

0582

---

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**OF GATES RANCH**

**Effective January 31, 2013**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION**

---

## TABLE OF CONTENTS

<b>Article I. DEFINITIONS.....</b>	<b>1</b>
Section 1.01    “ACC” .....	1
Section 1.02    “Association” .....	1
Section 1.03    “Common Area” .....	1
Section 1.04    “Declarant” .....	2
Section 1.05    “Improvement” .....	2
Section 1.06    “Main Roads” .....	2
Section 1.07    “Owner” or “Owners” .....	2
Section 1.08    “Property” .....	2
Section 1.09    “Resale” .....	2
Section 1.10    “Tract” .....	2
<b>Article II. USE RESTRICTIONS AND ARCHITECTURAL CONTROLS .....</b>	<b>2</b>
Section 2.01    Uses .....	2
Section 2.02    Prohibition of Trade and Offensive Activities .....	3
Section 2.03    Use of Temporary Structures .....	3
Section 2.04    Storage of Automobiles, Boats, Trailers and other Vehicles .....	3
Section 2.05    Agricultural Use .....	3
Section 2.06    Other Prohibited Uses and Activities .....	4
Section 2.07    Visual Screens on Tracts .....	5
Section 2.08    Signs, Advertisements and Billboards .....	5
<b>Article III.       ARCHITECTURAL RESTRICTIONS; CONSTRUCTION OF                   IMPROVEMENTS.....</b>	<b>5</b>
Section 3.01    Architectural Control Approval Required .....	5
Section 3.02    Submittal Requirements .....	6
Section 3.03    Construction of Improvements .....	6
Section 3.04    Design Guidelines .....	6
Section 3.05    Time Periods for Approval .....	6
Section 3.06    Architectural Control Committee .....	6
Section 3.07    Exterior Materials .....	6
Section 3.08    Easements .....	7
Section 3.09    Permitted Fencing .....	7
Section 3.10    Building Setback Requirements .....	7
Section 3.11    Walls, Fences and Hedges .....	7
Section 3.12    Roofing Materials .....	8
Section 3.13    Maximum Height of Antennae .....	8
Section 3.14    Septic Systems .....	8
Section 3.15    Water System .....	8
Section 3.16    Composite Tract .....	8
Section 3.17    Resubdivision .....	8
Section 3.18    Drilling Operations .....	9
Section 3.19    Tract Maintenance .....	9
Section 3.20    Hazardous Materials .....	9

<b>Article IV. COVENANT FOR MAINTENANCE ASSESSMENTS .....</b>	<b>10</b>
Section 4.01   Creation of Lien and Personal Obligation of Assessments .....	10
Section 4.02   Purpose of Assessments.....	10
Section 4.03   Maximum Annual Assessment .....	10
Section 4.04   Special Assessments for Capital Improvements .....	10
Section 4.05   Notice and Quorum for any Action Authorized Under Section 4.03 and Section 4.04 .....	11
Section 4.06   Eligibility to Vote .....	11
Section 4.07   Rate of Assessment .....	11
Section 4.08   Date of Commencement of Assessments; Due Dates .....	11
Section 4.09   Effect of Nonpayment of Assessments; Remedies of the Association .....	12
Section 4.10   Subordination of the Lien to Mortgages .....	12
<b>Article V. GENERAL PROVISIONS .....</b>	<b>13</b>
Section 5.01   Enforcement .....	13
Section 5.02   Owner's Easement of Enjoyment .....	13
Section 5.03   Delegation of Use .....	13
Section 5.04   Voting .....	13
Section 5.05   Amendment .....	13
Section 5.06   Assignment to Association .....	14
Section 5.07   Annexation .....	14
Section 5.08   Gender and Number .....	14
Section 5.09   Headings .....	14
Section 5.10   Execution by the Association .....	14
<b>Article VI. ARBITRATION AGREEMENT .....</b>	<b>14</b>
Section 6.01   Arbitration Agreement .....	14
<b>Article VII. COMPLIANCE WITH LAWS .....</b>	<b>15</b>
Section 7.01   Compliance with Laws .....	15

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF GATES RANCH**

THE STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WASHINGTON           §

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the “Restrictions”) IS MADE BY WOLFF WASHINGTON COUNTY PARTNERS, LTD. (“Declarant”).

**WHEREAS**, certain tracts of land totaling 651.304 acres, more or less, out of and part of the Micajah Byrd Survey, A-21, the Wm. Gates Survey, A-46 and the Wm. Dever Survey, A-38 in Washington County, Texas, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “Property”) are presently subject to that certain Declaration of Covenants, Conditions, and Restrictions of Gates Ranch recorded in Volume 1300, Page 464 of the Official Records of Washington County, Texas (the “Existing Covenants”) originally imposed on the Property by Declarant; and

**WHEREAS**, Declarant has the authority under the Existing Covenants to amend, modify or terminate, in whole or in part, the Existing Covenants; and

**WHEREAS**, Declarant desires to restate and replace the Existing Covenants in their entirety as herein provided.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and detriments, Declarant hereby supersedes, restates and replaces the Existing Covenants in their entirety, and hereby declares that the Property shall be held, sold and conveyed subject to the Restrictions for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant and the Owners.

**Article I.**

**DEFINITIONS**

**Section 1.01** “ACC” shall mean and refer to the Architectural Control Committee.

**Section 1.02** “Association” shall mean and refer to the Gates Ranch Property Owners Association, Inc., its successors and assigns.

**Section 1.03** “Common Area” shall mean and refer to all real property (if any) owned by the Declarant or the Association for the common use and benefit of the Owners of the tracts

including any parklands and easements retained and reserved in any sale of Tracts or conveyed to the Association. Such Common Area may be changed from time to time by Declarant until Declarant has sold all of its Tracts.

**Section 1.04** “Declarant” shall mean and refer to Wolff Washington County Partners, Ltd. and its successors or assigns but shall not include any other Owner of one or more Tracts.

**Section 1.05** “Improvement” shall mean and refer to any structure built on a Tract.

**Section 1.06** “Main Roads” shall mean and refer to Farm to Market Road 2726 or any other public road adjoining a boundary of the Property.

**Section 1.07** “Owner” or “Owners” shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.08** “Property” shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 1.09** “Resale” shall mean the sale of any Tract by an Owner other than Declarant.

**Section 1.10** “Tract” shall mean and refer to (a) any parcel of land out of the Property as shown upon any properly recorded subdivision map of the Property, if any, or (b) any parcel of land out of the Property conveyed by Declarant and described by metes and bounds. Such Tracts may be subject to easements that are or will be defined as Common Areas.

## Article II.

### USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

**Section 2.01** Uses. Each Tract shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter.

A. The Primary Residence shall be a single-family residential dwelling and other appurtenant structures (including a private garage, guest houses, and servants' quarters).

