



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF INFORMATION FROM OTHER SOURCES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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To: BUYER:
BUYER:

From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 385 YORKS XING, WIMBERLEY, TX 78676

Date: October 7, 2015

(1) Broker obtained the attached information, identified as SELLERS DISCLOSURE PACKAGE INCLUDING TAR FORMS: 2501, COURTESY SURVEY DATED 12/26/2002, SEPTIC INFORMATION, PLAT MAP, DEED RESTRICTIONS, 1506, CONLEY/ISAAC LETTERS, from 1917, 1414, 2507, 2508, 1928, 2506, 2504, 2505, 2509, 2513 & NOTICE REGARDING OAK WILT IN CENTRAL TEXAS. 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 Harwood
ALLISON "AJ" HARWOOD

Receipt of this notice is acknowledged by:

Signature _____ Date _____
BUYER:

Signature _____ Date _____
BUYER:

(TAR-2502) 7-16-08

Page 1 of 1



Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

RE/MAX Real Properties, 12111 Ranch Road 12 Suite 106 Wimberley, TX 78676
Phone: 512.848.6612 Fax: 512.857.8588 Allison AJ Harwood

385 YORK XING

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

NUMBER	DELTA ANGLE	DIGRE DIRECTION	TANGENT	RADIUS	ARC LENGTH	DIGRE LENGTH
C1	86°45'45"	S 85°29'59" E	19.49	330.00	38.94	36.92
	(86°45'00")	(S 85°21'00" E)		(330.00)	(38.99)	(36.87)
CE	86°05'36"	N 81°09'33" E	58.48	306.00	115.77	115.17
	(86°05'38")	(N 81°09'36" E)		(306.00)	(115.76)	(115.11)

STUDY 2

- 1) THIS LOT IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 148, PLAT RECORDS, VOLUME 1780, PAGE 10, AND IN VOLUME 1913, PAGE 120, OFFICIAL PUBLIC RECORDS, ALL OF HAYS COUNTY, TEXAS.
- 2) ACCORDING TO THE NATIONAL FLOODED INSURANCE RATE MAP COMMUNITY PANEL NO. 46899025SE, DATUM, FEB. 18, 1990, PORTIONS OF THIS LOT ARE LOCATED IN ZONE A. THE FLOODPLAIN SHOWN HEREON WAS SCALED ONTO THIS PLAT AND IS SHOWN IN AN APPROXIMATE LOCATION. FINISHED FLOOR ELEVATION FOR THIS LOT IS 426.95+0.00 AS RECORDED IN VOLUME 10, PAGE 148, PLAT RECORDS OF HAYS COUNTY, TEXAS.
- 3) THIS LOT IS SUBJECT TO 3/16, 0.90' OF A 20' WIDE DRAINAGE EASEMENT ALONG THE EAST LOT LINE AS RECORDED IN VOLUME 10, PAGE 148, PLAT RECORDS OF HAYS COUNTY, TEXAS.
- 4) THIS LOT IS SUBJECT TO A 30' BUILDING LINE ALONG THE FRONT LOT LINE, A 30' BUILDING LINE ALONG THE REAR LOT LINE AND A 10' BUILDING LINE ALONG SIDE LOT LINES AS RECORDED IN VOLUME 10, PAGE 148, PLAT RECORDS AND IN VOLUME 1706, PAGE 10, OFFICIAL PUBLIC RECORDS, ALL OF HAYS COUNTY, TEXAS.
- APPROXIMATE 100 YEAR FLOODPLAIN DRAINAGE EASEMENT FOR PLAT
- BEARING
N 00°35'09" E
452.31'
- 5) THIS LOT IS SUBJECT TO A 15' PUBLIC UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND A 75' PUBLIC UTILITY EASEMENT ALONG THE SIDE LOT LINES AS RECORDED IN VOLUME 10, PAGE 148, PLAT RECORDS OF HAYS COUNTY, TEXAS.
- 6) THIS LOT IS SUBJECT TO A 10' PUBLIC UTILITY EASEMENT ALONG THE SITE AND REAR LOT LINES AND A 30' PUBLIC UTILITY EASEMENT FROM THE PUBLIC RIGHT OF WAY RECORDED IN VOLUME 1780, PAGE 10, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- 7) THIS LOT IS SUBJECT TO THE EASEMENT RECORDED IN VOLUME 889, PAGE 374, PLAT RECORDS OF HAYS COUNTY, TEXAS, WITH REGARD TO RIGHTS OF INGRESS/EGRESS.
- 8) THIS LOT IS SUBJECT TO THE TERMS AND CONDITIONS RECORDED IN VOLUME 1760, PAGE 630, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- 9) THIS LOT IS SUBJECT TO THE TERMS AND CONDITIONS RECORDED IN VOLUME 2042, PAGE 380, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ZONE X

LOT 49

LOT 60
SIERRA WEST SEC II
9/336

TO:
PURCHASER: JERALD M. DELUYCK
TITLE CO: NORTH AMERICAN TITLE COMPANY/
STEWART TITLE GUARANTY COMPANY
G.F. NO: 327840
LENDER/LIENHOLDER:

I, DANIEL R. GEDDY, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING DECEMBER, 2002, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND EXCEPT AS SHOWN OR NOTED, THERE ARE NO VISIBLE DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADWAYS, AND THAT SAID PROPERTY HAS ACCESS TO A PUBLIC RIGHT OF WAY.

DANIEL R. (ROCKY) EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5472 STATE OF TEXAS



SURVEY PLAT

OF
LOT 48
SIERRA WEST
SUBDIVISION
SECTION 3
A SUBDIVISION RECORDED IN
VOLUME 10, PAGE 148,
PLAT RECORDS OF
HAYS COUNTY, TEXAS

HAYS COUNTY LAND SURVEYING, INC.
P.O. BOX 201
WIMBERLY, TEXAS 76076
512-847-3827





Hays County Environmental Health

1251 Civic Center Loop
San Marcos TX 78666-
(512) 393-2150

AUTHORIZATION TO CONSTRUCT

**** VALID FOR ONE YEAR FROM DATE OF PURCHASE ****

Date: **9/5/02**

Permit #: **2002 - 3038**

Date purchased: **8/6/02**

Expiration date: **8/6/03**

Owner's Name: **DELUYCK, JERALD M.**

385 YORKS CROSSING, DRIFTWOOD TX 78619

SIERRA WEST III

Block:

Lot: **48**

AUTHORIZATION IS HEREBY GIVEN TO CONSTRUCT AN ON-SITE SEWAGE FACILITY ON THE ABOVE DESCRIBED PROPERTY WITH THE FOLLOWING SPECIFICATIONS:

Tank Capacity: gallons

Pump tank reserve capacity: 337 gallons

Design Flow: 300 gpd

Drainfield: Aerobic Surface Irrig.

Drainfield / Sprayfield Size: 5281 sq. ft.

ALTERNATIVE SYSTEM REQUIREMENTS:

Designed By: JETTON, STEPHEN

Refer to the designer's plans for system specifications.

Plan Date: 8/27/02

Date of Revision:

Contact Health Department and designer for required inspections.

A maintenance contract is required!

NOTE The on-site sewage facility construction must meet all TNRCC Regulations and this County's Rules for On-Site Sewage Facilities. If unforeseen and/or adverse conditions are encountered (including, but not limited to excessive rock, seepage, or high water table) stop construction and contact the Licensing Authority. A revised construction permit may be issued.



Tom Pope

Signed

9-5-02

Date

*** THIS PERMIT IS NON-TRANSFERABLE.**

9/5/02 11:21 AM R-69





10/6/2003 04:40 PM

Hays County Environmental Health NOTICE OF APPROVAL FOR ON-SITE SEWAGE FACILITY

THIS IS TO CERTIFY that the on site sewage facility located at:

OSSF #: **2002 - 3038**

385 YORKS CROSSING, DRIFTWOOD TX 78619

Grid:

SIERRA WEST III

Block: Lot: **48** ☒ Routine Maintenance

meets or exceeds the basic requirements established by the County.

LICENSE TO OPERATE this facility is hereby granted to the owner. This license simply grants permission to operate this facility; it does not guarantee its successful operation. Routine maintenance and proper functioning are the sole responsibility of the owner.

KEEP THIS LICENSE with important papers. You may need it when selling your house or if a malfunction occurs.

Tank Type: Concrete Oval

Valve:

Max Flow: 300 gallons/day

Tank Size: gallons

Drainfield Size: 5281 sq. ft.

Installed By: MC GEE, CLINTON

Engineered By: JETTON, STEPHEN

The above referenced private sewage facility has been inspected by the Hays County Health Department for compliance with the Rules of Hays County and, based on information provided in the application, has been found to comply with the requirements of those Rules.

NOTE: This certification does not extend to the materials, workmanship or fabrication of the private sewage facility so as to express or imply to the owner or installer of the facility any warranty by or rights against Hays County or any of its agencies, as to the quality or durability of the facility nor compliance with the owner's individual specifications and requirements, but solely relates to the facility meeting the requirements of Hays County in effect as of this date.

NOTE: This approval simply grants permission to operate this facility; it does not guarantee its successful operation. Routine maintenance and proper functioning are the sole responsibility of the owner.

NOTE: This approval remains in effect until such time as there is evidence that this facility is not operating properly and may constitute a threat to the health of the people of Hays County.

The specified backfill should not be altered or covered in any way except for sodded grass or grass seeded cover to promote evaporation. All plumbing in the house should be kept in good repair to minimize flooding of the drainfield.



