

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS**

**THE STATE OF TEXAS   §**

**COUNTY OF WHARTON §**

**THIS DECLARATION**, is made on the date hereinafter set forth by **TEXAS DWS FAMILY HOLDINGS, LP**, a Texas Limited Partnership, hereinafter collectively referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of that certain 66.1625 acres in Wharton County, Texas described as follows (the "Property"):

66.1625 acres of land, more or less, out of a 141.7757 acres tract in the Richard Boatwright League, Abstract 8, Wharton County, Texas, being that same real property specifically described in Deed dated January 12, 1925 from Anna Vacek, et al to Rudolph Vacek, recorded in Volume 67, Page 521 of the Deed Records of Wharton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the SE corner of said Vacek 141.7757 acres in the West line of County Road No. 289;

THENCE NW 17 degrees 15 minutes 02 seconds with the West line of said County Road No. 289, a distance of 60 feet to an iron rod set for SE corner hereof and the Place of Beginning;

THENCE continuing NW 17 degrees 15 minutes 02 seconds with the West line of said County Road No. 289, a distance of 902.63 feet to an iron rod found at base of corner post for NE corner of said Vacek 141.7757 acre and the NE corner hereof;

THENCE SW 72 degrees 57 minutes with the North line of said Vacek 141.7757 acres a distance of 3,197.9 feet to an iron rod set for NW corner hereof;

THENCE SE 17 degrees 15 minutes 04 seconds a distance of 899.84 feet to an iron rod set for SW corner hereof;

THENCE NE 73 degrees 00 minutes 60 feet from and parallel to the South line of said Vacek 141.7757 acres, a distance of 3197.9 feet to the PLACE OF BEGINNING and containing 66.1625 acres of land, more or less.

**WHEREAS**, it is the desire of Declarant to place certain restrictions, covenants, easements, conditions, stipulations and reservations upon and against the Property, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of any portion of the Property;

**NOW, THEREFORE**, Declarant hereby declares, adopts, establishes and imposes upon the Property the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which reservations, easements, restrictions, covenants and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any portion on the Property and/or of any Tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Tract" shall mean and refer to any portion of the Property subsequently subdivided by Declarant. Declarant shall be the owner of all of said Tracts SAVE AND EXCEPT only those particular Tracts which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Each Tract conveyed may be more particularly designated by separate metes and bounds description and shall constitute a freehold estate subject to the terms, conditions, easements and provisions hereof.

Section 4. "Declarant" shall mean and refer to **TEXAS DWS FAMILY HOLDINGS, LP**, a Texas Limited Partnership, acting by and through its successors and assigns.

Section 5. "Builder" or "Builder" shall mean and refer to each Owner who is in the construction business or a person, corporation, partnership or any other legal entity regularly engaging in the construction business who is constructing improvements for an Owner.

Section 6. "Architectural Control Committee" shall mean and refer to the applicable Architectural Control Committee referenced in Article IV of this Declaration.

Section 7. "Road and Utility Easement" shall mean the easement described in Article II of this Declaration.

Section 8. "Other Utility Easements" shall mean the easements described in Article II of this Declaration.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS, DEDICATIONS AND UTILITIES

Section 1. (a) Road and Utility Easement. Declarant hereby reserves for the benefit of all subsequent owners of any portion of the Property and/or subsequent owners of any Tract, a Non-Exclusive Sixty (60') Foot wide Easement over and on the Property in the location as described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, for the purposes of providing free and uninterrupted pedestrian and vehicular ingress and egress to any subsequently subdivided portion of the Property and/or to any Tract, to and from County Road 289, and for the purposes of constructing, maintaining and repairing and providing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers and other utilities necessary to all portions of the Property and/or subsequently subdivided Tract. All utilities located within the Road & Utility Easement shall be underground and no surface poles may be erected within the Road & Utility Easement. It is expressly agreed and understood that the title conveyed by Declarant to any Tract by contract, deed or other conveyance shall be subject to the Road & Utility Easement affecting same for the purpose stated herein, and each owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Tract. Such easement shall be for the general benefit of the Property and the property owners thereof and are hereby further reserved and created in favor of any and all utility companies entering into and upon said Property.

