



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF INFORMATION FROM OTHER SOURCES

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To: BUYER:
BUYER:

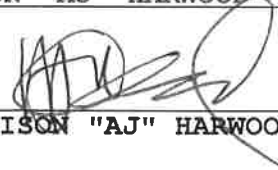
From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 220 MILL RACE LN , WIMBERLEY, TX 78676

Date: May 16, 2014

- (1) Broker obtained the attached information, identified as SELLER'S DISCLOSURE PACKAGE INCLUDING TAR FORMS#'S:2501,SURVEY DATED 06.27.2012,BUILDING SKETCH,C-1 PERMITTED USES & MAP, SECT. 155.092 INFORMATION, ,
from 1406,1407,1506,1906,1917,1414,2507,2508,1928,2504 & OAK WILT NOTICE FOR CENTRAL TEXAS FROM: SELLER. NOTICES AND GENERAL FORMS FROM THE 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, EXCEPT SELLER HAS MADE IMPROVEMENTS SINCE THE SELLERS DISCLOSURE WAS COMPLETED. (DISCLOSURE NOTICE SHOULD BE UPDATED)
- (3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

ALLISON "AJ" HARWOOD
Broker

By: 
ALLISON "AJ" HARWOOD

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 Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676

Phone: 512.848.6612

Fax: .

Allison AJ Harwood

220 MILL RACE

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

IMPROVEMENT SURVEY

C.R. 177 a.k.a.
MILL RACE LANE
(25' R.O.W.)

1/2" iron pin

edge of pavement

telephone pedestal

N 61°11'11"E 39.99'
N 71°06'31"E 39.74'

POINT OF BEGINNING

There is a cedar post fence along this property line. Fencelines meander.

Tract 2
1.547 Ac.
(1.55 Ac.)

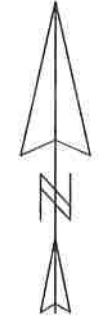
1.0 Ac.
1396
167

gravel driveway

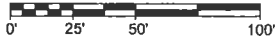
Special Flood Hazard Area
as scaled from FIRM map
listed below

Tract 1
1.701 Ac.
(1.70 Ac.)

2932
571



Scale 1" = 50'



TRACT 1: Being 1.701 acres of land, more or less, out of the AMASA TURNER SURVEY, A-461, in Hays County, Texas, being that same tract of land called 1.70 acres, as described and recorded in Volume 2932, Page 571, Hays County Official Public Records, said 1.701 acres being more particularly described by metes and bounds in the field notes attached hereto.

- = 1/2" iron pipe found unless otherwise noted
- ▲ = record location in approximate centerline of Cypress Creek
- E— = overhead electric line
- ∅ = utility pole
- = wood fence

[XXXX] = recorded data for 1.55 Ac., Vol 3157, Pg 141 H.C.O.P.R

(XXXX) = recorded data for 1.70 Ac., Vol 2932, Pg 571 H.C.O.P.R

= Hays County Deed Records



Copyright © 2012 Eagle Land Surveying. All rights reserved

CLIENT: Donna Rosenberg and Andrew Rosenberg
ADDRESS: 220 Mill Race Lane
Wimberley, Texas 78676

TITLE COMPANY: Independence Title Company
GF No.: 1212773-WIM

DATE: June 27, 2012 TRACT2.ZAK
SCALE: 1" = 50'

TRACT 2: Being 1.547 acres of land, more or less, out of the AMASA TURNER SURVEY, A-461, in Hays County, Texas, being that same tract of land called 1.55 acres, as described and recorded in Volume 3157, Page 141, Hays County Official Public Records, said 1.547 acres being more particularly described by metes and bounds in the field notes attached hereto.

A portion of this subject property does lie within a Special Flood Hazard Area, Zone AE, as determined from FIRM Hazard Map, Community Panel No. 480321 0355 F, dated September 2, 2005.



