TEXAS ASSOCIATION OF REALTORS®

NOTICE OF INFORMATION FROM OTHER SOURCES

To: BUYER:
BUYER:

From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 1280 ANDERSON RIDGE, WIMBERLEY, TX 78676

Date: March 21, 2016

(1) Broker obtained the attached information, identified as SELLERS DISCLOSURE PACKAGE INCLUDING TAR FORMS: 2501, SURVEY(DATED 01/29/2003), 1907, FIELD NOTES, TOPOGRAPHY MAP, RESTRICTIONS, 1506 & NOTICE REGARDING ,
~~from~~ OAK WILT IN CENTRAL TEXAS. FROM: SELLER, TITLE COMPANY & NOTICE AND GENERAL INFORMATION FORMS FROM TEXAS ASSOCIATION OF REALTORS. .

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: NONE.

(3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

ALLISON "AJ" HARWOOD
Broker

By: Allison AJ Harwood
ALLISON "AJ" HARWOOD

Receipt of this notice is acknowledged by:

Signature Date
BUYER:

Signature Date
BUYER:

Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

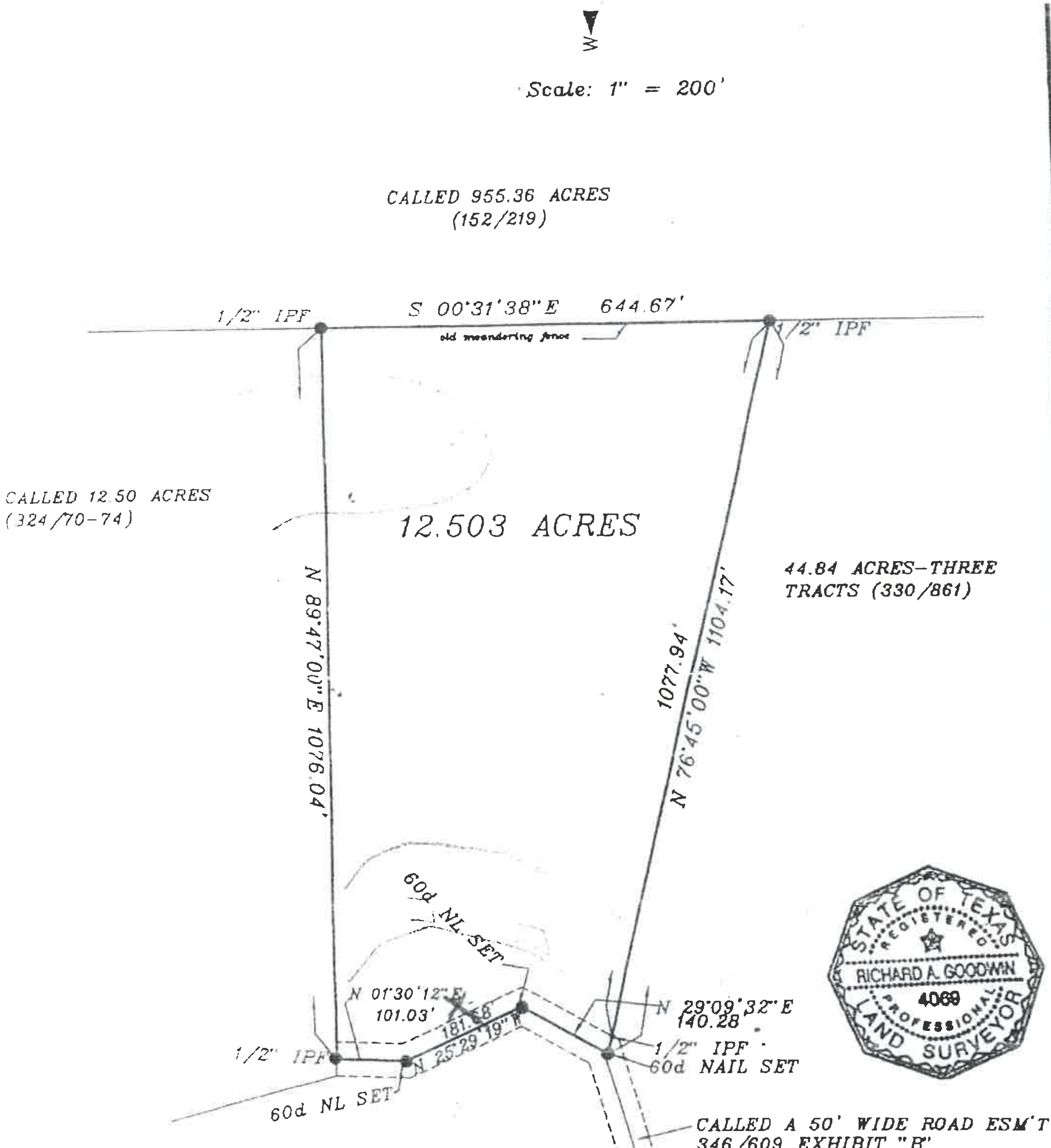
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