The duration of the Road and Utility Easement shall be perpetual and is appurtenant to and runs with all or any portion of the Property and/or Tract. Declarant further reserves the right to convey to others the right to use all or a part of the easement in conjunction with the Owners as long as such further conveyance is subject to the terms of this Declaration.

It is expressly agreed and understood that the Road and Utility Easement described herein shall be maintained in good condition by all Owners, and all maintenance and repairs shall be at the expense of all Owners of the Property and/or Tracts in proportion to the number of acres such Owner owns. Said easement shall be maintained on an as needed basis as determined by a majority of the Owners of the Property in order to keep the easement in a reasonably smooth condition and to prevent and repair pot holes, rutting and washboarding of said easement. In addition, the easement shall be maintained so as to prevent unnecessary erosion, and drainage shall be maintained on each

side of the Easement.

No Owner may install or erect any gate or other item which affects the free and uninterrupted use of the Road and Utility Easement, except as otherwise expressly provided for herein, and all Owners and Declarant shall have the right to remove any encroachments affecting the easement. However, each Owner shall have the right, at such Owner's sole cost and expense, to install gates at the entrance to each Owner's tract and to construct, install, maintain, replace and remove culverts and drainage pipes under and across the easement for the purposes of providing adequate drainage to the Owner's tract, so long as such culverts and drainage pipes are buried at a depth and in accordance with the standards of the Wharton County Precinct in which the Property is located.

(b) Other Utility Easements. Declarant hereby reserves for the benefit of all subsequent owners of any portion of the Property and/or subsequent owners of any Tract, a Non-Exclusive Thirty (30') Foot wide Easement over, on, and along the North and South boundary lines of the entire Property, together with an unobstructed aerial easement of the same width and in the same location beginning at a plane sixteen feet (16') above ground and extending upward, for the purposes of constructing, maintaining and repairing and providing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers and other utilities necessary to all portions of the Property and/or subsequently subdivided Tract. All utilities located within the Utility Easements described herein shall be underground, except only electric utilities which may use surface poles. It is expressly agreed and understood that the title conveyed by Declarant to any Tract by contract, deed or other conveyance shall be subject to the Utility Easements described herein affecting same for the purpose stated herein, and each owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Tract. Such easements shall be for the general benefit of the Property and the property owners thereof and are hereby further reserved and created in favor of any and all utility companies entering into and upon said Property. The duration of the Utility Easements described herein shall be perpetual and are appurtenant to and runs with all or any portion of the Property and/or Tract. Declarant further reserves the right to convey to others the right to use all or a part of the easements in conjunction with the Owners as long as such further conveyance is subject to the terms of this Declaration.

(c) Binding Effect. The terms and conditions of the easement(s) herein set forth shall be binding upon the Property and/or Tracts, their successors and assigns, and all parties claiming by, through or under, and all subsequent Owners of any portion of the Property or Tracts, each of whom shall be obligated and bound to observe such terms, restrictions, covenants, and conditions; provided, however, that no such person or persons shall be liable except for breaches committed during his or their ownership of said Property or Tract. The violation of any such terms, restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the said Property or any Tract. The Owner of any Tract, Declarant or the Architectural Control Committee shall have the right to enforce observance and performance of the terms and conditions of the easements, restrictions, covenants and conditions herein stated, and in order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all other legal remedies, to prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary

damages caused by such violation or attempted violation. If any Owner(s), Declarant or the Architectural Control Committee retains an attorney to enforce the terms, restrictions, covenants and conditions of the easements and Declaration, such Owner(s), Declarant or the Architectural Control Committee shall be entitled to recover reasonable attorney's fees and court and other costs.