Date of Final Inspection: 10/6/2003

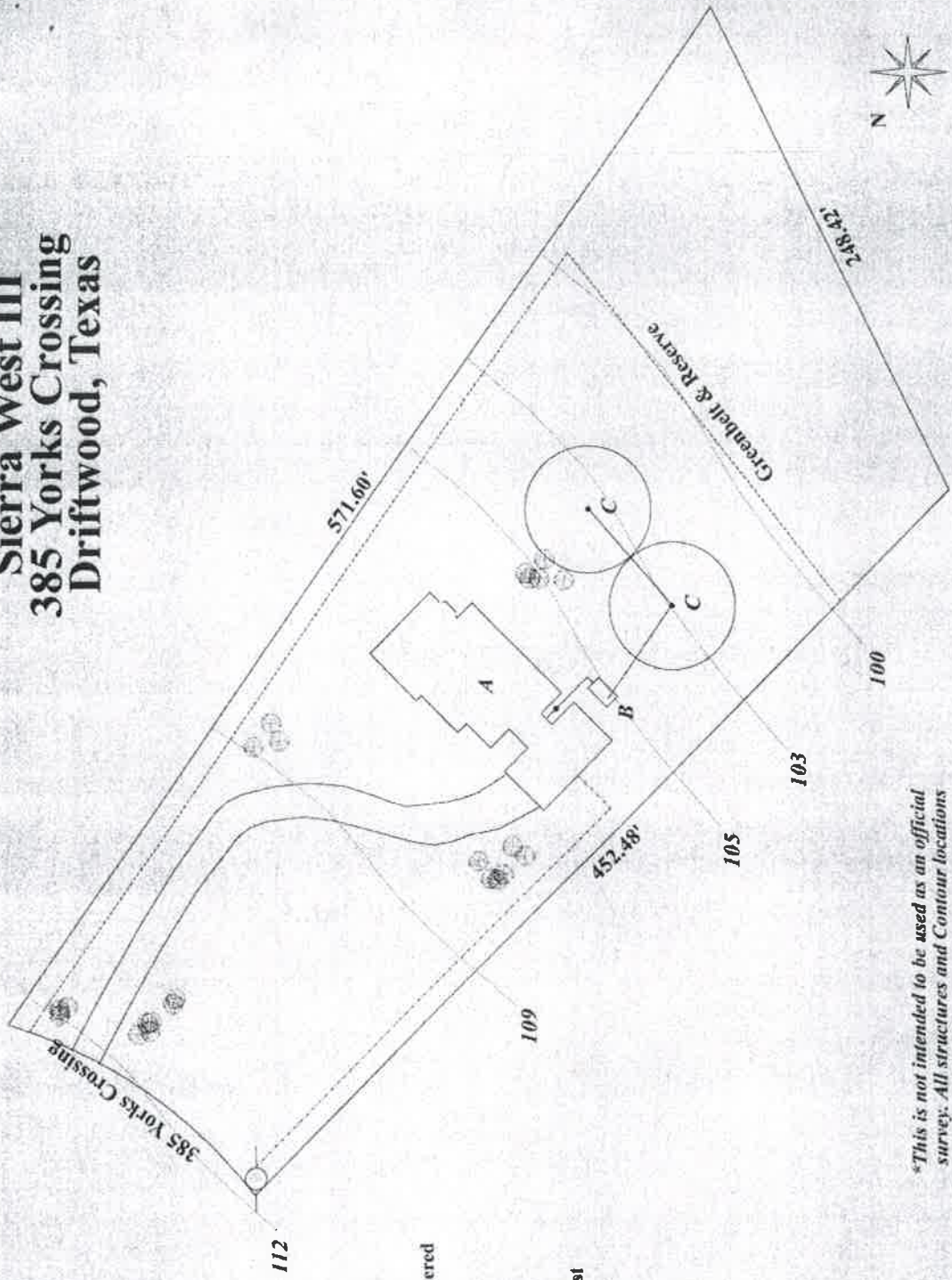
Issued this date: 10-6-03

Sanitarian

Director, Environmental Health

R-10

Sierra West III 385 Yorks Crossing Driftwood, Texas



A - 4 Bedroom, Single-Family Residence
B - Aquasafe, Model AS-500, Aerobic Treatment Unit.
C - K-Rain, 29' Radius, Sprinkler Head.

Provide Two-Way Cleanout from House to Tank.

Supply Line: 1" Sch. 40 PVC

Maintain 20' from all Property Lines.

Maintain 10' from all Potable Water Lines.

*Refer to Tank Detail and Design Notes for more Information.

*Plans may vary Slightly based on Conditions Encountered in the Field.

*Trim Trees as Necessary in Application Area. Trees must maintain at least 10' from Sprinkler Head.

*All Separation and Setback Requirements as Stated in Chapter 285, TNRCC, On-Site Sewage Facilities, must be maintained.

Topography Analysis

-The slope is less than 5% in the spray area.

-Trim Trees in Application Area as Needed. Cover, or Remove Rocks with at least 3" of suitable soil.

*This is not intended to be used as an official survey. All structures and Contour locations are approximate.



Customer Care Department

The items contained herein are for general informational purposes only. Any title information contained in this package is neither a guaranty nor warranty of title. The company has provided this information for general reference purposes only. The company is not responsible for any mistakes, errors, or omissions of information in this packet. If information is needed to make a decision concerning the purchasing, reselling, developing, refinancing, construction, or any other real estate related transaction of a property, an order for a title insurance commitment should be placed with one of our area offices.

The information in this packet is provided without the condition of referral of title business. For further information on how to contact the nearest Independence Title office, please see our web site at:

www.IndependenceTitle.com

or call our main office at:

(512) 454-4500

Erik Wanson
ewanson@independencetitle.com

5900 Shepherd Mountain Cove, Bldg. II, Suite 200, Austin, TX 78730
(512) 454-4500



Independence Title

Explore www.IndependenceTitle.com

FINAL PLAT OF SIERRA WEST SUBDIVISION SECTION 3 HAYS COUNTY, TEXAS

H.Y. PRICE III
(1036.98 AC.)
VOL. 288, PG. 1

ROLLING OAKS
SECTION 3
BK. 1, PG. 81

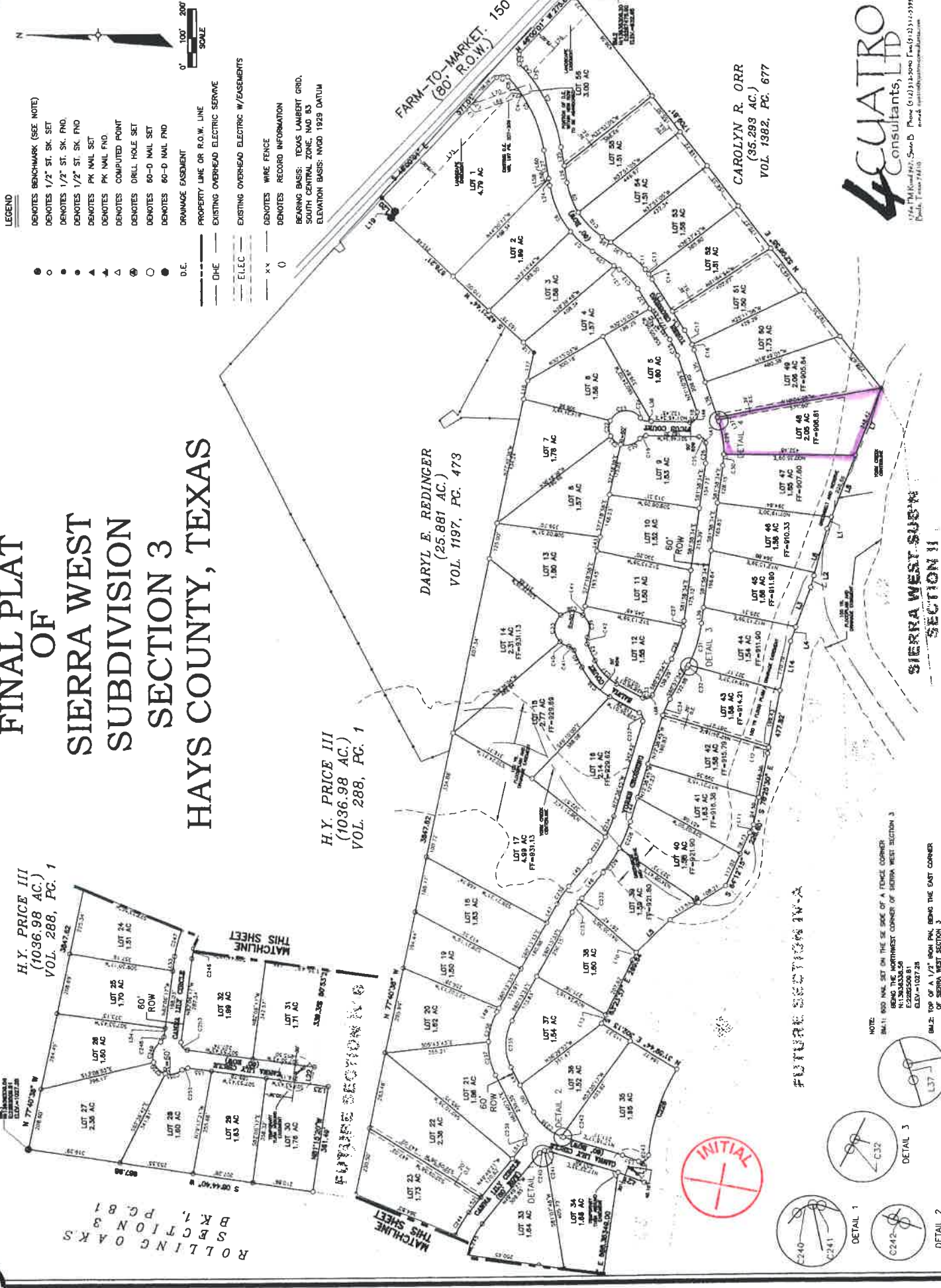
H.Y. PRICE III
(1036.98 AC.)
VOL. 288, PG. 1