INITIAL

Buyer/Tenant/Seller/Landlord Initials — Date



30.937 ACRES SURVEYED
OCTOBER 18, 2000
BY S.CRAIG HOLLMIG INC.
REFERENCE 30.87 ACRE
TRACT (346/609)

INITIAL

STATE OF TEXAS
COUNTY OF COMAL

S. CRAIG HOLLMIG INC
410 N. SEGUIN
NEW BRAUNFELS TEXAS 78130
(830) 625-8555

...ing a 12.503 acre tract of land situated in
e L. C. Gibbs Survey No. 86, Abstract 206,
ays County, Texas, being the same tract of
nd called 12.5 acres described in Volume
4, Page 82 of the Deed Records of Hays
unty, Texas

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND ALL OBSERVABLE ABOVE GROUND EVIDENCE OF BUILDINGS STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN

THIS 29th DAY OF January 2003

R A Goodwin

T-47 Residential Real Property Affidavit
(May be Modified as Appropriate for Commercial Transactions)

Date: 7/7/14 GF No. ____________

Name of Affiant(s): McKay Otto & Keith A Coffee

Address of Affiant: PO Box 1829, Wimberley

Description of Property: ABS 206 GIBBS SURVEY 12.50 AC GEO#90601525
County Hays, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of ____________, personally appeared Affiant(s) who after by me being duly sworn, stated:

1. We are the owners of the Property. Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the Property and with the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as the Title Company may deem appropriate. We understand that the owner of the Property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since ____________ there have been no:

a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;

b. changes in the location of boundary fences or boundary walls;

c. construction projects on immediately adjoining property(ies) which encroach on the Property;

d. conveyance, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property;

EXCEPT for the following (If None, Insert "None" Below): PEC underground utility junction box

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to the Title Company or the title insurance company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

____

____

SWORN AND SUBSCRIBED this 7th day of July, 2014

____
Notary Public

APRIL TOOTLE
MY COMMISSION EXPIRES
August 9, 2017

(TAR- 1907) 5-01-08

S. CRAIG HOLLMIG, INC.
CONSULTING ENGINEERS - SURVEYORS
410 N. SEGUIN STREET
NEW BRAUNFELS, TEXAS 78130-5085

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN SOCIETY OF CIVIL ENGINEERS

TEXAS SURVEYORS ASSOCIATION
TELEPHONE: (830) 625-8555 • FAX: (830) 625-8556

WATER SYSTEMS • SEWER SYSTEMS • SUBDIVISIONS • LAND PLANNING • STREETS • SURVEYING

FIELD NOTES FOR A 12.503 ACRE TRACT

Being a 12.503 acre tract of land situated in the L. C. Gibbs Survey No. 86, Abstract 206, Hays County, Texas, being the same tract of land called 12.5 acres described in Volume 324, Page 82 of the Deed Records of Hays County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing N 76° 45' 00" W between iron pins found along the Southerly line of the above referenced 12.5 acre tract, said 12.503 acre tract of land surveyed under the supervision of Richard A. Goodwin, RPLS #4069, S. Craig Hollmig, Inc., and being more particularly described as follows:

BEGINNING: At a ½" iron pin found in the West line of a tract of land called 955.36 acres described in Volume 152, Page 219 of the Deed Records of Hays County, Texas, for the Southeast corner of a tract of land called 12.50 acres described in Volume 324, Pages 70-74 of the Deed Records of Hays County, Texas, for the Northeast corner of the above referenced 12.5 acre tract, for the Northeast corner and Point of Beginning of this tract;