Section 2.      Subdivision of the Property. Only the Declarant shall have the right, but shall never be obligated, to subdivide all or part of the Property into separate Tracts after the date of this Declaration, by any lawful manner and in Declarant's sole and absolute discretion, and such Tracts as shall be subject to this Declaration as if such Tracts were originally separately described herein. No subsequent owner of any portion of the Property or Tract shall have the right to subdivide the Property or Tract. All tracts subdivided by Declarant shall be more than Ten (10) acres in size.

### ARTICLE III

#### USE RESTRICTIONS

Section 1.      Single-Family Residential.

A)      Each Tract shall be used for Single Family residential purposes only and nothing shall be done which may be or become an annoyance or nuisance to the adjoining Property or Tract Owners. No part of said Property or Tracts shall be used for Commercial purposes except the raising of livestock as provided for herein.

B)      No Tract of land will be allowed to be subdivided except as provided in Article II, Section 2. Only one residential dwelling will ever be allowed to be constructed on each Tract.

C)      Under no circumstances will house trailer, mobile homes, or manufactured homes be permitted to be allowed on the Property or any Tract at any time. No junk or abandoned vehicles will be allowed to accumulate on any Tract.

D)      Only Equine and Bovine animals will be allowed to openly graze on the subject Property and/or Tracts. Rabbits, poultry, quail, dove or other birds must be kept in caged areas. No hogs, pigs, sheep or goats will be allowed except for 4H and County Fair Projects. Any animal that a majority of the Owners deem to create a health problem of nuisance shall be removed. Each owner will practice good grazing methods and will not allow their Tract to be over grazed.

E)      No burning of trash shall be permitted. No property shall be used or maintained as dumping ground for trash. No dumpsters shall be placed anywhere except during construction of a residence. Garbage shall not be kept except in sanitary containers and such containers shall be kept in a clean and sanitary condition. Other than on the day of trash pick up no trash cans or garbage cans shall at any time be permitted to remain on the street, Road Easement or in front of their property.

F) The living area of the main residential structure on any Tract (exclusive of porches, garages and servants quarters) shall not be less than One Thousand Five Hundred (1,500) square feet, new construction. The construction of any residence shall involve the use of brick veneer, stone, stucco or other approved masonry around the outside perimeter of the building and a concrete slab, or, in the case of a Barndominium, a painted steel outside perimeter is also permitted. Declarant and/or the Architectural Control Committee shall have the right to modify these requirements in their sole discretion, but in no event may the square footage of the living area of the main residential structure on any Tract (exclusive of porches, garages, and servants quarters) be reduced to less than 1,500 square feet.

G) All residences shall be completed within 18 months following the date on which foundation forms are set.

H) Fences facing the Road and Utility Easement and County Road 289 shall be constructed of wood, pipe, brick, stucco or plastic and shall be no higher than 54" in height, and may consist of barbed wire or net wire fencing, but in no event may metal "T" posts of any kind or character be used. When feasible neighbors shall split equal the cost of building and maintaining bordering fences.

I) All barns and outbuildings will be constructed in good workman like manner and will not be constructed closer than 50' from their property line.

J) All water wells and septic systems shall meet county code.

K) The Principal residence, barns and/or outbuildings shall not be closer than 120' from the property line adjoining the Road and Utility Easement and/or County Road 289.

Section 2. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on upon any Tract which is not related to single-family residential purposes or as provided for herein. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Tract which may be, or may become, an annoyance or a nuisance to neighbors.

Section 3. Enforcement of Deed Restrictions. The restrictions herein set forth shall be binding upon the Property and/or Tracts, their successors and assigns, and all parties claiming by, through or under, and all subsequent Owners of any portion of the Property or Tracts, each of whom shall be obligated and bound to observe such restrictions, covenants, easements and conditions; provided, however, that no such person or persons shall be liable except for breaches committed during his or their ownership of said Property or Tracts. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against the said Property or Tract. The Owner of any Tract, Declarant or the Architectural Control Committee shall have the right to enforce observance and performance of the terms and conditions of the easements, restrictions, covenants and conditions herein stated, and in order to prevent a breach or to enforce the observance or performance of same

shall have the right, in addition to all other legal remedies, to prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. If any Owner(s), Declarant or the Architectural Control Committee retains an attorney to enforce the terms and conditions of the easements, restrictions, covenants and conditions herein stated in this Declaration, such Owner(s), Declarant or the Architectural Control Committee shall be entitled to recover reasonable attorney's fees and court and other costs.

