

**NOTE: THESE RESTRICTIONS MAY BE AFFECTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO TEX. PROP. CODE CH. 201 ET. SEQ. AS IN EFFECT FROM TIME TO TIME. REVIEW CURRENT LAW BEFORE APPLYING THESE RESTRICTIONS.**

**SECOND AMENDED  
DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF TEXAS            )  
  )  
COUNTY OF FAYETTE    )

THIS SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of the date of recording in the real property records of Fayette County, Texas (the "Effective Date") by Bell Settlement, LLC (the "Declarant").

WHEREAS, on July 18, 2019, certain restrictions, covenants, and conditions affecting the Property (defined below) were established and set forth in the Declaration of Covenants and Conditions, recorded as Instrument No: 19-04462, Vol. 1906, Page: 136 in the Official Public Records of Fayette County, Texas, and

WHEREAS, at the time of recordation of the Declaration of Covenants and Restrictions, Declarant owned all that certain real property lying and being situated in Fayette County, Texas, described as follows (the "Property"):

All of that 148.919 acre tract of land, more or less, lying and being situated on and east of Bell Settlement Road and south of Goehring Road, about 16 miles north-northeast of La Grange, in Fayette County, Texas; all within the N.C. Taylor Survey, A-306, being more particularly described by metes and bounds in Exhibit A attached hereto; and

WHEREAS, the Declarant purchased the Property with the intention of dividing it into tracts of land for sale to third parties; and

WHEREAS, on December 26, 2019, Declarant modified and changed the Declaration of Covenants and Conditions, recorded as First Amended Declaration of Covenants and Restrictions, Instrument No 19-07901, Vol. 1924, Page 571 in the Official Public Records of Fayette County, Texas, and

WHEREAS, Declarant is the owner of more than 85% of the acreage contained in the Property; and

WHEREAS, the Declarant, for the benefit of current and subsequent owners of the Property or portions thereof, desires to make additional revisions to the restrictions, protective covenants, conditions as set forth herein.

NOW, THEREFORE, Declarant, in order to protect the value and desirability of the Property, hereby DECLARES that said Property shall be held, sold, and conveyed subject to the following RESTRICTIONS, COVENANTS, AND CONDITIONS which shall run with the land and shall be binding on all parties having a right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and any deed or deed of trust which may hereafter be executed, delivered and accepted shall be subject to the terms and conditions contained in this Declaration, regardless of whether or not such terms and conditions are specifically set out in said contract.

## ARTICLE I

### Definitions

1. "Residential Use" shall mean single-family detached dwellings.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property excluding, however, those having any interest therein merely as security for the performance of an obligation.
3. "Tract" and/or "Tracts" shall refer to any portion of the Property, as owned by an Owner. Tracts will be defined and sold by metes and bounds description.
4. "Mobile Home" shall mean and refer to: (1) a HUD-code manufactured home as defined in the Texas Manufactured Housing Act, Chapter 1201 Of the Texas Occupations Code; or (2) a ready built home constructed prior to June 14, 1976 and at a temporary location in a manner in which the entire living area is contained in a single unit for the purpose of selling and moving to another location.
5. "Modular Buildings" shall mean and refer to a structure that is constructed in one or more modules or constructed using one of more modular component and built at a location other than the permanent site, and/or erected or installed on a permanent foundation system.
6. "Front of the Tract" shall mean the tract's boundary line adjacent to and contiguous with Bell Settlement Road, or Goehring Road.
7. "RV" or Recreational Vehicle shall mean a van, travel trailer or motor home equipped with such things as beds and cooking equipment so that people can live in it temporarily, usually while on vacation.

## ARTICLE II

### Restrictions

The following restrictions shall apply to all Tracts unless otherwise stated:

1. Tracts shall be used only for Residential Use.



2. Single family residences may be constructed on Tracts. Commercial or retail development and multi-family housing such as duplexes, condominiums and apartments, are strictly prohibited.

3. On any of the original ten tracts, an Owner may construct up to two dwellings consisting of a primary residence and a guest home. One of the dwellings must have a minimum of 1,400 square feet of living area if a single-story home, or a minimum of 1,600 square feet of living area if a two-story home. If the primary residence is a two-story home, the ground floor must have at least 1,000 square feet of living area. The second home or guest house, if constructed, must be built with the same materials approved for the main dwelling and include living area of at least 800 square feet. Barndominiums are permitted as a primary and secondary residence provided that such structures are built with approved materials. An Owner may live in the second home or guest house for 12 months during the construction of the main dwelling as provided in Item 21 herein.

4. All structures must: (1) be constructed with new materials, except that used or aged brick, stone, wooden beams, doors, and the like may be used for architectural design and aesthetics if such use is appropriate for the structure and does not detract from the appearance of the structure; and, (2) consist of 35% masonry, with Hardie plank, corrugated sheet metal (as in barndominium) or cedar being the preferred secondary siding on exterior walls. Roofs shall be constructed of 30-year or better composition shingle, tile, slate, metal standing seam or other approved roofing material.

