT OF BEGINNING;

THENCE South 45 deg. 10' 05" East a distance of 290.79 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 49' 55" West a distance of 110.00 feet to a 5/8 inch iron rod for corner;

THENCE South 14 deg. 29' 16" West a distance of 255.10 feet to a 5/8 inch iron rod for corner;

THENCE South 88 deg. 46' 00" East a distance of 141.42 feet to a 5/8 inch iron rod for corner;

THENCE South 43 deg. 46' 00" East a distance of 422.84 feet to a 5/8 inch iron rod for corner;

THENCE South 59 deg. 29' 00" East a distance of 1,047.71 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 206.25 feet, a central angle of 28 deg. 24' 22", an arc length of 102.26 feet and a chord which is South 42 deg. 11' 28" West a distance of 101.21 feet to a point of reverse curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 20.00 feet, a central angle of 92 deg. 31' 43", an arc length of 32.30 feet and a chord which is South 74 deg. 15' 09" West a distance of 28.90 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 26 deg. 10' 28" West a distance of 55.76 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 20.00 feet, a central angle of 87 deg. 28' 17", an arc length of 30.53 feet and a chord which is South 15 deg. 44' 52" East a distance of 27.65 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 27 deg. 59' 17" West a distance of 180.80 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 262.51 feet, a central angle of 18 deg. 14' 43", an arc length of 83.59 feet and a chord which is South 37 deg. 06' 39" West a distance of 83.24 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 46 deg. 14' 00" West a distance of 93.66 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 40.00 feet, a central angle of 90 deg. 00' 00", an arc length of 62.83 feet and a chord which is North 88 deg. 46' 00" West a distance of 56.57 feet to its point of tangency, marked by a 5/8 inch iron rod, same point being in the aforementioned northeast right-of-way line of John Stockbauer Drive;

THENCE along said right-of-way line of John Stockbauer Drive, South 43 deg. 46' 00" East a distance of 160.00 feet to a point of curve, marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 40.00 feet, a central angle of 90 deg. 00' 00", an arc length of 62.83 feet and a chord which is North 01 deg. 14' 00" East a distance of 56.57 feet to its point of tangency, marked by a 5/8 inch iron rod;

THENCE north 46 deg. 14' 00" East a distance of 93.66 feet to a point of curve, marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 342.51 feet a central angle of 11 deg. 10' 05", an arc length of 66.76 feet and a chord which is North 40 deg. 38' 58" East a distance of 66.66 feet to a point on a line, marked by a 5/8 inch iron rod;

THENCE South 43 deg. 46' 00" East passing the centerline of the East Branch of Lone Tree Creek and continuing for a total distance of 1,035.45 feet to a point of curve, marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 2,640.16 feet, a central angle of 16 deg. 50' 15", an arc length of 775.86 feet and a chord which is South 35 deg. 20' 52" East a distance of 773.08 feet to a point on a line, marked by a 5/8 inch iron rod;

THENCE North 63 deg. 08' 00" East a distance of 265.00 feet to a 5/8 inch iron rod for corner;

THENCE South 26 deg. 52' 00" East passing, at 30.00 feet, the most westerly corner of the aforesaid 43.46 acre tract of land, and continuing for a total distance of 180.00 feet to a 5/8 inch iron rod for corner;

THENCE North 63 deg. 08' 00" East passing, at 703.00 feet, the most northerly corner of the said 43.46 acre tract of land, and continuing for a total distance of 2,267.67 feet to a 5/8 inch iron rod for corner set by the Texas State Highway Department, upon our request, in March of 1984;

DEED

VOL 1320 PAGE 732

THENCE North 52 deg. 23' 05" West a distance of 34.35 feet to a point of curve, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE along a curve to the right having a radius of 2,930.61 feet, a central angle of 08 deg. 19' 49", an arc length of 426.08 feet and a chord which is North 48 deg. 13' 11" West a distance of 425.71 feet to its point of tangency, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE North 44 deg. 03' 16" West a distance of 495.00 feet to a point of curve, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE along a curve to the right having a radius of 638.43 feet, a central angle of 38 deg. 21' 16", an arc length of 427.37 feet and a chord which is North 24 deg. 52' 38" West a distance of 419.44 feet to its point of tangency, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE North 05 deg. 42' 00" West a distance of 56.08 feet to a point of curve, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE along a curve to the left having a radius of 509.68 feet, a central angle of 32 deg. 38' 27", an arc length of 290.36 feet and a chord which is North 22 deg. 01' 13" West a distance of 286.45 feet to its point of tangency, marked by a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE North 38 deg. 20' 27" West a distance of 903.91 feet to a 5/8 inch iron rod set by the Texas State Highway Department, upon our request, in March of 1984;

THENCE North 44 deg. 03' 16" West a distance of 2,192.85 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 49' 55" West a distance of 274.92 feet to a 5/8 inch iron rod for corner;

THENCE South 45 deg. 10' 05" East a distance of 155.00 feet to a 5/8 inch iron rod for corner;