B. Barns, stables, sheds, storage buildings, and other structures for agricultural use are permitted only if specifically approved in writing by the ACC in its sole and absolute discretion. An approved barn may include an apartment for employees or guest quarters.

C. Mobile homes and recreational vehicles for use as a residence are prohibited.

D. Modular homes and/or homes with prefabricated components that are permanently affixed to a foundation are permitted, subject to compliance with Section 3.01.

E. For purposes of these Restrictions, carports shall be considered to be an Improvement, whether attached or freestanding.

F. Individual ponds may be constructed on a Tract so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Property. The locations of such ponds shall be subject to the approval of the ACC.

G. No multi-family Improvements may be constructed on any portion of the Property. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Tract. It is permitted for tenants to lease a Primary Residence, so long as tenants are leasing the entire Tract and Improvements comprising the Tract.

**Section 2.02 Prohibition of Trade and Offensive Activities.** There shall be no improvements on, or use of any portion of, any Tract for retail, industrial, multifamily, office building, or mixed-use commercial construction on any Tract. Noxious or offensive activities of any sort including loud noises or anything done on any Tract that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. A home office is permitted.

**Section 2.03 Use of Temporary Structures.** Structures of a temporary character, mobile homes, trailers, tents, shacks, garages, barns or other outbuildings shall only be used during a twenty-four (24) month period following the initial purchase of a Tract from Declarant. These temporary structures may also be used as building offices and for related purposes during the construction period. Such structures shall be aesthetically pleasing, but inconspicuous and shall be removed promptly after completion of construction.

**Section 2.04 Storage of Automobiles, Boats, Trailers and other Vehicles.** No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be temporarily, semi-permanently or permanently stored in any public street right-of-way or driveways. Storage of such items and vehicles must be screened from view from any public street and from the Primary Residence of any adjoining Tract, either within a garage or behind a fence. No inoperable boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be temporarily, semi-permanently or permanently stored on any Tract, unless such storage is within an approved barn, garage or accessory structure.

**Section 2.05 Agricultural Use.** For purposes hereof, the term "agricultural use" shall be limited as follows:

A. Cattle, horses, mules, donkeys, goats, domestic fowl, and similar livestock shall be permitted; however, feedlot operations and commercial poultry operations of any type whatsoever are strictly prohibited.

B. Swine, sheep or other such livestock shall be permitted to the extent they are used solely for 4H Club, Future Farmers of America ("FFA"), or similar organization projects, and then not to exceed the number of animals required for two (2) entries per 4H Club or FFA member.

C. Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" provided they are kept, bred or maintained for non-commercial purposes (which term shall not include "hobby breeding"). The preceding exception shall not be construed to permit an excessive number of animals on any Tract without the written approval of the ACC. At all times, owners of Pets must be able to exhibit a current rabies vaccination for such animal from a licensed veterinarian.

D. Other animals may be kept or maintained on any Tract only with the prior written approval of the ACC which may be given or approved in their sole discretion. The Association has the right to adopt rules and regulations concerning the keeping of animals, including Pets, on the Property and means to enforce such.

E. All lots, pens, and other areas where livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Tracts. The location of such enclosures shall be subject to the prior written approval of the ACC.

Except for the limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited.

#### **Section 2.06 Other Prohibited Uses and Activities.**

A. No pistol, rifle, shotgun or any similar firearm or fireworks or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:

- i. for the protection of the Owners of the Tracts and their property or animals from predators or nuisance varmints, including feral hogs; and
- ii. for sport shooting (limited to shotguns) such as skeet or clay pigeons in a manner that is safe for the Owners of other Lots and not within one hundred (100) yards of any common property line, or any property line abutting a public street or roadway; and
- iii. upon having received written permission of the Association.

The Owner assumes all responsibility for the use and discharge of shotguns on such Owner's Tract. The Association has the right to adopt from time to time rules and regulations concerning the use of firearms and fireworks on the Property.

B. Wind turbines for electrical power generation are prohibited; *provided, however,* common windmills for water and agricultural purposes shall be permitted,

subject to the prior written approval of the ACC as to design of the windmill and its location on the Tract.

C. The use of all-terrain utility vehicles is permitted; *however*, the term "all-terrain utility vehicles" shall not be deemed to include unlicensed motorcycles, go-carts, dune buggies and similar motorized vehicles, the use of which shall be strictly prohibited.

D. Except for such limited clearing as might be required for erection and installation of a fence between Tracts which shall, in any event, be limited to twenty (20) feet on either side of such fence, any and all clearing within Building Setback Requirements shall be prohibited without the prior written approval of the ACC; provided however, that nothing contained herein shall constitute permission by any adjacent Owner to encroach on that Owner's property for the purpose of constructing or maintaining any such fence.

**Section 2.07 Visual Screens on Tracts.** All yard equipment, wood piles or storage piles shall be kept screened from public view and maintained in a neat and orderly manner so as to conceal stored items from public view and/or from the Primary Residence of neighboring Tracts, streets or other property.

**Section 2.08 Signs, Advertisements and Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed on any Tract; *provided, however*, that at the expiration of a period of two (2) years after Declarant conveys a Tract to the Owner, the Owner may place one (1) sign of not more than four feet by four feet (4' x 4'), advertising the Tract for sale. Declarant or its assigns shall have the right to remove any such sign, advertisement, billboard or structure which is placed on a Tract in violation hereof, and in doing so shall not be subject to any liability for trespass or other damages in connection therewith or arising from such removal. Notwithstanding anything herein contained to the contrary, as long as it owns land in the Property, Declarant or its assigns may maintain in or upon such portions of the Property as Declarant may determine, such facilities to assist in Declarant's efforts to market any portion of the Property as in its sole discretion may be necessary or convenient, including without limitation offices, storage areas, model units and signs. In addition, notwithstanding anything contained herein to the contrary, Declarant may erect permanent signage identifying the Property and providing for way-finding throughout the Property. Such identity and way-finding signage may be landscaped as appropriate, shall be located within Common Areas or easements, and shall be maintained by and at the expense of the Association.

### Article III.

#### **ARCHITECTURAL RESTRICTIONS; CONSTRUCTION OF IMPROVEMENTS**

**Section 3.01 Architectural Control Approval Required.** No buildings or improvements of any character shall be erected or placed on any Tract, or the erection thereof begun, or changes made thereto after approval of the original plans and/or construction therefor, until the construction plans and specifications and a site plan showing the location of the



structure or improvements (or, if applicable, any revised construction plans, specifications and site plans) have been submitted to and approved in writing by the ACC

**Section 3.02 Submittal Requirements.** The ACC encourages architectural design that is in keeping with the rural character of Washington County in general and Gates Ranch in particular. Required submittals to the ACC shall be made to the Association at its offices located at 20 Briar Hollow Lane, Houston Texas 77027 or such other address as the Association shall designate by an amendment to these Covenants filed for record in the Official Records of Washington County, Texas. Such submittals must contain (a) a survey by a surveyor licensed by the State of Texas showing the location of the improvements on the Tract, (b) a site plan, (c) an architectural elevation, (d) specifications and samples of primary building materials including colors, where applicable, (e) utilities and (f) a finished grading plan. The ACC does not require details as to the interiors of any Improvements.

