

THE STATE OF TEXAS  
COUNTY OF BASTROP

RESERVATIONS AND RESTRICTIONS OF  
CIRCLE "D" COUNTRY ACRES, EAST  
LEGAL DESCRIPTIONS ATTACHED

The property described in Exhibits "A" through "J" inclusive, is and shall be subject to the following restrictive covenants, which covenants shall be binding upon Buyer, its successors and assigns, and shall run with the title to the aforesaid land, to-wit:

DEFINITIONS

As used in this document the following terms shall have the following definitions:

- 1) "Timewealth shall mean THE TIMEWEALTH CORPORATION, its successors and assigns.
- 2) "Subdivision" shall mean Circle "D" Country Acres, East, which is comprised of the land described in Exhibits "A" through "J" attached hereto.
- 3) "Owner" shall include any present or subsequent record owner of any parcel in the Subdivision or any part thereof or any interest therein, the purchaser of any such parcel or part thereof or any interest therein under a contract of sale and any lessee occupying any parcel or any part thereof.
- 4) "Parcel" shall mean any plot or tract of land within the Subdivision.
- 5) "Committee" shall mean Architectural Control Committee as hereinafter more fully described, and its successors and assigns.
- 6) "Civic Association" shall mean the Circle "D" Civic Association as hereinafter more fully described, and its successors and assigns.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of CIRCLE "D" COUNTRY ACRES, EAST, the land comprising same being described in Exhibits "A" through "J", as a district set aside for country residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants,

FILED FOR RECORD

THIS 13 DAY OF MAR 1972

AT 9:40 O'CLOCK A M.

*Lucien M. Cullough*  
COUNTY CLERK, BASTROP COUNTY, TEXAS

By \_\_\_\_\_  
DEPUTY

declaration, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the parcels in CIRCLE "D" COUNTRY ACRES, EAST. Every contract, deed, or other instrument of conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such parcel.

Building and Construction Restrictions

- (1) Each parcel in the Subdivision shall be used only for non-commercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to rural residential living shall be permitted. To this end, without limitation, the following structures may not be built on any parcel in the Subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, hotels, or any retail, wholesale, or other business or commercial establishment of any kind.
- (2) No residence shall be constructed on any parcel that has an under-roof living area of less than 900 square feet, excluding porches, garages, patios and the like.
- (3) On any given one-half acre area of land within the Subdivision, no more than one single family dwelling, and appurtenances thereto such as garages, sheds, barns, and the like, may be placed or constructed.
- (4) No building or structure, except fences, shall be located on any parcel nearer to the front property line than 50 feet, or nearer to either side property line than 10 feet, or nearer to the back property line than 10 feet. The front side of the parcel is that side which abuts a street. Parcels that abut on two streets shall be deemed to front on the side abutting a street with the most frontage. Residential dwellings shall face the front side of the parcel.
- (5) Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 18-inch diameter pipe culvert, or such larger diameter as the Committee shall require.
- (6) No building material of any kind or character shall be placed or stored upon any parcel greater than 30 days before construction of a building or improvements are commenced, and then such

materials shall be placed within the building lines as established above. At the completion of such building or improvements, such material must be immediately removed from the premises.

- (7) No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.
- (8) Exposed openings resulting from any excavation made on any parcel shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any parcel greater than 5 feet shall be made without the approval of the Committee.
- (9) With the written consent of the Committee, trailers, tents, or structures of a temporary character, may be placed, erected or used on any parcel as a temporary residence. The Committee may limit the time that these temporary residences may remain upon any parcel in the Subdivision.
- (10) No residential dwelling shall be built without an Architectural Committee approved sewer disposal system.
- (11) Underground electric service may be available to parcels in the Subdivision. If such service is made available to a parcel and an owner of such parcel desires to use such service, such owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on such owner's structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be made available by the electric company at the property line of each parcel. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, such owner 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 the electric company furnishing service to the residence constructed on such owner's parcel. For so long as underground service is maintained, the electric service to each parcel shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

#### General Restrictions

- (1) No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be conducted within the Subdivision; "commercial activity" shall include without limitation the offering for sale of any product or service or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.

- (2) No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot for any commercial purpose. Such animals may be kept as pets or for personal use or consumption. The Civic Association may establish maximum limits as to number of any type of animal that may be kept on each parcel. All parcels on which animals are kept must be adequately fenced so as to keep said animals confined to that parcel.
- (3) No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any parcel without the consent in writing of the Committee. Timewealth or members of the Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any parcel without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.
- (4) No one shall conduct oil or gas drilling or development operations, oil or gas refining, or quarrying or mining operations of any kind upon or in any parcel, nor shall anyone create or operate oil wells, tanks, tunnels, mineral excavations or shafts upon or in any parcel.
- (5) No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (6) Owners shall not permit the accumulation of trash, rubbish or other unsightly obstacles on their parcels or on the easements, or on the alley or the streets abutting the same. Owners shall keep drainage easements free of obstructions that would hinder proper drainage.
- (7) No spiritous, venous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any parcel, nor shall any parcel be used for illegal or immoral purposes.
- (8) After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted, to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- (9) All permanent fencing shall only be of such size, design, material and color as is specifically approved by the Committee.
- (10) Standardized street signs as adopted by the Committee shall, as a condition to the approval of streets and roadways, be installed at the sole cost of the owner, lessee or occupant of any portion of the Subdivision upon which such streets, alleys or roadways are to be located.
- (11) No trees now or hereafter located in the Subdivision shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Committee.

