



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.**

CONCERNING THE PROPERTY AT 577 Cardinal Lane
Bellville, TX 77418

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	<input checked="" type="checkbox"/>		
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop		<input checked="" type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>		
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans		<input checked="" type="checkbox"/>	
Fences	<input checked="" type="checkbox"/>		
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain	<input checked="" type="checkbox"/>		
Gas Fixtures		<input checked="" type="checkbox"/>	

Item	Y	N	U
Gas Lines (Nat/LP)	<input checked="" type="checkbox"/>		
Hot Tub			
Intercom System		<input checked="" type="checkbox"/>	
Microwave		<input checked="" type="checkbox"/>	
Outdoor Grill		<input checked="" type="checkbox"/>	
Patio/Decking	<input checked="" type="checkbox"/>		
Plumbing System	<input checked="" type="checkbox"/>		
Pool		<input checked="" type="checkbox"/>	
Pool Equipment		<input checked="" type="checkbox"/>	
Pool Maint. Accessories		<input checked="" type="checkbox"/>	
Pool Heater		<input checked="" type="checkbox"/>	
Public Sewer System		<input checked="" type="checkbox"/>	

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder		<input checked="" type="checkbox"/>	
Rain Gutters		<input checked="" type="checkbox"/>	
Range/Stove	<input checked="" type="checkbox"/>		
Roof/Attic Vents	<input checked="" type="checkbox"/>		
Sauna		<input checked="" type="checkbox"/>	
Smoke Detector	<input checked="" type="checkbox"/>		
Smoke Detector – Hearing Impaired			<input checked="" type="checkbox"/>
Spa		<input checked="" type="checkbox"/>	
Trash Compactor		<input checked="" type="checkbox"/>	
TV Antenna		<input checked="" type="checkbox"/>	
Washer/Dryer Hookup	<input checked="" type="checkbox"/>		
Window Screens	<input checked="" type="checkbox"/>		

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <u>1</u>
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: _____
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: _____
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <u>1</u>
Other Heat		<input checked="" type="checkbox"/>		if yes, describe: _____
Oven	<input checked="" type="checkbox"/>			number of ovens: <u>1</u> <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney		<input checked="" type="checkbox"/>		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers		<input checked="" type="checkbox"/>		number of units: _____ number of remotes: _____
Satellite Dish & Controls	<input checked="" type="checkbox"/>			<input type="checkbox"/> owned <input checked="" type="checkbox"/> leased from <u>DISH Network</u>
Security System		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		<input checked="" type="checkbox"/>		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

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: Composition shingle Age: 7 years (approximate)

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

☐ yes ☒ no ☐ unknown

Are 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		X	Floors		X	Sidewalks		X
Ceilings		X	Foundation / Slab(s)		X	Walls / Fences		X
Doors		X	Interior Walls		X	Windows		X
Driveways		X	Lighting Fixtures		X	Other Structural Components		X
Electrical Systems		X	Plumbing Systems		X			
Exterior Walls		X	Roof		X			

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

Concerning the Property at _____

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

Prior to backyard grading + french drain installation, minimal water damage to patio door threshold

*Preventative termite treatment performed as a precaution 7/2007
10 yr warranty*

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: *Hickory Creek Ranch*

Manager's name: _____ Phone: _____

Fees or assessments are: \$ *65* 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: _____

Community Pond / Park

☐ ☒ 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.

☐ ☒ 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 _____

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


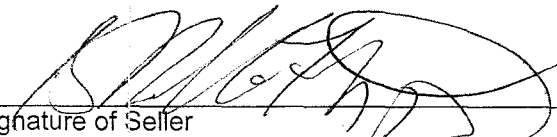
Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

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.