## ARTICLE IV

### ARCHITECTURAL CONTROL COMMITTEE

Section 1.     Approval of building plans. No building or improvements of any character shall be erected or placed (new construction or otherwise), or the erection thereof begun, or changes made in the design thereof after original construction, on any Tract until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions regarding quality of material, harmony external design with existing and proposed structures and as to location with respect to topography and finished grade elevation. The initial members of the Architectural Control Committee shall be Declarant and Declarant shall remain the sole member of the Architectural Control Committee so long as Declarant owns any portion of the Property or any Tract. Thereafter, Declarant, in Declarant's sole discretion, shall appoint Three (3) Owners to serve as members of the Architectural Control Committee. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such member of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the Committee fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval is denied and the related covenants set out herein shall be deemed to have not been fully satisfied. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 2.     Variances. Anything contained elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole discretion, to make and permit reasonable modifications of and deviations (or variances) from any of the requirements of this Declaration relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvements on any Tract and of the size and location of any such building or improvement (except deviations or variances of square footage buildings or improvements shall not violate Article III, Section 1 (F)) when, in the sole and final judgment of the Committee, or its duly

authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Tract(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of denial from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance within sixty (60) days. No variances from the covenants of this Declaration shall be permitted or be available except at the discretion of the Architectural Control Committee.

If any such variances are granted, no violation of the provisions of this Declaration, shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Property or Tract(s).

Section 3. Replacement and Voting. In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority, or carry out any other function of the Architectural Control Committee as provided in this Declaration. In the event a full vacancy in the Architectural Control Committee exists (meaning the Architectural Control Committee does not contain a least one (1) duly appointed member) then the Owners of the Tracts by two-thirds (2/3) vote may appoint such member or members to serve. In no event shall there be more than three (3) members and the affirmative vote of a majority of the members shall constitute the act of the Architectural Control Committee.

Section 4. Inspection. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all other



improvements on the Tract) are constructed in accordance with (a) this Declaration, (b) Wharton County regulations and ordinances, and (c) the Architectural Control Committee regulations and requirements, the Architectural Control Committee or its representatives may conduct certain building inspections of the improvements being constructed by the Builders and/or Owners, in accordance with inspection procedures established from time to time by the Architectural Control Committee.

Section 5. Effect of approval by Committee. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion, by the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications or in the event that such building and /or improvements are constructed in accordance with such plans and specifications, but nevertheless, fail to comply with the provisions hereof. Further, the Architectural Control Committee, nor any person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 6. Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any residential construction has been done without obtaining any necessary approval of the Architectural Control Committee or was not done in conformity with the approved plans and specifications, the Architectural Control Committee may notify the Owner in writing of the noncompliance. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Architectural Control Committee issues a Notice of Noncompliance, the Owner shall cure the noncompliance within a reasonable period of time as specified in the Notice of Noncompliance.

Section 7. No implied waiver or estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Architectural Control Committee of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other material submitted with respect to any other residential construction by such person or otherwise.

Section 8. Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designated structure or satisfy any legal requirements.