**EAGLE
LAND
SURVEYING**
(512) 847- 1079
P.O. Box 2264 Wimberley, TX. 78676

I hereby certify that this plat represents a survey made upon the ground under my supervision, June 18, 2012 and there are no visible or apparent encroachments upon this property, except as shown hereon.

Clyde Barroso
Clyde Barroso, R.P.L.S. #5404, State of Texas

Job No. 12-094 jj/cb



**EAGLE
LAND
SURVEYING**

P.O Box 2264 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

TRACT 2

June 27, 2012

FIELD NOTES DESCRIBING 1.547 ACRES OF LAND, MORE OR LESS, OUT OF THE AMASA TURNER SURVEY, A-461, IN HAYS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 1.55 ACRES, AS DESCRIBED AND RECORDED IN VOLUME 3157, PAGE 141, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 1.547 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a ½" iron pipe found on the South right-of-way line of County Road 177, now being entirely within the corporate limits of the City of Wimberley, also known as Mill Race Lane, being a 25 foot wide road easement as described and recorded in Volume 121, Page 270, Hays County Deed Records, said point being the North corner of that tract of land called 1.70 acres, as described and recorded in Volume 2932, Page 571, Hays County Official Public Records, said 1.70 acres also being surveyed this day and described separately, being the West corner of the afore mentioned 1.55 acre tract, and being the West corner of the herein described 1.547 acres, and the POINT OF BEGINNING for this description;

THENCE, N 71°06'31" E, with the South right-of-way line of Mill Race Lane, a distance of 39.74 feet to a ½" pipe found for an angle point;

THENCE, N 70°12'34" E, continuing with the South right-of-way line of Mill Race Lane, a distance of 91.84 feet to a ½" iron pin found at the West corner of that tract of land called 1.0 acres, as recorded in Volume 1396, Page 167, Hays County Official Public Records for the North corner of the herein described 1.547 acres;

page one of two

12-094 / fieldnotesT2.doc cb





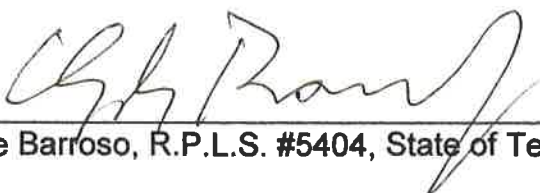
**EAGLE
LAND
SURVEYING**

P.O Box 2264 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

THENCE, S 29°37'00" E, leaving the South right-of-way line of Mill Race Lane, with the Southwest line of the 1.0 acres, the Northeast line of the 1.55 acres, a distance of 484.78 feet to a point in the approximate centerline of Cypress Creek, for the East corner of the herein described 1.547 acres, being at or near the South corner of the 1.0 acre tract, passing at 24 feet along this course an overhead electric line, running generally East-West, and passing at 322 feet another overhead electric line running generally North-South, and passing at 419.21 feet, a ½" pipe found on line near the end of a cedar post fence;

THENCE, S 47°35'53" W, with the approximate centerline of Cypress Creek, a distance of 137.51 feet to a point for the South corner of the herein described 1.547 acres, being the East corner of the afore mentioned 1.70 acres;

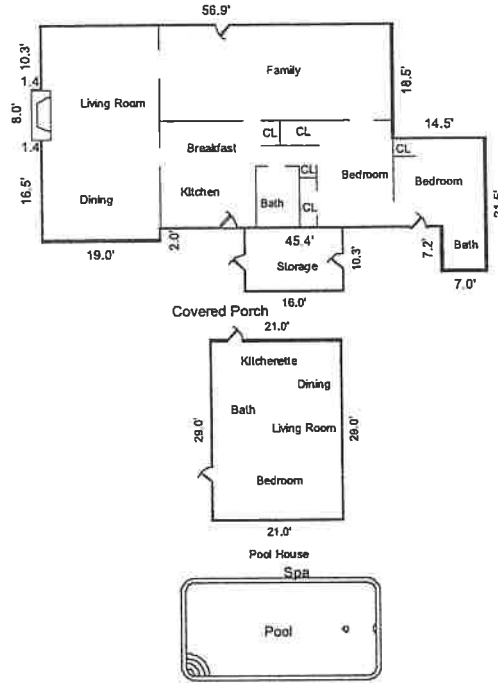
THENCE, N 29°07'53" W, leaving the centerline of Cypress Creek, with the Northeast line of the 1.70 acres, the Southwest line of the 1.55 acres, a distance of 538.30 feet to the POINT OF BEGINNING containing 1.547 acres of land, more or less, passing at 24 feet along this course, a large twin cypress tree at the waters edge, and passing at 516.30 feet, the afore mentioned overhead electric line, running generally East-West. These field notes accompany a survey plat by Eagle Land Surveying dated June 27, 2012, job number 12-094.