 7/10/09
 Signature of Seller _____ Date _____
 Printed Name: Brian W. Fitzgerald _____
 7/10/09
 Signature of Seller _____ Date _____
 Printed Name: S. Rashelle Fitzgerald _____

Concerning the Property at _____

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: San Bernard Electric Sewer: Alton Veselka 281 341 6961
Water: Austin County Water Supply Cable: Dish Network
Trash: Ark Waste Removal Natural Gas: _____
Local Phone: AT&T Propane: Fayetteville Propane
- (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 and acknowledges the property complies with the smoke detector requirements of Chapter 766, Health and Safety Code, or, if the property does not comply with the smoke detector requirements of Chapter 766, the buyer waives the buyer's rights to have smoke detectors installed in compliance with Chapter 766.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

577 Cardinal Lane
Bellville, TX 77418

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

- (1) Type of Treatment System: ☐ Septic Tank ☒ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: spray ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: 3 spray nozzles located on NE side of house ☐ Unknown
- (4) Installer: 2002 ☒ Unknown
- (5) Approximate Age: 2002 ☐ 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: Alton Veselka
Phone: 281 341 6961 contract expiration date: 11/9/2009
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? —
- (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.**

- 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)</u> <u>without water-</u> <u>saving devices</u>	<u>Usage (gal/day)</u> <u>with water-</u> <u>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.

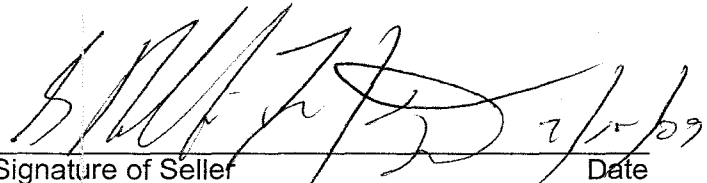


Signature of Seller

Brian W. Fitzgerald

7/10/09

Date



Signature of Seller

S. Rashelle Fitzgerald

Date

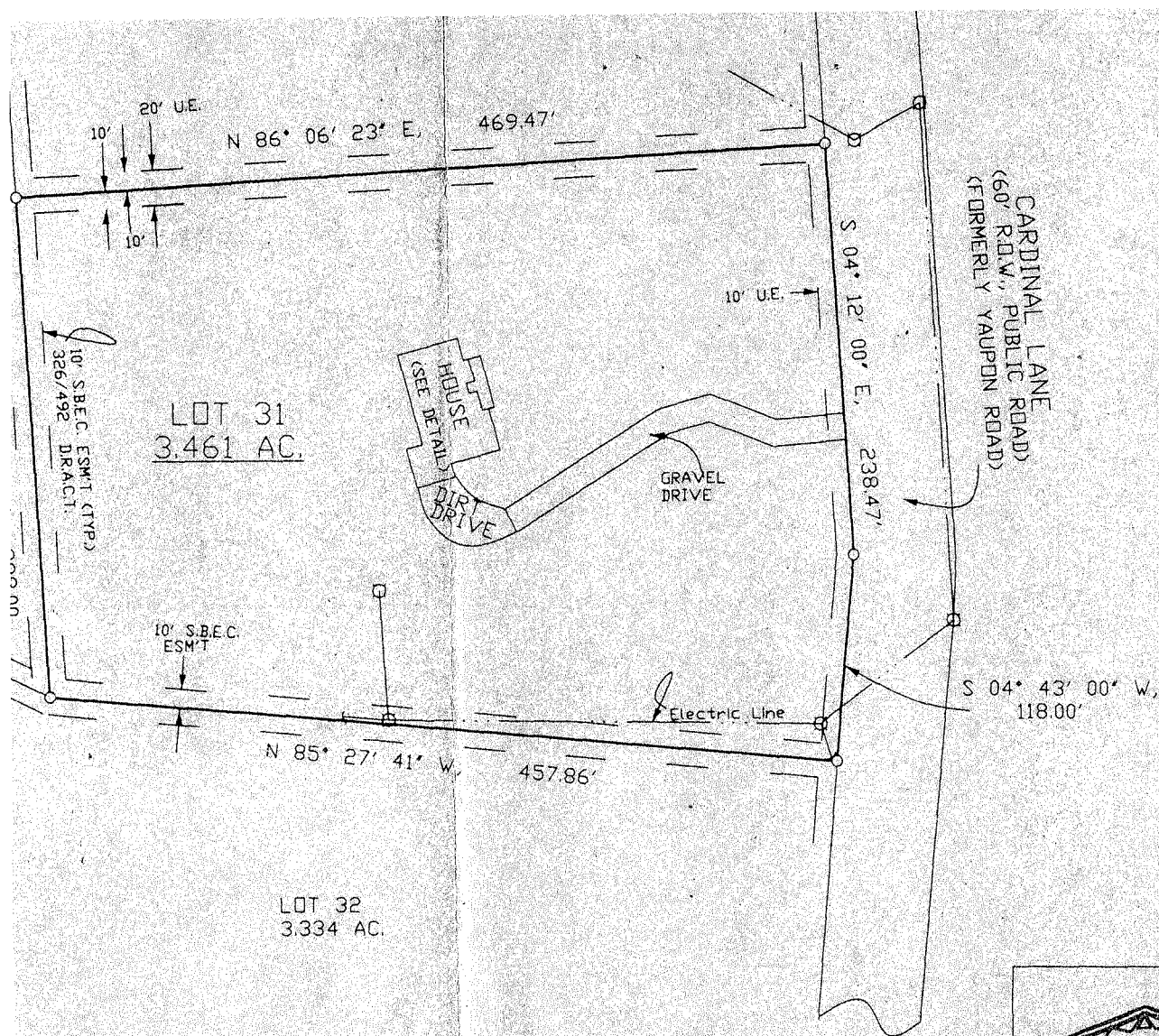
Receipt acknowledged by:

