



**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.  
 ©Texas Association of REALTORS®, Inc., 2004

**CONCERNING THE PROPERTY AT**

**5715 S COUNTY RD 1214  
 MIDLAND, TX 79706**

**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: Southeast side of property ☐ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: two years ☐ 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? never
- (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 77

DS  
77

Page 1 of 2

Information about On-Site Sewer Facility concerning

5715 S COUNTY RD 1214  
MIDLAND, TX 79706

**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.

DocuSigned by:  
  
Signature of Seller  
NEIL FOUGERE  
2/25/2019  
Date

  
Signature of Seller  
JAMI FOUGERE  
Feb 25/19  
Date

Receipt acknowledged by:

Signature of Buyer  
DateSignature of Buyer  
Date

\*\*\*\* Electronically Filed Document \*\*\*\*

Midland County  
Cheryl Becker  
County Clerk

Document Number: 2013-20694  
Recorded As : ERX-RECORDING

Recorded On: August 27, 2013  
Recorded At: 02:58:21 pm  
Number of Pages: 4

Recording Fee: \$24.00

Parties:

Direct-  
Indirect-

Receipt Number: 411750  
Processed By: Vangie Montemayor

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.



State of Texas  
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly  
RECORDED in the named RECORDS of Midland County, Texas as stamped herein.

*Cheryl Becker* County Clerk  
Midland County, Texas

OF 1307-079-BW

**Warranty Deed with Vendor's Lien**

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

 WEST TEXAS ABSTRACT  
 GF # 1307-079-BW

**Date:** August 26, 2013

**Grantor:** Leziye A. Riekey

**Grantee:** Hanson Development, LLC and KEA Homes, a Texas General Partnership composed of Merced Rico and Laura Rico

**Grantee's Mailing Address (including county):**

900 Citation  
 Midland, Midland County, Texas 79705

**Consideration:**

A note of even date executed by Grantee, payable to the order of Community National Bank, in the principal amount of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$157,500.00). This note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to Marshall S. Louder, Trustee.

Community National Bank, at Grantee's request, having paid in cash to Grantor part of the purchase price of the property that is evidenced by the note described, the superior vendor's lien and superior title to the property are transferred to Community National Bank.

**Property (including any improvements):**

A 28.254 acre tract of land out of the NE/4 of Section 29, Block 39, T-2-S, T.&P. RR. Co. Survey, Midland, County, Texas save and except a 38 foot wide strip along the West boundary line and being described more fully by metes and bounds as follows:

BEGINNING at a 1/2" I.R. found for the NE corner of this tract in the South Line of Davis Road, from which point the NE corner of Section 29, bears N. 74° 46' E. 1908.0 feet and bears N. 15° W. 30.0 feet;

THENCE S. 15° 02' 33" E. 1367.66 feet to a 2" I.R. found for a corner of this tract;

THENCE N. 74° 46' E. 637.0 feet to a 1/2" I.R. found for a corner of this tract;

THENCE S. 15° 54' 33" E. 385.97 feet to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 74° 46' W. 1197.84 feet to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 15° 26' 05" W. 1753.61 feet to a 1/2" I.R. with cap set in the South line of Davis Road for the NW corner of this tract;

THENCE N. 74° 46' E. 567.0 feet along the South line of Davis Road to the PLACE OF BEGINNING.

Containing 28.254 Acres of Land

#### Reservations from Conveyance

All oil, gas and other minerals in, on or under said land reserved by prior grantors.

#### Exceptions to Conveyance and Warranty

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2013, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

**Restrictions:** These restrictions are effective for a period of Twenty-Five (25) years from date of original closing. After that time, they become inoperative unless they are extended by a majority agreement of the people who then own the property.

1. Any subsequent subdivision of this property can be no less than two acres each with all restrictions applying to each subdivided property.
2. Each residential structure shall be of 80 percent masonry construction and no smaller than 1600 Square Feet, no more than two stories in height, utilizing all new materials. The 1600 square foot minimum shall not include porches, breezeways or attached garages. All construction must comply with all Midland County building rules and regulations.
3. No Mobile Homes, Manufactured Homes, Prefab Homes, Tents or travel trailers may be used as residences.
4. Non Residential Buildings (Shops, Detached Garages, Barns) must be of new metal (No less than 26 gauge sheeting) or masonry construction, with concrete floors.
5. Water and Sewer: All water wells and septic systems must be in accordance with current Midland County and State of Texas codes and regulations.
6. No Vehicles on blocks or in non-working order are allowed. All large trucks and Recreational Vehicles over one ton capacity to be parked inside garages, shops or barns when not in use. No junk, Oilfield Equipment, Scrap Metal, or piles of any wood shall be permitted on any tract.
7. No swine of any variety. Horses and farm animals are allowed if kept in fenced areas or pens. Cats and dogs are not considered farm animals.
8. No commercial venture is allowed.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

  
LEZLYE A. RICKEY

STATE OF TEXAS

COUNTY OF MIDLAND

§  
§  
§

This instrument was acknowledged before me on August 26, 2013 by LEZLYE A. RICKEY.



  
Notary Public, State Of Texas

AFTER RECORDING RETURN TO:

West Texas Abstract & Title Company, LLC  
3700 North Big Spring Street  
Midland, Texas 79705

PREPARED IN THE LAW OFFICE OF:

G. Lance Holland  
3700 North Big Spring Street  
Midland, Texas 79705

L:\Docs\08.26.2013\1307-079-BWWDVL.DOC

Warranty Deed with Vendor's Lien

\*\*\*\* Electronically Filed Document \*\*\*\*

Midland County  
Cheryl Becker  
County Clerk

Document Number: 2013-27630  
Recorded As : ERX-RECORDING

Recorded On: November 20, 2013  
Recorded At: 10:45:09 am  
Number of Pages: 5

Recording Fee: \$28.00

Parties:

Direct-  
Indirect-

Receipt Number: 419376  
Processed By: Vangie Montemayor

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



State of Texas  
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

*Cheryl Becker* County Clerk  
Midland County, Texas

## AMENDMENT OF DEED RESTRICTION

**Date:** November 19, 2013

**Original Instrument:** Warranty Deed with Vendor's Lien dated August 26, 2013 recorded under County Clerk's File Number 2013-20694 Official Records of Midland County, Texas.

**Grantor:** Lezlye A. Rickey

**Grantee:** Hanson Development, LLC and KEA Homes, a Texas General Partnership composed of Merced Rico and Laura Rico

**Lender:** Community National Bank

**Property:** A 28.254 acre tract of land out of the NE/4 of Section 29, Block 39, T-2-S, T.&P. RR. Co. Survey, Midland, County, Texas save and except a 38 foot wide strip along the West boundary line and being described more fully by metes and bounds as follows:

BEGINNING at a 1/2" I.R. found for the NE corner of this tract in the South Line of Davis Road, from which point the NE corner of Section 29, bears N. 74° 46' E. 1908.0 feet and bears N. 15° W. 30.0 feet;

THENCE S. 15° 02' 33" E. 1367.66 feet to a 2" I.R. found for a corner of this tract;

THENCE N. 74° 46' E. 637.0 feet to a 1/2" I.R. found for a corner of this tract;

THENCE S. 15° 54' 33" E. 385.97 feet to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 74° 46' W. 1197.84 feet to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 15° 26' 05" W. 1753.61 feet to a 1/2" I.R. with cap set in the South line of Davis Road for the NW corner of this tract;

THENCE N. 74° 46' E. 567.0 feet along the South line of Davis Road to the PLACE OF BEGINNING.

Containing 28.254 Acres of Land

The Original Instrument contained the following restriction:

1. Any subsequent subdivision of this property can be no less than two acres each with all restrictions applying to each subdivided property.




The parties to the Original Instrument desire to change the restriction to read as follows:

1. Any subsequent subdivision of this property can be no less than one acre each with all restrictions applying to each subdivided property.

The above Grantees hereby represent that they are currently the owners of 100% of the Property.

All other restrictions remain in effect as written in the Original Instrument.

  
LEZLYE A. RICKEY

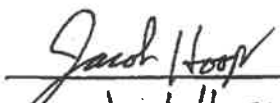
HANSON DEVELOPMENT, LLC

  
Sandy Hanson, President

  
MERCED RICO, Partner

  
LAURA RICO, Partner

The undersigned, COMMUNITY NATIONAL BANK hereby acknowledges, affirms and ratifies this Amendment of Deed Restriction.

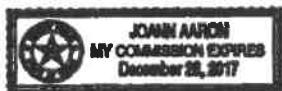
  
By: Jacob Hooper  
Its: Vice President

STATE OF TEXAS

§  
§  
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on November 7, 2013 by LEZLYE A. RICKEY.



JoAnn Aaron  
Notary Public, State Of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on November 14, 2013 by SANDY HANSON, President of HANSON DEVELOPMENT, LLC a Texas limited liability company on behalf of the limited liability company.



Janet Hall  
Notary Public, State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on November 13<sup>th</sup>, 2013 by MERCED RICO and LAURA RICO, Partners, on behalf of KEA Homes, a Texas general partnership.



Anna Ramos  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on November 18, 2013 by  
Jacob Hopper, Vice President of COMMUNITY NATIONAL  
BANK, on behalf of said bank.



Vickie E. Collins  
Notary Public, State of Texas

L:\Doc\2013\Agmt\04.24.2013\1307-879-B\AMENDMENT OF DEED RESTRICTION.

# 5715 S County Rd 1214

## RECENT IMPROVEMENTS AND/OR UPDATES

This is the opportunity for you, the Seller, to tell the Buyer about things that have been added or updated to the house in the last few years.

Make any notations that a Buyer would not normally notice.

Interior Paint: \_\_\_\_\_  
Exterior Paint: \_\_\_\_\_

Mechanical: \_\_\_\_\_  
Roof: 2018

Kitchen: Sink remounted 2018

Heating: \_\_\_\_\_

Dishwasher: \_\_\_\_\_

Air Conditioning: 2018

Disposal: \_\_\_\_\_

Water Heater: \_\_\_\_\_

Oven/Range: \_\_\_\_\_

Pool Maintenance: \_\_\_\_\_

Microwave: \_\_\_\_\_

Garage Doors: \_\_\_\_\_

Exhaust Fan: \_\_\_\_\_

Attic Fans: \_\_\_\_\_

Trash Compactor: \_\_\_\_\_

Water Well: Roof + skylight replaced 2018

Bathrooms: \_\_\_\_\_

Miscellaneous: Fence, windows, roof replaced 2018 due to hail storm as well as HVAC unit

**Reserved Items:** (physically attached items that you do not intend to leave with the house or currently leased (i.e. curtains, gas logs, chandeliers, ceiling fans, shelves, R/O or Water Softener, security system, satellite system)

dog kennels by shop, tv in living room (mount stays)  
curtains (rod stays)



For more information contact  
Victoria Printz  
Midland Top Agent Since 1998!  
4400 N Big Spring St. # 124  
Midland, TX 79705  
683-1000 Office 682-3609 FAX  
Victoria@victoriaprintz.com

# 5715 S County Rd 1214

## ANNUAL UTILITY COSTS

Persons Living at Home: \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

Summertime Thermostat Setting: \_\_\_\_\_

Wintertime Thermostat Setting: \_\_\_\_\_

Month	Year	Electric	Gas	Water
March	19	297		
Feb	19	211		
Jan	19	258		
Dec	18	137		
Nov		134		
Oct		467		
Sept		269		
Aug.		172		
July		159		
June		198		
May		140		
April		181		

Average Cost: \$214

Utility Companies Used: TXU

Comments: \_\_\_\_\_



For more information contact  
Victoria Printz  
Midland Top Agent Since 1998!  
4400 N Big Spring St. # 124  
Midland, TX 79705  
683-1000 Office 682-3609 FAX  
Victoria@victoriaprintz.com