## ARTICLE V

### SECURITY

The Declarant or the Architectural Control Committee shall not in any way be considered an insurer or guarantor of security within the Property. The Declarant or Architectural Control Committee shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Tracts, on behalf of themselves, and their guests and invitees, acknowledge that the Declarant and Architectural Control Committee does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, holdup or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Tracts on behalf of themselves, and their guests and invitees, acknowledge and understand that the Declarant and Architectural Control Committee are not an insurer and that each Owner, lessee and occupant of any Tract and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to residential dwellings and to the contents of their residential dwelling and further acknowledges that the Declarant and Architectural Control Committee has made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Property.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Term, Amendment, and Enforcement. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them forever. The terms and provisions of this Declaration may be amended only by Declarant so long as Declarant owns any portion of the Property or any Tract by instrument setting forth said changes and signed by Declarant and placed on record in the Official Public Records of Real Property of Wharton County, Texas. At which time Declarant no longer owns any portion of the Property or any Tract, the terms and provisions of this Declaration may be amended when an instrument setting forth said changes and signed by those persons owning at least two-thirds (2/3) of the Property or Tracts is placed on record in the Official Public Records of Real Property of Wharton County, Texas. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for

record in the Official Public Records of Real Property of Wharton County, Texas.

Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for Declarant, any Owner, and/or the Architectural Control Committee to prosecute any proceedings at law or in equity against the person or Owner violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant, Owner, or the Architectural Control Committee that, successfully prosecutes an action at law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Declarant, Owner and/or the Architectural Control Committee in compelling compliance with these Restrictions. Failure by Declarant, any Owner, or the Architectural Control Committee to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.     Severability. Invalidation of any one of these covenants by judgment or other Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**DECLARANT:**

**TEXAS DWS FAMILY HOLDINGS, LP**, a Texas  
Limited Partnership, by its General Partner:

**TEXAS DWS FAMILY HOLDINGS  
MANAGEMENT, LLC**, a Texas Limited Liability  
Company

By: \_\_\_\_\_  
**DOUGLAS W. SELLERS**, Manager

THE STATE OF TEXAS §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DOUGLAS W. SELLERS**, Manager of **TEXAS DWS FAMILY HOLDINGS MANAGEMENT, LLC**, a Texas limited liability company, general partner, on behalf of **TEXAS DWS FAMILY HOLDINGS, LP**, a Texas limited partnership, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such Partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Y:\STU Clients\Sellers.Doug\2018.05.RE.SUBDIVISION.HSR\Declaration of Covenants, Conditions and Restrictions 66.1625 acres.wpd





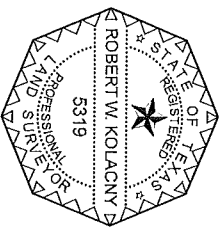
Richard Boatright League  
A - 8

A-8

P.O.B.  
TR.1

TRACT TWO (2)  
Call 75 6132 Ac.  
D.U., LLC  
B6C/78D;D.R.  
(call 141-74 Ac.)  
(Rudolph Jacob)  
(67152-1;D.R.)  
Call 141-7458 Ac.  
surveyed by Marvin Jank RPLS  
10/15/1980

FILE: Sellers Division REVISED 9-29-17.dwg  
PROJECT: W:\EastBernard\RuralGrGrar  
CRD: Lisa.CRD  
BY: PVA



NOTE: Bearings are based on the Texas Coordinate System of 1983, Texas South-Central Zone.

1. Robert W. Koliacny, Registered Professional Land Surveyor No. 5319, do hereby certify that the foregoing Plat correctly describes results of a Survey made under my supervision on the ground, July 31, 2017.

NOTE: Bearings are based on the Texas Coordinate System of 1983, Texas South-Central Zone.

~~Robert M. Kolacny~~  
~~Registered Professional Land Surveyor No. 5319~~  
~~Ph. (979) 532-8056~~

140 S. HOUSTON STREET | WHARTON TEXAS 77488 | 979.532.8056  
- Registered Professional Land Surveyors -  
OFFICE (979) 532-8056 - kolacny.survey@gmail.com

**ROBERT  
KOLACNY**  
AND ASSOCIATES, L.L.C.  
RPLS#5319  
FIRM#00700

Legend	
○	1/2" I.R. Set Capped #5319
⊗	1/2" I.R. Found
⊕	5/8" I.R. Found

# SURVEY PLAT

County Road No. 289 (width varies)

Hrs. J. Scott  
A - 56

A - 56  
EXHIBIT B