

AMENDED BYLAWS
OF
SHADOWCREST HOMEOWNERS ASSOCIATION, INC.

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AMENDED BY LAWS
OF
SHADOWCREST HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is Shadowcrest Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at _____, but meetings of members and directors may be held at such places within the State of Texas, County of Brazos, as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to Shadowcrest homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property or properties described in the Declaration of Covenants and Restrictions and any additional properties which may hereafter be brought within the jurisdiction of the Association by supplemental declarations, amendments or supplements thereto. Without limiting the foregoing, the properties shall include the following subdivisions: Shadowcrest (Woodcreek Section I), Woodcreek Section II, Woodcreek Section III, and Woodcreek Section IX (formerly the Concord Addition), all of College Station, Brazos County, Texas.

Section 3. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declarations.

Section 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 which is a part of the Properties subject to a maintenance charge assessment by the Association including contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

Section 5. "Declarant" shall mean and refer collectively to the persons below originally dedicating the Shadowcrest Subdivision, being E. W. Schultz; M. L. Cashion; R. W. Butler; H. D. Butler; B. D. Moore; W. Cecil Hobson; B. B. Scasta, Inc.; Borski Homes, Inc.; Joe Courtney, Inc.; Jan-Wic Homes, Inc.; and Tony Jones Construction Company, Inc., d/b/a Wood Creek Joint Venture, a Texas general partnership.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for the following subdivisions:

- a. Shadowcrest Subdivision: Lots 1 through 15, Block 1; Lots 1 through 20, Block 2; Lots 1 through 5, Block 3; Lots 1 through 8, Block 4; and Lots 1 through 9, Block 5, WoodCreek Section One, an addition in College Station, Brazos County, Texas, according to plat recorded in Volume 529, Page 28 of the Deed Records of Brazos County, Texas, as well as any amendment thereto;
- b. Woodcreek Section II: Lots 1 and 2, Block 6; Lots 1 through 8, Block 7; Lots 1 through 7, Block 8; Lots 1 through 7, Block 9; Lots 1 through 13, Block 10; and Lots 1 through 9, Block 11, Woodcreek, Section II, and addition to the City of College Station, Texas, according to plat recorded in Volume 750, Page 347, Official Records of Brazos County, Texas, as well as any amendment thereto;
- c. Woodcreek Section III: Lots 1 through 14, Block 12, Woodcreek Section, III, an addition to the City of College Station, Texas, according to plat recorded in Volume 959, Page 797, Official Records of Brazos County, Texas, as well as any amendment thereto;
- d. Woodcreek Section IX: All that certain tract or parcel of land lying and being situated in the THOMAS CARUTHERS LEAGUE, A-9, in College Station, Brazos County, Texas, and being a portion of the tract of land called 40.50 acres out of Tract Four, said Tract Four being part of the 88.52 acres conveyed by the Federal Deposit Insurance Corporation (FDIC), in its capacity as Liquidator of the First Bank & Trust, Bryan, Texas, to TAC REALTY, INC., by Special Warranty Deed, Volume 1157, Page 194, of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE III Meeting of Members

Section 1. Annual Meetings. The regular annual meeting of the members of the Association shall be held on the first Tuesday in September of each year beginning in 1985, at seven o'clock (7:00) p.m. at the principal office of the Association or at such places within the State of Texas, County of Brazos, as may be designated by the Board of Directors. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon the written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each annual or special meeting of the members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least ten (10) days before such meeting and not earlier than sixty (60) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting.

Section 4. Voting. An owner shall have the right to vote on matters brought up for a vote among the membership, and any provision of the Covenants and Restrictions, these By-Laws, and the Article that disqualifies an owner from voting is void. A member's vote in a homeowners association wide act must be in writing and signed by the member, except for uncontested elections. A member may vote in person, or by proxy, or by electronic ballot under the conditions specified below. Electronic ballots are permitted for which the owners identity can be confirmed and for which the owner may receive a receipt of the electronic transmission and ballot. If the electronic ballot is posted on a website, notice must be sent to each owner with instructions how to access posting to the website.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, three-tenths (3/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meetings, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number or voting by classes is required by the Articles of Incorporation, the Declaration or these Bylaws. An electronic ballot shall only count toward the quorum for an election for all items listed on the ballot.

Section 6. Proxies. At all meetings of members, each member is entitled to vote in person or by proxy executed in writing designating his duly authorized attorney in fact. All proxies shall be in writing and filed with the Secretary before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. The Board of Directors may adopt a form of proxy to be used for all elections.

Section 7. Action Taken Without a Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the members. Any actions so approved shall have the same effect as though taken at a meeting of the members.

Section 8. Absentee or Electronic Ballot. An absentee or electronic ballot shall be counted as an owner present and voting for the purpose of establishing a quorum or for items appearing on the ballot.

ARTICLE IV Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors composed of ten (10) members who need not be members of the Association.

Section 2. Term of Office. The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. The directors shall continue to serve until their successors are duly elected and qualified.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. In the event any director shall be absent from three (3) consecutive regular meetings of the Board of Directors, he may be removed from the Board.