DARYL E. REDINGER
(25.881 AC.)
VOL. 1197, PG. 473

CAROLYN R. ORR
(35.293 AC.)
VOL. 1382, PG. 677

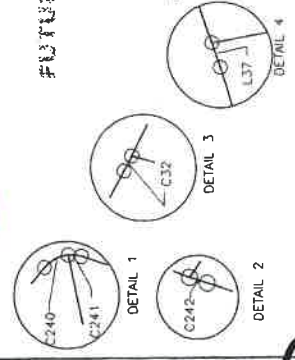
FUTURE SECTION 4A

SIERRA WEST SUBDIVISION
SECTION 11



- LEGEND**
- DENOTES BENCHMARK (SEE NOTE)
 - DENOTES 1/2" ST. SK. SET
 - DENOTES 1/2" ST. SK. FND.
 - DENOTES 1/2" ST. SK. FND.
 - DENOTES PK NAIL SET
 - DENOTES COMPUTED POINT
 - DENOTES DRILL HOLE SET
 - DENOTES 60-D NAIL SET
 - DENOTES 60-D NAIL FND
 - D.E. DRAINAGE EASEMENT
 - PROPERTY LINE OR R.O.W. LINE
 - EXISTING OVERHEAD ELECTRIC SERVICE
 - EXISTING OVERHEAD ELECTRIC W/EASEMENTS
 - ELEC —
 - XX — WIRE FENCE
 - DENOTES RECORD INFORMATION
 - BEARING BASIS: TEXAS LAURET GRID, SOUTH CENTRAL ZONE, NAD 83
 - ELEVATION BASIS: NVD 1929 DATUM

NOTE:
BM 1: 60-D NAIL SET ON THE SE SIDE OF A FENCE CORNER BEING THE NORTHWEST CORNER OF SIERRA WEST SECTION 3
E2282500.81
ELEV = 1027.28
BM 2: TOP OF A 1/2" IRON PIN BEING THE EAST CORNER OF SIERRA WEST SECTION 3
E2287475.80
ELEV = 632.85



4 CUATRO
consultants, L.P.
1714 FM Road 297, Suite B, P.O. Box 612315, Dallas, Texas 75261
Phone (214) 351-5900 Fax (214) 351-5399
www.4cuatroconsultants.com

STATE OF TEXAS

§
§
§

DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

HAYS COUNTY

THIS DECLARATION governs all Lots within Sierra West Section I (the "Subdivision"), a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 9, Pages 255-256, of the Plat Records of Hays County, Texas. The Declarant, presently the owner and the developer of all Lots in the Subdivision, is FSP Development of Texas, LLC. Declarant intends to convey, and will convey, all Lots in the Subdivision (the "Property") subject to these protective covenants, conditions, restrictions, easements, and charges. Future buyers and owners of Lots in the Subdivision are referred to below collectively as "Owners" and singularly as "Owner," and include their legal representatives, heirs, successors, and assigns.

Therefore, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, charges, and restrictions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon any and all persons having any right, title, or interest in or to the Property, or any part thereof.

I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

- 1.01 "Articles" means the Articles of Incorporation of the Association.
 - 1.02 "Architectural Review Committee" means the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.
 - 1.03 "Assessment" means any assessment levied by the Association under the terms and provisions of this Declaration.
 - 1.04 "Association" means the Sierra West Section I Property Owners Association, Inc., a Texas nonprofit corporation.
 - 1.05 "Board" means the Board of Directors of the Association.
 - 1.06 "Bylaws" means the Bylaws of the Association, as adopted by the Board and as from time to time amended.
 - 1.07 "Declarant" refers to FSP Development of Texas, LLC, its assignees and other lawful successors in interest.
-

- 1.08 "Declaration" refers to this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.
- 1.09 "Improvement" means every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, carports, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.10 "Lot" means any parcel of land within the Property shown as a subdivided Lot on a recorded subdivision plat of part or all of the Property.
- 1.11 "Owner" means any person holding a fee simple interest in any portion of the Property. A mortgagee is not an Owner.
- 1.12 "Property" means all the land in Hays County, Texas, consisting of approximately 65.04 acres, which has been platted as Sierra West Section I, Hays County, in Plat Book Volume 9, Pages 255-256.

II. ADDITIONS TO THE PROPERTY

- 2.01 Staged Subdivision. The Declarant, its successors and assigns, shall have the right and option at any time prior to December 31, 2030, to bring within the scheme of this Declaration additional real property, so long as such real property is within the area described upon Exhibit "A" attached hereto [including without limitation, subsequent sections of Sierra West (the "Subdivision")], or if such additional property is contiguous to the real property subject to this Declaration at the time of such addition, without the consent or approval of the owners of any Lots, or the Association, as long as such additions are consented to by the owners of such additional properties. Furthermore, other real property may be subject to the terms of this Declaration at any time with the consent of the Declarant, the owners of such additional real property and two-thirds (2/3) of each class of Members of the Association. Declarant shall record a Notice of Addition of Land describing the properties to be made subject to the terms of this Declaration, if and when additional properties are brought within the Declaration in accordance with the requirements set forth above. Upon recordation of such Notice of Addition of Land, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions hereof, and to the extent set forth in this Declaration.

III. PURPOSE

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below, in order to:

- (a) Insure the best and highest use and the most appropriate development and improvement of each Lot within the Property for residential purposes;
- (b) Protect the Owners of Lots against the improper use of surrounding Lots;
- (c) Preserve, so far as practicable, the natural beauty of the Property;
- (d) Guard against the erection of unsightly structures of improper or unsuitable materials;
- (e) Encourage and secure the proper continued maintenance of the land and improvements on each Lot;
- (f) Secure and maintain the proper use of easements within the Property;
- (g) Preserve, as far as practicable, lines of sight from the Lots; and
- (h) In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by Owners in purchasing Lots and constructing homes.

IV. GENERAL USE RESTRICTIONS

- 4.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of Improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discharged onto or into any part of the Property. Nothing shall be done or kept on the Property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.
- 4.02 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons, minerals of any kind, or for removing or mining rocks, or stones, sand, gravel, aggregate or earth, other than in the ordinary course of constructing Improvements thereon. No derrick or other structure designed for use in pumping water (except windmills) or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot.

- 4.03 Temporary Structures. No temporary or portable structure/building shall be placed upon the Property without the prior written approval of the Architectural Review Committee. Temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction of residences may be maintained for a period of up to ten months.
- 4.04 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. All dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner, which complies with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy. The foregoing restriction shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a residence on such Lot.

V. USE AND CONSTRUCTION RESTRICTIONS

- 5.01 Residential Subdivision. Except as expressly provided in this Declaration to the contrary, each Lot will be used exclusively for single-family residential purposes. No more than one primary residence may be constructed on each Lot. Guest houses are permitted if the owner obtains the written approval of the Architectural Review Committee. The provisions of this Section 5.01 shall not be construed as being inconsistent with classification of any Lot as "agricultural" for ad valorem taxation purposes.
- 5.02 Motif, Building Materials, Dwelling Size; Approval by Architectural Review Committee. All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include brick, stone, stucco, wood, wood siding or wood facsimile. Reflective metal, cement block, cinder block or corrugated metal is not a permissible exterior wall covering. Each primary residential structure shall be at least 30 feet in width and shall contain 2,000 square feet of finished, heated and air conditioned living space, exclusive of porches (open or covered), decks and garages. Each primary residential structure shall have exterior walls of masonry construction on 100% of the street side of the structure and 100% on the first floor of the sides of the structure, exclusive of eaves and overhangs. Cement siding such as Hardeplank shall not qualify as masonry construction under these restrictions. The exterior design, construction, and overall appearance of the primary residence, garage and of any guesthouse must be single-family residential. Roofs may be constructed of either (a) minimum 25 year life or greater composition shingles or (b) concrete or clay tile; or (c) metal approved by the Architectural Review Committee. If metal is used, the metal surface must have a dull finish upon installation. No Improvements shall be constructed upon any of the Property without the prior written approval of the plans and specifications of the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary

notwithstanding, in the case of single-family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee.

- 5.03 Garages and Carports. Attached or detached garages shall be required and constructed simultaneous with the construction of a single family residence. All garages shall comply with all restrictions, covenants, conditions, and limitations on use provided for other Improvements in the Subdivision. All garages shall be a minimum of 18 feet wide. All garages shall consist of enclosed structures. No garage may be enclosed as a living area. Traditional carports are prohibited. Porticos may be constructed with prior written approval from the Architectural Review Committee.
- 5.04 Business Activities. In-house business activity is permissible, provided that such activity is in no manner evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.
- 5.05 Setback Requirements, Utility Easements and Dedicated Common Area. No structure shall be located or erected nearer than 50 feet to the front line adjoining the private street. An easement is expressly reserved in, on, over and through those portions of the Lots as shown on the plat, to the extent of ten (10) feet from all side and rear Lot lines, and 30 feet from the public right-of-way for the purpose of constructing and installing conduits, telephones, and electric light poles, water lines and other equipment necessary to supply any public or private utility service. Additional common area is expressly reserved, on, over and through that portion of the Property shown on the plat, which shall be used for the Owners under the terms and conditions as set forth.
- 5.06 Maintenance. Each Owner shall keep all landscaping visible from abutting street(s) on his/her Lot, cultivated, mowed, trimmed, pruned and free of trash and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

- 5.07 Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence. Any compost pile must be (a) properly maintained, (b) not visible from any street, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least weekly and under no circumstance shall trash be disposed of through burning on any Lot, unless allowed by the Association.
- 5.08 Sports/Recreational Facilities. Basketball courts, tennis courts, swimming pools, play structures, and similar permanent or semi-permanent or semi-permanent sports/recreational facilities must be located to the side or rear of the primary residence on a Lot.
- 5.09 Vehicles, Trailers, & Boats. No bus, semi-trailer, tractor, machinery, equipment, truck larger than 1 (one)-ton pickup, boat, trailer, or recreational vehicle of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the street, or in the driveway in front of the house on any Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on the street or on any Lot in a location that is visible from any street or neighboring property.
- Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers, trailers of any type, and recreational vehicles of all types which are kept on a Lot, shall not be visible from neighboring property or from streets or access roads, and shall never be used as a temporary or permanent dwelling. Such vehicles may not be kept, placed or maintained on any unimproved Lot at any time. No motorized vehicles of any kind shall be operated in any manner which is dangerous, noisy, or creates a nuisance.
- 5.10 Mobile Homes/Manufactured Housing. No mobile homes or manufactured housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time.
- 5.11 Storage Tanks, Antennas. Storage tanks (i.e., for water, propane, butane, etc.) are permitted provided they are screened and such screening shall require prior written approval of the Architectural Control Committee. Satellite dishes in excess of 39 inches in diameter must be screened and such screening must be approved by the Architectural Review Committee in writing prior to installing such satellite dishes. Satellite dishes of 39 inches in diameter or less are not required to be screened. Antennas on masts higher than 12 feet are prohibited.

