

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PERSIMMON POINT**

020713

This Amended Declaration of Covenants, Conditions and Restrictions is made on the 24th day of May, 2000, at Mason, Texas, by 2S6M, L.L.C., a limited liability company organized and existing under the laws of the State of Texas, acting by its managers hereunto duly authorized, hereinafter known as Declarant or Developer, and by Raymond Brandenberger and wife, Patsy Brandenberger, the only current owners of a tract within Persimmon Point.

1. Declarant is the owner of all that certain real property (the Property) located in Mason County, Texas, described as follows:

All that certain 829.883 acres of land, described in Exhibit A, consisting of approximately 7.664 acres out of the W.R. Wood Survey No. 42, Abstract No. 1286, approximately 112.255 acres out of the Mrs. E.J. McGowan Survey No. 77, Abstract No. 1831, approximately 100.858 acres out of the Charlotte Kemp Survey No. 43, Abstract No. 1243, approximately 291.965 acres out of the John W. Gammel Survey No. 58, Abstract No. 1373, approximately 207.043 acres out of the Brooks & Burleson Survey No. 57, Abstract No. 987 and approximately 110.098 acres out of the Garcia, Montez, and Duran Survey No. 60, Abstract No. 376, and being out of and a part of that certain tract described as 1,026.2 acres in a Deed from Melvin and Ester Capps to Roy Zesch, recorded in Volume 35, Page 38 of the Mason County Deed Records; SAVE AND EXCEPT that certain 44.898 acres described in Exhibit B, consisting of approximately 7.602 acres out of the W.R. Wood Survey No. 42, Abstract No. 1286, and approximately 37.296 acres out of the Mrs. E.J. McGowan Survey No. 77, Abstract No. 1831, and SAVE AND EXCEPT all that certain 53.392 acres, described in Exhibit C, consisting of approximately 10.073 acres out of John W. Gamel Survey No. 58, Abstract No. 1373, and approximately 43.319 acres out of the Brooks and Burleson Survey No. 57, Abstract No. 987. Said 829.883 acres being the same land described as Tract Two in Deed from Lee McMillan et ux et al to 2S6M, L.L.C., dated September 1, 1999, recorded in Volume 149, Page 416, Real Property Records of Mason County, Texas; said 44.898 acre tract being the same land described in Deed from 2S6M, L.L.C. to John M. Ferrell, Jr. and wife, Dottie Ferrell, dated December 10, 1999, recorded in Volume 151, Page 69, Real Property Records of Mason County, Texas, and said 53.392 acre tract being the same land described in Deed from 2S6M, L.L.C. to Raymond Brandenberger and wife, Patsy Brandenberger, dated April 12, 2000, recorded in Volume 153, Page 487, Real Property Records of Mason County, Texas.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant and Raymond and Patsy Brandenberger desire to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, to-wit:

Section 1. Minimum Tract Area. No Tract of Persimmon Point may be subdivided by any subsequent OWNER without written approval of the DEVELOPER, his heirs, successors or assigns; however, adjacent Tracts owned by the same OWNER may be combined into one Tract.

Section 2. Storage and Disposal of Garbage and Refuse. No Tract shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary lids or covers. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. The incineration of garbage or trash on any Tract in this Subdivision is expressly prohibited.

Section 3. Storage of Building Materials. No tract shall be used for the open storage of any building materials whatsoever, which storage is visible from a road or another Tract, except that any new building materials used in the construction of improvements which are stored upon such Tract at any time during construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Tract or stored in a suitable enclosure.

Section 4. Commercial Lease Hunting. No commercial lease hunting shall be permitted in the Persimmon Point Subdivision. No firearm shall be discharged within 300 yards of the Llano River, nor be fired in the direction of said River or any dwellings or structures within the Subdivision. OWNERS understand that, except as herein prohibited, firearms may be discharged on the Tracts, and they should take appropriate safety precautions.

Section 5. Annoyance or Nuisance. No unlawful, noxious or unreasonably noisy activity shall be conducted or permitted on any Tract, nor shall anything be done thereon which may become a nuisance to any other Tract in the Persimmon Point Subdivision.

Section 6. Removal of Trees. No tree, other than juniper, having a diameter greater than ten inches, shall be removed without prior written approval of the DEVELOPER.

Section 7. Excavation. No excavation of materials other than for landscaping, construction of buildings and construction of driveways shall be permitted without prior written approval of the DEVELOPERS.