- (12) Representatives of Timewealth, the Civic Association, or the Committee may from time to time at any reasonable hour, enter and inspect any part of the Subdivision to ascertain compliance with this document.

CIRCLE "D" CIVIC ASSOCIATION

The Circle "D" Civic Association, a Texas nonprofit corporation, shall be incorporated with its initial registered office in Houston, Harris County, Texas, and with its principal office located at Suite 900, Sheraton-Lincoln Center, Houston, Harris County, Texas 77002. As used hereinafter, "Civic Association" shall mean the Circle "D" Civic Association, its successors and assigns, and where appropriate the Board of Directors thereof. The Civic Association shall have the powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property owner if the Maintenance Fund is insufficient for this purpose), provide security, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the use of lakes, streets, and other subdivision facilities, including but not limited to clubhouses, lakes, swimming pools and parks specifically erected and installed and designated to be controlled by the Civic Association. The Civic Association shall administer the Maintenance Fund hereinafter mentioned as provided within the Restrictions.

Timewealth shall cause the Circle "D" Civic Association to be incorporated, and Timewealth shall have the power to appoint all members of the Board of Directors and to fill any vacancies occurring therein until Timewealth has conveyed by deed, in the aggregate, 75% of the land area in the Subdivision and all of the subdivisions heretofore or hereafter subdivided and designated by Timewealth as numbered sections of Circle "D" Country Acres according to maps or plats filed in the Plat or Map Records of Bastrop County, Texas. Once

75% of the land has been so deeded, the membership of the Board of Directors shall be determined by majority vote of the land owners of record in all sections of both Circle "D" Country Acres and Circle "D" Country Acres, East, collectively, that are subject to a required maintenance charge payable to Circle "D" Civic Association. The voting shall be conducted according to rules established by the Bylaws of Circle "D" Civic Association. Timewealth may elect to transfer power to select the Board of Directors to said record owners at any time prior to the deeding of said 75% of the land.

Architectural Control

There is hereby created the Architectural Control Committee which shall consist of three members. The initial Architectural Control Committee is composed of:

Johnny Goyen, Lonnie Phillips,  
Joe Savage, and T. C. Hoffman

A majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation or failure to serve by any member of the Committee, the remaining members shall have full authority to designate a successor, or if they cannot agree on a successor, Timewealth, its successors or assigns, shall designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After fifteen (15) years from the date of this instrument, or at such earlier time as the majority of the Committee shall elect, the power to designate members of the Architectural Control Committee will automatically pass to the Civic Association which at such time shall have the authority to change the membership of the Committee and to authorize its powers and duties under the terms of the Restrictions. The Civic Association may appoint the same persons to serve on a single, central Architectural Control Committee for the Subdivision and all other sections of Circle "D" Country Acres hereafter created. The Committee's approval or disapproval as required by the Restrictions shall be in writing.

No improvement of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any parcel in the Subdivision until the construction plans, landscaping plans, or other plans, specifications and a plot plan showing the location and size of such improvement has been submitted to the Committee, or its designated representative, and has been approved in writing by the Committee or its designated representative as to the harmony of external design with the existing structures on parcels in the Subdivision, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to location with respect to topography and finished ground elevations, compliance with all applicable provisions of this document, and general compatibility within the Subdivision. Improvement as used herein shall be held to include, but not limited to, buildings, fences, porches, decks, house trailers, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, barns, silos, cages, sheds, streets, alleys, excavation and other earth movement. The Committee may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the Committee to discharge actual expenses incurred by the Committee and any excess shall be paid into the Maintenance Fund established herein. After approval in writing has been given, the erecting, placing, or altering of the improvements on any parcel shall

be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

In the event the Architectural Control Committee and any designated representative fail to approve or disapprove the plans, specifications, designs or locations within thirty (30) days after they have been submitted to the Committee, or in the event the persons seeking approval cannot locate any members of such Committee or any designated representative after making a bona fide effort to do so, and shall file an affidavit reciting such facts in the Deed Records of Bastrop County, Texas, such approval shall not be required.