THENCE: Along the West line of said 955.36 acre tract, the East line of the above referenced 12.5 acre tract, S 00° 31' 38" E 644.67 feet to a ½" iron pin found in same, for the Southeast corner of the above referenced 12.5 acre tract, for the Southeast corner of this tract;

THENCE: Along the South line of the above referenced 12.5 acre tract, the Northerly line of 44.84 acres - three tracts recorded in Volume 330, Page 861 of the Deed Records of Hays County, Texas, N 76° 45' 00" W passing a ½" iron pin found at 1077.94 feet and continuing a total distance of 1104.17 feet to a 60 D nail set in the centerline of a called 50' road easement, Exhibit "B", described in Volume 346, Page 609 of the Deed Records of Hays County, Texas, said point being a corner of a tract of land called 30.937 acres surveyed October 18, 2000, for the Southwest corner of the above referenced 12.5 acre tract, for the Southwest corner of this tract;

THENCE: Along the Easterly line of said 30.937 acre tract, the Westerly line of the above referenced 12.5 acre tract, same being the centerline of said 50 foot wide road easement, N 29° 09' 32" E 140.28 feet to a 60 D nail set, N 25° 29' 19" W 181.68 feet to a 60 D nail set and N 01° 30' 12" E 101.03 feet to a ½" iron pin found in the Southerly line of said 12.50 acre tract recorded in Volume 324, Pages 70-74 of the Deed Records of Hays County, Texas, for the Northwest corner of the above referenced 12.5 acre tract, for the Northwest corner of this tract;

THENCE: Along the South line of said 12.50 acre tract, the North line of the above referenced 12.5 acre tract, N 89° 47' 00" E 1076.04 feet to the Point of Beginning and containing 12.503 acres of land, more or less.

The foregoing field notes represent the results of an on-the-ground survey made under my supervision, January 29, 2003. Reference plat prepared this same date of this 12.503 acre tract.

STATE OF TEXAS
REGISTERED
RICHARD A. GOODWIN
4069
PROFESSIONAL
LAND SURVEYOR

Richard A. Goodwin, RPLS #4069

Job #03-055

INITIAL

BEING A 50 FOOT WIDE ROAD EASEMENT, 25 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING OVER A PORTION OF THAT 92.29 ACRE TRACT OF LAND CONVEYED TO FRANK M. AUSTIN, BY CHARLES R. MORRISON, JR., BY DEED NOT YET OF RECORD, AND BEING OVER A PORTION OF THAT 226 ACRE TRACT OF LAND CONVEYED TO FRANK M. AUSTIN, BY CHARLES R. MORRISON, JR., ET UX, BY DEED DATED SEPTEMBER 8, 1977, AND RECORDED IN VOLUME 301, PAGE 245, HAYS COUNTY DEED RECORDS, AND BEING ALL OF THAT 50 FOOT ROAD EASEMENT CONVEYED TO FRANK M. AUSTIN BY CHARLES R. MORRISON BY INSTRUMENT NOT YET OF RECORD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: 711 773