Clyde Barroso, R.P.L.S. #5404, State of Texas.



Building Sketch

Borrower	ESS Land & Cattle, Ltd.				
Property Address	220 Mill Race Lane				
City	Wimberley	County	Hays	State	TX
				Zip Code	78676
Lender	Treaty Oak Bank				



Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2173.3	
	First Floor	609.0	2782.3
OTH	Storage	164.8	164.8
Net LIVABLE Area		(Rounded)	2782

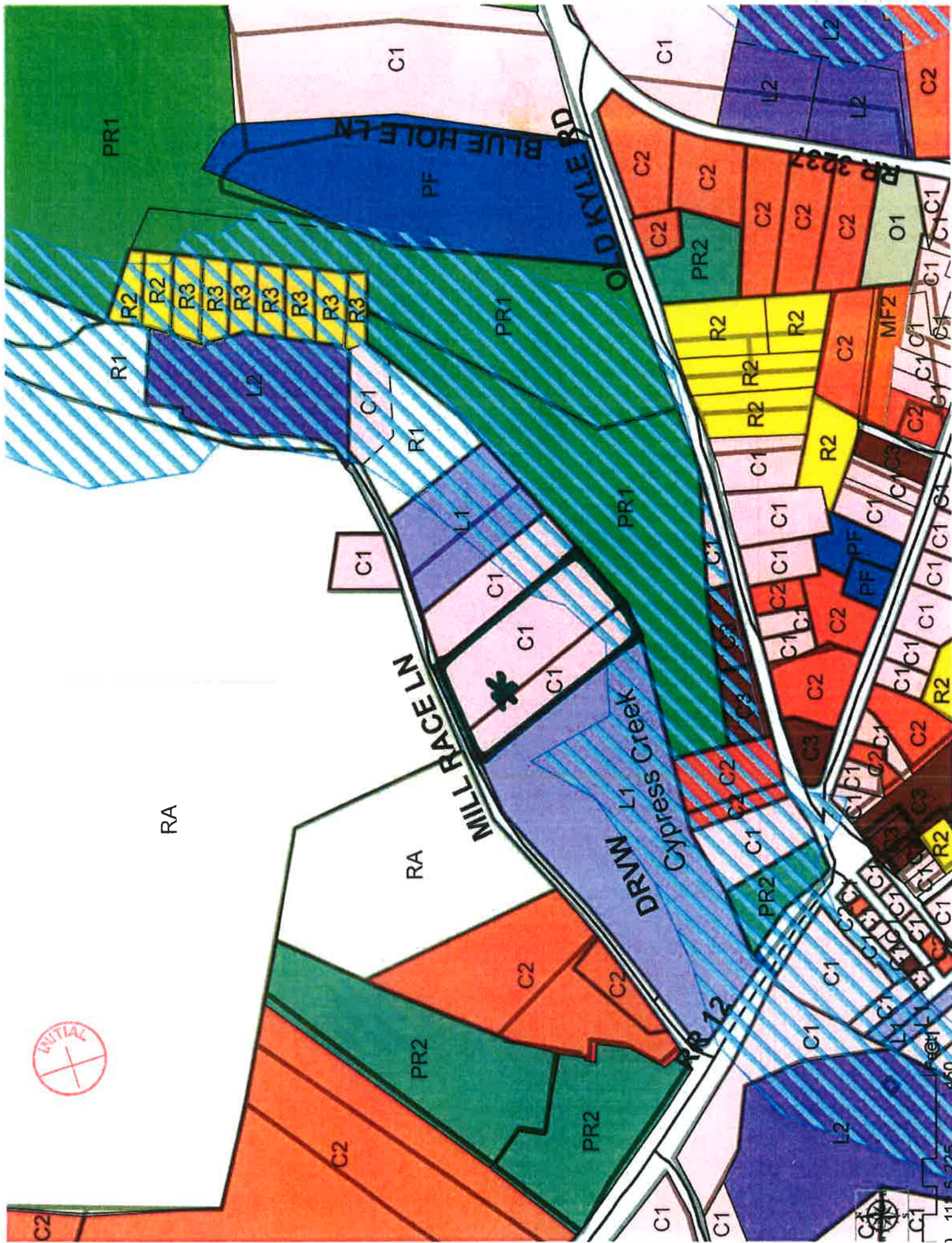
LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
1.4	x 8.0	11.2
14.3	x 71.4	1021.0
7.0	x 7.2	50.4
2.0	x 19.0	38.0
18.5	x 56.9	1052.7
21.0	x 29.0	609.0
6 Items		(Rounded) 2782