5. Decks, patios, arbors, trellises, sunshades, gazebos, patio covers and similar structures are permitted, as long as they conform to the building and materials requirements provided by these Declarations and do not extend into any easements or building setback requirements.

6. All structures must be built on site. No mobile, tiny, modular, pre-manufactured and/or industrial-built home shall be used as a dwelling located or stored on any Tract.

7. A. Tracts 1-6. No more than two permanent metal, rock, and/or Hardie Plank barn, storage building, or workshop shall be allowed. The two buildings shall not be larger than 3,000 square feet apiece; or, if only one building is constructed, it shall be no more than 6,000 square feet. The front line of the storage building must be built behind the back line of the location of the main dwelling and away from Goehring Road or Bell Settlement Road and not in front of the main dwelling. Not including barndominiums, living quarters of storage buildings may be part of the building to be lived in for no more than 12 months while the main residence is being constructed; however, it shall not be lived in as a permanent residence.

B. Tracts 7-10. No more than four permanent metal, rock, and/or Hardie Plank barn, storage building, or workshop shall be allowed. The four buildings combined shall not be larger than 8,000 square feet total. The front line of the storage building must be built behind the back line of the location of the main dwelling and away from Goehring Road or Bell Settlement Road and not in front of the main dwelling. If the permanent dwelling is constructed first, the permanent barn, storage building, or workshop must be built behind it. If the barn, storage building, or workshop is constructed first, the permanent dwelling must be built in front of it. Not including barndominiums, living quarters of storage buildings may be part of the building to be lived in for



no more than 12 months while the main residence is being constructed; however, it shall not be lived in as a permanent residence.

8. No water wells shall be drilled on any Tract and no sanitary sewage disposal system shall be installed on any Tract until all required permits from any regulatory agencies have been obtained. No structure shall be occupied until water service is connected and an approved private sewage system is installed. On-site sewage facility (septic system) is required.

9. A. Tracts 1-6. No more than four Domestic Livestock Animal Units are allowed per every 10 acres of the tract. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at: [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs144p2\\_002433.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_002433.pdf). No swine shall be raised, bred, or kept on any tract except where the animal is to be kept as a 4-H or FFA project. A maximum of four (4) head may be kept for such projects. No more than 12 chickens are allowed on any tract.

B. Tracts 7-10. No more than fifteen Domestic Livestock Animal Units are allowed per every 10 acres of the tract. Livestock are to be supplementally fed with feed, grain, or hay in order to maintain the integrity and visual appeal of the land and/or avoid overgrazing of pasture land. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at: [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs144p2\\_002433.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_002433.pdf). No swine shall be raised, bred, or kept on any tract except where the animal is to be kept as a 4-H or FFA project. A maximum of four (4) head may be kept for such projects. No more than 12 chickens are allowed on any tract.

10. No more than six household pets may be kept outside. Puppies and kittens are not counted in this total until they are weaned from their mother. Animals must not be permitted to run at large, but must be confined to the Owner's lot or controlled by a restraint device.

11. The discharge of any explosives, or a repetitive noise such as a gun range which is audible from an adjacent tract is prohibited on the Property. Any use or activity that results in a nuisance or annoyance to adjoining Tracts or Owners of any portion of the Property such as, without limitation, any use that omits obnoxious or offensive noises or odors is prohibited. If permitted by law, Owner may hunt with firearms or archery.

12. A. Tracts 1-6. Motor vehicles that are disabled or mechanically inoperable on a public street may not be stored or parked on any Tract, except for repairs or restoration, provided that inoperable vehicles in the process of repair or restoration must be stored behind a line of demarcation extending from the rear facade of the main dwelling. RVs or Recreational Vehicles not used for temporary housing while an owner's home is being constructed may also be stored on the property; but, must be behind a line of demarcation extending from the rear facade of the main dwelling.

B. Tracts 7-10. Motor vehicles that are disabled or mechanically inoperable on a public street may not be stored or parked on any Tract, except for repairs or restoration, provided

that inoperable vehicles in the process of repair or restoration must be stored behind a line of demarcation extending from the rear facade of the main dwelling. RVs or Recreational Vehicles not used for temporary housing while an owner's home is being constructed may also be stored on the property; but, must be behind a line of demarcation and not in view of any access road to the Tract.

13. All vehicles parked on the Property must have current inspection and license registration. One medium or heavy-duty commercial-type truck or trailer, including 18-wheel tractor-trailer rig, may be parked on the Property provided the vehicle is 500 feet off of the main access road. An exception would be for construction and/or repair equipment while a Tract is being built upon or repaired in the immediate vicinity and provided that such commercial-type vehicle is parked for no more than 48 hours.

14. Setback Requirements. No structure or improvement, except fences, may be located within 150 feet of the Front of the Tract or 30 feet of any side or rear property line.