Signature of Buyer

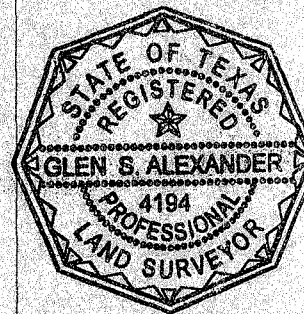
Date

Signature of Buyer

Date



- NOTES: 1.) The tract of land shown hereon lies within Zone 'X' (Areas determined to be outside the 500-year floodplain) of the Flood Hazard Zone according to the F.I.R.M., Flood Insurance Rate Map# 48015C 0050C, effective date January 17, 1990.
- 2.) Bearings shown hereon are based on the plat of Hickory Creek Ranch Subdivision, recorded in Volume 326, Page 24 D.R.A.C.T.
- 3.) That easement to Texas Public Utilities Co. recorded in Volume 68, Page 45 D.R.A.C.T. is not described well enough to locate on the ground.
- 4.) • denotes found 1/2" Iron rod, unless otherwise noted.



PAUL A. & KIMBERLY A.
WELLBORN

ALEXANDER SURVEYING

105 E. Luhn Street P. O. BOX 386
Bellville, Texas 77418
Phone: 979-865-9145 Fax: 979-865-5988

Glen S. Alexander	County AUSTIN	Field Crew E.A.
R.P.L.S. No. #4194	ARTHUR LOTT LGE, Survey A-254	Computations G.A.
Date APRIL 9, 2001	City	Drafting D.C.