THENCE South 19 deg. 42' 45" East a distance of 274.39 feet to a 5/8 inch iron rod for corner;

THENCE South 05 deg. 08' 33" West a distance of 93.89 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 567.31 feet, a central angle of 14 deg. 39' 33", an arc length of 145.15 feet and a chord which is South 63 deg. 42' 23" East a distance of 144.75 feet to a 5/8 inch iron rod;

THENCE North 05 deg. 08' 33" East a distance of 110.00 feet to a 5/8 inch iron rod for corner;

EXHIBIT "A"

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VIN 1320 PAGE 733

THENCE South 86 deg. 10' 00" East a distance of 74.47 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 00' 00" East a distance of 230.88 feet to a 5/8 inch iron rod for corner;

THENCE South 38 deg. 00' 00" East a distance of 185.02 feet to a 5/8 inch iron rod for corner;

THENCE South 32 deg. 00' 00" East a distance of 164.71 feet to a 5/8 inch iron rod for corner;

THENCE South 49 deg. 30' 00" East a distance of 144.40 feet to a 5/8 inch iron rod for corner;

THENCE South 67 deg. 00' 00" East a distance of 185.98 feet to a 5/8 inch iron rod for corner;

THENCE South 50 deg. 30' 00" East a distance of 173.12 feet to a 5/8 inch iron rod for corner;

THENCE South 37 deg. 00' 00" East a distance of 403.57 feet to a 5/8 inch iron rod for corner;

THENCE South 38 deg. 38' 52" West a distance of 95.00 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 1,018.40 feet, a central angle of 09 deg. 28' 28", an arc length of 168.40 feet and a chord which is South 56 deg. 05' 22" East a distance of 168.21 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 60 deg. 49' 36" East a distance of 104.85 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 442.20 feet, a central angle of 51 deg. 06' 16", an arc length of 394.42 feet and a chord which is South 35 deg. 16' 28" East a distance of 381.47 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE North 77 deg. 40' 19" West a distance of 60.71 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 386.60 feet, a central angle of 47 deg. 43' 29", and arc length of 322.02 feet and a chord which is North 36 deg. 57' 51" West a distance of 312.79 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 23 deg. 40' 33" West a distance of 100.98 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE North 77 deg. 40' 19" West a distance of 140.00 feet to a 5/8 inch iron rod for corner;

THENCE North 47 deg. 19' 33" West a distance of 385.75 feet to a 5/8 inch iron rod for corner;

THENCE North 37 deg. 00' 00" West a distance of 229.16 feet to a 5/8 inch iron rod for corner;

THENCE North 50 deg. 30' 00" West a distance of 97.41 feet to a 5/8 inch iron rod for corner;

EXHIBIT "A"

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VOL 1320 PAGE 734

THENCE North 67 deg. 00' 00" West a distance of 190.92 feet to a 5/8 inch iron rod for corner;

THENCE North 49 deg. 30' 00" West a distance of 235.39 feet to a 5/8 inch iron rod for corner;

THENCE North 32 deg. 00' 00" West a distance of 194.72 feet to a 5/8 inch iron rod for corner;

THENCE North 38 deg. 00' 00" West a distance of 154.04 feet to a 5/8 inch iron rod for corner;

THENCE North 44 deg. 00' 00" West a distance of 58.14 feet to a 5/8 inch iron rod for corner;

THENCE North 05 deg. 08' 33" East a distance of 150.44 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 511.71 feet, a central angle of 16 deg. 33' 28", an arc length of 147.88 feet and a chord which is North 61 deg. 13' 13" West a distance of 147.36 feet to a 5/8 inch iron rod;

THENCE South 05 deg. 08' 33" West a distance of 120.00 feet to a 5/8 inch iron rod for corner;

THENCE North 77 deg. 41' 20" West a distance of 145.62 feet to a 5/8 inch iron rod for corner;

THENCE South 69 deg. 19' 58" West a distance of 29.06 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 49' 55" West a distance of 158.74 feet to a 5/8 inch iron rod for corner;

THENCE South 17 deg. 50' 03" East a distance of 178.34 feet to a 5/8 inch iron rod for corner;

THENCE South 09 deg. 30' 00" West a distance of 869.92 feet to a 5/8 inch iron rod for corner;

THENCE South 64 deg. 34' 00" West a distance of 182.02 feet to a 5/8 inch iron rod for corner;

THENCE North 60 deg. 22' 00" West a distance of 539.00 feet to a 5/8 inch iron rod for corner;

THENCE North 65 deg. 30' 00" West a distance of 295.05 feet to a 5/8 inch iron rod for corner;

THENCE North 45 deg. 10' 05" West a distance of 98.84 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 49' 55" West a distance of 87.80 feet to a 5/8 inch iron rod for corner;

THENCE North 45 deg. 10' 05" West a distance of 265.60 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 30.00 feet, a central angle of 90 deg. 00' 00", an arc length of 47.12 feet and a chord which is South 89 deg. 49' 55" West a distance of 42.43 feet to its point of tangency, same point being on the southeast right-of-way line of the aforesaid Airline Road;

EXHIBIT "A"

THENCE along said right-of-way line of Airline Road South 44 deg. 49' 55" West a distance of 60.00 feet to the POINT OF BEGINNING, and containing within these metes and bounds 201.31 acres of land, more or less.