15. No driveway shall be constructed on any Tract until all required permits from applicable governmental entities and regulatory agencies have been obtained, if required. All entrance gates shall be inset a minimum of 40 feet from the right-of-way of Bell Settlement Road and Goehring Road.

16. The first 100 feet of all driveways must be constructed of packed gravel base, asphalt, combo chip seal, two-course chip and seal asphalt paving, concrete, or crushed granite.

17. Border walls and fencing extending along any portion of Bell Settlement Road and south of Goehring Road shall be constructed of the following materials: three or four board vinyl or wood fencing; wrought iron; metal pipe with top rail; masonry or masonry veneer; or cedar posts. T-Posts and barbed wire, or net wire fencing shall be allowed along the frontage of Bell Settlement Road and Goehring Road. Perimeter and cross fencing not fronting Bell Settlement Road and south of Goehring Road may include cedar posts, metal pipe, and T-Posts with barbed wire, net straight wire, livestock panel, rolled wire or some combination thereof.

18. No Tract shall be used or maintained as a landfill, bury pit, or dumping ground. Trash, garbage, rubbish, or other waste shall not be kept on the Property, except in sanitary containers. No Tract shall be used for the open storage of any materials visible from the road or neighboring Tracts, except that any new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements. Promptly following completion of improvements, such building materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract.

19. All buildings and structures constructed on a Tract shall be completed within 12 months from the date the foundation is poured, or materials are stored on the Tract (whichever is earlier). All construction must be performed by an experienced, competent general contractor.



20. All mining activity (including, but not limited to stone, gravel, sand, caliche) and exploration of any type which will damage the surface is prohibited. Road material including gravel or caliche used to construct roads on the Property may be mined and used on the Property and utilized, provided that, once construction of the road is complete, the removal site shall be restored as much as possible to its original condition.
21. Signage and symbols used to for marketing are prohibited.
22. Tracts may not be subdivided. An owner of multiple Tracts may sell any of their owned, individual Tract so long as the conveyance results in all Tracts maintaining their original size.
23. No commercial activity to which the general public is invited shall be conducted on the Property. Only a profession, or business (as in accounting) where no more than five clients per day is to be allowed.
24. The Property shall not be used for public or private road purposes, and no public or private road shall be built to extend through any Tract of the Property to allow access to adjacent tracts without the consent of the Declarant neighbors to the south.
25. A. Tracts 1-6. Owners may live temporarily in their RV or Recreational Vehicle while their home is being constructed; however, under no circumstances, shall an Owner be permitted to live in an RV or Recreational Vehicle more than twelve months.
- B. Tracts 7-10. Owners may live temporarily in their RV or Recreational Vehicle while their home is being constructed; however, under no circumstances, shall an Owner be permitted to live in an RV or Recreational Vehicle more than twelve months. Additionally, owners may stay in their RV or Recreational Vehicle for short periods during visits to their property for weekends, holidays, vacations, etc.; but, under these circumstances, their stay in their RV or Recreational Vehicle must not exceed 30 days.

### ARTICLE III

#### Binding Effect

Covenants Running with the Land. All of the restrictions, covenants and easements set forth herein apply to each and every Tract, and shall be covenants running with the land.

Declarant Not Bound. The Declarant shall not be subject to the restrictions set forth herein.

Declarant Not Liable. No person, entity or Owner shall be entitled to maintain a suit in equity against the Declarant for any alleged violations of this Declaration by an Owner.

Partial Invalidity. All of the conditions, covenants, restrictions, and reservations contained in this Declaration shall be construed together. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants and

restrictions, all of which shall remain in full and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Term. These restrictions shall continue in full force and effect for twenty years from the date of execution (the "Initial Term"). During the Initial Term, these restrictions may be amended or modified in the manner specified in this Declaration. Following the expiration of the Initial Term, these restrictions shall be automatically renewed and continue in full force and effect for one additional 10-year term unless otherwise terminated by a vote of a majority of the Owners.

#### ARTICLE IV

##### Amendment

Declarant shall have, in its sole and absolute discretion, the right to modify this Declaration until the time it has sold 85% of the acreage contained in the Property (the "Declarant Modification Period"). Following the Declarant Modification Period and during the Initial Term, this Declaration may only be modified by an instrument signed by the Owners holding 85% of the acreage contained in the Property. No amendment is effective until recorded in the real property records of Fayette County, Texas. Any amendment to this Declaration shall only apply to Tracts sold after the date the amendment is recorded in the real property records of Fayette County, Texas.

#### ARTICLE V

##### Enforcement

If an Owner or Owner's heirs, successors or assigns shall violate or attempt to violate any provision of this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violations, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. **Nothing herein shall be construed as compelling the Declarant to enforce any provision in this Declaration, nor shall any failure to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Declarant shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, this Declaration.**

**Bell Settlement, LLC, a Texas Limited Liability Company**

By:

\_\_\_\_\_  
J. Frank Childress, Secretary/Treasurer

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by J. Frank Childress, as Secretary/Treasurer of Bell Settlement, LLC a Texas Limited  
Liability Company on behalf of the business or entity.