Section 8. Applicable Rules, Regulations and Mineral Reservations. All Tracts are subject to

easements and restrictions of record in Mason County, Texas, and are subject to any applicable zoning rules and regulations, and any mineral reservations of record in Mason County, Texas.

Section 9. Land Use and Building Type. All tracts shall be used and described as Tracts for residential purposes only, and no dwelling structure shall be erected, altered, placed or permitted to remain on any Tract other than one single-family dwelling with a detached or attached garage or carport. After the construction of such residence, it is understood that there also may be constructed guest quarters, greenhouses and other outbuildings so long as each is approved in writing by the DEVELOPER prior to construction. Duplexes, apartment houses and rental garage apartments are expressly prohibited. No Tract shall be used for business or professional purposes other than the raising of livestock as hereafter restricted, nor for any commercial or manufactured purpose. It is understood, however, that the use of a computer, telephone or "home office" in the residence shall not be inconsistent with the term "residential purposes", provided, however, that such use shall not involve any employee, or client or customer coming regularly to the residence for business purposes, nor shall any such activity cause any regular or frequent increase in traffic in Persimmon Point. No dwelling or other building of any kind or character shall be moved unto any Tract within Persimmon Point, it being the intention that only new construction shall be placed and erected thereon, except that a variance may be granted by prior written approval of the DEVELOPER, if the quality and appearance of such building is in keeping with the standards set out herein.

Section 10. Dwellings. No dwelling house which contains less than 1000 square feet of living area, exclusive of garages, carports and porches shall be constructed upon any Tract in Persimmon Point. All construction plans and specifications, and a plot plan showing the location of the proposed structure on the Tract shall be submitted to and approved by the DEVELOPER prior to commencement of construction, which approval shall not be unreasonably withheld. Only new construction materials (except for brick or stone or decorative interior doors) shall be used in construction of any residence dwelling or outbuildings. All residence dwellings shall be completed within fifteen months after construction has begun. No shiny or reflective roofs shall be permitted on any dwelling or other structure, but painted metal roofs that do not violate this provision shall be permitted. DEVELOPER may confirm or clarify to Tract OWNERS, in writing, that existing or proposed construction or other activities are permissible or not under the provisions set out herein. Any such written determination by DEVELOPER may be relied upon by Tract OWNERS, and shall be binding upon DEVELOPER, all Tract OWNERS, and their successors, heirs and assigns.

Section 11. Livestock. No more than one animal unit per ten acres shall be permitted on any tract of Persimmon Point except that should the OWNER plant improved grasses this restriction regarding the area covered by the improved grasses shall provide that no more than one animal unit per two acres shall be permitted on that portion of any tract of Persimmon Point planted in improved grasses. The term "animal unit" as used herein shall have the same definition as used in normal soil conservation practices in Mason County. The tracts shall be maintained with a good turf of grass and shall not be overgrazed as defined by the local U.S. Natural Resources Conservation staff. No livestock feedlot, commercial poultry farm, poultry house or commercial poultry operation, including but not limited to chickens, turkeys, emus, rheas or ostriches shall be permitted on any Tract of Persimmon Point. No swine shall be permitted on any Tract of Persimmon Point.

Section 12. Temporary Outbuilding Structures. No trailer, tent, doublewide, shack, garage, barn or other outbuildings or structures of a temporary character shall at any time be placed upon a Tract except during construction of a permanent structure approved by the DEVELOPER. A trailer or a recreational vehicle may be used on a very temporary basis such as a weekend or a vacation outing of no more than two weeks' duration. No mobile homes or prefabricated metal dwellings shall be allowed on any Tract. Recreational vehicles and camping trailers belonging to the Tract OWNER may be stored on the Tract provided they are not used for dwelling purposes, and provided that they are stored in a roofed structure.

Section 13. Sports Arenas. No rodeo or sports arenas, public or private, shall be permitted on any Tract of Persimmon Point.

Section 14. Signs. At the entrance to each tract, one sign crafted of wood, stone, metal or a combination thereof, identifying the owner and/or address of the property, not to exceed 16 square feet in size, shall be permitted. Such signs may be lighted only by indirect or accent illumination; no

commercial-style lighted signs shall be permitted. No other signs of any kind shall be displayed to the public view on any tract with the following exceptions: one sign of not more than five square feet advertising the property for sale or rent; signs erected by a builder to advertise the property during the construction and sales period; and a sign erected by the DEVELOPER to advertise the development so long as there remain any unsold Tracts.