City of Wimberley Permitted and Conditional Uses

Zoning District	Description	Permitted Uses	Conditional Uses
SC	Scenic Corridor	Single Family Residence; Administrative and Professional Office; Religious Assembly; Retail Sales and Services: limited; Business Support Services; Funeral and interment services; Repair Services: Consumer; Eating Establishments; Communications Services; Animal Sales and Services; Connalescent Services; Arts and crafts sales and instruction; Commercial/ Single Family Residential; Adult Day Care Facility; Private Primary Educational Services; Private Secondary Educational Services; Medical Services; Personal Services; Bank and Savings and Loan; Accessory Uses	A Drive-Thru or Drive-In; Bank and Savings and Loan Drive thru; Bed and Breakfast; Telecommunications; Eating establishments including the sale of beer, wine, and alcohol for on-premise consumption; Package Stores
C1	Commercial - Low Impact	Administrative and Professional Office; Religious Assembly; Retail Sales and Services: limited; Business Support Services; Child Care Center; Repair Services: consumer; Eating Establishments: sit-down; Animal Sales and Services; Convalescent Services; Arts and Crafts Sales and Services; Commercial/Single family Residential; Adult Day Care Facility; Private Primary Educational Services; Private Secondary Educational Services; Medical Services: limited; Personal Services: limited; Bank and Savings and Loan; Accessory Uses; Single Family Residential; Low-Impact Institutional	A Drive-thru or Drive-in Facility; Bed and Breakfast Lodging; Telecommunications Towers; Eating Establishment: fast food with drive-through order windows; Health and Fitness and Exercise Facilities: limited







§ 155.092 PROTECTED WATERWAY OVERLAY DISTRICT; PW.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CREEK. A watercourse smaller than a river.

RIVER. A natural stream of water of fairly large size flowing in a definite course or channel or series of diverging and converging channels.

WATERSHED. An area of land over and through which water flows to the lowest point, which can be a creek, river, wetland, or lake.

(B) *General purpose and description.*

(1) The PW, protected waterway district is intended primarily for the protection of the rivers and creeks, as well as private property in close proximity to those rivers and creeks, found within the city limits and extraterritorial jurisdiction.

(2) The goal of the overlay is to maintain or improve the condition of the city's rivers and creeks by limiting the amount of impervious cover allowed near those features, to provide viable habitat for fish and wildlife, to reduce the possibility of future property loss due to flood damage while accommodating new growth, to maintain the integrity of high quality surface and ground water, and to help restore impaired waters by protecting vegetation, trees, and other features that serve to protect watershed health (such as ground and surface water quality). It is important that the city preserve the integrity of the community's watersheds because watersheds provide our drinking water, as well as resources for the area's economy, recreation, and wildlife.