The Architectural Control Committee, in its discretion, may exercise the limited right to approve minor deviations in building area, locations, facing of dwellings and setback in instances where, in its opinion, such deviation will result in a more commonly beneficial use. Such approval shall be filed in the Deed Records of Bastrop County, Texas, and when so given and filed, shall be deemed to become a part of these Restrictions.

Neither Timewealth, the members of the Architectural Control Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve



any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any parcel within the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Timewealth, the members of the Architectural Control Committee, or its representative, to recover any such damages.

At the option of a majority of the Committee, all of the powers, rights, duties, and responsibilities of said Committee may be transferred to the Civic Association; in such event the Civic Association shall appoint a representative or representatives to perform all functions of the Committee. Said representative or representatives shall be the successor to the Committee.

#### Maintenance Charge

Each parcel in Circle "D" Country Acres, East, as is shown on a plat recorded in the office of the County Clerk of Bastrop County, Texas, is hereby subjected to an annual maintenance charge of Fifty and No/100 (\$50.00) per year, payable annually in advance by the owner of each such parcel on the first day of January of each year, beginning January 1 of the year following date of purchase of the parcel or tract, and each succeeding year thereafter until terminated as provided below, to the Circle "D" Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". Until the Subdivision is platted, the purchasers of the land comprising the Subdivision shall each pay a \$50.00 annual maintenance fee. After platting, where a parcel is subject to a contract for sale, the maintenance charge shall be paid by the purchaser thereunder. The maintenance charge shall be prorated between purchasers and sellers of parcels in the proportion that the

remaining months of the calendar year bear to the whole year. Any transfer of a parcel without payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten percent (10%) per annum added to any charges that are more than ten (10) days delinquent.

The Civic Association may increase or reduce the maintenance charge from time to time by action applying uniformly to all parcels in the Subdivision. The Civic Association may also from time to time reduce the maintenance charges payable by owners of two or more parcels by action applying uniformly to all owners of two or more parcels.

To secure the payment of the maintenance charge on each platted parcel, a vendor's lien is hereby retained on each parcel in favor of Circle "D" Civic Association and it shall be the same as if a vendor's lien was retained in favor of Timewealth and assigned to Circle "D" Civic Association without recourse in any manner on Timewealth for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law, provided however, that each such lien shall be secondary, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any parcel to secure the payment of moneys advanced or to be advanced on account of the purchase price or the improvement of any parcel or both, and further provided that as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first

mortgage lien, the Civic Association or its successor or assign shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action by mailing to the nearest convenient office of such first mortgage holder by prepaid United States Mail a statement of the delinquent maintenance charges upon which proposed action is based.

The maintenance charge shall be paid for each year from the beginning year through 1990, and shall be extended automatically for periods of ten (10) years unless after January 1, 1991 the owners of record of a majority of the parcels in the Subdivision vote to discontinue such charge by written instrument which shall be signed and acknowledged by the owners of record of a majority of the parcels and recorded in the Deed Records of Bastrop County, Texas.

By acceptance of a contract of sale, deed or other instrument of conveyance, each owner agrees and consents to the maintenance charge and the lien as provided herein.

The maintenance charge may be commingled with payments of maintenance charges to the Civic Association from other subdivisions in the vicinity of the Subdivision which are designated as numbered sections of CIRCLE "D" COUNTRY ACRES and which have been heretofore or are hereafter subdivided according to a map or plat filed in the Plat or Map Records of Bastrop County, Texas, and in which each parcel is subject to an annual maintenance charge that has been assigned to the Civic Association or which is required to be paid to the Civic Association and placed in the Maintenance Fund. The maintenance

charge shall be used to pay "maintenance expenses," which shall include without limitation expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining any rights of way, easements, streets, sidewalks, paths, fences, lakes, parkways, esplanades, and any structures, facilities or area which can be used by all owners or which in the opinion of the Civic Association would benefit the Subdivision or all sections of Circle "D" Country Acres as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), caring for vacant parcels, subsidizing bus or transportation service, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers of general benefit to the Subdivision or such other numbered sections of Circle "D" Country Acres. The act of the Civic Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

Timewealth shall never be liable for payment of any maintenance charge.

PLATTING AND RESERVATIONS

Resubdividing of the parcels or tracts described in Exhibits "A" through "J" by the filing of a map or plat with the County Clerk of Bastrop County, Texas, may be done after one and one-half years from the date hereof. Resubdivision of the parcels herein described will be subject to review and approval of the Committee. The Committee will review the replat for conformance with existing design and layout standards in the platted sections of Circle "D" Country Acres Subdivision. Approval certificate for Committee representative's signature and approval date shall be shown on the final copy of the plat. No replatted parcel may be smaller than one-half acre in size. In so authenticating said map or plat for record and in so dedicating the use of streets (whether such streets are referred to as drives, avenues, roads, lanes, ways, boulevards or streets) as shown thereon to the public for ordinary roadway purposes only, there shall be reserved and there is hereby expressly reserved in Timewealth the following rights, titles and easements (hereafter collectively called the "Reservations"), which Reservations shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of Timewealth, or any other person or entity, conveying any property in the Subdivision or any part thereof:

- (1) The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in Timewealth, its successors and assigns, subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.", to the public for ordinary roadway purposes only.
- (2) Timewealth reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems, and pertinent to the operation of electric distribution and communication systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the Subdivision. Such pipes, mains, conductors, lines, wires, conduits, and appurtenances shall be

buried to such reasonable depth as will not interfere with the use of the streets for ordinary roadway purposes.