**Section 3.03 Construction of Improvements.** The Primary Residence shall not exceed thirty feet (30') in height as measured from the ground to the ridge-line of the roof, but not including chimneys, and may include a private garage and/or carport and other appurtenant structures (including guest houses or servants' quarters).

**Section 3.04 Design Guidelines.** The ACC shall have the right from time to time to promulgate more specific criteria for landscaping and building design and materials ("Design Guidelines") and may promulgate modifications of the Design Guidelines, if any; provided that (a) such modifications shall not materially lessen, in the judgment of the ACC, the standards for quality and aesthetics previously established in these Covenants or previously promulgated Design Guidelines, (b) such modifications shall not require any Owner to change any existing improvements or landscaping which were previously approved by the ACC, and (c) where any part of the Design Guidelines conflicts with these Covenants, the provisions of these Covenants shall prevail.

**Section 3.05 Time Periods for Approval.** In the event the ACC fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents (including any fee provided for in this Declaration), approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

**Section 3.06 Architectural Control Committee.** Declarant hereby retains its right to assign the duties, powers, and responsibilities of the ACC to the Association and the term "Architectural Control Committee" or "ACC" shall include the Association. The initial members of the ACC shall be David S. Wolff, Elizabeth W. Rogers and David L. Lane. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC 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 3.07 Exterior Materials.** Unless otherwise approved in writing by the ACC in its sole and exclusive discretion, the exterior materials of the main residential structure and any

attached garage, carport, guest houses, and servants' quarters shall be constructed of masonry, stone, stucco, Hardiplank™ or an equivalent material approved by the ACC, cedar, or other wood siding. Use of concrete masonry units, whether smooth or split-face, shall be subject to the approval of the ACC in its sole discretion.

**Section 3.08 Easements.** Declarant reserves for its benefit and for the benefit of the Association an easement twenty feet (20') wide along the frontage of any public roadway for landscaping, fencing and beautification of the Property; provided, however, that nothing contained in this Section 3.08 shall operate so as to preclude any Owner from erecting entry gates to a Tract, which entry gates may encroach on the easement areas provided for above. In any case in which such entry gates are erected, the easements provided for above shall be deemed automatically to be revised without the necessity for any further action related thereto by either Owner, Declarant or the Association, to follow the contours of the entry gates as opposed the right-of-way boundary of Farm to Market Road 2726, all as more specifically illustrated in Exhibit B attached hereto and made a part hereof.

In the event any Tract is conveyed by metes and bounds description, and not by recorded plat, and such conveyance is permitted by all laws, ordinances, rules and regulations of any governmental authority having jurisdiction with respect to such matters, a twenty-foot (20') wide easement along each property line of such Tract is hereby reserved by Declarant for installation and maintenance of utilities.

Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

**Section 3.09 Permitted Fencing.** The Owner of any Tract may construct fences of any areas within the Tract for use as a "turn-out" pasture, exercise field or similar use. Access to any Common Areas will not be fenced except as otherwise provided herein.

**Section 3.10 Building Setback Requirements.** No building or other improvements shall be located on any Tract nearer than:

- A. two hundred feet (200') to the Main Roads;
- B. one hundred twenty-five feet (125') to any side or rear boundary of any Tract that forms a common boundary with any other Tract or with any remaining portion of the Property owned by Declarant under these Restrictions; and
- C. one hundred feet (100') to any other boundary of any Tract.

Any variation in these distances must be approved by the ACC.

**Section 3.11 Walls, Fences and Hedges.** It is not required that a Tract be fenced. However, any fencing which is planned for any Tract shall be subject to the prior written approval of the ACC.

**Section 3.12 Roofing Materials.** The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, standing seam metal or slate. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request. A wood or wood shingle roof shall not be permitted unless such material is warranted in writing by the manufacturer thereof as being fire-retardant.

**Section 3.13 Maximum Height of Antennae.** No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Tract, residences, or buildings except as approved in writing by the ACC. Television antennae may be attached to the residence; provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling, so as to place such antenna on the side of the dwelling facing away from any Main Road. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than twenty-five feet (25') from ground level. No portion of any Tract shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cell tower or other communication facility. Ground-mounted satellite dishes will be approved with adequate screening.

The Declarant by promulgating this Section 3.14 does not intend to violate the Telecommunications Act of 1996 (the "Act"), as same may be amended from time to time. This Section 3.14 shall be interpreted to be as restrictive as possible while not violating the Act.

**Section 3.14 Septic Systems.** Prior to occupancy of a Tract, each Tract Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Tracts, such system shall be promptly modified by Owner at Owner's expense so as to eliminate such foul or noxious odors or unsafe liquid.

**Section 3.15 Water System.** Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas. Well locations shall be subject to the approval of the ACC and shall be reflected on the utility plan submitted to the ACC in accordance with Article III, Section 3.01 hereof.

**Section 3.16 Composite Tract.** Any Owner of one or more adjoining Tracts may consolidate such Tracts into one single-family residence Tract with the privilege of placing or constructing improvements on such composite Tract, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the singular Tract lines. The combined Tract shall henceforth be considered as a single Tract and must comply with these Restrictions.

**Section 3.17 Resubdivision.** Declarant may subdivide any of the Tracts; *provided, however*, no Tract may be subdivided at any time, unless (a) all improvements thereon will, following such sub-division, be situated in compliance with these Restrictions, including the setbacks and other requirements described herein and (b) all new Tracts to be created as a result

of such sub-division contain at least twenty (20) acres of land. Any such sub-division shall be subject to the approval of the ACC in its sole and absolute discretion and to all laws and regulations of any governmental authorities having jurisdiction in such matters.

**Section 3.18 Drilling Operations.** No wells (excluding water wells), tanks, tunnels, mineral excavation, or shafts shall be conducted by any Owner upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected or maintained by any Owner upon any Tract.

**Section 3.19 Tract Maintenance.** The Owner or occupants of all Tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials, except as such burning is permitted by law, is prohibited. Notwithstanding that certain burning may be permitted by law, absolutely no such burning may take place within two hundred feet (200') of any boundary of any Tract. Each Tract owner shall arrange for garbage, rubbish and trash pickup from the Tract with sufficient frequency to prevent accumulation of such material that is offensive or presents an attraction to pests of any nature. If such service is provided and required by a municipality, the frequency established by the municipality shall control. The Association may, at its option, require each Tract Owner to purchase trash service from a single service source and charge for such service as part of the assessments described in Article IV hereof. In the event of default on the part of the Owner or occupant of any Tract in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Tract, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Tract in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Tract for the cost of such work, including an administrative fee to cover the costs of arranging for and providing such service. The Owner or occupant as the case may be agrees by the purchase or occupation of the Tract to pay such statement immediately upon receipt thereof. The charge for any such maintenance shall bear interest, shall be a lien upon the property and may be foreclosed and collected as provided in Article IV. All dumpsters or other trash receptacles shall be hidden from view. The location of dumpsters and other trash receptacles shall be subject to the approval of the ACC.