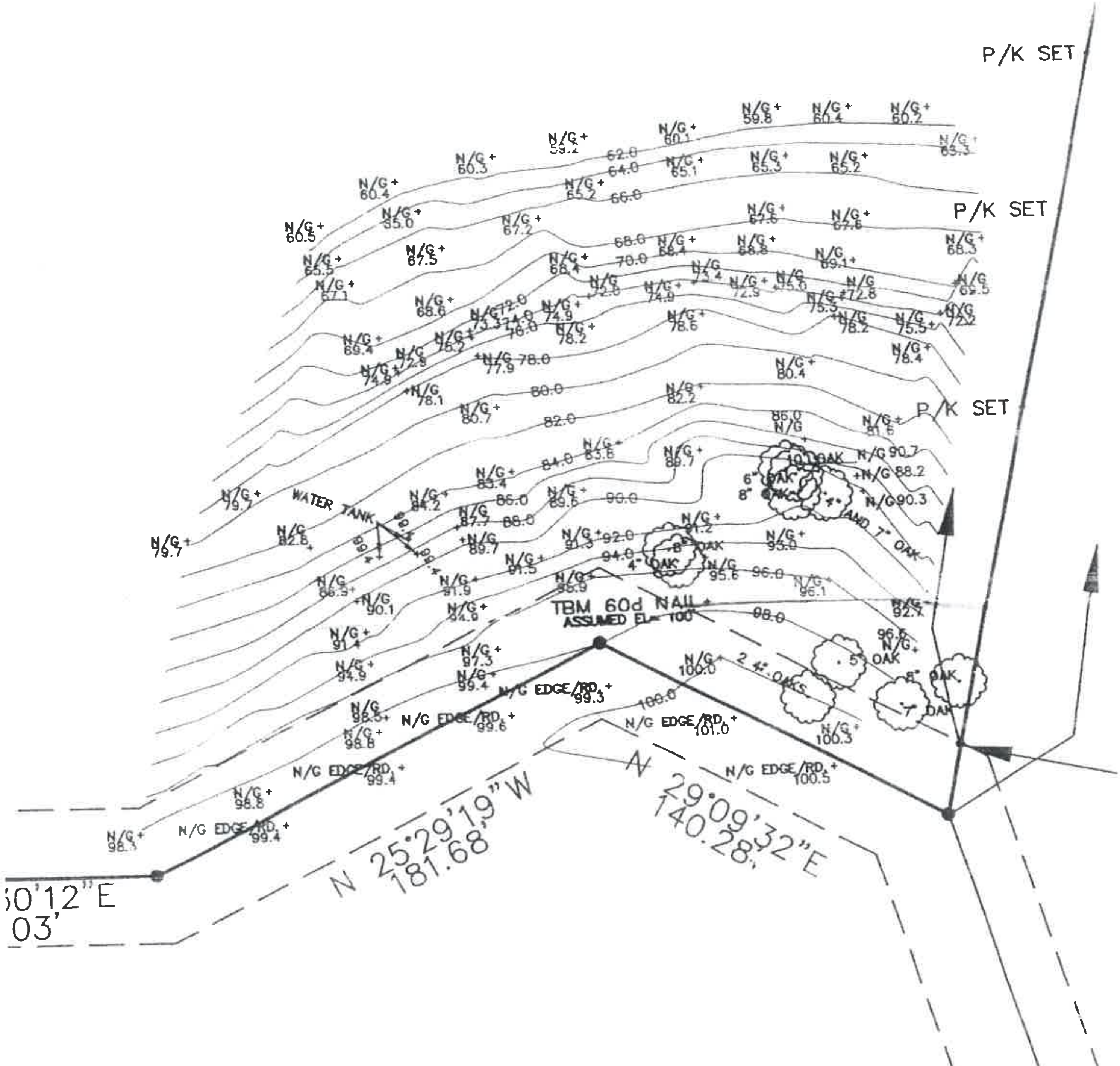
BEGINNING at a point on the centerline of Spoke Hollow County Road, as paved and used upon the ground, for the Southern Terminus of the herein described centerline and from which the Northeast corner of that 10.41 acre tract of land, described in a contract of sale by and between the Veterans Land Board, State of Texas and Phillip E. Hosey, dated December 30, 1977, and recorded in Volume 305, Page 380, Hays County Deed Records, being on the West line of that 955.36 acre tract of land conveyed to H.W. Lennie by Horace B. Pendleton, et ux, by deed dated February 2, 1952, and recorded in Volume-152, Page-219, Hays County Deed Records, and the West line of the John Cassidy Survey #87, same being the East line of the L.C. Gibbs Survey #86; A-#206, bears N 72° 43' E, 1103.52 feet;

THENCE, leaving the centerline of the said Spoke Hollow County Road, with the centerline of the herein described easement, the following courses numbered (1) thru (14):

(1) N 08° 31' W, 325.50 feet, to an angle point;
(2) N 26° 14' W, 417.79 feet, to an angle point;
(3) N 08° 03' W, 31.07 feet, to an angle point;
(4) N 21° 35' E, 87.37 feet, to an angle point;
(5) N 07° 45' W, at 73.60 feet, passing the North line of the aforementioned Austin 92.29 acre tract, same being the South line of the aforementioned Austin 226 acre tract, and continuing on in all 193.67 feet to an angle point;
(6) N 24° 17' W, 189.43 feet, to an angle point;
(7) N 40° 07' W, 351.60 feet, to an angle point;
(8) N 26° 03' E, 163.93 feet, to an angle point;
(9) N 02° 35' E, 223.72 feet, to an angle point;
(10) N 87° 59' E, 246.75 feet, to an angle point;
(11) S 88° 36' E, 173.32 feet, to an angle point;
(12) N 29° 07' E, 140.50 feet, to an angle point;
(13) N 25° 37' W, 181.87 feet, to an angle point;
(14) N 01° 19' E, 100.42 feet, to the POINT OF TERMINATION of the herein described centerline, and from which the aforementioned Northeast corner of the Hose 10.41 foot acre tract, bears S 30° 17' E, 2171.23 feet, being 50 feet wide and cover 3.24 acres of land. Surveyed August, 1978.