(C) *Limits of overlay.* Application of this overlay is limited to Federal Emergency Management Agency (FEMA) studied and unstudied (unstudied are typically Zone A) waterways, as depicted on Flood Insurance Rate Maps (FIRM). It is limited to areas extending 150 feet from current riverbanks and 100 feet from current creek banks, or to that area defined on the most current FIRM as special flood hazard areas inundated by 100-year flood, whichever is greater. These areas may be generically referred to, below, as the setback.

(D) *Permitted uses.* Except as noted below, all construction within the PW district shall be prohibited. Permitted uses described for the PW district are governed by the allowable underlying zoning districts found associated with each river and creek (see this chapter and the city's planning areas map that accompanies the Comprehensive Plan). These permitted uses must conform to the following criteria, as well as to the special development standards set forth for this overlay district:

(1) Utilities, only if those utilities cannot feasibly be located outside the setback, and only under the following circumstances:

(a) The utilities shall be located as far from the watercourse bank as possible;



(b) Their installation and maintenance shall protect the integrity of the setback areas;

(c) They shall not impair the quality of the water found in the adjoining river(s) or creek(s); and

(d) Construction of any utility crossing shall meet the requirements of all applicable federal, state, county, and city ordinances on soil erosion and sedimentation control.

(2) Agricultural activities, provided:

(a) The activity does not impair the quality of the water found in the adjoining river(s) or creek(s); and

(b) The use meets all federal, state, county, and city environmental rules and regulations.

(3) Industrial and commercial land uses existing prior to the establishment of the PW district, provided:

(a) No previously existing use shall be expanded;

(b) The activity does not impair the quality of the water found in the adjoining river(s) or creek(s); and

(c) Those uses meet all federal, state, county, and city environmental rules and regulations.

(4) Single-family dwellings, including the usual appurtenances, if they comply with the following conditions:

(a) The dwelling is in compliance with all city zoning and building regulations;

(b) A septic tank or tanks servicing such a dwelling may be located within the PW district, and shall be pumped by a certified septic tank servicing company every 3 years;

(c) However, septic tank drainfields shall not be located within the PW district; and

(d) Only engineered wastewater treatment and disposal systems may be installed in the PW district.

(5) The construction of road crossings is allowed, provided that the construction meets the requirements of all applicable federal, state, county, and city ordinances on soil erosion and sedimentation control; and

(6) Recreational usage, consistent either with the maintenance of a vegetative buffer or with



river-dependent recreation, is allowed. Docks, paths, and walkways shall be consistent with this criterion.

(E) *Site development standards.* The site development standards of the PW district are the same as those of the allowable underlying district except for the following additional requirements and conditions:

(1) *Construction.* Except as expressly provided for under division (D) of this section, no new buildings shall be constructed within the special flood hazard areas inundated by 100-year flood zone as designated on the most current Flood Insurance Rate Map;

(2) *Septic tanks.* Except as expressly provided for under division (D)(4) of this section, dealing with single-family dwellings, septic tanks and septic tank drainfields are prohibited within the PW district;

(3) *Maximum impervious cover.* No impervious surface shall be constructed within a 150-foot setback area on both sides of a river as measured from the river's bank or within a 100-foot setback area on both sides of a creek as measured from the creek's bank, except for those uses described in division (D) above. This regulation shall not apply for residential building sites above the floodplain; and

(4) *Landscaping.* To reduce runoff into rivers and creeks, vegetation abutting river and creek banks shall not be eliminated within a distance of 10 feet from the banks except to provide a single point of access to the river or creek for each platted lot. The width of the single point of access shall not exceed 10% of the length of the lot's river- or creek-front footage or 20 feet, whichever is smaller. Following any land-disturbing activity within the river corridor, vegetative buffer shall be restored as quickly as possible.

