

1554 Vintage Oaks Dr
Gillespie County, Texas, 30.68 AC +/-



Boundary

PREPARED FOR:
Richard B. & Judy L. Shepard
1554 Vintage Oaks Drive
Fredericksburg, TX 78624

TITLE COMPANY:
Hill Country Titles, Inc.
114 East Austin Street
Fredericksburg, TX 78624

- LEGEND**
- 3/8 inch dia. iron rod found
 - 1/2 inch dia. iron rod found
 - iron pipe fence post found
 - well house
 - Verizon riser box
 - Time Warner riser box
 - gas meter
 - water meter
 - air conditioning unit
 - utility pole

The 30.68 acre tract shown hereon is subject to the following easements listed in Hill Country Titles, Inc. Commitment for Title Insurance, G. F. No. 215-1243, issued January 5, 2016:

- Right-of-Way easements to Central Texas Electric Cooperative, Inc. recorded in Vol. 87, Pg. 542, Gillespie County Deed Records; Vol. 208, Pg. 634, Gillespie County Real Property Records and under Register Numbers 20060387 & 20150471, Official Public Records of Gillespie County, Texas.
- Right-of-Way easements to Hill Country Telephone Cooperative, Inc. recorded in Vol. 150, Pg. 36, Gillespie County Deed Records and in Vol. 621, Pg. 895, Gillespie County Official Public Records.
- Easements reserved under Register No. 20064290, Official Public Records of Gillespie County, Texas.
- Building setbacks lines and utility easements reserved under Register No. 20070932, Official Public Records, Gillespie County, Texas.

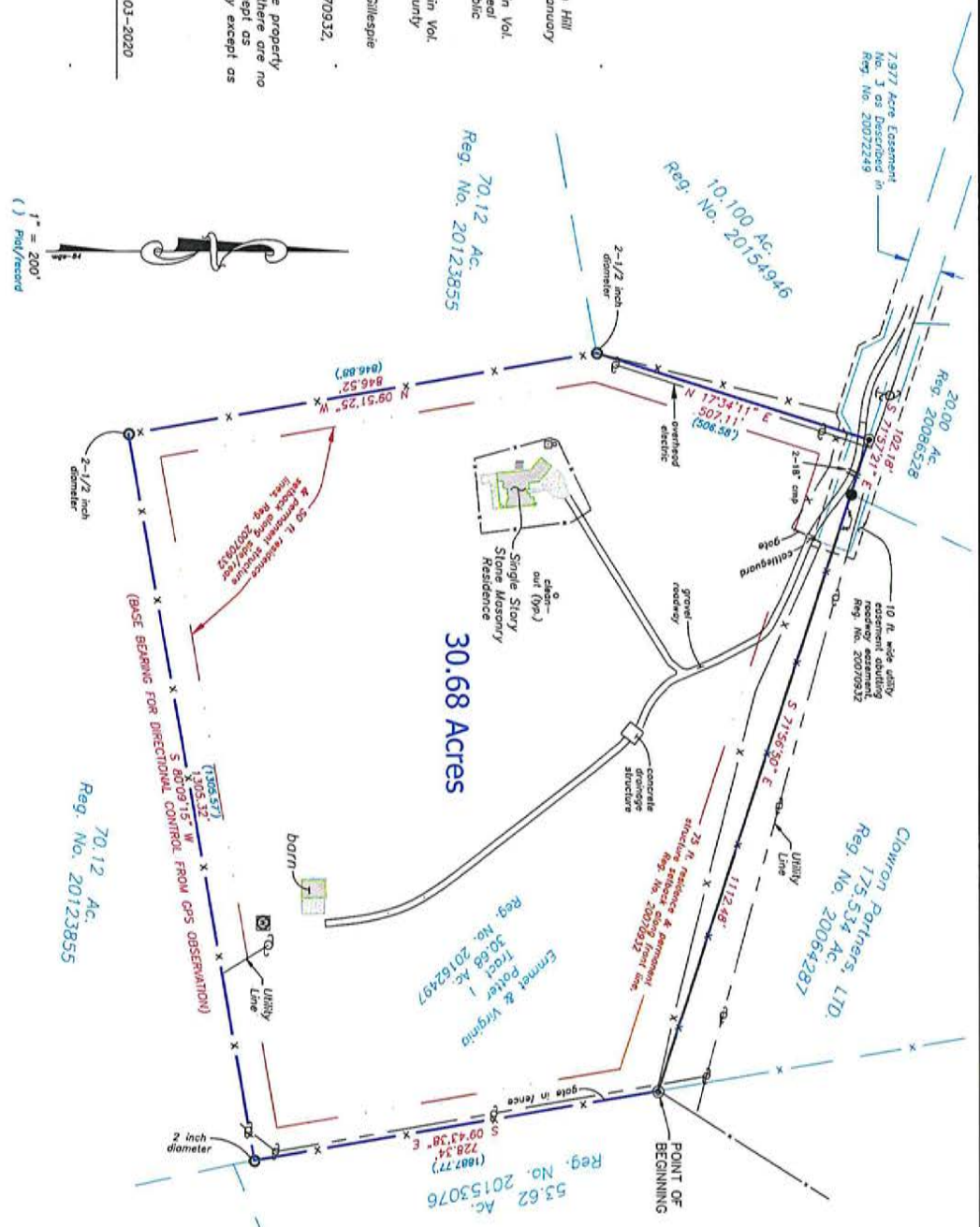
The undersigned does hereby certify that a survey was made on the ground of the property shown hereon, that it is true and correct to the best of my knowledge and that there are no obvious boundary line conflicts, encroachments or overlapping of improvements except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon.