- 5.12 Window Air-Conditioners. No window, roof, or wall-type air-conditioner that is visible from any public street shall be used, placed, or maintained on or in any dwelling.
- 5.13 Peripherals, Screening. Outbuildings, firewood piles, other materials storage piles, storage facilities, mechanical equipment, clotheslines, and other peripherals must be located near the rear of the Lot and/or screened so the same are not readily visible from the street(s) abutting the Lot on which the same are located.
- 5.14 Noise. No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property.
- 5.15 Horses, Pets, Livestock, & Grazing. Permitted types of animals are limited to horses, dogs and cats. However, horses shall not be permitted on Lots under 3 acres in size, and no more than 1 horse for every 2 acres owned shall be allowed. Open grazing of horses personally owned by any Owner shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and forage and will not cause or materially contribute to soil erosion and/or damage to trees and shrubs. The owner of any animal shall be responsible for restricting the movement of animals to that Owner's Lot or Lots. Any stables, barns or run areas must be constructed of materials similar in quality to the main residence. Common plywood is expressly prohibited. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas, as well as the raising and keeping of animals, shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonably free of insects, refuse and waste at all times. A maximum of four dogs and/or cats, combined, will be allowed on any Lot and shall not be allowed to roam or run about at large.
- 5.16 Farming. Farming, including row crops, will be permitted, provided that such operations are located at the back two-thirds of the Lot. Orchards or vineyards may be located anywhere on the Lot.
- 5.17 Construction Activities. This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual

construction practices in the area. After the foundation has been commenced, work shall proceed on a schedule commensurate with industry standards. In no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, all adjoining roadways and thoroughfares shall be kept free from debris. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual good construction practices in the area, as determined by the Association, the Association shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then the Association may arrange for such debris to be removed and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within 30 days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due thereunder, including reasonable attorney's fees. Repayment of all such amounts shall additionally be secured by the lien referred to in Section 10.05 hereof.

- 5.18 Camping. No overnight camping will be permitted.
- 5.19 Junked Motor Vehicles, Junk. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like, shall be kept on any Lot, other than in a garage or similar enclosed structure.
- 5.20 Signs. No signs shall be erected or maintained on any Lot except the following types of signs:
- (a) Such signs as may be required by legal proceedings.
 - (b) During the time of construction of any building or other Improvement, one job identification sign not larger than three feet by four feet (3' x 4'), having a face area not larger than 12 square feet.
 - (c) Not more than two homeowner or ranch identification signs for a maximum combined total face area of 12 square feet.
 - (d) One "For Sale" sign to advertise that a Lot and Improvements thereon are being offered for sale and having a face area of not larger than three square feet on sign facing street.

- 5.21 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the surface of any roadways in the subdivision shall be placed or permitted to remain on any corner Lot.
- 5.22 Septic System. All Lot Owners will be responsible for installing a septic system and drain field, at each Lot Owner's expense, to serve each Lot and all Improvements thereon. All such systems must be approved and acceptable to governing authorities. All septic systems must be located 150 feet or more from a public water supply well, or 100 feet from a nonpublic water supply well on the Property, which is existing at the time of construction and installation of such septic system, unless a greater distance is required by the state, county or local authority in which case the greater distance shall be required. All septic systems must otherwise meet and comply with all requirements of state law and local ordinances and are subject to all approval, permitting and inspection requirements of any health department or other governmental entity with jurisdiction over the Property from time to time.
- 5.23 Mortgagee Protection. Notwithstanding any other provision of the Declaration, no lien created under this Declaration or any lien arising by reason of any breach of this Declaration, nor the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter given upon any portion of the Property. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to this Declaration and shall thereafter be liable for all assessments levied after such completion of foreclosure or conveyance in lieu of foreclosure.
- 5.24 Subordination. The Lien for assessments provided for herein shall be subordinated to the lien of any first Mortgage if the Mortgage was recorded before the delinquent assessment became due. The sale or transfer of any portion of the Property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any portion of the Property subject to assessment pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.
- 5.25 Land Clearing. In an effort to preserve the natural beauty and integrity of the Subdivision, no Lot or tract shall be clear cut of all native foliage and/or vegetation. Xeriscaping is strongly recommended.

- 5.26 Water Runoff. Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface runoff in such a manner as to cause such water runoff to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch.
- 5.27 Driveways; Access. Each residential Lot shall have a driveway from the roadway to the residential structures consisting of concrete, concrete pavers or asphalt from the public road to the garage. If any driveway crosses an existing bar ditch in the public right of way, the Lot Owner must install an appropriate culvert or drainage pipe so as not to impede or divert water flow. Access to all Lots shall be by way of the public streets. Each Owner hereby covenants and agrees that he shall not grant or convey road access or other vehicular access over or through his Lot, except for such grants or conveyances as approved by the Association.
- 5.28 Lot Fencing. Fences may be built to the side and rear property lines and to the public right of way line. All fences or walls (other than building walls) shall be constructed of the following materials: wood, wire, masonry, metal, or vinyl construction. However, any wire fencing or vinyl materials used must be of good quality construction and appearance and must be approved by the Architectural Review Committee prior to installation. Wooden privacy or chicken wire fences are strictly prohibited. Chain link fences are acceptable provided they are vinyl coated in an earthen, green or black color and no more than four feet in height. All wooden fences must be approved by the Architectural Review Committee prior to construction and shall be constructed of cedar, redwood, or treated or painted lumber. All fences shall be maintained in a fully repaired and presentable manner. Side yard fences shall be a minimum of 42 inches in height. Hot fencing is acceptable for interior Lot fencing in conjunction with a permanent net wire and T post perimeter fence or other construction approved by the Architectural Review Committee. No private fencing or walls shall be allowed on lots where Association fencing has been erected in landscape/hardscape easements, without Architectural Review Committee approval.

- 5.29 Variances. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration when in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not be adverse to the overall quality and character of the development of the community. Such variances must be evidenced in writing and must be signed by at least a majority of the voting members of the Architectural Review Committee. If a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any supplement hereto for any purpose except as to the particular Lot and in the particular instance covered by the variance.
- 5.30 Dams. Any construction of a dam must comply with TNRCC and all other Governmental Agencies, regulations, restrictions, and approvals, if applicable. Any dam constructed will not restrict normal water flow of all creeks and waterways within Sierra West Section I.
- 5.31 Central Water System. A State approved central water system will be installed in the Subdivision and the Owner(s) of Lot(s) will be obligated to connect to the system, be subject to any standby fee, and all other fees, and may not drill or operate a water well for any use other than irrigation.
- 5.32 Common Areas. The Board of Directors shall adopt rules that will govern the use of the common areas.

VI. THE ASSOCIATION

- 6.01 Organization. The Association shall be a Texas non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its articles and bylaws and/or this Declaration. Neither the articles nor bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 6.02 Membership. Upon becoming an Owner of a Lot, a person shall automatically become a member of the Association. Membership in the Association is mandatory, appurtenant to, and shall run with the ownership of the Lot which entitles the Owner thereof for membership. Membership in the Association may not be severed from the ownership of a Lot or in any way transferred, pledged, mortgaged, or alienated except together with the fee simple title to said Lot.

6.03 Voting Rights. The Association shall have two (2) classes of voting memberships:

- (a) Class A. Class A Members shall be all Owners, with the exception of FSP Development of Texas, LLC, the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Class B. The Class B Member(s) shall be FSP Development of Texas, LLC, the Declarant, and its successors and assigns, and shall be entitled to five (5) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (1) when 50% of the total lots planned for the Subdivision have been conveyed by Declarant to Owners other than Declarant, or
 - (2) twenty (20) years from the filing date hereof in the Official Records of Hays County, Texas.

The period during which Class B membership exists shall be referred to as the Declarant Control Period. Upon expiration of the Declarant Control Period, all Owners, including Declarant, shall be entitled to vote on Association matters on a one lot, one vote basis.

6.04 Powers and Duties of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. The Association shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the powers expressly granted to it by the laws of Texas or by this Declaration. Except where expressly provided to the contrary by this Declaration or by other applicable law, all management and decision making of the Association shall be by the Board. Without in any way limiting the generality of the three preceding sentences, the Association (acting through the Board) shall have the following powers and responsibilities:

- (a) Assessments and Collection. The Association shall levy and collect Assessments. In furtherance of its duty and authority to collect Assessments and other sums due the Association, the Board may establish payment policies, set due dates, impose and enforce penalties, and take all other lawful action necessary or appropriate for collection of Assessments and other sums owed to the Association.