Exhibit B

INITIAL



30.937 ACRES SURVEYED
OCTOBER 18, 2000
BY S.CRAIG HOLLMIG INC.
REFERENCE 30.87 ACRE
TRACT (346/609)

VOL. 314 230 which is not yet or record but which is, together with any future record thereof here referred to and made a part hereof for all pertinent and legal purposes. Said Deed of Trust provides for partial releases as therein set forth under circumstances as described therein.

However, the above described property is hereby conveyed subject to the following restriction, which shall by a covenant running with the land enforceable by the Grantor, his heirs, administrators, assigns and successors: No mobile home, house trailer, tent or shack, shall be placed or erected on said property or any portion thereof, nor shall any temporary building be used as a residence.

However the above described property is hereby conveyed in all things subject to the following: Powerline which may cross the said property for which there is no recorded easement; One-sixteenth royalty interest described in instrument from Dreabon Copeland to Frank Reinhart, dated May 20, 1956, recorded in Vol.175, Page 507, Hays County, Texas Deed Records; Telephone easement which crosses said property for which there is no recorded easement; The portion of said property which lies within the public road; The right of way easement previously granted to Frank M. Austin, Jr. recorded in Vol. 301, Page 250, Hays County Deed Records.

However, the above described property is conveyed subject to the following reservation: There is hereby expressly reserved unto Grantors, their heirs, successors, or assigns, one sixty fourth (1/64) royalty interest in and to the oil, gas, sulphur, coal, minerals of any kind in and to the above described property as well as the engress and egress to such property for the right of mining, excavating, drilling or otherwise removing from such land any such minerals.

TEXAS ASSOCIATION OF REALTORS®

GENERAL INFORMATION AND NOTICE TO A BUYER

Be an informed buyer. Make sure that the property you want to purchase meets your needs. The following information may assist you during your purchase.

ANNEXATION. If the property you buy is outside the limits of a municipality, you should be aware that the property may later be annexed by a nearby municipality. You may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. You may work with the broker or with one of the broker's agents. You will be provided a form titled "Information About Brokerage Services" (TAR 2501) which defines agency relationships. The agent may help you locate a property and is obligated to *negotiate* the transaction. The agent may assist you in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. You are encouraged to seek the assistance of an attorney to help you understand any of the legal consequences and provisions of your contract or transaction.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If you are concerned that environmental hazards, wetlands, or endangered species may be present on the property you wish to buy, you should hire a qualified expert to inspect the property for such items. You may include a promulgated addendum (TAR 1917) in your contract that may address such matters.

Lead-Based Paint. If you buy a property that was built before 1978, federal law requires that you be provided with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TAR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If you are concerned about such matters, have the trees and other plants inspected by a professional of your choice.

Noise. Properties around the property you may buy are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). You are encouraged to drive to review the area around any property in which you are interested at various times and days.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if you buy a property that is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. Check with your inspector and other experts on preventive methods that you can follow to minimize the risk of such movement.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. The Texas Association of REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TAR 1414), which discusses flood hazard areas and floodways in more detail. You are encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If you are concerned whether the property you wish to buy is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. You are encouraged to have the property you want to buy inspected by licensed inspectors of your choice. You should have the inspections completed during any option period. <u>You should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not posses any special skills, knowledge or expertise concerning inspections or repairs.</u> If you request names of inspectors or repair professionals from your agent, you should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. You and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs you may request before the option period expires.

Walk-Through. Before you close the sale, you should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, notify your agent before you close.