(F) *Prohibited uses.*

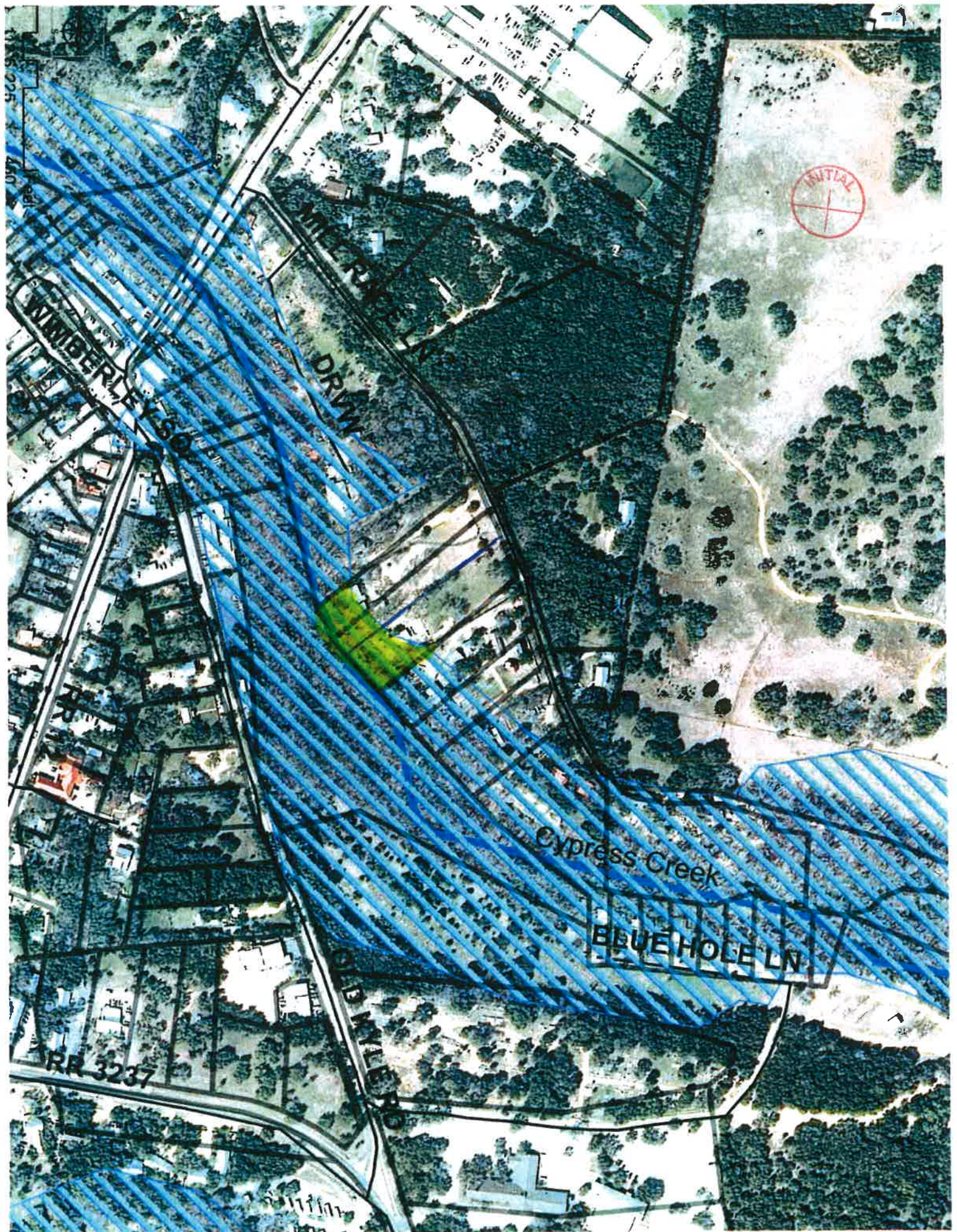
(1) Handling areas for the receiving and storage of hazardous waste shall be prohibited.