Dale Allen Sultemeier
Registered Professional Land Surveyor
No. 4542 - State of Texas



09-03-2020

SULTEMEIER
SURVEYING & ENGINEERING
Boundary-Tile-Topographic-Construction Surveys
Engineering - Land Development Services
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 390-1221
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sultemeiersurveying.com



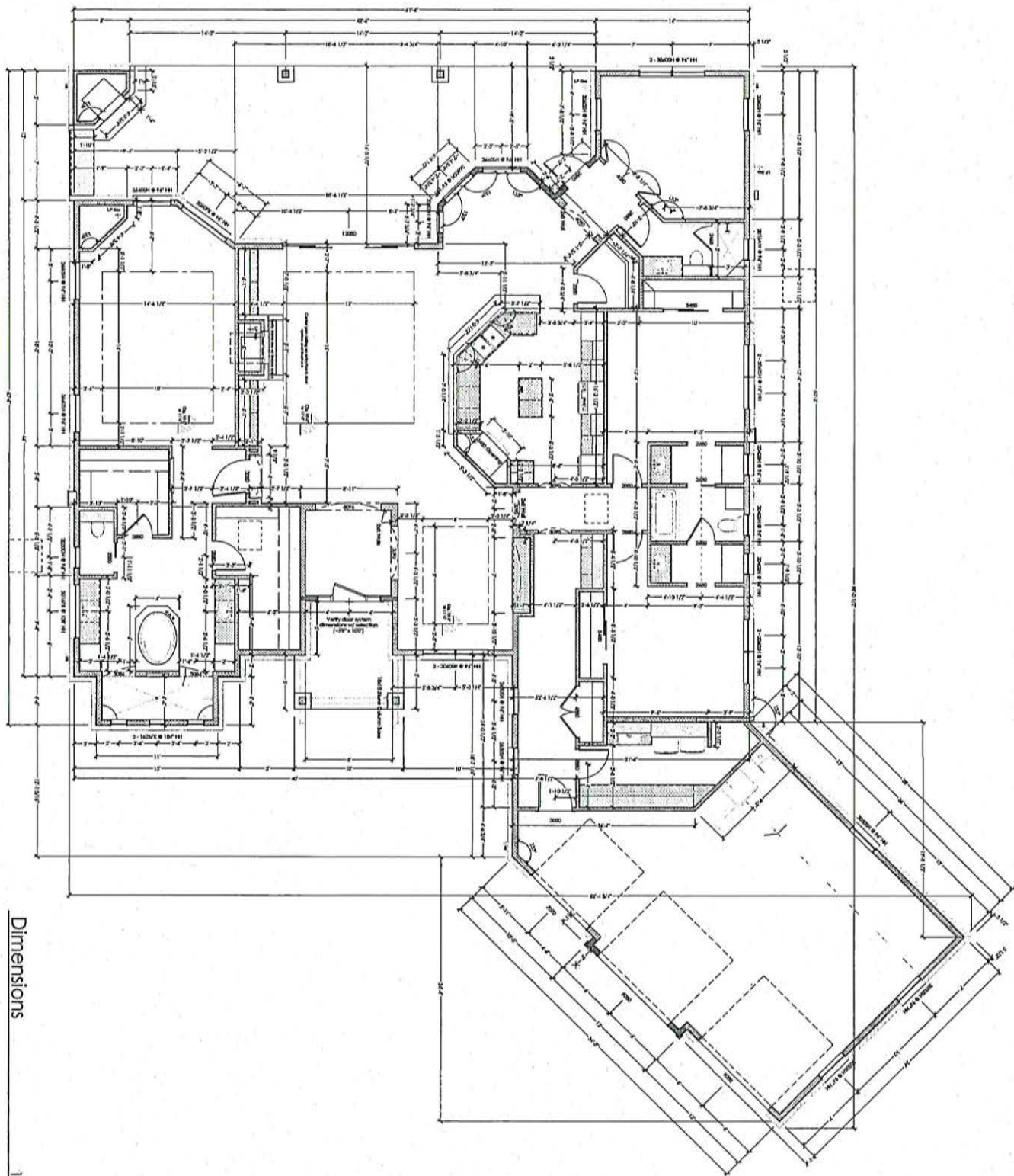
SURVEY PLAT SHOWING A 30.68 ACRE TRACT OF LAND OUT OF THE H. ESQUIBEL SURVEY NO. 868, ABSTRACT NO. 1421; GILLESPIE COUNTY, TEXAS.