MANDATORY OWNERS' ASSOCIATIONS. The property you buy may require you to be a member in one or more owners' associations. You may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). You may be required to pay for the subdivision information unless you negotiate otherwise in the contract. If membership in an owners' association is required, you will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or a part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms": (TAR No. 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, other real estate professionals, and the appraisal districts) have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. <u>The broker or agent who provides you with information from the MLS does not verify the accuracy of the information. You should independently verify the information in the MLS and not rely on the information.</u>

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. You may need to verify with the lender if the loan will fund on the day of closing. You should also take this potential delay into account when planning your move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, contact your insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TAR 2508), which discusses property insurance in more detail.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If you request names of residential service companies from your agent, you should note that the agent is not making any representation or warranty about the service company.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that your agent may provide to you or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. You are encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TAR 1407) for more information. You should also determine if the county requires any registration or other action in order for you to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. If you are concerned about sex offenders who may reside in the area in which you are buying, access www.txdps.state.tx.us. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If you base your purchase price on the size of the property's building and structures, you should have any information you receive about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property you buy may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). You are likely to receive a prescribed notice when buying property in such a district.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. You should obtain a survey early enough in the transaction to help you identify any encroachments, encumbrances to title, or restrictions. Your contract will typically contain a provision under which you may obtain or be provided with a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property you wish to buy has synthetic stucco, ask your inspector to carefully inspect the siding and ask your inspector any questions you may have.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. You will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. You must strictly comply with the time period under the option. The option period is not suspended or extended if you and the seller negotiate repairs or an amendment. If you want to extend the option period you must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. Do not rely on any oral extensions.

TIDE WATERS. If the property you buy adjoins any of the state's tidal waters, you will be given a prescribed notice titled, "Addendum for Coastal Area Notice" (TAR 1915) at the time you sign a contract. Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Canal, you will receive a separate notice (TAR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. You should obtain a title insurance policy or have an abstract of title covering the property examined by your attorney. If you obtain a title insurance policy, you should have the commitment of title insurance reviewed by your attorney not later than the time required under your contract.

UTILITIES. You should evaluate what utilities you will require and check to be sure that the utilities available in the area suit your needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires notice to a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. You can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing http://texasalmanac.com/topics/environment/lakes-and-reservoirs.

WATER WELLS. If the property you buy has a water well, you should have, and the lender may require, the equipment inspected and water tested. You should also determine if the county requires any registration or other action in order for you to begin using the water well.

OTHER.

This form was provided by:	By signing below I acknowledge that I received, read, and understand this information and notice.
Broker's Printed Name	Buyer — Date
By: Broker's Associate's Signature — Date	Buyer — Date

INITIAL

1280 ANDERSON

NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

1280 ANDERSON RIDGE, WIMBERLEY, TX 78676

THERE MAY BE OAK WILT ON THE PROPERTY THAT YOU ARE ABOUT TO PURCHASE

OAK WILT is one of the most destructive tree diseases in the United States. The disease has killed more than 1 million trees in Central Texas. Oak wilt is caused by the fungus *Ceratocystis fagacearum*. The spores of the fungus invade and clog the tree's water conducting system, call xylem.

Oak wilt has been found in over 60 counties and in almost every city in Central Texas. It can be a problem wherever live oaks tend to be the predominate tree. It does not matter whether they are transplanted or naturally grown. An individual tree's age, size or previous health status does not make it more or less likely to contract or die from oak wilt.

Live Oaks die in the greatest numbers, most often in expanding areas called Oak Wilt Centers. Red Oaks are the most susceptible. They typically die within 2-4 weeks of symptom appearance. Common red oaks are Spanish, Texas, Shumard, Pin, and Blackjack. White oaks are least susceptible. Very few have been identified with oak wilt in Texas. They generally survive for a number of years with the disease. Common White Oaks – Post, Bur, Chinkapin, Monterrey.

OUR EXPERTISE:

- We cannot make representations or guarantees because we are not trained in identifying the condition of trees and their diseases and have no expertise in the area of plant diseases.

THEREFORE, WE RECOMMEND:

- That you take whatever other measure you feel is necessary to satisfy yourself about the condition of the property and its surroundings.

- That you accompany the inspectors and other experts during their inspections and ask any questions you have about the property.

Other Information: If you are concerned or desire additional information, you may call your County Agricultural Extension Service, or if you have access to the internet, go to http://www.texasoakwilt.org/

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Listing Agent	Date	Buyer's Agent	Date