Section 15. Inoperative Vehicles. No inoperative vehicles shall remain on the premises for longer than thirty days. No cars on blocks shall be permitted at any time.

Section 16. Exterior Finish of Outbuildings. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuildings is prohibited.

Section 17. Litter. Each OWNER of each Tract shall keep said property clean, neat and tidy and free from litter at all times.

Section 18. DEVELOPER'S Livestock. The DEVELOPER shall have the right to maintain a herd of cattle on each Tract until said Tract shall have been fenced by the BUYER. Each Buyer shall, within six months from purchase of a Tract, construct a barrier fence which shall be essentially parallel to the Llano River, and which shall be sufficient to turn livestock. Such fence shall connect with any existing fence(s) on neighboring tracts so as to provide an unbroken barrier for livestock.

Section 19. Roll-Back Taxes. BUYERS are advised that changing the use of a Tract may cause them to be liable for roll-back taxes as the law provides.

Section 20. Building Setbacks. No dwelling shall be located closer than fifty feet from the front of the Tract (meaning the plotted Tract line which is in or adjacent to the road easement shown on the recorded Plats), or within fifty feet of any other Tract property line unless one structure is constructed on two adjacent Tracts; however, upon written application to the DEVELOPER, a variance may be granted when the application shows "good cause" for non-compliance due to adverse topography or existing terrain consisting of unique geology and/or native plants, but in no instance shall any dwelling be constructed closer than fifty feet from the front of the Lot.

Section 21. Utility Easements. There shall be reserved in favor of all OWNERS of Tracts in Persimmon Point utility easements for electricity and telephone ten feet on either side of all Tract lines. The easement rights include the privilege of anchoring any support cables or other devices within a reasonable distance outside said easement when deemed necessary by the utility. To support equipment within said easement, nothing shall be placed or permitted to remain within the easement areas which may interfere with installation and maintenance of utilities. Utility companies shall have all of the rights necessary to install and maintain utilities in said easement and the right to cut and trim all trees, undergrowth and other obstructions.

Section 22. Plumbing. Every dwelling constructed upon the Persimmon Point Subdivision shall be provided with sanitary, indoor plumbing. No outdoor privies shall be permitted at any time.

Section 23. Future Remodeling of Dwellings. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

Section 24. Misuse of the Llano River. Property OWNERS shall respect the laws of the State of Texas regarding navigable waterways and shall not dump any litter, rubbish, garbage, refuse or dead animals into the Llano River.

Section 25. High Water. Each Buyer is hereby advised that although property lines may extend to the water's edge of the Llano River and beyond, and although a hundred-year flood plain may be estimated by survey and/or observation, that depending on rainfall upstream, the Llano River may flood far above anticipated rise levels, and each Buyer is hereby warned that the building of a structure or structures on or near the anticipated high-water mark is to potentially expose that structure or structures to destructive flood waters. The building of any structure on or near the Llano River flood plain is hereby emphatically discouraged by the DEVELOPERS.

All covenants and restrictions shall be covenants running with the land and shall be binding upon Tract OWNERS and their successors, heirs and assigns. If any Tract OWNER shall violate or attempt to violate any of the restrictive covenants and conditions herein, any OWNER of any property in the subdivision may prosecute any proceeding at law or in equity against such OWNER violating or attempting to violate any such restrictive covenants and conditions either to prevent it or them from doing so or to correct such violations and/or to recover damages or other relief for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Sellers may but shall not be obligated to enforce these restrictions.

At such time as DEVELOPER notifies Tract OWNERS in writing that DEVELOPER no longer desires to exercise the rights herein reserved to DEVELOPER, the Tract OWNERS shall then create a Tract Owner's Association with each Tract of Persimmon Point having one vote and with the Tract Owner's Association then having all rights and obligations herein reserved to the DEVELOPER.

Unless otherwise governed by statute, the following rules shall apply to the Tract Owner's Association:

1. The Association shall meet at least once per year.
2. Association dues may be used for attorney's fees incurred in enforcing the covenants and restrictions set out herein, as well as for other Association business.
3. The covenants and restrictions set out herein may be modified only upon at least a two-thirds (2/3) vote.
4. If legal action against an OWNER results in successful enforcement of the covenants and restrictions, said OWNER shall also be liable for attorney's fees incurred by the Association in such action, as well as any other damages or relief permitted by law.