\_\_\_\_\_  
(Notary Public, State of Texas)  
My commission expires: \_\_\_\_\_

(Seal)



STATE OF TEXAS

L.C. FREDE

COUNTY OF FAYETTE

148.919 ACRES

All that certain tract or parcel of land containing **148.919 acres** (of which 3.14 acres lie within the fenced margins of "Goehring Road" and "Bell Settlement Road") situated in the N.C. Taylor Survey, A-306, in Fayette County, Texas, and being all of that tract described as 148.919 acres in a deed from Charles Albright, et al, to L.C. Frede dated November 18, 2016 and recorded in Volume 1793, Page 777 of the Official Records of Fayette County, said **148.919 acre** tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod found within the fenced margins of "Bell Settlement Road" (County maintained public roadway - no record right-of-way width) for the West corner of the (called) 102.00 acre Leslie Woodburn tract (Vol. 1493, Pg. 685 F.C.O.R.), the South corner of said (called) 148.919 acre L.C. Frede tract, the apparent Southwest common corner of said N.C. Taylor Survey and the Elias Gilpin Survey, A-196, the South corner of the tract herein described and the **PLACE OF BEGINNING**, said point having a coordinate value of North = 13,961,271.82 feet and East = 2,659,892.05 feet according to the Texas State Plane Coordinate System - South Central Zone - NAD 83(2011), from which a 5/8" iron rod found for witness in the fenced Northeast margin of said "Bell Settlement Road" bears North 43 degrees 34 minutes 13 seconds East, 20.86 feet;

Thence **North 46 degrees 51 minutes 12 seconds West, 2,642.88 feet** along and within said "Bell Settlement Road", also being along the apparent common line between said Gilpin Survey, said N.C. Taylor Survey and the M. Woods Survey, A-334, to a point in the intersection of "Bell Settlement Road" and "Goehring Road" for the South corner of the (called) 335 acre R. Thomas Solis tract (Vol. 498, Pg. 558 F.C.D.R.), the West corner of said Frede tract and the West corner of the tract herein described, from which a 3/8" iron rod found for witness bears North 86 degrees 48 minutes 40 seconds East, 27.26 feet and a 24" post oak found for witness (Vol. 557, Pg. 385 F.C.D.R.) bears North 84 degrees East, 28 feet;

Thence departing said common survey line, along and within the fenced margins of "Goehring Road" and along the common line between said (called) 335 acre Solis tract and said (called) 148.919 acre Frede tract as follows:

L.C. FREDE  
148.919 ACRES  
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North 35 degrees 49 minutes 12 seconds East, 72.43 feet;  
North 43 degrees 41 minutes 25 seconds East, 129.82 feet;  
North 56 degrees 15 minutes 31 seconds East, 493.36 feet;  
North 61 degrees 00 minutes 43 seconds East, 321.26 feet to  
an angle point, from which a 1/2" iron rod found for witness in  
the fenced Southeast margin of said road bears South 19 degrees  
41 minutes 01 seconds East, 22.15 feet;

Thence continuing along and within the fenced margins of  
"Goehring Road" and along the common line between said (called)  
335 acre Solis tract and said (called) 148.919 acre Frede tract  
as follows:

North 66 degrees 13 minutes 34 seconds East, 193.42 feet;  
North 68 degrees 15 minutes 20 seconds East, 601.28 feet;  
North 61 degrees 28 minutes 19 seconds East, 191.33 feet;  
North 54 degrees 06 minutes 02 seconds East, 326.83 feet to  
an angle point, from which a 1/2" iron rod found for witness in  
the fenced Southeast margin of said road bears South 45 degrees  
22 minutes 20 seconds East, 26.60 feet;

Thence continuing along and within the fenced margins of  
"Goehring Road" and along the common line between said (called)  
335 acre Solis tract and said (called) 148.919 acre Frede tract  
as follows:

North 49 degrees 28 minutes 42 seconds East, 373.23 feet;  
North 54 degrees 29 minutes 22 seconds East, 126.66 feet;  
North 61 degrees 29 minutes 29 seconds East, 152.13 feet to  
a point for the North corner of said 148.919 acre Frede tract,  
the West corner of the (called) 65.729 L.C. Frede tract (Vol.  
1806, Pg. 813 F.C.O.R.) and the North corner of the tract herein  
described, from which a 1/2" iron rod found for witness in the  
fenced Southeast margin of said road bears South 46 degrees 51  
minutes 12 seconds East, 15.03 feet;

Thence South 46 degrees 51 minutes 12 seconds East, departing  
said road, 1,894.33 feet to a 1/2" iron rod found in the  
Northwest line of said (called) 102.00 acre Woodburn tract for  
the South corner of said 65.729 acre L.C. Frede tract, the East  
corner of said 148.919 acre Frede tract and the East corner of  
the tract herein described, from which a 1/2" iron rod found  
bears North 43 degrees 34 minutes 14 seconds East, 98.28 feet;

Thence South 43 degrees 34 minutes 14 seconds West, 2,852.43  
feet along the common line between said Woodburn tract and said  
148.919 acre Frede tract to the PLACE OF BEGINNING, and  
containing 148.919 acres (of which 3.14 acres lie within the  
fenced margins of "Bell Settlement Road" and "Goehring Road").