HICKORY CREEK

STATE OF TEXAS

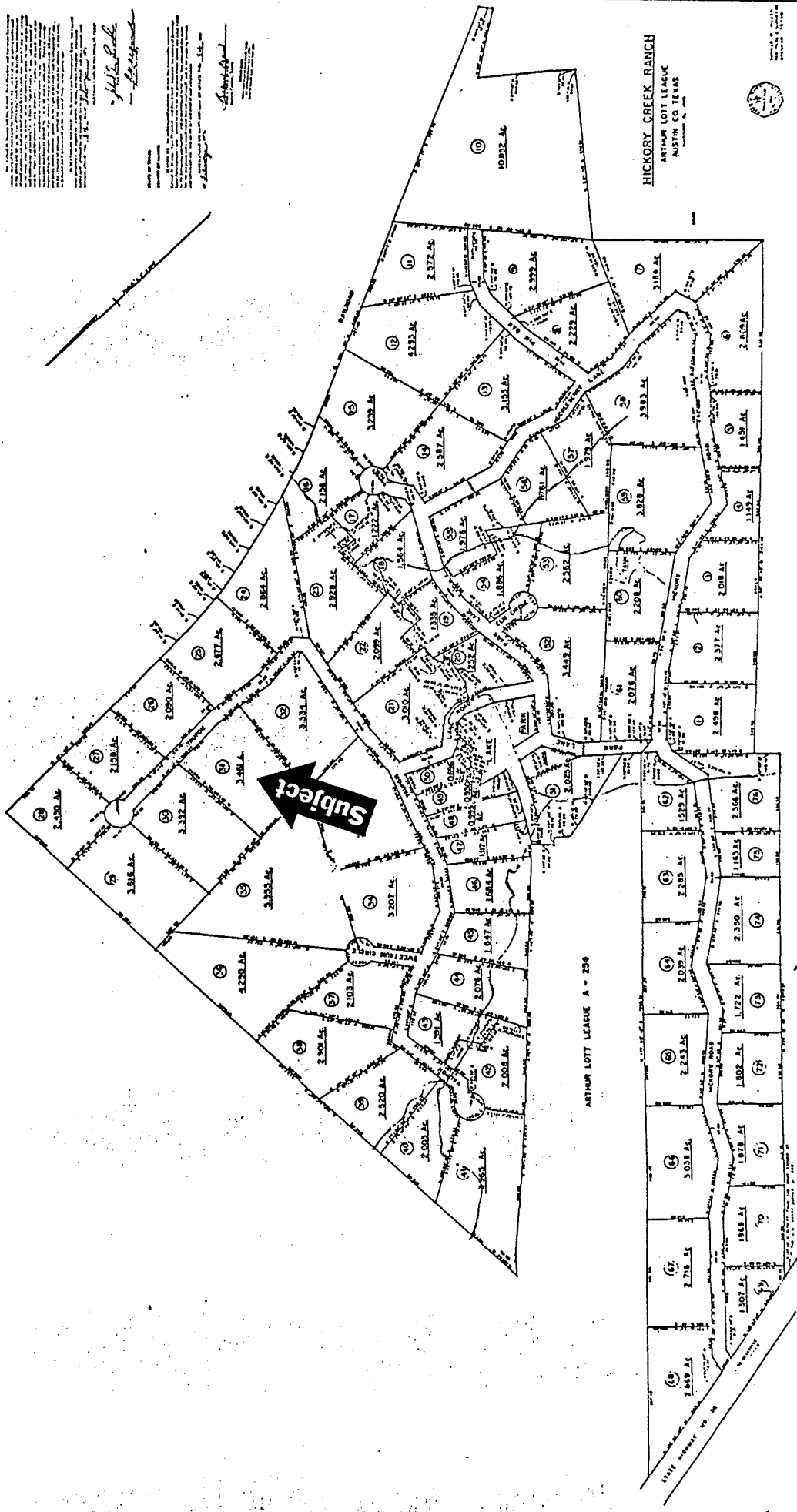
County of Travis
City of Austin
Hickory Creek Ranch
Arthur Lot Lease
Austin Co Texas

Hickory Creek Ranch
Arthur Lot Lease

County of Travis
City of Austin
Hickory Creek Ranch
Arthur Lot Lease
Austin Co Texas