- (3) Timewealth reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution and communication lines, wires, conduits and all appurtenances thereto constructed by Timewealth or its agents in all of said streets in the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- (4) Timewealth reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across and through a ten (10) foot strip around the entire perimeter of each parcel in the Subdivision, which strip shall be measured from the property line of each parcel inward. With respect to such easement, Timewealth shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten (10) feet wide at and below normal ground level and extending upward to a plane twenty feet above the ground, and from said plane and upward, the utility easements are unobstructed aerial easements twenty feet wide, extending five feet in width adjacent to and on both sides of the utility easements on each parcel. The utility easements reserved anywhere in this document shall be divisible among two or more owners. Timewealth further reserves the exclusive right to grant franchises and easements to other utility owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines in such utility easements. Such utility easements are not dedicated to the public in any manner.

Timewealth further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be co-extensive with the above described ten foot utility easement, to the extent of the first five (5) feet, measured from the property line inward.

Timewealth further reserves for itself, its successors and assigns, a perpetual electrical utility easement located along all streets, both public and private, in the Subdivision; said electrical easement shall be centered on the property line of each parcel adjacent to any public or private road or street in the Subdivision and shall be ten (10) feet wide at ground level and extend upward to a plane twenty (20) feet above the ground and from said plane and upward the easement is twenty (20) feet wide.

In addition to the foregoing utility easements granted, Timewealth further reserves for itself, its successors and assigns, a utility easement if and when Timewealth shall provide underground utilities of any nature to the Subdivision, being a two (2) foot wide easement centered along and beside the underground utility service line installed from any of the aforementioned easements to the point of service on the residential structure.

Neither Timewealth, any utility company, nor any other successor or assign, using the easements heretofore described shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers or other property situated in the part of the parcel of land covered by such utility easements.

- (5) Timewealth reserves for itself, its successors and assigns, the right to make minor changes in and additions to the utility easements heretofore described for the purposes of more efficiently and economically installing the improvements.
- (6) The conveyance by Timewealth or any other party of any parcel in the Subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by Timewealth or its agents, in, along, under, through, over, across or upon such easements, such property, or any part thereof or such streets, to serve the Subdivision, any part thereof, or any other Section of Circle "D" Country Acres. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in Timewealth.

Preferential Purchase Right

If the owner of any parcel in the Subdivision, at any time or from time to time during the twenty (20) year period after such parcel or any part thereof was first conveyed by Timewealth, its successors or assigns, to owner or its predecessor in interest, either (i) receives a bona fide offer acceptable to owner covering the purchase from owner of all or any part or interest in such parcel, or (ii) desires to transfer the ownership or the possessory rights to all or any part or interest in such parcel by any means other than sale (except devise, descent and repossession by a mortgagee under a deed of trust, mortgage or vendor's lien after a bona fide default), owner shall give Timewealth, its successors or assigns, written notice thereof at 800 Sheraton-Lincoln Center, Houston (or at the then registered office of Timewealth or of its successors and assigns, or such other address as Timewealth, its successors or assigns, shall designate by supplement to these Restrictions filed in the Deed Records of Bastrop County, Texas) prior to consummating either of the aforesaid transactions.



Such notice shall set forth the name of the party or parties to which owner desires to sell or otherwise transfer such interest, the terms and conditions under which such sale or transfer will be made, and the address of owner. Timewealth shall have, and by the acquisition from Timewealth of any parcel in the Subdivision the party acquiring such parcel hereby agrees that Timewealth shall have and grants to Timewealth a preferential right to purchase the parcel or part thereof or interest therein referred to in the aforesaid written notice by giving owner written notice of the exercise by Timewealth of its rights hereunder at any time within the thirty (30) day period next following receipt by Timewealth of the aforesaid written notice from owner. If Timewealth exercises its preferential right to purchase the parcel or part thereof or interest therein in accordance with the foregoing provisions hereof, the purchase price thereof shall be either (a) the amount set forth in the aforesaid offer if such preferential right to purchase arose from an offer to purchase such parcel or part thereof or interest therein, or (b) the fair market value of such parcel or part thereof or interest therein if such preferential right to purchase arose from the desire to transfer the ownership of such parcel or part thereof or interest therein by means other than sale. If the parties do not agree on the fair market value thereof, such fair market value shall be determined by an appraiser appointed by the District Judge of the State of Texas then senior in years of service in the district having jurisdiction