Bearings, distances and coordinates used herein are "GRID" based  
on the Texas State Plane Coordinate System - South Central Zone  
- NAD 83(2011). Convergence = +01 degree 04 minutes 13 seconds.  
Combined factor = 0.99994129.



L.C. FREDE  
148.919 ACRES  
PAGE 3

STATE OF TEXAS

COUNTY OF FAYETTE

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.  
Firm No. 10001700  
Consulting Engineering & Land Surveying



Kevin Von Minden, R.P.L.S.  
Registration No. 4438  
June 6, 2019  
BEFCO Job No. 19-7438





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American Fly Company Co. of Mo.  
FA-19-107 dated effective May  
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*lee, Fayette, Colorado Counties*

Petition for injunctive relief  
 Vol. 265, Pg. 270  
 Vol. 271, Pg. 158

104 1842, Pg 435  
T.COR

Continental Diverted Aides  
Vol 126A pg 162  
Vol 126A pg 162  
Vol 126A pg 162

Fagella Electric Corporation

(no specific location)  
Box 214 Pg 35  
FCOR

Los Angeles, Colorado Counties  
Cunningham Carol MCID No. 1 -  
Road detective and attempt

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The above citation is repeated in this document.

50<sup>th</sup> Anniversary  
Vol. 58, Pg. 78  
FCOB

Philip Johnson Co.  
30' Apnea estimate!

on J12 core parent unit)  
 104. 650, Pg 418  
 104. 651, Pg 415

*Paragus Petricola* Co.

10, 03, 79 413  
F.C.D.R.