Hickory Creek Ranch
Arthur Lot Lease

HICKORY CREEK RANCH
ARTHUR LOT LEASE
AUSTIN CO TEXAS



ARTHUR LOT LEASE A - 254

DEED RESTRICTIONS
For
HICKORY CREEK RANCH
(File No. 540)

THE STATE OF TEXAS
COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS;

THAT, BERTMAN LAND DEVELOPMENT CORP., a Texas corporation (referred to herein as "Developer"), with offices and principal place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized officers, is the owner of all that certain real property situated in Austin County, Texas, know as Hickory Creek Ranch (being sometimes referred to herein as "the Subdivision"), according to the plat of said Hickory Creek Ranch, filed for record in the Office of the County Clerk of Austin County, Texas, on _____ (March 26, 1971) _____ under County Clerk's File Number ____ (540) _____ to which plat and the record thereof reference is here made for a full and particular description of said real property.

Developer desires to create and carry out a uniform plan for the improvement, development, and sale of all of the lots in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values in the Subdivision; and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, and conveyance of all lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

SUBDIVISION RESTRICTIONS

1. Except for certain specific variations hereinafter provided, each parcel shall be used only for non-commercial, residential and recreational purposes.
2. Only one single family residence and appurtenances to rural living shall be created, placed, altered or remain on any Tract, except TRACTS Numbered 68 and 69, which may be used for retail business; and no Tract shall be subdivided into smaller tracts, except Tracts Numbered 10, 33, 35, 36, 41, 52, and 59, which may be subdivided into tracts containing no less than 1.50 acres.
3. All residences must contain at least a minimum of 600 square feet under-roof living area, exclusive of open porches and garages. No tent, trailer, or mobile home shall be placed or permitted to remain on any Tract for a greater period of time than three (3) consecutive days. All improvements shall be constructed with new materials and of such design as to create a pleasant appearance compatible with the surroundings.
4. No billboards, signs, or other advertising shall be placed upon the property other than one identifying the owner or "For Sale", "For Rent" or "For Lease" signs of no more than six (6) square feet.
5. No structure shall be erected closer to the road or street on which it fronts than one third of the total depth of the tract no closer to any side line than twenty-five (25) feet nor to any rear line than twenty (20) feet, except as to Tracts Numbered 47 through 51, where side line and rear line set back shall be ten (10) feet and thirty-five (35) feet, respectively.

Bertman Land Development Corp. or its successors or assigns, or Hickory Creek Ranch Civic Association shall have the authority to alter the front, side and rear set-back distances when, in its discretion, it is deemed reasonable and advisable.