- (b) Rules and Bylaws. The Association shall promulgate, amend, repeal and/or reenact the Bylaws and such Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use, occupancy, and preservation of Association Property. The Board may adopt Rules for the purpose of administering the Association and obtaining compliance by Owners and their family, guests, and tenants with the Declaration, the Bylaws, and the provisions of any other law or applicable rule.
- (c) Records. The Association shall keep books and records of the Association's affairs and make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, upon reasonable request during normal business hours.
- (d) Professional Services. The Association may retain and pay for legal, accounting, management, engineering, and other professional services necessary or proper in the operation of the Association.
- (e) Contracts; Property Ownership. The Association may enter into contracts and may acquire, own, lease, and dispose of all manner of real and personal property on such terms as the Board shall, in the exercise of good business judgment, deem advisable.
- (f) Enforcement. The Association shall have the power and authority, in its own name and on behalf of itself and the Owners, or in the name of and on behalf of any Owner who consents thereto, to commence, maintain, or defend legal actions to enforce or construe the Declaration or Bylaws or to restrain and enjoin any breach or threatened breach of the Declaration or Bylaws. The Association shall have the right to file and defend a suit for injunctive relief, damages, and/or other relief on behalf of the Association and/or the Owners. Relief recoverable includes, without limitation, removal or modification of any Improvement constructed or modified in violation of the Declaration. The Association is also authorized to settle claims, enforce liens, and take all other action that it deems necessary or reasonable and expedient to enforce the Declaration or Bylaws and/or to carry out the duties of the Association set forth in the Declaration, Articles, or Bylaws.
- (g) Discretionary Enforcement. If an Owner or other person with standing complains of a violation of the Declaration or Bylaws and the Association determines that the alleged violation is of such doubtful character and/or of such limited scope or impact as not to warrant the expenditure of Association resources, the Association may decline to undertake action to enforce such violation and leave enforcement to the complaining party.

- (h) Frivolous Complaints. The Association shall not be required to expend time or other resources on patently frivolous, unmeritorious, or harassing complaints/requests made by Owners or others; and the Association may recover all of its costs, including reasonable attorney's fees, for responding to or defending against such complaints/requests.
- 6.05 Rights and Remedies. The Association may enforce all duties and obligations now and/or hereafter imposed by the Declaration or the Bylaws by all lawful means, including without limitation the following:
- (a) Collection Charges. The Association may (1) impose late charges for late payment by an Owner of monies owed to the Association, and (2) assess a returned check charge against an Owner for each returned check until acceptable payment is received. These charges may be set by the Association from time to time but shall not exceed any maximum charge permitted under applicable law.
- (b) Suspension of Voting Rights. The voting rights of any Owner who is more than 45 days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension of voting rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings, and all other meetings.
- (c) Notices to Multiple Owners, Tenants, Mortgagees. Subject to the provisions of Section 6.03 above, notice to and from one of multiple Owners or tenants of a Lot shall be deemed as notice to and from all Owners or tenants of that Lot.
- (d) Attorney's Fees. If a delinquent account or other violation is turned over to the Association's attorney, the delinquent Owner shall be liable for all attorney's fees incurred by the Association in collecting the account, filing liens, foreclosing liens, releasing liens, prosecuting law suits and/or otherwise enforcing the Declaration and Bylaws. Subject to the provisions of Section 5.24 hereof, all such sums shall be a continuing lien and charge upon the delinquent Owners Lot(s), as well as the personal obligation of said Owner; and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.
- 6.06 Rules and Policies. The Board of Directors shall have wide latitude in adoption and implementing rules governing the appearance and use of Lots and in establishing policies for enforcement of the Declaration and Bylaws.

VII. ASSESSMENTS

- 7.01 Covenant to Pay Assessments. Each Owner of a Lot, including Declarant, hereby covenants to pay to the Association (a) Regular Assessments (as

defined in Section 7.03 hereof); (b) Special Assessments (as defined in Section 7.04 hereof); and (c) late charges (as specified in Section 7.06 hereof) for each Lot that he/she owns. All such Assessments and charges shall be established and collected from time to time as herein provided. Each Owner further covenants to pay to the Association reasonable attorney's fees, costs, and expenses incurred in connection with collection of Assessments.

- 7.02 Purpose of Assessments. The Association shall set and levy Assessments, as needed, for the purposes of (a) promoting the comfort, health, safety, and welfare of the Owners; (b) enforcing and defending the Declaration and Bylaws; (c) maintaining the Association Property, including, without limitation, the Private Roadways, and (d) promoting the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws. Prior to the beginning of each fiscal year, the Board shall adopt an annual budget to cover the proposed operating expenses of the Association necessary to accomplish the purposes set forth in this Section.

- 7.03 Regular Assessments. Regular Assessments ("Regular Assessments") shall be assessed as follows:

Assessment Due. The initial Regular Assessment for each Improved Lot, shall be \$25.00 per calendar year, commencing in the calendar year 2001. The Regular Assessment shall thereafter be adjusted by the Board as required to meet Association needs.

Due Date of Regular Assessments. Unless otherwise provided by the Board, Regular Assessments shall be due and payable to the Association in advance on or before the first day of January of each calendar year. For purposes of the assessment of late charges, a regular Assessment will be considered delinquent if not paid within 30 days from its due date. For all other purposes, including, without limitation, the purposes of Section 6.05 (b) hereof, a Regular Assessment will be considered delinquent if not paid on the due date. The Owner of a Lot is obligated to pay Regular Assessments regardless of whether the Owner actually receives a bill, or other notice of any such Regular Assessment.

- 7.04 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may levy Special Assessments ("Special Assessments") in order to carry out any of the purposes of the Association or otherwise to benefit the Association. The due date(s) and delinquent date(s) of any Special Assessment under this section shall be fixed by the resolution authorizing such Special Assessment.

- 7.05 Vote Required for Special Assessment. The Special Assessments authorized by Section 7.04 hereof must be approved by two-thirds of the votes duly cast in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Members at least 30 days in advance setting forth the purpose of the meeting and the proposed assessment.

- 7.06 Late Charges and Collection Costs. If any Assessment, whether Regular or Special, if not paid before becoming delinquent, the Owner responsible therefor may be required to pay a late charge at such rate as the Board may designate from time to time. Each Owner shall also be liable for payment of all costs and expenses, including returned check charges, reasonable attorney's fees, and recording fees incurred in collection of Assessments and/or other sums owed by the Owner to the Association. Said charges and fees shall be the personal obligation of the Lot Owner. An Owners non-receipt of a statement or other notice that Assessments are due shall not be a defense to the imposition of late charges and other costs of collection.

VIII. LIABILITY AND INDEMNITY

- 8.01 Liability of Association Representatives. Association directors, officers, employees, and committee members (collectively the "Association Representatives") shall not be liable to any Owner or other person claiming by or through any Owner for any act or omission of such Association Representative in the performance of his/her Association duties unless such act or omission (a) is an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; (b) involves a transaction from which an Association Representative receives an improper personal benefit, whether or not the benefit resulted from an action taken within the scope of the Association Representative's office/position; or, (c) is conduct for which the liability of the Association Representative is expressly imposed by a statute.
- 8.02 Indemnification. The Association shall indemnify every past and present Association Representative from all claims, demands, actions and proceedings and all expenses associated therewith unless such indemnity would contravene the provisions of Section 8.01 of this Declaration. Such indemnification payments shall be a common expense. This indemnity shall extend to all expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such proceeding if it is found and determined by the Board or a court that such person: (a) acted in good faith and in a manner which such person reasonably believed to be consistent with the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable basis to believe such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person breached the immediately preceding requirements. The Board may purchase and maintain insurance on behalf of any person who is or was an Association Representative against any claim asserted against or incurred by such person in any such capacity or status, whether or not the Association would have the power to indemnify such person against such liability. The premium for such insurance shall be treated as a common expense, and the Board of Directors is

authorized and directed to modify the Association's corporate charter and Bylaws to the extent necessary to facilitate the purchase of such insurance.

- 8.03 Amendment of Liability and Indemnity Provisions. Notwithstanding any other provisions of this Declaration, the Board may amend this Article 8, without the concurrence of the members or Mortgagees, in order to conform to changes in applicable law.

IX. ARCHITECTURAL REVIEW COMMITTEE

- 9.01 Approval of Plans and Specifications. No Improvements shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications therefor shall have been submitted to in accordance herewith and approved in writing by the Architectural Review Committee.
- 9.02 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deem appropriate. During the Declarant Control Period as specified in §6.03, the initial voting members of the Architectural Review Committee shall be appointed by Declarant. Upon expiration of the Declarant Control Period, the Association, by vote of its members, shall elect the voting members of the Architectural Review Committee.
- 9.03 Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopt in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.
- 9.04 Advisory Members. The Voting Members may from time to time designate Advisory Members.
- 9.05 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.
- 9.06 Declarant's Rights of Appointment. Declarant, its successors and assigns shall have the right to appoint and remove all members of the Architectural Review Committee during the Declarant Control Period as specified in Section 6.03. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee. When no Class B

memberships exist, the Board shall have this right to appoint and remove all members of the Architectural Review Committee, even if such right has not been delegated to it by Declarant.

- 9.07 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including, but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.
- 9.08 Reviews of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the plans and specification for the Improvement or proposal in question, this Declaration, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the plans and specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such plans and specifications in writing. The Architectural Review Committee may postpone review of the plans and specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all plans and specifications submitted or its approval pursuant to this Declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.
- 9.09 Plan Review. Upon receipt by the Architectural Review Committee of all of the information required by this Article IX, it shall have twenty-one (21) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the Architectural Review Committee, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the Architectural Review Committee; and (v) the Improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (6 months for the construction of a complete house).

In the event that the Architectural Review Committee fails to issue its written response within twenty-one (21) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Architectural Review Committee's approval shall be deemed to have been granted without further action.