**Section 3.20 Hazardous Materials.** No Owner shall use, or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in the Property, except in compliance with all Environmental Laws (as hereinafter defined). Each Owner shall and hereby agrees to indemnify, protect, defend and hold harmless the other Owners of property within the Property from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to reasonable attorneys' fees, costs of investigation, litigation and remedial response, arising out of any Hazardous Materials used or permitted to be used by such Owner, whether or not in the ordinary course of business. For the purpose of this Section 3.21, the term (a) "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Laws, and (b) "Environmental Laws" shall mean: all federal, state, county,

municipal, local and other statutes, laws, ordinances and regulations applicable to the Property which relate to or deal with human health or the environment, all as may be amended from time to time.

#### Article IV.

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 4.01 Creation of Lien and Personal Obligation of Assessments.** Declarant, in the case of each Tract owned by Declarant within the Property, hereby covenants, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements and for repayment of funds borrowed and used in payment of capital improvements, and (3) other assessments for mowing Tracts, removing trash, or as otherwise provided in these Restrictions. Such assessments shall be established and collected as hereinafter provided. The annual, monthly, and special assessments, together with interest costs and reasonable attorneys' fees, shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Tract at the time when the assessment fell due.

**Section 4.02 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, convenience, health, safety and welfare of the Owners of the Tracts within the Property, for the improvements and maintenance of the Common Area, if any, mowing along public streets and roads adjoining the Property, maintenance of any fences installed along public streets and roads, and for any other purpose provided in these Restrictions.

**Section 4.03 Maximum Annual Assessment.** Until January 1, 2014, the maximum annual assessment shall be the sum of Fifty and No/100 Dollars (\$50.00) per acre of each Tract. From and after January 1, 2010, the maximum annual assessment may be increased to an amount in excess of five percent (5%) of the maximum assessment for the previous year only by a vote of two-thirds (2/3rds) of the Owners of the Tracts who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment each year at an amount not in excess of the maximum. Declarant may exclude any Tract that is sold to an adjoining landowner for agricultural use only from maintenance assessments for so long as such Tract is used for agricultural use only but not otherwise.

**Section 4.04 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Owners of the Tracts who are eligible to vote and who are voting in person or by proxy at a meeting duly called

for this purpose, each Owner or Owners of the Tracts being entitled to one vote per acre of each Tract owned. Notwithstanding anything contained herein to the contrary, the initial cost, if any, for construction of any access roads or perimeter fencing constructed by Declarant shall not be subject to special assessment. Each Owner may, at his option and sole expense, provide perimeter fencing for his Tract in accordance with the Design Guidelines, if any.

**Section 4.05 Notice and Quorum for any Action Authorized Under Section 4.03 and Section 4.04.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 and Section 4.04 shall be sent by first class U.S. mail to all Owners of the Tracts (as such ownership is recorded on the books and records of the Association) not less than thirty (30) days nor more than sixty (60) days prior to such meeting. At the first such meeting called, the presence of Owners of the Tracts or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Tracts eligible to vote shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.06 Eligibility to Vote.** Eligibility to vote or serve as a representative, director or officer shall be predicated upon being an Owner who must be in good standing with the Association. To be in good standing, the Owner must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Owner shall be allowed to vote or hold office if that Owner is noted within the records of the Association to have a current deed restriction violation on one or more Tracts.

**Section 4.07 Rate of Assessment.** All Tracts in the Subdivision shall commence to bear their applicable maintenance fund assessment simultaneously and Tracts in the Subdivision that are owned by Declarant are not exempt from assessment. Tracts that are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Section 4.03 and Section 4.04 hereof. Tracts in the Subdivision that are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Tract, within a calendar year, can change as the character of ownership and the status of the occupancy by a resident change, and the applicable assessment for such Tract shall be prorated according to the rate required during each type of ownership.

**Section 4.08 Date of Commencement of Assessments; Due Dates.** The annual and monthly assessments provided for herein shall commence as to all Tracts in the Subdivision when the first Tract therein is deeded by Declarant to an Owner, a builder or building company. The first annual assessment shall be adjusted according to the number of months remaining in the then-current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent by first class U.S. mail to every Owner subject thereto. The Board of Directors shall establish the payment dates. The

Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

**Section 4.09 Effect of Nonpayment of Assessments; Remedies of the Association.**

A. ANY ASSESSMENT OR OTHER AMOUNT DUE TO BE PAID TO DECLARANT, THE ASSOCIATION OR THE ACC UNDER THESE RESTRICTIONS, WHICH IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE UNTIL PAID AT THE LESSER OF THE HIGHEST RATE ALLOWED BY LAW OR EIGHTEEN PERCENT (18%) PER ANNUM, SUBJECT TO ANY LIMITATION UNDER THE TEXAS PROPERTY CODE. The Association or Declarant may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Tract involved. No Owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Common Area, if any, or abandonment of his Tract.

B. Additionally, any unpaid assessment shall give the Association the right to bring an action at law to enforce the lien against the property and the Owner personally obligated to pay the assessment, and to take whatever other legal action is necessary to protect the rights of the Association and/or the remaining Owners. The lien or liens provided herein as security for the assessment shall be in favor of the Association and shall be for the benefit of all other Owners. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien. Non-judicial foreclosure shall be conducted in accordance with the then applicable laws of the State of Texas, including, but not limited to Chapters 51 and 209 of the Texas Property Code, and notice and posting of sale shall be in compliance with such laws. The Board is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association shall have the power to bid on the Tract at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

**Section 4.10 Subordination of the Lien to Mortgages.** The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Tract involved. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the

lien thereof (whether such Tract shall then be owned by the foreclosing lender or any third party), but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Tract.

## Article V.

### GENERAL PROVISIONS

**Section 5.01 Enforcement.** All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions; conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 5.02 Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Tract subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Tract remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations; and

B. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Tracts. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners of the Tracts eligible to vote agreeing to such dedication or transfer has been recorded in the Deed Records of Washington County, Texas.

**Section 5.03 Delegation of Use.** In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

**Section 5.04 Voting.** Wherever in these Restrictions any matter requires a vote, such voting shall be computed on the basis of one vote for each acre owned by the Owner of a Tract who is eligible to vote, or by the Declarant in its capacity as the owner of any portion of the Property. Fractional acreage owned by any voting entity shall be entitled to the same fractional portion of a vote. Thus, by way of illustration, the Owner of a Tract which consists of one hundred two and one-half (102.5) acres of the Property who is eligible to vote shall be entitled to 102.5 votes.