in the premises. If Timewealth does not give written notice of its exercise of its preferential right to purchase within the aforesaid thirty (30) day period, it shall be deemed that Timewealth has elected not to exercise such rights as to the transaction referred to in the aforesaid notice from owner; provided, however, such preferential right to purchase shall continue in full force and effect and shall be applicable to all succeeding transactions with respect to such parcel. Timewealth shall have the right, without the consent of owner, to assign or otherwise transfer the aforesaid preferential right to purchase. Any sale or other transfer by owner, its heirs, successors or assigns, to any party other than Timewealth of any parcel in the Subdivision or any part thereof or interest therein at any time during the period of time when the aforesaid preferential right to purchase is in effect, except pursuant to transactions as to which Timewealth fails to give written notice of its exercise of its preferential right to purchase within the aforesaid thirty (30) day period in accordance with the foregoing provisions hereof, shall be void and of no force and effect, and the purchaser or other transferee thereof shall gain no rights thereunder. If Timewealth exercises the preferential right to purchase set forth herein, the closing of such transaction shall occur in Harris County, Texas, offices of Timewealth, its successors or assigns, in Houston, Texas, on a date acceptable to owner and Timewealth, its successors or assigns, within the thirty (30) day period next following the end of the aforesaid thirty (30) day period.

Miscellaneous Provisions

- 1) The foregoing Restrictions are adopted as part of and shall apply to all land in CIRCLE "D" COUNTRY ACRES, EAST. Such Restrictions are equally for the benefit of Timewealth, its successors and assigns, and for the benefit of all subsequent owners of parcels in CIRCLE "D" COUNTRY ACRES, EAST, and accordingly, shall be covenants running with the land. Any owner or lienholder of any of the property and the Civic Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorneys' fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.
- 2) The term of the Restrictions shall be for a period from the date hereof until the 1st day of January, A. D. 1991, after which date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the parcels in CIRCLE "D" COUNTRY ACRES, EAST, and duly recorded in the Deed Records of Bastrop County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part.
- 3) Nothing contained in this document nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the Subdivision or any portion thereof.
- 4) Any and all of the rights, powers and reservations of Timewealth herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and

assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Timewealth herein. The term "Timewealth" as used in this document includes all such assignees and their heirs, successors and assigns.

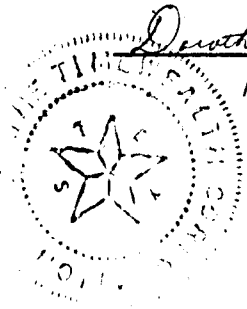
5) Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no wise affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

EFFECTIVE as of the 7th day of March, 1972.

ATTEST:

THE TIMEWEALTH CORPORATION



*Dorothy D. Hartman*  
Assistant Secretary

*[Signature]*  
President

*Paul T. Good*  
Paul T. Good, Receiver

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JACK E. WILSON, PRESIDENT, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said THE TIMEWEALTH CORPORATION, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this, the 7th day of March, 1972.

Bobbie Farris  
Notary Public in and for  
HARRIS COUNTY, T E X A S

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared PAUL T. GOOD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the duly qualified and acting Receiver of THE TIMEWEALTH CORPORATION, that he is duly authorized to execute the same for the purposes and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO ME, the undersigned, this 7th day of March, 1972.

Bobbie Farris  
Notary Public in and for  
HARRIS COUNTY, T E X A S

## EXHIBIT "A"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 2

A tract of land containing 50.00 acres, and being a part of the D. M. Wiseman League and labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most northerly corner of the tract of land herein described, said beginning point also being the most easterly corner of Section 8, Circle "D", Country Acres Subdivision, being of record in Plat Book 2, Page 26 of the Plat Records of Bastrop County, Texas;

THENCE South 46 degrees 20 minutes 39 seconds east, 1,476.04 feet to a point for corner;

THENCE South 55 degrees 26 minutes 43 seconds west, 1,804.08 feet to a point for corner;

THENCE North 32 degrees 00 minutes 00 seconds east, 404.56 feet to the P.C. of a curve to the left having a central angle of 35 degrees 21 minutes 30 seconds and a radius of curvature of 1,180.00 feet;

THENCE around said curve to the left a distance of 728.20 feet, long chord of said curve bearing North 49 degrees 40 minutes 45 seconds west, 716.70 feet, to a point for corner, said corner being the most southerly corner of said Section 8 of Circle "D" Country Acres Subdivision;

THENCE North 43 degrees 39 minutes 21 seconds east, along the southeast boundary line of said Section 8, 1,707.49 feet to the PLACE OF BEGINNING, containing 50.00 acres of land, more or less.