30' wide open easement  
Vol. 618, Pg. 216  
ECOR

specific vegetation, otherwise on the parent level and does not

<sup>1</sup> Soil Water Diagram Agreement  
194, 1987, Pg. 358

FCOR.  
\*Sole seller direct with gov

NOTE: Family members (Schwartz and Schwartz) are required to read

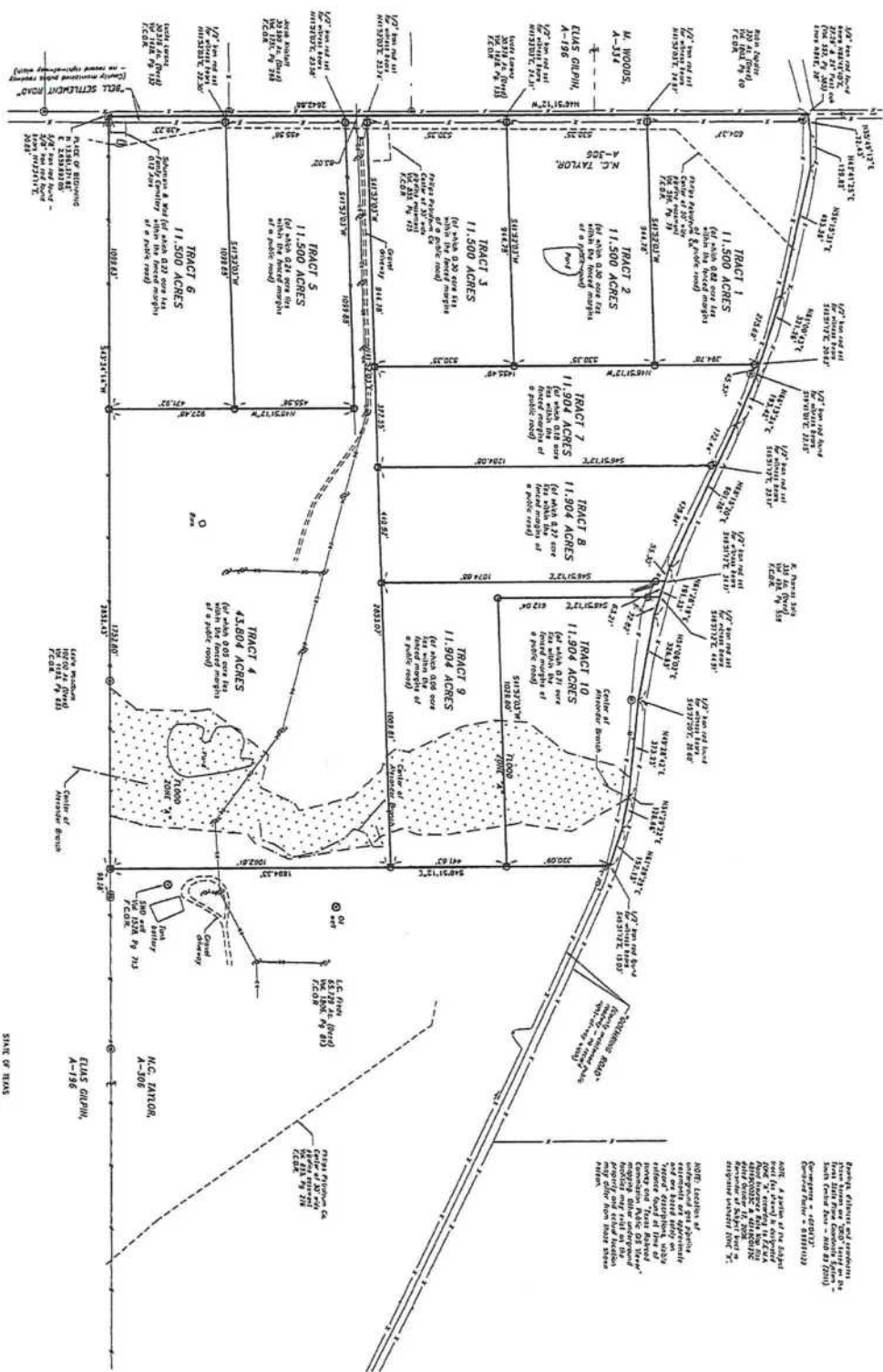
cone of 5000 feet

5550 Van Ness Drive, N.W., Suite 200  
 Portland, Oregon 97209  
 503/223-1500

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Professional Land Surveyor Seal for Kevin Von Minden, State of Texas, No. 4438.

PLAT SHOWING THE SURVEY AND DIVISION OF A 148.919 ACRE TRACT SITUATED IN THE N.C. TAYLOR SURVEY, A-306 IN FAYETTE COUNTY, TEXAS, AND BEING THAT TRACT DESCRIBED AS 148.919 ACRES IN A DEED FROM CHARLES FREDE, ET AL, TO BELL SETTLEMENT LLC DATED JUNE 13, 2019 AND RECORDED IN VOLUME 1902, PAGE 435 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY





**EXHIBIT B TO UNIMPROVED PROPERTY CONTRACT /  
FARM AND RANCH CONTRACT (the "Contract")**

**SELLER'S DISCLOSURES**

1. **The Property.** Seller is selling to Buyer(s) a tract or tracts of land out of the following real property:

All, or part of that 148.919 acre tract of land, more or less, lying and being situated on both Goehring Road and Bell Settlement Road about 16 miles north-northeast of La Grange, in Fayette County, Texas; all within the Taylor Nicholas C Survey, Abstract 306, being more particularly described by metes and bounds in Exhibit A attached hereto (The "Property").

2. **Property Condition.** The conveyance of the Property shall be made "AS IS", "WHERE IS" and "WITH ALL FAULTS" without warranty of any kind, except the general warranty of title set forth in the Deed to be delivered by Seller to Buyer at Closing. Buyer acknowledges that but for the acceptance of the property "AS IS". Seller would not have executed and delivered this Contract. Buyer agrees to accept the conveyance of the Property subject to the following provision which shall be included in the Deed delivered by Seller to Buyer at Closing.

GRANTOR IS CONVEYING, AND GRANTEE IS ACCEPTING, THE ABOVE DESCRIBED PROPERTY IN ITS "AS IS", "WHERE IS" PHYSICAL CONDITION, "WITH ALL FAULTS". GRANTOR MAKES ABSOLUTELY NO REPRESENTATION OR WARRANTIES AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY AGREES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. WITHOUT LIMITING THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED GRANTOR AND GRANTEE AGREE THAT BY THE CONVEYANCE OF THE PROPERTY, GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL, OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR ANY IMPROVEMENTS RELATED THERETO, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SAFETY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. TO THE EXTENT ANY SUCH REPRESENTATIONS OR WARRANTIES ARE NEVERTHELESS DEEMED GIVEN, GRANTEE HEREBY WAIVES SAME. GRANTEE HAS CAREFULLY INSPECTED THE PROPERTY (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONTITION, INCLUDING, BUT NOT LIMITED TO, ANY LATENT FAULTS OR DEFECTS, WHETHER ABOVE, ON, OR BELOW GROUND, AND FURTHER INCLUDING ALL RISK OR DANGER (IF ANY) RELATED TO ELECTRO-MAGNETIC OR HIGH VOLTAGE FIELDS,

EXPOSURE TO RADON, AND ALL OTHER ENVIRONMENTAL CONDITIONS WHATSOEVER, IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE, ITS SUCCESSORS OR ASSIGNS IN TITLE, FOR ANY DAMAGES TO PROPERTY OR PERSONS, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY LOSS OF VALUE OR ECONOMIC BENEFIT WHATSOEVER, RELATED TO ANY PRESENT OR FUTURE CONDITION OF OR AFFECTING THE PROPERTY OR IMPROVEMENTS, EXCEPT SOLELY TO THOSE MATTERS RELATING TO GRANTOR'S GENERAL WARRANTY OF TITLE.