**Section 5.05 Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20)



years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by Declarant and those Owners of the Tracts owning not less than ninety percent (90%) of the Tracts (including Declarant in its capacity as the owner of any portion of the Property), and thereafter by an instrument signed by Declarant and those Owners of the Tracts owning not less than seventy-five percent (75%) of the Tracts (including Declarant in its capacity as the owner of any portion of the Property). Declarant may amend this Declaration without approval or consent of Owners of the Tracts by an instrument signed by it any time during a period ending on the earlier of (i) June 30, 2021 or (ii) when the Declarant has sold ninety percent (90%) of the Tracts (including Declarant in its capacity as the owner of any portion of the Property). No person shall be charged with notice of or inquiry with respect to any amendment unless and until it has been filed for record in the Deed Records of Washington County, Texas. Voting in all cases shall be computed as described in Section 5.05 above.

**Section 5.06 Assignment to Association.** Declarant may assign to the Association any rights or duties provided in these Restrictions to be the right or duty of the Declarant, without the approval or joinder of any other person. Such assignment shall be evidenced by an appropriate instrument filed for record in the Deed Records of Washington County, Texas. The Association will thereafter be responsible for all duties and obligations of the Declarant in these Restrictions by the terms of such assignment.

**Section 5.07 Annexation.** Declarant may annex additional property and/or Common Area to the Property without approval or consent of Owners of the Tracts.

**Section 5.08 Gender and Number.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**Section 5.09 Headings.** The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

**Section 5.10 Execution by the Association.** The Association, by joining in the execution hereof, agrees to be bound by all the terms and provisions of this Declaration.

## Article VI.

### **ARBITRATION AGREEMENT**

**Section 6.01 Arbitration Agreement.** All disputes, claims, and controversies between Declarant and Owner, whether individual, joint or class in nature, arising from the Restrictions, any document executed in connection therewith or otherwise, including without limitation contract and tort disputes, injunctive relief, or declaratory judgments, shall be arbitrated pursuant to the Federal Arbitration Act and the Rules of the American Arbitration Association upon request by either Declarant or Owner. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this Arbitration Agreement and in accordance with this Arbitration Agreement and Commercial Arbitration Rules of the American Arbitration Association.

**Article VII.**

**COMPLIANCE WITH LAWS**

**Section 7.01 Compliance with Laws.** At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Tract and any Improvement thereon. If any provision contained in these Restrictions or any Amended or Supplemental Restrictions or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.


*[The remainder of this page has been intentionally left blank.]*  
*[Signatures and acknowledgments are on following pages.]*

**EXECUTED** to be effective as of January 31, 2013.

**DECLARANT:**

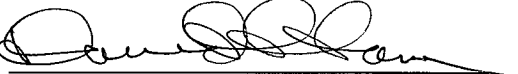
**WOLFF WASHINGTON COUNTY  
PARTNERS, LTD.**

By: **WOLFF HOLDINGS GP, LLC,**  
its General Partner

By:   
Name: David L. Lane  
Title: Executive Vice President  
Date: JANUARY 31, 2013

**THE ASSOCIATION:**

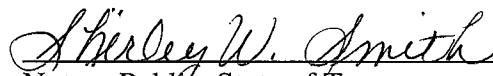
**GATES RANCH PROPERTY  
OWNERS' ASSOCIATION**

By:   
Name: David L. Lane  
Title: Vice President  
Date: JANUARY 31, 2013

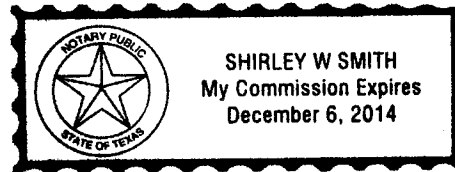
ACKNOWLEDGMENTS

STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §

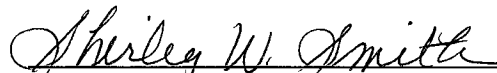
This instrument was acknowledged before me on January 31, 2013 by DAVID L. LANE, in his capacity as Executive Vice President of WOLFF HOLDINGS GP, LLC, the General Partner of WOLFF-WASHINGTON COUNTY PARTNERS, LTD., a Texas limited partnership, and on behalf of such limited liability company.

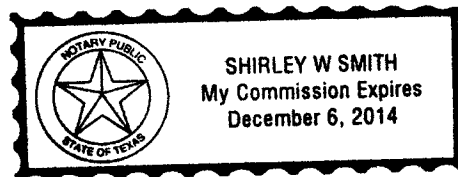
  
Notary Public, State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §



This instrument was acknowledged before me on January 31, 2013 by DAVID L. LANE, in his capacity as Vice President of GATES RANCH PROPERTY OWNERS' ASSOCIATION, INC. a Texas non-profit corporation, and on behalf of such non-profit corporation.

  
Notary Public, State of Texas



## Exhibit A

1. All that certain 513.9 acre tract of land, more or less, out of the Micajah Byrd Survey, A-21, the Wm. Gates Survey, A-46 and the Wm. Dever Survey, A-38 in Washington County, Texas, more particularly described in Exhibit A-1 attached hereto and made a part hereof for all purposes.
2. All that certain 70.133 acre tract of land, more or less, out of the Micajah Byrd Survey, A-21 and the Wm. Dever Survey, A-38 in Washington County, Texas, more particularly described in Exhibit A-2 attached hereto and made a part hereof for all purposes.
3. All that certain 49.881 acre tract of land, more or less, out of the Micajah Byrd Survey, A-21 in Washington County, Texas, more particularly described in Exhibit A-3 attached hereto and made a part hereof for all purposes.
4. All that certain 17.533 acre tract of land, more or less, out of the Micajah Byrd Survey, A-21 in Washington County, Texas, more particularly described in Exhibit A-4 attached hereto and made a part hereof for all purposes.