(2) Hazardous waste or solid waste landfills shall be prohibited.

(3) Wastewater treatment plants shall be prohibited.

(4) Parking lots shall be prohibited.

(Ord. 2001-010, § 50, passed 4-1-2001) Penalty, see § 155.999





TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

220 MILL RACE LN
WIMBERLEY, TX 78676

CONCERNING THE PROPERTY AT _____

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ _____ or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			✓
Carbon Monoxide Det.			✓
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher			✓
Disposal			✓
Emergency Escape Ladder(s)		✓	
Exhaust Fans			✓
Fences	✓		
Fire Detection Equip.			✓
French Drain			✓
Gas Fixtures			✓

Item	Y	N	U
Gas Lines (Nat/LP)			✓
Hot Tub		✓	
Intercom System		✓	
Microwave		✓	
Outdoor Grill		✓	
Patio/Decking		✓	
Plumbing System		✓	
Pool		✓	
Pool Equipment		✓	
Pool Maint. Accessories		✓	
Pool Heater		✓	
Public Sewer System		✓	

Item	Y	N	U
Pump: ☐ sump ☐ grinder			✓
Rain Gutters			✓
Range/Stove	✓		
Roof/Attic Vents			✓
Sauna		✓	
Smoke Detector		✓	
Smoke Detector – Hearing Impaired			✓
Spa		✓	
Trash Compactor		✓	
TV Antenna		✓	
Washer/Dryer Hookup	✓		
Window Screens	✓		

Item	Y	N	U	Additional Information
Central A/C		✓		☐ electric ☐ gas number of units: _____
Evaporative Coolers		✓		number of units: _____
Wall/Window AC Units	✓			number of units: _____
Attic Fan(s)		✓		if yes, describe: _____
Central Heat		✓		☐ electric ☐ gas number of units: _____
Other Heat		✓		if yes, describe: _____
Oven	✓			number of ovens: _____ ☐ electric ☐ gas ☐ other: _____
Fireplace & Chimney	✓			☐ wood ☐ gas logs ☐ mock ☐ other: _____
Carport		✓		☐ attached ☐ not attached
Garage		✓		☐ attached ☐ not attached
Garage Door Openers		✓		number of units: _____ number of remotes: _____
Satellite Dish & Controls		✓		☐ owned ☐ leased from _____
Security System		✓		☐ owned ☐ leased from _____
Water Heater	✓			☐ electric ☐ gas ☐ other: _____ number of units: _____
Water Softener		✓		☐ owned ☐ leased from _____
Underground Lawn Sprinkler		✓		☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility	✓			if yes, attach information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 1-01-10

Initialed by: Seller: _____ and Buyer: _____

Page 1 of 5

Concerning the Property at _____

Water supply provided by: ☐ city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____Was the Property built before 1978? ☒ yes ☐ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: metal Age: 6 yrs (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☐ no ☒ unknownAre you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks		☒
Ceilings		☒	Foundation / Slab(s)		☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof		☒			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		☒	Previous Foundation Repairs		☒
Asbestos Components		☒	Previous Roof Repairs		☒
Diseased Trees: ☐ oak wilt ☐ _____		☒	Other Structural Repairs		☒
Endangered Species/Habitat on Property		☒	Radon Gas		☒
Fault Lines		☒	Settling		☒
Hazardous or Toxic Waste		☒	Soil Movement		☒
Improper Drainage		☒	Subsurface Structure or Pits		☒
Intermittent or Weather Springs		☒	Underground Storage Tanks		☒
Landfill		☒	Unplatted Easements		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Unrecorded Easements		☒
Encroachments onto the Property		☒	Urea-formaldehyde Insulation		☒
Improvements encroaching on others' property		☒	Water Penetration		☒
Located in 100-year Floodplain	☒	☒	Wetlands on Property		☒
Located in Floodway	☒	☒	Wood Rot		☒
Present Flood Ins. Coverage (If yes, attach TAR-1414)		☒	Active infestation of termites or other wood-destroying insects (WDI)		☒
Previous Flooding into the Structures		☒	Previous treatment for termites or WDI		☒
Previous Flooding onto the Property		☒	Previous termite or WDI damage repaired		☒
Previous Fires		☒	Termite or WDI damage needing repair		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒			

Concerning the Property at _____

220 MILL RACE LN
WIMBERLEY, TX 78676

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☐ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☐ ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☐ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☐ ☐ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☐ ☐ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☐ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ ☐ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ ☐ Any condition on the Property which materially affects the health or safety of an individual.