3. **Restrictive Instruments.** The Property is subject to the following;

Declaration of Restrictions filed of record as File Number 19-04462 in the Official Public Records of Fayette County, Texas (the "Declaration").

Seller has provided a copy of the Declaration and the Rules to Buyer before Closing and Buyer acknowledges receipt of a copy of such Declaration.

4. **Exceptions.** The Property shall be conveyed to Buyer subject to any outstanding pre-existing rights, title, and interests relating to the Property to which Seller's ownership is also subject, including, but not limited to, the following:

- A. Customary utility easements pertinent to said tract use.
- B. Any rules and regulations of any governmental agency, including Fayette County, Texas Subdivision Regulations and Fayette County, Texas Floodplain Management Regulations.
- C. Right of parties in possession.
- D. Any and all leases recorded and unrecorded and rights of parties therein.
- E. Any visible or apparent roadway or easement over or across the subject property.
- F. Tenants in possession under leases and tenancy agreements.
- G. Easements or claims of easements which are not recorded in the public records.

5. **Utilities.** Buyer shall be responsible for obtaining all utilities and the related utility fees.

- A. **Septic System.** Sewer service is not available except by a private sewage disposal system regulated by the State of Texas and Fayette County. Buyer shall be responsible for the cost, installation, registration, licensing and maintenance of a septic system or other on-site sewage system. Buyer must meet all requirements of all governmental authorities related to the on-site system.
- B. **Electric Service.** Seller shall to provide Fayette Electric Cooperative electric service to each tract of the Property. Buyer is responsible for all charges and fees to Fayette Electric Cooperative related to electric service and connection to the Tract. Buyer is responsible to comply with all building codes and requirements of Fayette County and Fayette Electric Cooperative and the cost of this compliance shall be at the Buyer's expense.



**C. Water. It will be the responsibility of each tract owner (Buyer) to provide water to the Tract by drilling and equipping a private water well.**

1. The Property has no known water well. Suitable fresh water has been found between 225 and 250 feet from the surface in similar properties in the area. However, Seller makes no representations or warranties regarding the availability of water on the Property or water sources available to the Property or the suitability of the Property for Buyer's particular purposes.
2. BUYER SHOULD PERFORM ALL DUE DILIGENCE NECESSARY TO EVALUATE AND ANALYZE THE FEASIBILITY OF THE TRACT FOR BUYER'S INTENDED USE, INCLUDING WITHOUT LIMITATION INSPECTIONS OF THE TRACT'S PHYSICAL, ENVIRONMENTAL, AND GEOTECHNICAL CONDITIONS FOR, AMONG OTHER THINGS, THE AVAILABILITY OF WATER, AND THE COST OF PROVIDING WATER TO THE TRACT.
3. As an accommodation only and without any endorsement or recommendation as to experience or expertise, Seller will make available the following names of water well service companies that can provide Buyer with water strata and other information regarding availability of water and the cost to drill and install equipment for a water well on the particular tract of interest:
  - a. Roy Richter with Richter Water Well Drilling of Flatonia. (361) 865-3518. As of June 2019, estimates from Richter's Water Well to drill and gravel pack a well, with a 4 ½ inch PVC casing, was \$20/foot plus \$400 for surface work. Specific costs will vary based upon the particulars of the individual Tract. Buyer should confirm and satisfy for themselves the estimated costs of providing water to the Tract as part of its due diligence.
  - b. Jackson Water Well Drilling Service of Bastrop. (512) 581-1176.
6. **Oak Wilt.** There may or may not be oak wilt/decline on the property. Oak Wilt/Declines a disease that has long been recognized as causing massive tree loss in the Texas Hill Country. It is caused by a fungus called *Ceratocystis Fagacearum* that clogs the water conduction vessels of infected trees, causing them to wilt and die. It has now been identified in 55 Texas Counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed by the Research and Extension faculty at Texas A&M University. This program involves the use of cultural and chemical controls. Live oak, Shumard red oak. Southern red oak, Spanish oak. Blackjack oak. Pin oak and Water oak are native species that are susceptible to the oak wilt fungus. They are member of the red oak group

and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks. White oaks and Post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die. For more information regarding Oak Wilt you may call your County Agricultural Extension Service, or visit this website for more details: <http://www.texasoakwilt.org> Seller makes no representations or guarantees regarding the condition of the trees on the Property and recommends that Buyer have the property inspected by experts in the field of plant disease if it has concerns regarding Oak Wilt on the Property.