6. No noxious or offensive trade or activity shall be permitted on any part of any tract, and each owner and occupant shall keep their property clean and free of trash, inoperable cars and machinery and other junk, and shall maintain the improvements in a reasonable good state of repair.
7. No firearms may be discharged within any tract.
8. No outside toilets shall be installed or maintained. Each dwelling shall be equipped with a properly installed and functioning sanitary septic tank and field lines of sufficient capacity. Drain lines shall be so constructed as not to permit drainage into ditches, lakes or natural water courses.
9. No dam, earthen fill or obstruction of any kind shall be constructed or permitted to remain on any creek, water course or drainage course of a height greater than three (3) feet above the natural grade without the prior written consent of the Civic Association, or Bertman Land Development Corp., and any adjoining tract owner on whose property the bank water may flow, provided, nevertheless, such prohibitions shall not apply to dams and lakes being constructed by Bertman Land Development Corp. for the use of all owners of Tracts within the Subdivision. The Civic Association or Bertman Land Development Corp., shall have the right and authority to make rules and regulations regarding the use of any lakes constructed for use by all owners of Tracts within Hickory Creek Ranch.
10. Driveways from the access roads into the Tracts shall have installed culverts of not less than twelve (12) inches in diameter.
11. No electric fences shall be constructed or remain on or near the outside boundary lines of any tract. All fencing must be first approved by Bertman Land Development Corp., or its successors or assigns, or the Civic Association before construction.
12. No poultry, hogs or other livestock of any kind shall ever be kept or allowed to occupy any part of any Tract, except that each owner of a Tract shall be permitted to pasture riding horses for use of members of the household and their guests. If in the sole discretion of Bertman Land Development Corp., or its successors or assigns, or the Civic Association, it is deemed to be a benefit and a convenience to the owners of property in the Subdivision, commercial stabling and pasturing of horses owned by owners of Tracts or available for such owners hiring, may be permitted upon Tracts Numbered 10, 29, 30, 31, 35, and 36. Each owner shall provide adequate fencing on all sides of his Tract to contain any horses.
13. Insofar as Bertman Land Development Corp., or its successors or assigns has the right and authority to do so, no prospecting, mining, drilling or production of oil, gas or other minerals shall ever be permitted on any part of any tract, but such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.
14. A maintenance fee of \$48.00 per Tract shall be levied and collected each year from each owner, which fee shall be due and payable not later than January 1st of each year, and shall be considered delinquent on January 31st, bearing interest thereafter at the rate of 9% per annum; or at the option of Bertman Land Development Corp., or its successors or assigns until such time as the Civic Association has been created as hereinafter provided, and shall be secured by a lien upon the Tract for which it is due and subject to foreclosure the same as a default in the payment of any installment of purchase price

under this Contract for Deed, or a subsequent Deed of Trust, or by any other procedure of foreclosure of liens afforded by law.

15. These restrictions shall be in force until December 31st, 1995, and shall be automatically extended for additional ten-year periods until and unless a majority of the owners vote to alter, amend or vacate same, each owner being entitled to one vote for each acre or portion thereof that he may own at the time of the voting. These restrictions shall be binding upon and inure to the benefit of each and every person owning property in Hickory Creek Ranch, their heirs, successors and assigns, and may be enforced by Bertman Land Development Corp., or its successors or assigns, Hickory Creek Ranch Civic Association, or any owner of a Tract in said Subdivision.
16. An Association under the Laws of the State of Texas shall be established and known as Hickory Creek Ranch Civic Association, consisting of all of the owners of land in Hickory Creek Ranch, for the purposes of owning, maintaining and regulating the use of the park, lake areas, common recreational facilities and roads (when same are acquired), collection of the annual maintenance fee, acting upon matters herein delegated to it and enforcing these restrictions. The Association shall be formed at the time that Bertman Land Development Corp., or its successors or assigns shall sell the last tract in the Subdivision, or at such earlier date as may be chosen by said Bertman Land Development Corp., or its successors or assigns. In the event that the formation of the Association is at a earlier date, the powers and rights of Bertman Land Development Corp., or its successors or assigns, shall continue co-extensive with the said Association.
17. The legal and fee simple title in and to all roads, streets, parks and lakes shown on the map or plat of the Subdivision is hereby specifically reserved in Bertman Land Development Corp., or its successors or assigns, but subject to the rights of owners of Tracts in the Subdivision to use and enjoy same for the purposes intended. However, Bertman Land Development Corp., or its successors or assigns reserves the right to dedicate to the public any and all roads and streets at such time or times as it may choose.
18. Easements for gas, water, sewer, electric and telephone lines ten (10) feet wide adjacent to all lines of each Tract are hereby reserved by Bertman Land Development Corp., or its successors or assigns, for use by any private or public utility company in construction and maintenance of any such lines; but in so doing, Bertman Land Development Corp., or its successors or assigns, does not represent or promise that all of these utilities can be or will never be constructed.

IN WITNESS WHEREOF, these presents have been executed in counterparts, each executed counterpart to have the full force and effect of an original, this the 25th day of March, 1971.

BERTMAN LAND DEVELOPMENT CORP.