☐ ☐ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at _____

220 MILL RACE LN
WIMBERLEY, TX 78676

Section 6. Seller ☐ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- | | | |
|--|---|---|
| ☐ Homestead | ☐ Senior Citizen | ☐ Disabled |
| ☐ Wildlife Management | ☐ Agricultural | ☐ Disabled Veteran |
| ☐ Other: _____ | | ☐ Unknown |

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☒ unknown ☐ no ☐ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller

Date

Signature of Seller

Date

Printed Name: **ESS LAND & CATTLE LTD**

Printed Name: _____

(TAR-1406) 1-01-10

Initialed by: Seller: _____, _____ and Buyer: _____

Page 4 of 5

Concerning the Property at _____

220 MILL RACE LN
WIMBERLEY, TX 78676

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:
- | | |
|----------------------|----------------|
| Electric: _____ | phone #: _____ |
| Sewer: _____ | phone #: _____ |
| Water: _____ | phone #: _____ |
| Cable: _____ | phone #: _____ |
| Trash: _____ | phone #: _____ |
| Natural Gas: _____ | phone #: _____ |
| Phone Company: _____ | phone #: _____ |
| Propane: _____ | phone #: _____ |
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer

Date

Signature of Buyer

Date

Printed Name: _____

Printed Name: _____



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

220 MILL RACE LN
WIMBERLEY, TX 78676

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: ☒ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: ☒ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? 2009
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TAR-1407) 1-7-04

Initialed for Identification by Buyer  and Seller  Page 1 of 2

RE/MAX Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676
Phone: 512.848.6612

Fax: Allison AJ Harwood

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

MILL RACE LN

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

 4/18/11
Signature of Seller Date
ESS LAND & CATTLE LTD

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date



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



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**

02-09-2004

CONCERNING THE PROPERTY AT 216 & 220 MILL RACE LN

WIMBERLEY

(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____ Seller ESS LAND & CATTLE LTD _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Other Broker _____ Date _____ Listing Broker _____ Date _____

RE/MAX WIMBERLEY

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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

**ENVIRONMENTAL ASSESSMENT, THREATENED OR
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT****216 & 220 MILL RACE LN, 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

ESS LAND & CATTLE LTD

Buyer_____
Seller

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, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 28-1. This form replaces TREC No. 28-0.



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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216 & 220 MILL RACE LN
WIMBERLEY, TX 78676

CONCERNING THE PROPERTY AT

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. The V-Zone is the area of highest risk.
- (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; and
 - (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.

(TAR 1414) 7-16-08

Page 1 of 2

Information about Special Flood Hazard Areas concerning

- (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).

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:

Signature

Date

Signature

Date

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "WIMBERLEY, TX" around the perimeter.

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 water. 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 (ChoicePoint, Inc.) 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 ChoicePoint, Inc. (www.choicepoint.com or www.choicetrust.com), 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

(TAR-2508) 4-26-04

A handwritten signature in black ink is written over a circular stamp. The stamp contains the word "INITIALS" at the top and some illegible text below.

Page 2 of 2

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.



Signature

Date

HUD-92564-CN (6/06)



CAUTION



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, recreation 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 at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)



TREC No. OP-1

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

(TAR 2504) 10-27-08

NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

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

220 MILLRACE LANE 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/>

 4/18/11
Seller Date



Buyer Date

Seller Date



Buyer Date


Listing Agent Date

Buyer's Agent Date