## EXHIBIT A-1

Fieldnotes description to accompany survey plat of a 513.9 acre tract of land situated approximately 4 miles S15°E of Old Washington, and 17 miles N63°E of Brenham, in Washington County, Texas. The said tract being a portion of Abstract 21, Micajah Byrd, original grantee; a portion of Abstract 38, William Dever, original grantee; a portion of Abstract 46, William Gates, original grantee; being all of that certain 514.0 acre tract of land (Exhibit "B-2") conveyed to Farouk Alatar, Trustee by an instrument (1164/414) recorded in the Washington County Official Public Records; and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point on the curving west right-of-way line of Farm-To-Market Road 2726 (R.O.W. varies) for the southeast corner of that certain 49.881 acre tract of land (Tract 2) conveyed to William Boenker by an instrument (313/467) recorded in the Washington County Deed Records, same being the northeast corner of the herein described tract, whence a found 1/2 inch iron bears S71°32'23"W, 0.37 feet, and whence a broken concrete monument found bears, with the said right-of-way line and the arc of a curve to the left, having a radius of 2814.671 feet, a central angle of 4°39'53", a chord bearing N15°02'47"E, 229.09 feet, for an arc distance of 229.16 feet, to the point of tangency, and S12°43'26"W, 0.96 feet;

**Thence**, with the said west right-of-way line, same being the east line of the herein described tract, the following six (6) courses:

- 1) with a curve to the right, having a radius of 2814.671 feet, a central angle of 3°06'35", a chord bearing S18°56'01"W, 152.74 feet, for an arc distance of 152.76 feet to the point of tangency;
- 2) S20°29'19"W, at a distance of 1.30 feet pass a Hodde rod found for witness ("Hodde rod" denotes a 5/8 inch iron rod with orange plastic cap stamped "Hodde & Hodde (979) 836-5681, RPLS 5197"), at a distance of 1008.15 feet pass a Hodde rod found for witness, and continuing for a total distance of 1008.52 feet to the point of curvature of a curve to the left, whence a leaning concrete monument found for witness bears S20°29'19"W, 0.40 feet;
- 3) with the said curve to the left, having a radius of 1004.888 feet, a central angle of 37°21'00", a chord bearing S01°48'49"W, 643.33 feet, for an arc distance of 655.07 feet to the point of tangency, whence a concrete monument found for witness bears N16°51'42"W, 0.38 feet;
- 4) S16°51'42"E, 1881.37 feet to a concrete monument found for the point of curvature of a curve to the right;
- 5) with the said curve to the right, having a radius of 2814.671 feet, a central angle of 11°47'40", a chord bearing S10°57'52"E, 578.38 feet, for an arc distance of 579.40 feet to a leaning concrete monument found for the point of tangency;
- 6) S05°04'02"E, 1834.85 feet to a point for the northeast corner of that certain tract of land conveyed to the Ashville Lodge No. 37, Col. A.F. & A.M. by an instrument (75/303) recorded in the said Deed Records, same being a corner of the herein described tract, whence a Hodde rod found for witness bears N86°05'07"E, 0.21 feet;

*Thence*, S86°05'07"W, 111.69 feet, leaving the said west right-of-way line, with the common line between the herein described tract and the said A.F. & A.M. Lodge tract, to a Hodde rod found for the northwest corner of same, same being an interior corner of the herein described tract;

*Thence*, S07°31'58"W, 459.88 feet with the common line between the herein described tract and at first the said A.F. & A.M. Lodge tract, and then with that certain tract of land conveyed to the Mount Zion Church by an instrument (73/89) recorded in the said Deed Records, and then with that certain 0.628 acre tract of land this same-day surveyed, to a Hodde rod found for the southwest corner of same, also being an interior corner of the herein described tract;

*Thence*, S87°38'33"E, continuing with the common line between the herein described tract and the said 0.638 acre tract, at a distance of 194.63 feet pass a Hodde rod found for witness, and continuing for a total distance of 195.04 feet to a point on the curving northwest right-of-way line of Farm-To-Market Road 2726, for the southeast corner of the said 0.638 acre tract, same being a corner of the herein described tract;

*Thence*, with the said northwest right-of-way line, same being the southeast line of the herein described tract, the following six (6) courses:

- 1) with a curve to the right, having a radius of 894.892 feet, a central angle of 45°50'40", a chord bearing S25°47'52"W, 697.09 feet, for an arc distance of 716.04 feet to the point of tangency;
- 2) S48°43'12"W, at a distance of 0.77 feet pass a leaning concrete monument found for witness, and continuing for a total distance of 165.54 feet to a concrete monument found;
- 3) S41°16'48"E, 10.00 feet to an angle point, whence a broken concrete monument found for witness bears S01°26'13"W, 0.24 feet;
- 4) S48°43'12"W, at a distance of 2627.02 feet pass a leaning concrete monument found for witness, and continuing for a total distance of 2627.64 feet to the point of curvature of a curve to the right;
- 5) with the said curve to the right, having a radius of 2814.671 feet, a central angle of 12°06'38", a chord bearing S54°46'31"W, 593.82 feet, for an arc distance of 594.93 feet, to the point of tangency, whence a leaning concrete monument found for witness bears N60°49'50"E, 1.19 feet;
- 6) S60°49'50"W, 257.37 feet to a point for the southeast corner of that certain 70.000 acre tract of land conveyed to Donna Kathleen Wilson Dunn by an instrument (755/855) recorded in the said Official Public Records, same being the southeast corner of that certain 8.95 acre tract of land conveyed to Frank Dickschat by an instrument (82/179) recorded in the said Deed Records (the said 8.95 acre tract being a portion of the said Dunn tract), and the southwest corner of the herein described tract, whence a concrete monument found on the said northwest right-of-way line bears S60°49'50"W, 700.21 feet;

*Thence*, leaving the said northwest right-of-way line, with the common line between the herein described tract and the said Dunn tract, the following three (3) courses:

- 1) N02°14'30"W, with the east line of the said 8.95 acre tract, at a distance of 0.31 feet pass a Hodde rod found for witness, and continuing for a total distance of 986.68 feet to a Hodde rod found for an angle point;
- 2) N01°33'12"W, 795.60 feet, continuing with the east line of the said 8.95 acre tract, to a Hodde rod found for an angle point;
- 3) N01°51'15"W, 406.15 feet to a 1/2 inch iron rod found for an angle point, same being the northeast corner of the said Dunn tract, and the southeast corner of that certain 127.895 acre tract of land conveyed to Carl Paschetag by an instrument (310/684) recorded in the said Deed Records;

*Thence*, N09°02'18"W, with the common line between the herein described tract and the said Paschetag tract, at a distance of 873.23 feet pass a 3/8 inch iron rod found for witness, and continuing for a total distance of 901.42 feet to a calculated point in the centerline of Doe Run Creek, on the south line of that certain 63.590 acre tract of land conveyed to Dorman V. Gresham, Trustee, by an instrument (384/278) recorded in the said Deed Records, for the northeast corner of the said Paschetag tract, same being a northwest corner of the herein described tract;

*Thence*, with the centerline of Doe Run Creek, same being the common line between the herein described tract and the said Gresham tract, the following six (6) courses to angle points:

- 1) N48°10'46"E, 48.60 feet;
- 2) N71°41'37"E, 35.22 feet;
- 3) S88°42'32"E, 100.65 feet;
- 4) N85°36'06"E, 62.53 feet;
- 5) S77°52'49"E, 52.74 feet;
- 6) S62°36'52"E, 96.71 feet to a point for the southeast corner of the said Gresham tract, same being an interior corner of the herein described tract;