- 9.10 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots or any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.
- 9.11 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or different person or entity.
- 9.12 Work In Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved plans and specifications.
- 9.13 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at such address as may be designated by Declarant, its successors and assigns, from time to time.
- 9.14 Fees. The Architectural Review Committee shall not require a submission fee for each set of plans and specifications submitted for its review.
- 9.15 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the plans and specifications on file with the Architectural Review Committee to which the Improvements were made and shall specify that the Improvements comply with the approved plans and specifications. The

Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

X. MISCELLANEOUS

- 10.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.
- 10.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.
- 10.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.
- 10.04 Enforcement and Nonwaiver. Except as otherwise provided herein, the Association, any Owner (at his/her own expense), and/or Declarant shall have the right to enforce any or all of the provisions of this Declaration. In order to enforce the Declaration, the Association, Owner, and/or Declarant, shall deliver written notice to the alleged violator who shall have thirty (30) days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce the provisions of this Declaration. The failure of any party to enforce the provisions of this Declaration at any time shall not constitute a waiver or the right thereafter to enforce this Declaration or to recover his/her attorney's fees and costs of suits from the other party.

- 10.05 Lien for Enforcement. All sums due under this Declaration shall be secured by a continuing lien and charge upon the subject Lot as well as the personal obligation of the Owner his/her successors in interest. Subject to the provision of Section 5.24, above, the aforesaid lien shall be superior to all other liens and charges against said Lot, except only for ad valorem tax liens. To evidence the aforesaid lien, the Association may prepare a written notice of lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a legal description of the Lot. Such notice shall be signed by the Association and may be recorded in the office of the County Clerk of Hays County, Texas. Such lien shall attach with the priority set forth above from the date that such payment becomes delinquent, and the Association may thereafter institute suit against the subject Owner personally and/or enforce the lien through non-judicial foreclosure.
- 10.06 Amendment. This Declaration may be amended by written agreement of the Owners of at least 51% of the Lots. No amendment shall be effective until it has been recorded in the Official Records of Hays County, Texas. A simple majority of the Owners may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements or the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. The Declarant and the Association shall have the right at any time to amend this Declaration for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein. Any amendment passed by a less than 51% majority shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property rights of any Owner or his/her mortgagee.
- 10.07 Assignment and Transfer of Declarant's Rights. Upon expiration of the Declarant Control Period set forth in Section 6.03, Declarant's rights hereunder shall be transferred to the Association.

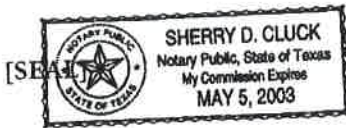
IN WITNESS WHEREOF, Declarant FSP Development of Texas, LLC has executed this Declaration on this 18 day of August, 2000.

FSP DEVELOPMENT OF TEXAS, LLC

By: R. Shawn Breedlove
R. SHAWN BREEDLOVE
Assistant Vice President

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

On this 18 day of August, 2000, before me a notary public, personally appeared R. SHAWN BREEDLOVE, to me being personally known, who being by me duly sworn, did say that he is a Assistant Vice President of FSP Development of Texas, LLC, a corporation under the laws of the State of Minnesota, and the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said he acknowledged said instrument to be the free act and deed of said corporation.



Sherry D. Cluck
Notary Public

Printed Name _____
My Commission Expires: _____



TEXAS ASSOCIATION OF REALTORS®
GENERAL INFORMATION AND NOTICE TO A BUYER

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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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 and 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. You should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. 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. 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.

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*. 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 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



**From the office of Commissioner Will Conley
Hays County
Precinct 3**

Please read the attached letter regarding concerning activity in the area. If you have questions, you may respond to this email, or call our office at 512-847-3159.

Sincerely,
Jennifer Anderson
On behalf of Commissioner Will Conley
Hays County
P.O. Box 2085
Wimberley, Texas 78676



14306 Ranch Road 12, Suite 11
P.O. Box 2085
Wimberley, Texas 78676



Phone: (512) 847-3159
Fax: (512) 847-7352

Will Conley
Commissioner
Hays County, Texas
512-847-3159
will.conley@co.hays.tx.us

Un- Regulated Well Field Development in Hays County

Fellow Citizens,

It has been brought to my attention that there is a large un-regulated well field being developed in mid-western Hays County near FM 3237. The company developing this project is a Houston-based company called Electro Purification LLC. They propose to deliver to potential customers around 6,000 acre feet of water per year out of this area of the Trinity Aquifer. As the representative of Precinct 3, this gives me a great deal of concern. Firstly, I am worried about the potential impact on residential and commercial wells in the nearby area. Secondly, I am wary of the overall health of the Trinity Aquifer in Hays County. Some actions have been taken out of the Precinct 3 office that I would like to bring to your attention.

Commissioner Whisenant, Representative Isaac, and I met with the principals of Electro Purification around January, 8th 2015. We each expressed our concerns over this amount of water being distributed out of this area. Electro Purification and their representatives ensured us that the proper studies have been done and that they felt confident their project wouldn't negatively impact the surrounding area or the Trinity Aquifer. I asked them to consider five points.

1. An exit strategy to the project;
2. A binding agreement that protected area well owners, should the project negatively impact their water supplies;
3. Sharing their costs in the project at this point in time;
4. sharing the data associated with the project;
5. Providing copies of any contracts or letters of intent they may have with potential customers

Electro Purification stated that they would provide the information requested in items 4 and 5. However, they asked for more time to consider their level of comfort on requests 1, 2 and 3. At this time, I have received no information. I have asked in two different emails that they at least provide the well data to my office. I am hopeful that they will respond to these requests, as it would provide us with an opportunity to have a real conversation about the impact of their proposed operations.

I, along with many of my colleagues, have discussed this issue with the groundwater districts in Hays County. We have asked that they get together and see if they can develop some reasonable legislation that might cover this gap in groundwater regulatory authority in our community. To my knowledge the groundwater districts are working together and will try to deliver something to Representative Isaac in the near future. This is a complicated issue that will warrant a tremendous amount of discussion. However I am optimistic that our groundwater districts, working with Representative Isaac can come up with a good solution. The rule of capture should not be the only rule that applies to a corporate entity with the intentions of commercial distribution of water resources. I believe there must be some accountability on this whole process beyond free market principles that will protect the private property rights of land owners in an impacted area.

As of yesterday, the Precinct 3 office has filed Public Information Act requests with the following political subdivisions: the City of Kyle, Mountain City, the City of Buda, and Goforth Special Utility District. We filed these requests to ensure we have all information available in order to make the best decisions moving forward in our representation of the citizens of Hays County. We need to understand the entirety of the issue. If any information has been shared or discussed with these political subdivisions, access to that information will allow us to better assess the situation. I do not want to imply that these political subdivisions aren't cooperating with informal request. I believe that implementing formal requests was simply the best way to move forward in a timely manner. Hopefully, the Precinct 3 office will receive information from these entities in the near future that helps us better understand the issues at hand.

Commissioner Whisenant and I have placed an agenda item on the Commissioners Court agenda for next Tuesday, January 20th. In this Court session I plan to share with the Court the information we may have about this project. We will also discuss next steps. I assume this will be one of many meetings that we will have on this issue.

In closing, this is a very difficult and complicated issue. This proposed project may also have a direct impact on many people throughout Hays County. It is important in this time of tremendous change in Hays County that we do things wisely and carefully. We must also maintain our core principles and beliefs. As difficult as that can be, it is the challenge that is



JASON ISAAC

STATE REPRESENTATIVE
House District 45

For Immediate Release: May 24, 2015
Contact: Chelsey McGee - (512) 463-0647

BREAKING: Rep. Isaac and Sen. Campbell Pass Hays County Water Protection Bill

AUSTIN, TX - State Representative Jason Isaac (R-Dripping Springs) and State Senator Donna Campbell (R-New Braunfels) passed HB 3405 this evening in the Senate. HB 3405 will expand the boundaries of the Barton Springs-Edwards Aquifer Conservation District (BSEACD) to cover a portion of the Trinity Aquifer in Hays County that is not currently within a groundwater district.

Since the passage of HB 3405 in the House on May 8, 2015, Rep. Isaac and Sen. Campbell have diligently worked to fight off amendments and unnecessary language in the Senate.

"Today is a great day for Hays County. I'm pleased to announce an agreement has been reached that will protect private property rights and groundwater within Hays County," said Rep. Isaac. "Additionally, BSEACD is a non-taxing district, and residential and agricultural wells will be exempt from fees."

With the passage of HB 3405 we have protected the private property rights of those that may wish to sell their water, while protecting the private property rights of those surrounding well owners that may be negatively affected.

Sen. Campbell stated, "I am confident that we have taken a key step to protecting the Trinity Aquifer and current well owners who have been fearful of their wells running dry."

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**ENVIRONMENTAL ASSESSMENT, THREATENED OR
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT****385 YORK XING, WIMBERLEY, TX 78676**

(Address of Property)

- ☒ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☒ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within _____ days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer_____
Seller **K.R.A.K. INVESTMENTS, LLC**_____
Buyer_____
Seller **KATHY BLACKBURN, AGENT**

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 385 YORK XING
WIMBERLEY, TX 78676

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:



SignatureDateSignatureDate

PROTECTING YOUR HOME FROM MOLD

JUNE 2002

Mold growth problems can adversely affect many homeowners in Texas. Homeowners who act quickly and appropriately can prevent or correct conditions that may cause mold growth. The Texas Department of Health (TDH) and Texas Department of Insurance (TDI) prepared this publication to help you understand the concerns related to mold growth and to provide some effective steps you can take to help prevent mold growth. The following information will help protect your investment in your home and may prevent the possibility of health risks due to mold exposure.

If you are a renter, you should contact your landlord or property manager immediately when you have a maintenance need related to water damage.

WHAT ARE MOLDS?

Molds are microscopic organisms commonly found both indoors and outdoors. Molds, along with mushrooms and yeast, are known scientifically as fungi. Their purpose in nature is to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need a food source - any organic material, such as leaves, wood, paper, or dirt - and moisture. Since molds grow by "eating" the organic material, they gradually destroy whatever they are feeding on. Mold growth on surfaces can often be seen as a colored spot, frequently green, gray, brown, black or white. It commonly appears as a powdery, fuzzy, or hair-like material. Actively growing molds typically produce odors, sometimes described as earthy or moldy, or like mildew, old dirty socks, or ammonia. Molds release thousands of microscopic spores, which are lightweight, easily airborne and carried by air currents to surrounding areas. The spores must have both food and moisture to actually start growing, similar to plant seeds.