3/7/72

## EXHIBIT "B"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 3

A tract of land containing 50.29 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most easterly corner of the tract of land herein described, said beginning point bearing south 46 degrees 20 minutes 39 seconds east, 1,476.04 feet and south 55 degrees 26 minutes 43 seconds west, 1,864.14 feet from the most easterly corner of Section 8, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 26 of the Plat Records of Bastrop County, Texas;

THENCE South 55 degrees 26 minutes 43 seconds west, 2,493.42 feet to an intersection with the northeast line of the Thomas H. Jackson Tract;

THENCE North 46 degrees 05 minutes 10 seconds west, along said northeast line of said Jackson Tract, a distance of 718.99 feet to a point for corner;

THENCE North 49 degrees 00 minutes 00 seconds east, 2,537.72 feet to an intersection with a curve having a radius of curvature of 1,120.00 feet;

THENCE, in a southeasterly direction around said curve to the right having a central angle of 30 degrees 56 minutes 55 seconds, a distance of 604.97 feet to the point of tangency of said curve, long chord of said curve bearing South 47 degrees 28 minutes 27 seconds east, 597.64 feet;

THENCE South 32 degrees 00 minutes 00 seconds east, 407.23 feet to the PLACE OF BEGINNING, containing 50.29 acres of land, more or less.

3/7/72

## EXHIBIT "C"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 4

A tract of land containing 50.08 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING on the northwest line of said tract of land herein described, said beginning point being the southernmost east corner of Section 7, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 23 of the plat records of Bastrop County, Texas;

THENCE south 43 degrees 54 minutes 50 seconds west, a distance of 788.39 feet to an intersection with the northeast line of the Thomas H. Jackson Tract;

THENCE south 46 degrees 05 minutes 10 seconds east, along said northeast line of said Jackson Tract, a distance of 878.50 feet to a point for corner;

THENCE north 49 degrees 00 minutes 00 seconds east, 2,537.72 feet to an intersection with a curve having a radius of curvature of 1,120.00 feet;

THENCE in a northwesterly direction, around said curve to the left having a central angle of 15 degrees 33 minutes 05 seconds, a distance of 304.00 feet to the point of tangency of said curve, long chord of said curve bearing north 70 degrees 43 minutes 27 seconds west, 303.06 feet;

THENCE north 78 degrees 30 minutes 00 seconds west, 572.08 feet to the point of curvature of a curve to the right having a central angle of 31 degrees 39 minutes 24 seconds and a radius of curvature of 660.00 feet;

THENCE around said curve to the right a distance of 364.66 feet to a point on curve, long chord of said curve bearing north 62 degrees 40 minutes 18 seconds west, 360.04 feet;

THENCE south 43 degrees 54 minutes 50 seconds west, 1,203.57 feet to the place of beginning, containing 50.08 acres of land, more or less.



## EXHIBIT "D"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 8

A tract of land containing 50.00 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of  $92\frac{3}{5}$  acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most southerly corner of the tract of land herein described, said beginning point also being the most westerly corner of Section No. 7, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 23 of the plat records of Bastrop County, Texas; said beginning point also lying in the northeast right-of-way line of a County Road;

THENCE north 45 degrees 49 minutes 33 seconds west, along said County Road northeast right-of-way line, a distance of 787.51 feet to the P.C. of a curve to the right, having a central angle of 90 degrees and a radius of curvature of 50.00 feet;

THENCE around said curve to the right a distance of 78.54 feet to the P.T. of said curve, long chord of said curve bearing north 00 degrees 49 minutes 33 seconds west, 70.71 feet;

THENCE north 44 degrees 10 minutes 27 seconds east, 419.48 feet to the P.C. of a curve to the right having a central angle of 08 degrees 49 minutes 33 seconds and a radius of curvature of 2,010.00 feet;

THENCE around said curve to the right a distance of 309.62 feet to the P.T. of said curve, long chord of said curve bearing north 48 degrees 35 minutes 14 seconds east, 309.31 feet;

THENCE north 53 degrees 00 minutes 01 seconds east, 258.75 feet to the P.C. of a curve to the left having a central angle of 09 degrees 20 minutes 39 seconds and a radius of curvature of 2,070.00 feet;

THENCE around said curve to the left a distance of 337.59 feet to the P.T. of said curve, long chord of said curve bearing north 48 degrees 19 minutes 41 seconds east, 337.22 feet;

THENCE north 43 degrees 39 minutes 21 seconds east, 1,412.93 feet to the P.C. of a curve to the right, having a central angle of 90 degrees and a radius of curvature of 50.00 feet;

THENCE around said curve to the right a distance of 78.54 feet to the P.T. of said curve, long chord of said curve bearing north 88 degrees 39 minutes 21 seconds east, 70.71 feet;

THENCE south 46 degrees 20 minutes 39 seconds east, 687.16 feet to the north corner of said Section 7, Circle "D" Country Acres Subdivision;

Circle "D" Country Acres Subdivision  
Tract 8 (continued)

THENCE along the northwest line of said Section 7,  
south 43 degrees 39 minutes 20 seconds west, 415.00  
feet to a point for corner;

THENCE, continuing along said Section 7 northwest  
line, south 43 degrees 39 minutes 21 seconds west,  
1,405.00 feet to a point for corner;

THENCE, continuing along said Section 7 northwest  
line, south 43 degrees 43 minutes 58 seconds west,  
1,026.07 feet to the place of beginning, containing  
50.00 acres of land, more or less.