By Jeland D. Brooks
Vice President

ATTEST:

R. N. Alford
Assistant Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared LELAND D. BROOKS, Vice President and R. N. ALFORD, Assistant Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same as the act and deed of BERTMAN LAND DEVELOPMENT CORP. of Houston, Harris County, Texas, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of March, A.D. 1971.



J. E. Bull
Notary Public in and for
Harris County, Texas

Filed for Record on the 26th day of March, A. D., 1971, at 8:50 o'clock A. M.
Duly Recorded this the 26th day of March, A. D., 1971, at 10:45 o'clock A. M.


Dorothy Himly, County Clerk,
Austin County, Texas
By R. H. Hatcher, Deputy.

ALL DONE IN OPEN COURT on the 8th day of March, A.D., 1971, whereupon,
at 3:40 P.M. on the said 8th day of March, A.D., 1971, the Court adjourned.

EXECUTED AND APPROVED this the

18th day of March, A.D., 1971.

ATTEST:

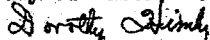

DOROTHY HIMLY
County Clerk


J. LEE DITTERT, JR.
County Judge.

THE STATE OF TEXAS,
COUNTY OF AUSTIN,

I, Dorothy Himly, Clerk of the County Court in and for said County, do hereby certify that the above and foregoing is a true and correct copy of the order made and entered by the Commissioners' Court of Austin County, Texas, at the regular March term, A. D., 1971, of said Court, approving filing of revised plat of Hickory Creek Ranch, a subdivision in the Arthur Lott League, Austin, County, Texas, as same appears on record in Volume "V" pages 252-253 Minutes of said Commissioners' Court.

Witness my hand and seal of the County Court of Austin County, Texas, this the 23rd. day of March, A. D., 1971.


Clerk, County Court, Austin County, Texas.

Filed for Record on the 26th. day of March, A. D., 1971, at 8:50 o'clock A. M.
Duly Recorded this the 28th. day of March, A. D., 1971, at 10:40 o'clock A. M.

Dorothy Himly, County Clerk,
Austin County, Texas

By K. H. Trubert, Deputy.

080792

**Amendment of the Deed Restrictions For Hickory Creek Ranch
(File No. 540)**

With a majority of property owners within the Hickory Creek Ranch Subdivision voting in favor of, the following changes to paragraph fourteen (14) of the deed restrictions have been approved on the fourteenth day of October in the year 2007.

14. A maintenance fee of \$65.00 per Tract shall be levied and collected each year from each owner, which fee shall be due and payable not later than January 1st of each year, and shall be considered delinquent on January 31st, bearing interest thereafter at the rate of 9% per annum; or at the option of Bertman Land Development Corp., or its successors or assigns until such time as the Civic Association has been created as hereinafter provided, and shall be secured by a lien upon the Tract for which it is due and subject to foreclosure the same as a default in the payment of any installment of purchase price under this Contract for Deed, or a subsequent Deed of Trust, or by any other procedure of foreclosure of liens afforded by law.

Hickory Creek Ranch Civic Association
By the Civic Association officers:

Martin Biehle
Martin Biehle – President

Ed Randolph
Ed Randolph -- Vice President

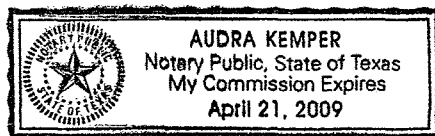
Gary Kaufman
Gary Kaufman – Treasurer

Hedi Goodwin
Hedi Goodwin – Secretary

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me, the undersigned authority, on 13 day of February, 2008 by Martin Biehle, Ed Randolph, Gary Kaufman, Hedi Goodwin, The Civic Association officers of Hickory Creek Ranch Civic Association on the behalf of the Association.



Audra Kemper
Notary Public in and for
The State of Texas
My Commission Expires: _____

FILED

08 FEB 14 PM 2: 28

Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

I certify that this instrument was filed, recorded in the
and was duly acknowledged in the
OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas