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

This Declaration is executed this 24th day of May, 2000, at Mason, Texas.

2S6M, L.L.C.

Raymond Brandenberger
Raymond Brandenberger,
Tract Owner

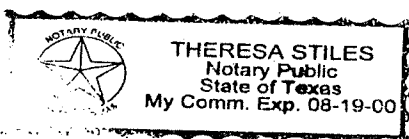
By: Hal McMillan
Hal McMillan, Manager

Patsy Brandenberger
Patsy Brandenberger,
Tract Owner

Lee McMillan
Lee McMillan, Manager

THE STATE OF TEXAS

This instrument was acknowledged before me on the 30th day of May, 2000, by Hal McMillan and Lee McMillan, Managers of 2S6M, L.L.C.



Theresa Stiles
Notary Public, State of Texas

THE STATE OF TEXAS

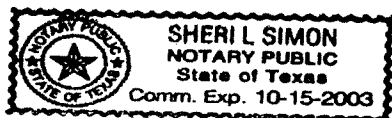
This instrument was acknowledged before me on the 22nd day of May, 2000, by
Raymond Brandenberger.



Sheri L. Simon
Notary Public, State of Texas

THE STATE OF TEXAS

This instrument was acknowledged before me on the 22nd day of May, 2000, by Patsy
Brandenberger.



Sheri L. Simon
Notary Public, State of Texas

EXHIBIT A

Beginning at a 1/2" steel stake found by a "T" fence corner post, fence bears north, south and east for the S.W. corner hereof, being the N.W. corner of that certain tract described as 1017 acres in a Deed from Earl Barton, et ux to Glenn R. Capps, recorded in Vol. 54, Pg. 362 of the Mason County Deed Records, being in the east line of that certain tract described as 628.924 acres in a Deed from Dennie Holman, et ux to John M. Ferrell, Jr., et point a 1/2" steel stake set in a stone mound found in the south line of said John W. Gammel Survey No. 58 for the N.E. corner of the John M. Hensley Survey No. 61, Abstract No. 1232 and the N.W. corner of the A. Balle Survey No. 13, Abstract No. 1474 bears, S 56 08 27 E 1072.14 feet; also from said beginning point a 1/2" steel stake set for the calculated N.E. corner of said John Gammel Survey No. 58 and N.W. corner of the Brooks and Burleson Survey No. 57 on the high south bank of the Llano River bears, N 41 56 18 E 8322.45 feet, and from said survey corner the remains of two large dead L.O. bears, West 2.78 feet and N 20 W 5.56 feet; also from said beginning point a 20" L.O. bears, S 44 E 125 feet, (witness tree, deed call);

Thence with the east line of said 628.924 acres and west line hereof,

N 09 57 00 E 1342.06 feet, a 60d nail found in a cedar post,

N 10 14 45 E 1466.01 feet, a 1/2" steel stake found,

N 10 17 23 E 883.61 feet, a 1/2" steel stake found,

N 15 48 15 E 665.33 feet, a 1/2" steel stake found,

N 26 28 13 E 949.72 feet, a 1/2" steel stake found by a "T" fence corner post, fence bears east,

N 26 07 36 E 1465.55 feet, a 1/2" steel stake found,

N 25 46 47 E 1188.52 feet, a cedar "T" fence corner post, fence bears east,

N 32 24 49 E 6.24 feet, a 3" pipe post,

N 26 17 49 E 71.40 feet, a 3" pipe post, and

N 19 37 44 W 77.54 feet to a 3" pipe corner post found on the south bank of the Llano River for the N.W. corner hereof, N.E. corner of said 628.924 acres, from which point a 1/2" steel stake found for a reference bears, N 74 02 19 W 720.14 feet;

Thence downstream with the meanders of the south bank of the Llano River for the north line hereof,

S 74 46 40 E 285.77 feet, a 1/2" steel stake set,

S 83 02 09 E 222.68 feet, a 1/2" steel stake set,

S 71 52 28 E 242.36 feet, a 1/2" steel stake set,

S 73 41 54 E 426.92 feet, a 1/2" steel stake set,

S 69 15 15 E 585.92 feet, a 1/2" steel stake set,

S 69 17 36 E 545.90 feet, a 1/2" steel stake set,

S 67 26 16 E 399.74 feet, a 1/2" steel stake set,

S 64 49 06 E 582.84 feet, a 1/2" steel stake set,

S 53 29 21 E 263.85 feet, a 1/2" steel stake set,

S 51 34 09 E 480.21 feet, a 1/2" steel stake set,

S 40 59 34 E 283.64 feet, a 1/2" steel stake set,

S 31 29 48 E 345.64 feet, a 1/2" steel stake set,

S 31 56 53 E 411.71 feet, a 1/2" steel stake set,

S 31 23 34 E 382.75 feet, a 120d nail set in a rock crevice,

S 31 01 19 E 367.42 feet, a 120d nail set in a rock crevice,

S 26 36 44 E 379.04 feet, a 1/2" steel stake set,

S 22 26 08 E 445.62 feet, a 1/2" steel stake set,

S 07 35 17 E 251.51 feet, a 1/2" steel stake set,

S 11 38 10 E 165.76 feet, a 1/2" steel stake set,

S 05 52 48 E 537.16 feet, a 1/2" steel stake set,

S 04 14 28 E 503.31 feet, a 1/2" steel stake set,

S 04 36 52 E 481.62 feet, a 1/2" steel stake set,

S 02 47 59 W 464.47 feet, a 1/2" steel stake set,

S 14 44 25 E 420.54 feet, a 1/2" steel stake set, and

S 21 48 37 E, at 291.79 feet pass a 1/2" steel stake set, a total distance this course of 298.17 feet to a

calculated point for the S.E. corner hereof, being in the north line of Ranch Road No. 1871, from which point a 1/2" steel stake set opposite of highway engineer's station no. P.T. 509+10.2 on said north line of highway bears, S 32 08 37 W 274.91 feet;

Thence with said north line of highway as follows: N 32 08 37 W 233.23 feet to a highway concrete monument found opposite of highway engineer's station no. P.C. 514+18.5 for the beginning of a curve to the left, having a radius of 994.93 feet and a central angle of 46 degree, 57 minutes, 58 seconds;

Thence along said curve with an arc of 815.56 feet and a chord of,
N 55 36 46 W 792.92 feet to a 1/2" steel stake set at the end of said curve, being opposite of highway engineer's station no. P.T. 522+01.0, continuing,

N 79 06 24 W 1612.64 feet to a highway concrete monument found opposite of highway engineer's station no. P.C. 538+14.2 for the beginning of a curve to the left, having a radius of 1949.86 feet and a central angle of 27 degrees, 10 minutes, 12 seconds;

Thence along said curve with an arc of 924.63 feet and a chord of,
S 87 16 01 W 915.99 feet to a concrete monument found at the end of said curve, being opposite of highway engineer's station no. P.T. 547+22.0, continuing,
S 73 40 20 W 1857.50 feet to a highway concrete monument found opposite of highway engineer's station no. P.C. 565+80.9 for the beginning of a curve to the left, having a radius of 1949.86 feet and a central angle of 31 degrees, 24 minutes, 35 second;

Thence along said curve with an arc of 1068.92 feet and a chord of,
S 57 57 25 W 1055.59 feet to a concrete monument found opposite of highway engineer's station no. P.T. 576+28.7 for the end of said curve, continuing,

S 42 14 30 W 812.65 feet to a 1/2" steel stake set in a fence and north line of said 1017 acres for a southerly corner hereof, from which point a 1/2" steel stake found for the S.W. corner of a 188.373 acre tract described in a Deed to Glenn Capps, et ux, recorded in Vol. 146, Pg. 341 of the Mason County Real Property Records bears, N 89 58 31 E 108.01 feet;

Thence with a fence and southerly line hereof and north line of said 1017 acres, N 89 45 34 W 1311.70 feet to the Place of Beginning and containing 829.883 acres.