7. **Brush Piles.** Seller will clear the individual perimeter property lines and internal roads on the individual tracts to clear the brush and trees away for possible fence building and to facilitate passage. Where feasible, the cleared brush will be piled in a manner so that in wetter times, with no burn ban in effect, that such brush piles may be burned. The disposal and removal of the brush piles cleared by Seller shall be the responsibility of the Buyer and Buyer bears all costs and risks of such disposal. Buyers should be prepared to undertake precautions to minimize risk of fire, including but not limited to grazing the property with livestock or clearing the property of grass and groundcover.
8. **Low-Lying Area.** A portion of the Property lies in a special flood hazard area as depicted on the survey plat. Specifically, Tract 4, Tract 9 and Tract 10 are shown to be in the low-lying area of drainage. Seller makes no representations as to the availability of suitable land within any given tract for building structures and improvements. It will be the responsibility of Buyer to perform inspect and assess the suitability of the Tract for Buyer's particular purposes.
9. **Taxes.** The property is presently for 2019 classified and taxed as "Ag. Use". It will be the responsibility of Buyer to apply for either "Ag Use" or "Wildlife" for the year 2020 and thereafter. Buyer shall bear the cost of any increased taxes assessed for improvements thereon, or due to Buyer's neglect of filing for "Ag Use" or "Wildlife" with the Fayette County taxing authority.
10. **Minerals.** No minerals rights will convey as Seller does not own any of the mineral estate. As a whole, the Property was part of a larger parent tract on which there has been oil and gas production in the past. It is believed that such oil and gas surface operations have been exclusively on the adjoining tract of land to the north of the Property; and, due to availability of horizontal drilling from the wells located on the adjacent tract, there may be some existing oil and gas leases affecting the mineral estate underlying the Property. There is also a possibility that, in the future, oil and gas activity could resume. Seller makes no representations or warranties as to any oil and gas activity on or adjacent to the Property or the likelihood that such activity could resume in the future. Buyer should make its own inspection as oil and gas activity, if any, on or adjacent to Property and/or the tract at issue and satisfy itself that the individual tract is fit for Buyer's intended purposes.



11. **Easements.** There are old oil and gas pipeline easements and recorded electrical easements affecting part of the Property, depending upon the Tract. The existence and location of the easement should be reflected on the subdivision plat and identified on Schedule B of the commitment for title insurance.
12. **Survey.** With respect to Seller's obligation to provide a survey under Paragraph 6.C. of the Contract, Seller agrees to provide a new survey plat of the entire 148.919 acre tract of land, reflecting the division all of the tracts within the Bell Settlement, LLC development, plus a metes and bounds description of the specific tract or tracts that Buyer is purchasing under the Contract. In the event Buyer and/or Buyer's lender requests or requires a separate survey of the specific tract or tracts, such additional survey shall be at Buyer's expense.
13. **No Reliance.** Buyer should make his/her/its own assessment of the Property and its fitness or suitability for Buyer's purposes. In closing this transaction, Buyer shall not rely and is not relying, upon any information, document, sales brochures, or other literature, maps or sketches, projection, proforma, statements, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of Seller.
14. **Real Estate Brokers.** Members of the selling entity, Bell Settlement, LLC, hold active Real Estate Brokers License regulated by the Texas Real Estate Commission; however, said members are not presenting or negotiating offers on the Property. Seller's agent for purposes of presenting and responding to offers relating to the Property is disclosed on the Contract. No real estate broker or agent is authorized to change any restrictive covenant or Seller's disclosure for the Property.
15. **General Warranty Deed.** Notwithstanding anything in contract to the contrary, this property shall be sold and conveyed by General Warranty Deed.
16. **No Representations.** Except as set forth in these Disclosures, Seller makes no representation, express or implied warranties, or guarantees, statements or information regarding the Property, including, but not limited to, the following: the Property's condition, including whether any or all of the Property has been identified as having flood or geological hazards or whether there are any environmental condition or environmental noncompliance with respect to the Property; whether there is any unsafe or other condition which presents risk of injury to persons or loss of or damage to property; whether there are any soil conditions adversely affecting the Property; whether the Property is suitable for a particular purpose; or whether there are any and the condition of any improvements on the Property. BUYER SHOULD NOT RELY ON ANY REPRESENTATION FROM SELLER, SELLER'S REPRESENTATIVES, AGENTS, ATTORNEY'S OR ASSIGNS, AND PERFORM ALL DUE DILIGENCE NECESSARY, INCLUDING BUT NOT LIMITED TO AN INSPECTION OF THE TRACT, TO EVALUATE AND ANALYZE THE FEASIBILITY OF THE TRACT FOR BUYER'S INTENDED USE AND PURPOSES.

17. **Conflicts.** These disclosures shall control in the event of a conflict between the Contract and any provision herein.

**BUYERS:**

\_\_\_\_\_  
(Signature)

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Tract No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_