*Thence*, N08°11'50"W, with the common line between the herein described tract and the said Gresham tract, at a distance of 26.43 feet pass a Hodde rod found for witness, and continuing for a total distance of 1603.75 feet to a 5/8 inch iron rod found with orange plastic cap stamped "ABSOLUTE GEOMATICS" for an angle point, same being the northeast corner of the said Gresham tract, and the southeast corner of that certain 55.000 acre tract of land conveyed to Valine L. Bartlett by an instrument (597/298) recorded in the said Official Public Records;

*Thence*, with the common line between the herein described tract and the said Bartlett tract, the following three (3) courses:

- 1) N06°49'08"W, 360.42 feet to a Hodde rod found for an angle point;
- 2) N08°25'32"W, 1254.74 feet to a 3/8 inch iron rod found for the northeast corner of the said Bartlett tract, same being an interior corner of the herein described tract;
- 3) S81°01'39"W, 24.78 feet to a 3/8 inch iron rod found for the southeast corner of that certain 99.37 acre tract of land conveyed to Hilma Buck Grebe, et vir, Arthur, by an instrument (192/547) recorded in the said Deed Records, same being a corner of the herein described tract;



*Thence*, with the common line between the herein described tract and the said Grebe tract, the following three (3) courses:

- 1) N08°07'49"W, 1281.61 feet to a 3/8 inch iron rod found for an interior corner of the said Grebe tract, same being a northwest corner of the herein described tract;
- 2) N81°57'09"E, 840.11 feet to a 3/8 inch iron rod found for the east corner of the said Grebe tract, same being an interior corner of the herein described tract;
- 3) N42°52'48"W, 979.04 feet to a Hodde rod found for the southwest corner of that certain 49.881 acre tract of land conveyed to Tina T. Boenker by an instrument (1060/635) recorded in the said Official Public Records, same being a northwest corner of the herein described tract;

*Thence*, N71°52'23"E, with the common line between the herein described tract and at first the said Tina Boenker tract, and then with the said William Boenker tract, at a distance of 3185.36 feet pass a 1/2 inch iron rod found for witness, and continuing for a total distance of 3185.73 feet to the **POINT OF BEGINNING**. The basis of bearing is the Texas State Plane Coordinate System of 1983, Central Zone. To get true north azimuths, add the convergence angle of 02°10'13.3" to the grid azimuths. The distances shown herein are grid distances. To get true ground distances, multiply by the combined scale factor of 1.000 041 8508. The said tract of land, surveyed September of 2004 and July of 2006, by William P. Bernsen, RPLS #5306, contains within these metes and bounds, 513.9 acres of land.

EXHIBIT A-2

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of the M. Byrd Survey A-21 and the Wm. Dever Survey A-38 and being the tract of land called 70.000 acres of land in a deed dated October 31, 1994 from Grady Michael Dunn to Donna Kathleen Wilson Dunn as recorded in Volume 755, Page 855 of the Official Records of Washington County, said 70.133 acre tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin lying in the North right-of-way line of F.M. Highway 2726 marking the Southwest corner of the Westway Park, Ltd. tract called 513.9 acres (1224/129 O.R.W.C.) and the Southeast corner of this tract;

THENCE with the North right-of-way line of F.M. Highway 2726 and the South line of this tract, S 60° 48' 30" W, 700.38 ft. to a found concrete monument marking the beginning of a curve to the right having a radius of 1,859.86 ft., a distance of 444.49 ft. (chord S 67° 39' 18" W, 443.43 ft.) to a set 1/2" iron pin for Southeast corner of the Marvin E. Hanson tract called 30.008 acres (854/626 O.R.W.C.) and Southwest corner of this tract;

THENCE with the East line of the Hanson tract and the West line of this tract, N 20° 41' 48" W, 1,684.24 ft. to a found 1/2" iron pin and fence corner for Northeast corner of the Hanson tract and a Southeast corner of the Carl Paschetag Estate tract called 127.895 acres (310/684 D.R.W.C.);

THENCE with the East line of the Paschetag tract and continuing with the West line of this tract, N 13° 08' 26" E, 564.57 ft. to a found 1/2" iron pin and fence corner for an interior corner of the Paschetag tract and Northwest corner of this tract;

THENCE with the South line of the Paschetag tract and the North line of this tract, N 67° 59' 01" E, 1,526.25 ft. to a found 1/2" iron pin and fence corner in the West line of the Westway Park, Ltd. tract for a Southeast corner of the Paschetag tract and Northeast corner of this tract;

THENCE with the West line of the Westway Park, Ltd. tract and the East line of this tract, S 01° 51' 15" E, 406.42 ft. to a found 1/2" iron pin and fence line angle; S 01° 33' 17" E, 795.61 ft. to a found 1/2" iron pin and S 02° 15' 08" E, 986.54 ft. to the PLACE OF BEGINNING and containing 70.133 acres of land.

## EXHIBIT A-3

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of the M. Byrd Survey A-21 and being the tract of land called 49.881 acres in a deed dated January 29, 2007 from Tina T. Boenker to Preston Boenker and wife, Melissa L. Boenker as recorded in Volume 1232, Page 820 of the Official Records of Washington County, said 49.758 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod and fence corner lying in the Northeast line of the John Patrick Boren TRACT ONE called 99.37 acres (1265/515 O.R.W.C.) for Northwest corner of the Westway Park, LTD tract called 513.9 acres (1224/129 O.R.W.C.), also the Southwest corner and PLACE OF BEGINNING of this tract;

THENCE with the Northeast line of the Boren tract and the Southwest line of this tract, N 39° 13' 20" W, 1234.81 ft. to a found 1/2" iron rod in the division line between the James Lynch Survey A-80 and the M. Byrd Survey A-21, the South line of the Karen L. Knoll tract called 117.96 acres (833/172 O.R.W.C.) for Northeast corner of the Boren tract and Northwest corner of this tract;

THENCE with said division line, the South line of the Knoll tract and the North line of this tract, N 75° 01' 20" E, 2164.54 ft. to a set 1/2" iron rod for Northwest corner of the Wilbert R. Boenker, et ux tract called 49.881 acres (471/400 O.R.W.C.) and Northeast corner of this tract;

THENCE with the West line of the Wilbert R. Boenker, et ux tract and the East line of this tract, S 15° 14' 42" E, 1141.41 ft. to a set 1/2" iron rod for Southwest corner of the Wilbert R. Boenker, et ux tract and Southeast corner of this tract;

THENCE with the North line of the Westway Park, LTD tract called 513.9 acres and the South line of this tract, S 75° 33' 21" W, 1662.88 ft. to the PLACE OF BEGINNING and containing 49.758 acres of land.

Access to this tract is provided by an easement and right of way as described in document dated July 26, 1972, executed by William Boenker, et ux to Amanda Grube Wilson, recorded in Volume 313, Page 618 of the Deed Records of Washington County, Texas which provides access for subject tract to and from F.M. Highway 2726 along an existing gravel road lying across the adjoining Wilbert R. Boenker, et ux tract called 49.881 acres (471/400 O.R.W.C.).