WHAT DO I DO IF A LEAK OCCURS?

Whether or not the water damage may be covered by your insurance policy, it is important to act quickly to prevent further damage to your home.

- Immediately stop the source of leak or flooding.
- Remove excess water with mops or a wet vacuum. If the damage is significant, consider contacting a water extraction company for immediate action.
- Whenever possible, move wet items to a secure, dry and well-ventilated area or outside to expedite drying.
- Protect repairable and undamaged items from further damage.
- Move rugs and pull up areas of wet carpet as soon as possible.
- Increase circulation in and around wet areas by opening closet and cabinet doors, moving furniture away from walls and running fans.
- If necessary, remove wallboard and flooring materials to dry out those areas.
- Don't throw away removed or damaged materials until instructed by your insurance company.
- Dry any damp or wet building materials and furnishings within 24-48 hours.
- Keep all receipts, photos and other relevant documents.
- Contact your insurance company, if applicable.

NOTE: The sooner the affected areas dry out and the source of the leak is repaired, the better your chances of minimizing damage to your property. If the water cannot be removed and the area dried promptly and efficiently, consider contacting a water extraction company for immediate action.

RESOURCES

For additional information, consult the mold and/or indoor air quality resources at the following:

Texas Department of Health
www.tdh.state.tx.us/beh/iaq/
1-800-572-5548

Texas Department of Insurance
www.tdi.state.tx.us/commish/mold.html
1-800-252-3439

U.S. Environmental Protection Agency
www.epa.gov/iaq/
1-800-438-4318

WHY ARE MOLDS A CONCERN?

Damage to the Home

It is common to find mold spores in the air inside homes, and on most surfaces including clothes, walls, and furniture. Most of the time mold spores found indoors come from outdoor sources. Routine cleaning of your home and furnishings helps keep these levels low. Cleaning small areas of visible mold, such as mold that may occur around your shower, is necessary to prevent unsanitary conditions.

The level of concern greatly increases when there are large amounts of active mold growth in your home. Large-scale mold problems are most likely to occur when there has been an on-going water leak, a flood, or very high levels of humidity in the home. Indoor mold growth may cause very high levels of airborne mold spores, which, in turn, may cause the spread of mold growth from the original source to other areas of the home where high moisture levels exist. Extensive mold growth can damage your home and belongings, such as carpets, sofas and cabinets. In time, unchecked mold growth can cause damage to the structural elements in your home. While there is no practical way to eliminate all mold and mold spores in the indoor environment, keeping your home clean and dry can prevent extensive mold growth and its related damage.

Health Effects

The vast majority of people are exposed to small amounts of mold or their spores on a daily basis without evident harm. However, mold growing inside a home is an unsanitary condition that may present potential health risks to occupants. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and possible health problems develop.

Potential health effects produced by molds may include allergic, irritating, or toxigenic effects, and rarely, infection. Allergic reactions are generally the most common health effect. Typical symptoms (alone or in combination) reported by people living in moldy homes include:

- respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- sneezing and/or nasal congestion
- eye irritation (itching, burning, watery, or reddened eyes)
- coughing or throat irritation
- skin rashes or irritation
- headaches
- fatigue

The potential health effects depend on the amounts and types of mold present, the length and frequency of exposure, and the sensitivity and health condition of exposed individuals. While many people seldom experience ill effects from mold exposures, some may develop very serious illnesses. Some persons exposed to mold or mold spores may become sensitized and develop allergies to the mold or other health problems. Even "dead" mold (including spores and pieces of mold) may still cause allergy, irritation, or toxigenic reactions. Thus, killing mold without removing the residue may still be a health concern. Complete removal and thorough cleanup of mold is the safest solution.

Individuals at greater risk who may experience more severe symptoms or become ill more rapidly than others include:

- individuals with existing respiratory conditions, such as allergies, asthma, or chemical sensitivities
- individuals with weakened immune systems due to conditions such as HIV infection or cancer treatment
- infants and young children
- the elderly

Anyone with a health problem they believe may be due to mold exposure should consult a medical professional.

Since you cannot remove all food sources for molds, it is important as a homeowner to take sensible precautions to prevent moisture from creating a breeding ground for mold.

MOISTURE CONTROL

- Maintain levels of humidity below 60% (preferably between 30% and 50%) by
 - venting bathrooms, dryers and other moisture-generating sources to the outside
 - avoiding blockage of air conditioning vents
 - using air conditioners and de-humidifiers
 - increasing ventilation by installing additional crawlspace and attic vents, opening windows or installing an air-to-air heat exchanger
 - using exhaust fans when cooking, dishwashing and cleaning
 - avoiding the use of unvented heaters or high heat in confined areas
 - setting the air conditioning thermostat to "auto" to prevent circulation of humid air.
- Add insulation to reduce the potential for condensation on cold surfaces (windows, piping, exterior walls, roof or floors).
- Consider using moisture sensors that sound an audible alarm when a leak occurs.

OTHER PRECAUTIONS

- **Water Valve** - Make sure everyone in the household knows where the main valve is located and how to turn the water off.
- **Rain Gutters and Downspouts** - Direct rainwater away from your home. Keep gutters clear and make sure downspouts are long enough to effectively carry water away from your foundation. Gutters that are filled with leaves and other debris allow water to back up on the roof, which can result in water damage to eaves and roofing material.
- **Insulate Pipes and Outside Faucets** - Minimize the potential for water damage from frozen, broken pipes by insulating supply lines (in attic, crawlspaces and exterior walls), protecting exposed outdoor faucets, sealing gaps in exterior walls and maintaining adequate heat in your home.
- **Sump Pump** - The sump pump is the first line of defense in preventing water seepage into basements. Periodically check the sump and remove any debris that could clog the pump. Consider installing a battery-powered backup to protect your basement during power outages.
- **Don't block weep holes** - Weep holes are openings at the foundation level of a brick wall that allow moisture to escape from behind the wall. Do not close or block these openings.
- **Monitor Utility Bills** - An abnormally high water bill could signal a water leak.
- **Before You Travel** - Turn the water off at the main valve or at major appliances. While you are away, consider leaving a house key and contact information with a neighbor or trusted friend and ask the person to check the inside and outside of your home periodically while you are away.

PREVENTION

- Purchase paint with EPA approved mold inhibitors
- Clean bathrooms often with mold killing products and keep surfaces dry
- Do not carpet bathrooms, basements, kitchens or other areas prone to collect moisture
- Repair damages that could lead to water intrusion promptly and properly
- Ensure that the home has adequate ventilation, including exhaust fans in the kitchen and bathrooms

INSPECTION

Inspect your home regularly for the indications and sources of indoor moisture. Establish a maintenance schedule to check the following sources of water leaks on a regular basis. Contact a maintenance or service company with any questions or concerns.

- **Hot Water Heaters** - Over time, these appliances may rust or develop cracks, and the resulting leaks can be very costly. Check your water heater for rust and deterioration every year. Check the drain pan for water and ensure that the drain line for the overflow pan is not clogged. Drain and clean the water heater as recommended by the manufacturer.
- **A/C Drain Lines** - Damage can occur when the line that drains condensation from the evaporator coils becomes clogged and water overflows from the drip pan. To prevent this, periodically check the drip pan for water and consider an annual inspection or service call to reduce the buildup of algae and mold in the drain line.
- **Appliance Hoses** - Broken hoses are among the most common causes of water damage. Regularly inspect hoses and hose fittings on washing machines, icemakers and dishwashers for kinks, cracks, bulges or evidence of deterioration. Replace standard rubber washing machine hoses every two to five years, or more frequently if they are showing signs of wear. Consider using steel-reinforced hoses for longer life.
- **Showers, Tubs, Sinks and Toilets** - Water that leaks from around bathtubs, showers, sinks and toilets can cause extensive damage because the leak is often hidden from view. To prevent leaks, make sure you have a continuous watertight seal of caulk around the edges of sinks, toilets, tubs and shower stalls. Cracks or mold on the caulk or on the grout at tiles on walls or shower floors may indicate that you do not have a watertight seal. Remove all caulk or grout, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk or grout on top of the old materials.
- **Visible Piping** - Routinely check piping under cabinets and sinks for leaks, rust and evidence of deterioration.
- **Waste/Garbage Disposal System** - Routinely check for cracking or other sources of leaks in the waste disposal system.
- **Caulking around Windows, Doors, Penetrations and Cracks** - Windows and doors should have a continuous bead of caulk sealing them to the exterior surface of the home. Penetrations of the exterior walls by pipes, electrical conduit, phone or cable lines, and exhaust ducts should also be caulked. Cracks or mold on the caulk may indicate that you do not have a watertight seal. Remove all caulk, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk on top of the old caulk.
- **Attic and Ceilings** - Routinely check for wet insulation and water stains.
- **Wallpaper** - Routinely check for bubbling and/or peeling, as well as pink or black stains.
- **Roofs** - Keep roofs free of debris that can damage roofing material and allow water to seep in. Trim tree branches to prevent them from rubbing and damaging the roof. Promptly repair missing or damaged shingles. Properly seal any cracks around chimneys, skylights and vents. Check metal flashing for holes, cracks or other damage. Replace flashing or use silicon caulk to seal any openings.
- **Landscape** - Yards should slope away from the house to prevent puddling near the foundation or under pier and beam houses.
- **Sprinklers and Irrigation System** - Do not allow sprinklers or sprinkler heads to soak the exterior of the home.
- **Check for evidence of water stains or odors, particularly after rains, on areas that could get wet.**

POTENTIAL SIGNS OF MOLD GROWTH

- Unexplained discoloration on any surface
- Musty odor
- Dark spots on or around vents
- Water stains anywhere
- Peeling or curling of vinyl floors or wallpaper



Published by
The Texas Department of Health
The Texas Department of Insurance



cb075.0602



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT PROPERTY INSURANCE FOR A BUYER OR SELLER

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A. The availability and the affordability of property insurance may affect both the buyer and the seller.