SAVE AND EXCEPT the following 9.33 acre tract of land described as follows:

COMMENCING at a 5/8 inch iron rod found in the northeast right-of-way line of John Stockbauer Drive (80' R.O.W.) owned by the City of Victoria and recorded in Volume 743, Page 666 of the Deed Records of said county, same point being the most southerly corner of Airline Road (95' R.O.W.) owned by the City of Victoria and recorded in Volume 1232, Page 217 of the Deed Records of said county;

THENCE along the southeast right-of-way line of Airline Road, North 44 deg. 49' 55" East a distance of 515.54 feet to a 5/8 inch iron rod for corner;

THENCE South 45 deg. 10' 05" East a distance of 290.79 feet to a 5/8 inch iron rod for corner;

THENCE South 44 deg. 49' 55" West a distance of 110.00 feet to a 5/8 inch iron rod for corner;

THENCE South 14 deg. 29' 16" West a distance of 255.10 feet to a 5/8 inch iron rod for corner;

THENCE South 88 deg. 46' 00" East a distance of 141.42 feet to a 5/8 inch iron rod for corner;

THENCE South 43 deg. 46' 00" East a distance of 422.84 feet to a 5/8 inch iron rod for corner;

THENCE South 59 deg. 29' 00" East a distance of 1,047.71 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 206.25 feet, a central angle of 40 deg. 42' 06", an arc length of 146.52 feet and a chord which is North 76 deg. 44' 42" East a distance of 143.45 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 82 deg. 54' 15" East a distance of 394.17 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 20.00 feet, a central angle of 90 deg. 00' 00", an arc length of 31.42 feet and a chord which is North 52 deg. 05' 45" East a distance of 28.28 feet to its point of tangency, and the POINT OF BEGINNING, of this tract;

THENCE North 07 deg. 05' 45" East a distance of 91.15 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 821.66 feet, a central angle of 12 deg. 05' 45", an arc length of 173.46 feet and a chord which is North 01 deg. 02' 53" East a distance of 173.14 feet to a point of reverse curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 976.00 feet, a central angle of 01 deg. 58' 03", an arc length of 33.52 feet and a chord which is North 04 deg.

DEED

VOL 1320 PAGE 736

00' 59" West a distance of 33.51 feet to a 5/8 inch iron rod;

THENCE South 66 deg. 23' 14" West a distance of 127.23 feet to a 5/8 inch iron rod for corner;

THENCE North 05 deg. 00' 00" West a distance of 125.23 feet to a 5/8 inch iron rod for corner;

THENCE North 07 deg. 18' 13" East a distance of 592.08 feet to a 5/8 inch iron rod for corner;

THENCE North 37 deg. 21' 10" East a distance of 106.18 feet to a 5/8 inch iron rod for corner;

THENCE North 67 deg. 24' 06" East a distance of 106.18 feet to a 5/8 inch iron rod for corner;

THENCE South 82 deg. 32' 57" East a distance of 106.18 feet to a 5/8 inch iron rod for corner;

THENCE South 52 deg. 30' 00" East a distance of 427.26 feet to a 5/8 inch iron rod for corner;

THENCE South 22 deg. 46' 42" East a distance of 104.97 feet to a 5/8 inch iron rod for corner;

THENCE South 06 deg. 56' 37" West a distance of 104.97 feet to a 5/8 inch iron rod for corner;

THENCE South 36 deg. 39' 55" West a distance of 104.97 feet to a 5/8 inch iron rod for corner;

THENCE South 66 deg. 23' 14" West a distance of 507.60 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE along a curve to the left having a radius of 920.40 feet, a central angle of 03 deg. 16' 22", an arc length of 52.57 feet and a chord which is South 03 deg. 21' 49" East a distance of 52.56 feet to a point of reverse curve marked by a 5/8 inch iron rod;

THENCE along a curve to the right having a radius of 877.26 feet, a central angle of 12 deg. 05' 45", and arc length of 185.20 feet and a chord which is South 01 deg. 02' 52" West a distance of 184.86 feet to its point of tangency marked by a 5/8 inch iron rod;

THENCE South 07 deg. 05' 45" West a distance of 91.15 feet to a 5/8 inch iron rod for corner;

THENCE North 82 deg. 54' 15" West a distance of 55.60 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 9.33 acres of land, more or less, and leaving the remaining 191.98 acres of land, more or less.

EXHIBIT "A"

DEED

VOL 1320 PAGE 737

FILED

'85 MAY -3 AM 1:19

Val D. Spence
COUNTY CLERK
VICTORIA COUNTY, TEXAS

Rep. Helen Schiarro
Deputy

STATE OF TEXAS

COUNTY OF VICTORIA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Victoria County, Texas as stamped hereon by me.

MAY 3 1985



Val D. Spence
County Clerk, Victoria County, Texas

Page 11

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