## EXHIBIT A-4

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of the M. Byrd Survey A-21 and being a portion of TRACT ONE called 99.37 acres in a deed dated November 9, 2007 from Gary Grebe and Gwen Grebe to John Patrick Boren as recorded in Volume 1265, Page 515 of the Official Records of Washington County, said 17.533 acre tract being more particularly described as follows:

BEGINNING at a found 1/2" iron rod and fence corner lying in the South line of the Karen L. Knoll tract called 117.96 acres (833/172 O.R.W.C.), also being the division line between the James Lynch Survey A-80 and the M. Byrd Survey A-21, marking the Northwest corner of the Wolff Washington County Partners, Ltd. tract called 49.758 acres (1283/663 O.R.W.C.) and the Northeast corner of the original TRACT ONE called 99.37 acres;

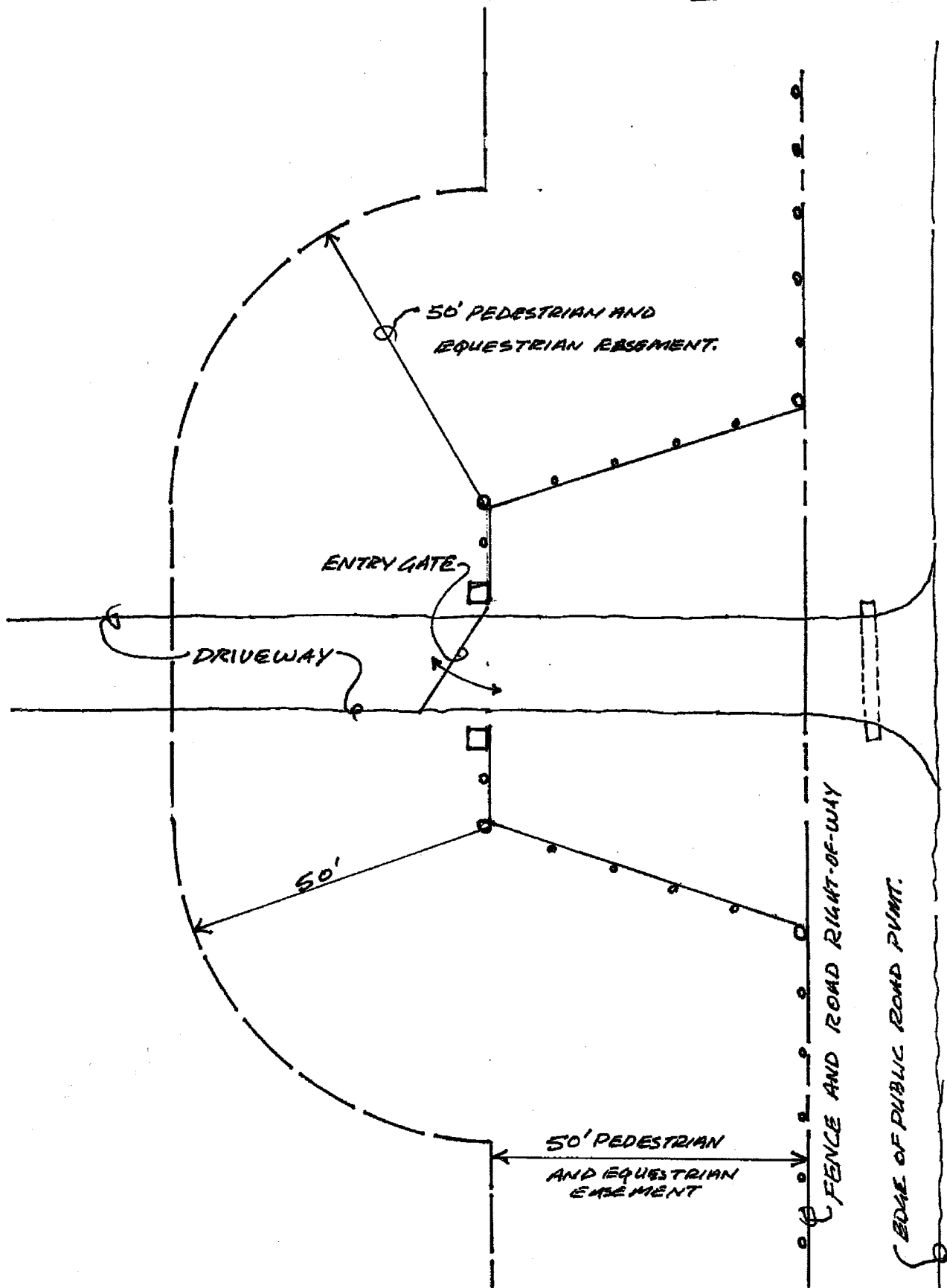
THENCE with the Southwest line of the Wolff Washington County Partners, Ltd. tract called 49.758 acres, the Northeast line of the original TRACT ONE called 99.37 acres and this tract, S 42° 53' 44" E, 1234.72 ft. to a found 5/8" iron rod and fence corner for Southwest corner of the Wolff Washington County Partners, Ltd. tract called 49.758 acres and Northwest corner of the Wolff Holdings GP, L.L.C. and David S. Wolff tract called 513.9 acres (1298/894 O.R.W.C. & 1298/902 O.R.W.C.);

THENCE continuing with the Southwest line of the Wolff Holdings GP, L.L.C. and David S. Wolff tract, the Northeast line of the original TRACT ONE called 99.37 acres and this tract, S 42° 50' 45" E, 979.13 ft. to a found 3/8" iron rod and fence corner for interior corner of the Wolff Holdings GP, L.L.C. and David S. Wolff tract for Southeast corner of this tract;

THENCE with the North line of the Wolff Holdings GP, L.L.C. and David S. Wolff tract, the South line of the original TRACT ONE called 99.37 acres and this tract, S 81° 58' 25" W, 840.12 ft. to a found 3/8" iron rod and fence corner for a lower Northwest corner of the Wolff Holdings GP, L.L.C. and David S. Wolff tract, an interior corner of the original TRACT ONE called 99.37 acres for Southwest corner of this tract;

THENCE severing the original TRACT ONE called 99.37 acres with the West line of this tract, N 21° 11' 17" W 1865.88 ft. to the PLACE OF BEGINNING and containing 17.533 acres of land.

EXHIBIT "B"



FILED FOR RECORD  
WASHINGTON COUNTY, TEXAS

2013 FEB -4 PM 4:38

*Beth A. Rothermel*  
WASHINGTON COUNTY CLERK

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on  
the date and at the time affixed hereon by me and  
was duly RECORDED in the volume and page of the  
OFFICIAL RECORDS of Washington County, Texas, as  
stamped hereon by me on

FEB - 5 2013



*Beth A. Rothermel*  
Beth Rothermel, County Clerk  
Washington County, Texas