Section 4. Vacancies. Any director may resign at any time by giving written notice to the President or Secretary of the Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to be effective. Any vacancy occurring in the Board of Directors as a result of a resignation, death or disability, may be filled by the affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the members by an election at the annual meeting or at a special meeting of members called for that purpose. Any directors whose term has expired shall be replaced by a vote of the members.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors, subject to the provisions of Article V.

ARTICLE V
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the net day which is not a legal holiday.

Section 2. Spécial Meetings. Special meetings of the Board of Directors shall e held when called by the President of the Association or by any director.

Section 3. Notice of Meetings. Notice of regular and special meetings of the board must include the date, hour, place, and general subject matter and description of matters to be brought up in executive sessions. The notice must be mailed to owners at least ten (10) days before the meeting or provided at least seventy-two (72) hours before the meeting by being posted in a conspicuous location, either in a common area or on private property with owner's consent, or on the HOA website, and being emailed to all owners who have registered their email addresses with the homeowners association.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Open Meeting. All Board meetings are open to the membership subject to the right of the board to adjourn an open board meeting and reconvene in a closed executive session. Minutes shall be kept of all board meetings and the owners shall be given access to approved board minutes.

Section 6. Executive Session. Executive session meetings are allowed for personnel matters, litigation discussions, contract negotiations, enforcement actions, confidential attorney communications, mattes involving invasion of owners' privacy, matters involving parties who request confidentiality and the board agreed to honor that request. All decisions made in executive session must be summarized orally and recorded in the minutes.

Section 7. Administration and Emergency Meetings. Open board meeting notice is not required if the board meets by telephone or electronically in any alternate manner whereby all directors may speak and be heard by all other directors, or by unanimous written consent on routine or administrative matters or an action is necessary to address an emergency in an urgent situation that requires immediate action.

Section 8. Matters Requiring Notice to Members. A board may not meet and vote without prior notice to the members on the following matters:

- a. Fines
- b. Damage assessments
- c. Initiation of foreclosure actions or enforcement actions
- d. Increase in assessments
- e. Levying special assessments
- f. Appeals from denials of architectural control appeals
- g. Suspending rights of an owner before the owner has an opportunity to appear before the board.

ARTICLE VI
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

- a. after notice to the owners of a vote to be taken at a board meeting regarding an owner's suspension, suspend the voting rights and rights to the use of any facilities or services provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- b. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- c. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- d. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services;
- e. exercise such other rights and powers granted to this Association and not reserved to the membership by the Declaration, the Articles of Incorporation of the Association or other provisions of these Bylaws.

Section 2. Duties. it shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-tenths (3/10) of the Class A members who are entitled to vote;

- b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board or its agent for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association;
- f. cause any officer or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president who shall be at all times a member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The officers shall continue to serve until their successors are duly elected and qualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine. In all cases where the duties of any officer is not prescribed by the Bylaws or by the Board, such officer shall follow the order and instructions of the President.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. In the event of a resignation, death, or disability which creates a vacancy on the board, the vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary.

Section 8. Duties. The duties of the officers of the Association are as follows:

- a. President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.
- b. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours.

ARTICLE VIII Committees

The Board of Directors may appoint any committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE IX Books and Records

Section 1. Open Records Production and Copying. The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Association may charge the requestor all reasonable costs

of materials, labor, and overhead, for compiling, producing, and reproducing the requested information. The charge will be the rate permitted by Sec. 70.3 of the Texas Administrative Code as it may be amended from time to time. The Association shall adopt a policy for production and copying of records which shall be filed in the Official Records of Brazos County, Texas. Payment in advance for copying and production may be required by the Association.

Section 2. Records Retention Policy. At a minimum, the Association will retain the documents required by Prop. Code Sec. 209.005(m), as it may be amended from time to time, for the time periods required by that section. The Association shall adopt a policy relating to records retention which shall be filed of record in the Official Records of Brazos County, Texas. These policies may be adopted, amended, or restated from time to time by the Board of Directors.

Brl/re/shadowcrest HOA/Amended ByLaws

Exhibit A, Page 1 of 2

EXHIBIT "A"

Page 1 of 2

(CONCORD PROPERTY)
FIELD NOTES
WOODCREEK, SECTION NINE
11.373 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS CARUTHERS LEAGUE, A-9 in College Station, Brazos County, Texas and being a portion of the tract of land called 40.50 Acres out of Tract Four, said Tract Four being part of the 88.52 acres conveyed by the Federal Deposit Insurance Corporation (FDIC), in its capacity as Liquidator of the First Bank & Trust, Bryan, Texas to TAC REALTY, INC. by Special Warranty Deed, Volume 1157, Page 194 of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows.