## EXHIBIT "E"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 9

A tract of land containing 50.09 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most easterly corner of said tract of land herein described, said beginning point also being the most northerly corner of Section 8, Circle "C" Country Acres Subdivision, being of record in Plat Book 2, Page 26, of the deed records of Bastrop County, Texas;

THENCE along the northwest line of said Section 8, south 43 degrees 14 minutes 57 seconds west, 1,999.99 feet to the most westerly corner of said Section 8;

THENCE north 46 degrees 20 minutes 39 seconds west, 1,098.20 feet to a point for corner;

THENCE north 43 degrees 39 minutes 21 seconds east, 1,999.94 feet to a point for corner;

THENCE south 46 degrees 20 minutes 39 seconds east, 1,084.00 feet to the place of beginning, containing 50.09 acres of land, more or less.

## EXHIBIT "F"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 10

A tract of land containing 54.08 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most westerly corner of said tract of land herein described, said beginning point bearing north 45 degrees 49 minutes 33 seconds west, 1,970.59 feet from the most westerly corner of Section 7, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 23, of the plat records of Bastrop County, Texas; said beginning point also lying on the south line of a 100-foot wide L.C.R.A. Power Easement being of record in Volume 157, Page 610, of the deed records of Bastrop County, Texas;

THENCE along said south L.C.R.A. Power Easement line north 56 degrees 04 minutes 40 seconds east, 2,889.28 feet to a point for corner;

THENCE south 46 degrees 20 minutes 39 seconds east, 510.00 feet to the P.C. of a curve to the right having a central angle of 90 degrees and a radius of curvature of 50.00 feet;

THENCE around said curve to the right a distance of 78.54 feet to the P.T. of said curve, long chord of said curve bearing south 01 degrees 20 minutes 39 seconds east, 70.71 feet;

THENCE south 43 degrees 39 minutes 21 seconds west, 1,412.93 feet to the P.C. of a curve to the right having a central angle of 09 degrees 20 minutes 39 seconds and a radius of curvature of 2,010.00 feet;

THENCE around said curve to the right a distance of 327.80 feet to the P.T. of said curve, long chord of said curve bearing south 48 degrees 19 minutes 41 seconds west, 377.44 feet;

THENCE south 53 degrees 00 minutes 01 seconds west, 258.75 feet to the P.C. of a curve to the left having a central angle of 08 degrees 49 minutes 33 seconds and a radius of curvature of 2,070.00 feet;

THENCE around said curve to the left a distance of 318.86 feet to the P.T. of said curve, long chord of said curve bearing south 48 degrees 35 minutes 14 seconds west, 318.55 feet;

Circle "D" Country Acres East  
Tract 10

THENCE south 44 degrees 10 minutes 27 seconds west,  
419.48 feet to the P.C. of a curve to the right having a  
central angle of 90 degrees and a radius of curvature of  
50.00 feet;

THENCE around said curve to the right a distance of  
78.54 feet to the P.T. of said curve, long chord of said  
curve bearing south 89 degrees 10 minutes 27 seconds west,  
70.71 feet, P.T. of said curve lying on the northeast  
line of a County Road;

THENCE north 45 degrees 49 minutes 33 seconds west,  
along said County Road northeast line, a distance of  
1,031.25 feet to the place of beginning, containing  
54.45 acres of land, more or less.

EXHIBIT "G"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 12

A tract of land containing 17.32 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most westerly corner of said tract of land herein described, said beginning point lying on the south line of a 100-foot wide L.C.R.A. Power Easement being of record in Volume 157, Page 610, of the deed records of Bastrop County, Texas, and bearing north 46 degrees 20 minutes 39 seconds west, 1,913.52 feet from the most westerly corner of Section 8, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 26, of the plat records of Bastrop County, Texas;

THENCE along said south L.C.R.A. easement line north 56 degrees 04 minutes 40 seconds east, 1,160.97 feet to a point for corner;

THENCE south 46 degrees 20 minutes 39 seconds east, 540.58 feet to a point for corner;

THENCE south 43 degrees 39 minutes 21 seconds west, 1,133.79 feet to a point for corner;

THENCE north 46 degrees 20 minutes 39 seconds west, 790.32 feet to the place of beginning, containing 17.32 acres of land, more or less.