Typically a buyer will seek to insure the property. Most mortgage lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance at or before closing may delay the transaction or cause it to end, either of which can impose both inconvenience and cost to both the buyer and the seller.

B. There are a number of factors that affect the availability and affordability of insurance.

- (1) The level of coverage will significantly affect the cost of insurance. There are several levels of insurance coverage. For example:
 - (a) a policy may cover the replacement cost of the improvements and the replacement cost of many personal items in the property in the event of most casualties;
 - (b) a policy may cover only value of the improvements and exclude many casualties; or
 - (c) a policy may cover casualties and costs between the two noted extremes under (a) and (b).
- (2) Coverage levels and prices vary from company to company. There are many insurance companies conducting business in Texas who offer a variety of insurance products at various prices.
 - (a) One insurance company may refuse to insure a particular property or person while another insurance company may elect to do so.
 - (b) One insurance company may charge a significantly lower premium than another insurance company for the same or similar coverage.
 - (c) Generally, each insurance company has specific guidelines by which it prices its insurance policies. The following are examples of criteria that an insurance company may use in evaluating an application for insurance. The criteria vary from company to company.
 - (1) Past claims filed against the property to be insured in the 5 years preceding the application.
 - (2) Past claims filed by the applicant to be insured in the 5 years preceding the application.
 - (3) The applicant's insurance credit score.
 - (4) The past relationship between the insurance company and the applicant.
 - (5) The physical characteristics of the property such as condition, age, location, or construction materials.

C. Most insurance companies participate in the Comprehensive Loss Underwriting Exchange (CLUE) and obtain a CLUE report to evaluate the claims history of the property and the applicant.

- (1) Most insurance companies contribute information about claims to an insurance industry database known as CLUE (a registered trademark of Equifax, Inc.). An insurance company obtains a CLUE report when evaluating an application for insurance.
- (2) A CLUE report contains information about the claims history of the property and of the applicant for insurance.
 - (a) The CLUE report contains only data and does not inform the buyer or seller whether insurance is or is not available or at what cost.
 - (b) Insurance companies use the CLUE report in different ways.
 - (c) It is best to speak with an insurance agent with respect to how the information in a particular CLUE report affects the affordability and availability of insurance.

- (3) While CLUE reports are generally accurate, there may be errors in the reports.
 - (a) An event may be listed as a claim even though the insurance company did not pay any proceeds (for example, the cost of repair did not exceed the deductible or an inquiry may be incorrectly classified as a claim).
 - (b) Federal law permits a person to challenge inaccurate information. One may contact the administrator of the CLUE report (Lexis-Nexis) to correct information in a CLUE report.
- (4) A property owner may, for a fee, obtain the CLUE report on his or her property through companies such as Lexis-Nexis (<https://personalreports.lexisnexis.com>, 1-866-312-9076), A-Plus (800-709-8842) or other companies, most of whose services are accessible via the Internet. An owner may also contact the Equifax Insurance Consumer Center at 800-456-6004.

D. Promptly after entering into a contract to buy a property in Texas, the buyer should take the following steps to avoid delays in closing and to avoid additional costs.

If the buyer has the option to terminate the contract, the buyer should make sure that the buyer and the insurance agent have completed the following steps before the option expires.

- (1) Contact one or more insurance agents.
 - (a) The buyer should discuss the various levels of coverage with an insurance agent and ask questions that are necessary so the buyer understands the levels of available coverage.
 - (b) Insurance agents can provide applicants with written summaries of the various coverage levels.
 - (c) Basic summaries are available at the websites noted in Paragraph E.
- (2) **Submit an application** for insurance with the insurance agent of the buyer's choice.
 - (a) Applying for insurance promptly after entering into a contract to buy a property helps avoid surprises or delays in closing the transaction.
 - (b) Prompt application permits the buyer time to evaluate various coverage levels and prices.
 - (c) Delaying the application for insurance may limit opportunities to obtain the most suitable coverage and may limit opportunities to address any unforeseen problems or delays in obtaining coverage.
 - (d) In recent years, many transactions have been delayed or terminated because of problems associated with obtaining insurance.
- (3) Ask for written confirmation from the insurance agent that the insurance company:
 - (a) has received the application;
 - (b) has reviewed the applicant's CLUE report; and
 - (c) has conducted all necessary reviews to issue a policy at the particular price quoted (some insurance companies may ask for specific information or may wish to inspect the property).
- (4) Verify that the insurance coverage the buyer chooses is acceptable to the buyer's lender.

E. If one is not able to obtain insurance at a reasonable price or more information is needed, contact the Texas Department of Insurance (www.helpinsure.com or www.tdi.state.tx.us).

Receipt acknowledged by:



Signature

Signature

CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 07/31/2009)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



CAUTION



TEXAS ASSOCIATION OF REALTORS®
INSPECTOR INFORMATION

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TO: _____ (☒ Buyer (☐ Seller)

FROM: RE/MAX REAL PROPERTIES (Broker's Firm)

RE: 385 YORK XING, WIMBERLEY, TX 78676 (Property)

DATE: _____

The attached list includes inspectors licensed by the Texas Real Estate Commission and may also include other persons authorized by law to perform certain inspections (for example, termite inspectors, engineers, electricians, or plumbers). The list is not a complete list of all inspectors that may perform inspections. You may also obtain a list from other sources (for example, the local telephone directory or the Internet).

This firm strongly recommends that you hire inspectors to help you evaluate the condition of the Property.

Inspections are of conditions which are *present* and *visible* at the time of the inspections. Property conditions change with time and use. Inspectors are not likely to point out small problems or defects that are not reasonably observable at the time of inspection. Inspectors will not move furniture, appliances, permanent coverings, or other obstructions. Neither inspectors nor real estate licensees can guarantee future performance of any item.

This firm does not recommend any particular inspector and does not warrant the quality of any inspector's inspection.

It is recommended that you accompany the inspectors during the inspections. You should address any questions about an inspection directly to your inspector.

Real estate licensees are not inspectors by virtue of their real estate licenses.

It may be necessary to make certain arrangements for the inspectors, such as providing access and turning on utilities.

Receipt of this notice is acknowledged and:

☐ I choose to hire an inspector.

☐ I choose not to hire an inspector.

Buyer/Seller

Date

(TAR-2506) 01/01/14

RE/MAX Real Properties, 12111 Ranch Road 12 Suite 106 Wimberley, TX 78676
Phone: 512 848 6612 Fax: 512 857 8588 Allison AJ Harwood

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 1 of 1

385 YORK XING



TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- improperly installed or missing arc fault protection (AFCI) devices for electrical receptacles in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, or similar rooms or areas;
- ordinary glass in locations where modern construction techniques call for safety glass;
- the lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices; and
- lack of electrical bonding and grounding.

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)



TREC No. OP-I

This form is available on the TREC website at www.trec.state.tx.us

(TAR 2504) 10-10-11

NOTICE TO PROSPECTIVE BUYER

As required by law, I advise you to have the abstract covering the property known as

385 YORK XING

WIMBERLEY, TX 78676 (Address) examined by
an attorney of your own selection OR you should be furnished with or obtain a policy of
title insurance.

If the property is situated in a Utility District, Chapter 49 of the Texas Water Code
requires you to sign and acknowledge the statutory notice from the seller of the property
relating to the tax rate, bonded indebtedness or standby fee of the District.

DATED: _____ .

RE/MAX REAL PROPERTIES

Brokerage Company Name

ALLISON "AJ" HARWOOD

Broker or Sales Associate

I have received a copy of this **NOTICE TO PROSPECTIVE BUYER.**



Prospective Buyer

Prospective Buyer

This form has been approved by the Texas Real Estate Commission (TREC) for use when a contract of sale has not been promulgated by TREC. The form should be presented before an offer to purchase is signed by the prospective buyer. Texas real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>). TREC Notice to Prospective Buyer. OP-C replaces MA-C.



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS

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This form contains general information about mineral estates in published contract forms.

- 1. INTRODUCTION:** Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.
- 2. WHO OWNS THE MINERALS?** Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.
- 3. CONTRACT FORMS:** The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by the Texas Association of REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller **must** use the Texas Real Estate Commission's *Addendum for Reservation of Oil, Gas, And Other Minerals* (TREC No. 44-2, TAR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.
- 4. RESOURCES:** One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center (www.recenter.tamu.edu); and (b) the Railroad Commission of Texas (www.rrc.state.tx.us). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.



Printed Name

Date

Printed Name

Date



DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at <http://www.trec.state.tx.us> as well as a copy of their respective contracts. **YOU MAY CHOOSE ANY COMPANY.**

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALESPERSON NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

- | | |
|--|---|
| <input type="checkbox"/> Other Broker/Salesperson will receive no compensation from a residential service company. | <input checked="" type="checkbox"/> Listing Broker/Salesperson will receive no compensation from a residential service company. |
| <input type="checkbox"/> Other Broker/Salesperson receives compensation from the following residential service company | <input type="checkbox"/> Listing Broker/Salesperson receives compensation from the following residential service company: |

for providing the following services:

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name _____ License No. _____

By: _____

RE/MAX REAL PROPERTIES

Listing Broker's Name _____ 494844 License No. _____

By: Allison J Harwood

ALLISON "AJ" HARWOOD

 The undersigned acknowledges receipt of this notice:

Buyer

Seller **K.R.A.K. INVESTMENTS, LLC**

Buyer

Seller **KATHY BLACKBURN, AGENT**

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) RSC 1.

NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

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

385 YORKS XING, 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