BEGINNING, at a found 1/2-inch iron rod marking the west corner of Lot 10, Block 7 of Foxfire, Phase II subdivision as recorded in Volume 358, Page 291, said iron rod also being an angle point in the south line of Lot 4 in said Block 7;
THENCE: S 45° 03' 33" E (called S 45° 00' 14" E) along the southwest line of said Foxfire, Phase II subdivision for a distance of 675.35 feet to a 1/2-inch iron rod set for corner;
THENCE: S 58° 18' 47" W through the said 40.50 acre tract and along the northwest line of Lots 6 and 7, Block Seven of Woodcreek, Section Two as recorded in Volume 750, Page 347, for a distance of 341.64 feet to a found 1/2-inch iron rod for corner;
THENCE: N 40° 00' 15" W along the northeast line of Lot 1, Block Eleven of said Woodcreek, Section Two for a distance of 120.76 feet to a found 1/2-inch iron rod in the southeast line of Concord Circle (30' wide street right-of-way formerly known as Courtlandt Circle);
THENCE: N 30° 11' 07" W for a distance of 50.58 feet to a 1/2-inch iron rod set for corner,
THENCE: S 44° 06' 17" W along the northwest line of said Concord Circle for a distance of 100.00 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the right;
THENCE: 121.70 feet along the arc of said curve having a central angle of 25° 21' 21", a radius of 275.00 feet, a tangent of 61.86 feet and a long chord bearing S 57° 36' 58" W at a distance of 120.71 feet to a 1/2-inch iron rod set for the Point of Curvature of a Compound Curve;
THENCE: 39.59 feet along the arc of said compound curve having a central angle of 90° 44' 13", a radius of 25.00 feet, a tangent of 25.32 feet and a long chord bearing N 64° 29' 15" W at a distance of 35.58 feet to a 1/2-inch iron rod set for a Point of Curvature of a Reverse Curve;
THENCE: 18.71 feet along the arc of said reverse curve in the northeast line of a 60' wide street right-of-way called Stonebrook Drive, said curve having a central angle of 01° 17' 26", a radius of 830.81 feet, a tangent of 9.36 feet and a long chord bearing N 19° 36' 52" W at a distance of 18.71 feet to a 1/2-inch iron rod set for corner;
THENCE: S 73° 08' 01" W for a distance of 60.12 feet to a 1/2-inch iron rod set in the southwest line of said Stonebrook Drive for corner;
THENCE: 200.29 feet in a clockwise direction along the arc of a curve having a central angle of 14° 53' 18", a radius of 770.81 feet, a tangent of 100.71 feet and a long chord bearing S 13° 04' 48" E at a distance of 199.73 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the northeast corner of Lot 1, Block Six of the beforementioned Woodcreek, Section Two addition;
THENCE: S 84° 00' 31" W along the northwest line of said Lot 1 for a distance of 109.76 feet to a 1/2-inch iron rod set for corner,
THENCE: 18.01 feet in a clockwise direction along the arc of a curve in the southwest line of said Lot 1, said curve having a central angle of 01° 33' 49", a radius of 660.00 feet, a tangent of 9.01 feet and a long chord bearing S 04° 09' 55" E at a distance of 18.01 feet to a 1/2-inch iron rod set for corner,
THENCE: S 86° 36' 59" W for a distance of 130.00 feet along the northwest line of a 20' wide Public Alley and along the northwest line of Block One of Woodcreek, Section Two as recorded in Volume 579, Page 345 to a 1/2-inch iron rod set for corner,
THENCE: S 03° 23' 01" E along the southwest line of said Block One for a distance of 122.00 feet to a found 1/2-inch iron rod for corner,
THENCE: S 86° 36' 59" W along the northwest line of Timber Knoll Drive (a 50' wide right-of-way described by plat in Volume 529, Page 23) for a distance of 50.00 feet to a 1/2-inch iron rod set for corner,
THENCE: 39.27 feet in a clockwise direction along the arc of a curve having a central angle of 90° 00' 00", a radius of 25.00 feet, a tangent of 25.00 feet and a long chord bearing S 41° 36' 59" W at a distance of 35.36 feet to a found 1/2-inch iron rod for corner,
THENCE: S 86° 36' 59" W along the northwest line of Shadowcrest Drive (a 50' wide right-of-way

FIELD NOTES

Woodcreek, Section Nine
11.373 Acres

described by plat in Volume 529, Page 23) for a distance of 85.04 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the southeast corner of a 6.58 acre City Park tract described in Volume 918, Page 678;

THENCE: N 03° 23' 01" W along said City Park tract for a distance of 139.96 feet to a 1/2-inch iron rod found for corner;

THENCE: N 41° 52' 37" W continuing along the City Park tract for a distance of 246.31 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the south corner of Lot 13, Block 6 of the beforementioned Foxfire, Phase 2 subdivision;

THENCE: N 44° 52' 58" E for a distances of 998.98 feet (called N 44° 56' 17" W - 998.94') to the POINT OF BEGINNING and containing 11.373 acres of land more or less.

I, Michael R. McClure, Registered Professional Land Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision.

Michael R. McClure 3/17/98

Michael R. McClure, R.P.L.S. #2859