## EXHIBIT "H"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 12-A

A tract of land containing 10.00 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most northeasterly corner of said tract of land herein described, said beginning point lying on the south line of a 100-foot wide L.C.R.A. Power Easement being of record in Volume 157, Page 610 of the deed records of Bastrop County, Texas, and bearing north 46 degrees 20 minutes 39 seconds west, 1,458.80 feet from the most northerly corner of Section 8, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 26 of the plat records of said Bastrop County, Texas;

THENCE south 46 degrees 20 minutes 39 seconds east, 374.80 feet to a point for corner;

THENCE south 43 degrees 39 minutes 21 seconds west, 1,999.94 feet to a point for corner;

THENCE North 46 degrees 20 minutes 39 seconds west, 25.00 feet to a point for corner;

THENCE north 43 degrees 39 minutes 21 seconds east, 1,133.79 feet to a point for corner;

THENCE north 46 degrees 20 minutes 39 seconds west, 540.58 feet to an intersection with said L.C.R.A. Power Easement south line;

THENCE north 56 degrees 04 minutes 40 seconds east, along said L.C.R.A. Power Easement south line, a distance of 886.91 feet to the place of beginning, containing 10.00 acres of land, more or less.

## EXHIBIT "I"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 15

A tract of land containing 15.00 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most northerly corner of said tract of land herein described, said beginning point being the most easterly corner of Section 7, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 23, in the plat records of Bastrop County, Texas;

THENCE south 23 degrees 00 minutes 00 seconds east, 271.40 feet to the P.C. of a curve to the left having a central angle of 23 degrees 50 minutes 36 seconds and a radius of curvature of 660.00 feet;

THENCE around said curve to the left a distance of 274.66 feet to a point on curve, long chord of said curve bearing south 34 degrees 55 minutes 18 seconds east, 272.68 feet;

THENCE south 43 degrees 54 minutes 50 seconds west, 1,203.57 feet to the southernmost east corner of said Section 7;

THENCE north 46 degrees 05 minutes 10 seconds west, along the boundary line of said Section 7, a distance of 517.18 feet to a point for corner;

THENCE north 43 degrees 54 minutes 50 seconds east, continuing along said Section 7 boundary line, a distance of 1,362.79 feet to the place of beginning, containing 15.00 acres of land, more or less.



EXHIBIT "J"

CIRCLE "D" COUNTRY ACRES EAST  
TRACT 16

A tract of land containing 4.0 acres, and being a part of the D. M. Wiseman League and Labor Patent No. 312, Volume 2, dated October 22, 1844, Abstract 341, Bastrop County, Texas, and being the residue of a tract of 754 acres, more or less, and a tract of 92-3/5 acres, more or less, described in a deed from W. R. Stanley and wife, Nell Cannon Stanley, to Robert C. Comstock and wife, Ida Comstock, dated 20 March 1953, and of record in Volume 136, Pages 359-362 of the deed records of Bastrop County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the most westerly corner of the tract of land herein described, said beginning point lying on the south boundary line of Section 7, Circle "D" Country Acres Subdivision, being of record in Plat Book 2, Page 23, of the plat records of Bastrop County, Texas, and bearing north 55 degrees 46 minutes 10 seconds east, 663.34 feet from the southwest corner of said Section 7;

THENCE along said south boundary line of said Section 7 with the following meanders;

- North 55 degrees 46 minutes 10 seconds east, 10.50 feet;
- North 62 degrees 14 minutes 52 seconds east, 290.83 feet;
- South 84 degrees 20 minutes 13 seconds east, 62.03 feet;
- South 44 degrees 37 minutes 20 seconds east, 68.19 feet;
- North 85 degrees 53 minutes 07 seconds east, 38.11 feet;
- South 68 degrees 12 minutes 13 seconds east, 139.00 feet;
- North 70 degrees 33 minutes 47 seconds east, 55.23 feet;
- South 70 degrees 51 minutes 33 seconds east, 102.38 feet;
- North 84 degrees 07 minutes 47 seconds east, 129.62 feet;
- South 86 degrees 52 minutes 33 seconds east, 103.21 feet;

THENCE south 43 degrees 54 minutes 50 seconds west, 655.82 feet to a point for corner;

THENCE north 46 degrees 05 minutes 10 seconds west, 643.00 feet to the place of beginning, containing 4.70 acres of land, more or less.

FILED FOR RECORD

THIS 13 DAY OF MAR 1972

AT 9:40 O'CLOCK A M.

Lucille Mccullough  
COUNTY CLERK, BASTROP COUNTY, TEXAS

By \_\_\_\_\_  
DEPUTY

FILED FOR RECORD 13th DAY OF March, 1972 AT 9:40 A. M.  
AND RECORDED THE 16th DAY OF March, 1972 AT 8:50 A. M.

BY Joyce Schaefer DEPUTY. LUCILLE MCCULLOUGH, CLERK,  
BASTROP COUNTY, TEXAS.

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