EXHIBIT B

BEGINNING at a ½" steel stake set at the N.W. end of a 60 feet wide road for access easement out of said 829.883 acre parent tract hereof, being in the east line hereof for the S.W. corner of a 51.423 acre tract to be known as Tract No. 10, cut out of said parent tract;

THENCE with said west line of road and easterly line hereof, S 28 44 10 W 60.30 feet to a ½" steel stake set at the S.W. end of said road for the S.E. corner hereof;

THENCE with the south line hereof, N 43 52 29 W 612.32 feet to a ½" steel stake set in a fence and west line of said parent tract and east line of that certain tract described as 628.924 acres in a Deed from Denny Holman et ux to John M. Ferrell, Jr. et ux, recorded December 27, 1996 in Vol. 133, Page 310 of said Real Property Records for the S.W. corner hereof;

THENCE with the West line of said parent tract and west line hereof, being on or near a fence,
N 26 28 13 E 18.00 feet, a ½" steel stake found by a "T" fence corner post fence bears east,
N 26 07 36 E 1465.55 feet, a ½" steel stake found,
N 25 46 47 E 1188.52 feet, a cedar "T" fence corner post, fence bears east,
N 32 24 49 E 6.24 feet, a 3" pipe post,
N 26 17 49 E 71.40 feet, a 3" pipe post, and
N 19 37 44 W 77.54 feet to a 3" pipe corner post found on the south bank of the Llano River for the N.W. corner hereof, N.E. corner of said 628.924 acres, from which point a ½" steel stake found for a reference bears, N 74 02 19 W 720.14 feet;

THENCE downstream with the meanders of the south bank of the Llano River for the north line hereof,
S 74 46 40 E 285.77 feet, a ½" steel stake set,
S 83 02 09 E 222.68 feet, a ½" steel stake set,
S 71 52 28 E 242.36 feet, a ½" steel stake set,
S 73 41 54 E 52.00 feet to a ½" steel stake set for the N.E. corner hereof and being the N.W. corner of Tract No. 10;

THENCE with the west line of Tract No. 10 and the east line hereof, S 28 44 10 W 3125.93 feet to the **PLACE OF BEGINNING.**

EXHIBIT C

All that certain 53.392 acres, more or less, situated in Mason County, Texas, consisting of approximately 10.073 acres out of John W. Gamel Survey No. 58, Abstract No. 1373, and approximately 43.319 acres out of the Brooks and Burleson Survey No. 57, Abstract No. 987, and being out of and a part of that certain tract described as 829.883 acres, "Tract Two" in a Deed from Jerry Bearden and Wayne Hofmann (Independent Executors of Olga Zesch Estate) to Lee and Bobbie McMillan et al, filed June 9, 1999, and recorded in Volume 148, Page 198 of the Real Property Records of Mason County, Texas. Said 53.392 acre tract is also known as Tract No. 6 of "Persimmon Point", a proposed subdivision in Mason County, Texas, and is more particularly described by metes and bounds as follows to-wit:

BEGINNING at a $\frac{1}{2}$ " steel stake set in the east line of a 60 foot wide access road, containing 6.64 acres, for the S.W. corner hereof and N.W. corner of Tract No. 5 of said "Persimmon Point", from which point the S.W. corner of said 829.883 acre parent tract bears, S 50 09 17 W 5054.44 feet;

THENCE with said east line of 60 foot wide road for the west line hereof,
N 56 36 38 W 522.80 feet to a $\frac{1}{2}$ " steel stake set for the N.W. corner hereof and S.W. corner of Tract No. 7;

THENCE with the common lines of Tracts 6 and 7 for the north line hereof,
N 47 20 15 E 3698.05 feet to a $\frac{1}{2}$ " steel stake set on the west bank of the Llano River for the N.E. corner of Tract No. 6 and S.E. corner of Tract No. 7 for the N.E. corner hereof;

THENCE downstream with the meanders of said west bank of the Llano River for the east line hereof,
S 40 59 34 E 196.64 feet, a $\frac{1}{2}$ " steel stake set,
S 31 29 48 E 345.64 feet, a $\frac{1}{2}$ " steel stake set, and
S 31 56 53 E 257.71 feet to a $\frac{1}{2}$ " steel stake set for the S.E. corner of Tract No. 6 and N.E. corner of Tract No. 5 for the S.E. corner hereof;

THENCE with the common line between Tracts 5 and 6 for the south line hereof,
S 52 00 00 W 3462.92 feet to the **PLACE OF BEGINNING**.

Filed for record the 31st day of May A.D., 2000 at 1:25 o'clock P.M. and duly recorded this the 31st day of May A.D., 2000 at 3:40 o'clock P.M.

Beatrice Langehennig
Clerk County Court Mason County, Texas

By: Joy Kitchens
Joy Kitchens, Deputy