Texas Licensed Surveying Firm
100930-00

Texas Registered Engineering Firm
F-10608

[illegible]

A-1



Dimensions

1/4" = 1'-0"

A-2

Dimensions

Ben & Virginia Potter Residence
Hill Top Oaks Subdivision
1554 Vintage Oaks Drive
Doss, Texas

Shayne Thompson
Architectural Studios LLC
8304 11th Street
Houston, Texas 77055
shayne@archstudiosllc.com

House Well

1 of 2

STATE OF TEXAS WELL REPORT for Tracking #100516

Owner:	Stanley J. Iwanicki IRA	Owner Well #:	No Data
Address:	c/o Stan Iwanicki Box 2184 Fredericksburg, TX 78624	Grid #:	57-33-7
Well Location:	Hilltop Oaks, Tract #7 TX	Latitude:	30° 22' 59" N
Well County:	Gillespie	Longitude:	098° 58' 38" W
Elevation:	No Data	GPS Brand Used:	Garmin III
Type of Work:	New Well	Proposed Use:	Domestic

Drilling Date: Started: 12/14/2006
Completed: 12/14/2006

Diameter of Hole: Diameter: 9 in From Surface To 124.5 ft
Diameter: 6.75 in From 124.5 ft To 125.5 ft
Diameter: 6 in From 125.5 ft To 200 ft

Drilling Method: Air Hammer

Borehole Completion: Open Hole

Annular Seal Data: 1st Interval: From 1 ft to 3 ft with 1 Cement (#sacks and material)
2nd Interval: From 3 ft to 50 ft with 11 Bentonite (#sacks and material)
3rd Interval: No Data
Method Used: Grout
Cemented By: Taylor Virdell Jr.
Distance to Septic Field or other Concentrated Contamination: No Data
Distance to Property Line: No Data
Method of Verification: No Data
Approved by Variance: No Data

Surface Completion: Pitless Adapter Used

Water Level: Static level: 155 ft. below land surface on 12/14/2006
Artesian flow: No Data

Packers: Plastic 50'

Plugging Info: Casing or Cement/Bentonite left in well: No Data

Type Of Pump: Submersible
Depth to pump bowl: 180 ft

Well Tests: Jetted
Yield: 60+ GPM with (No Data) ft drawdown after (No Data) hours

Water Quality: Type of Water: good (380 ppmTDS)
Depth of Strata: 165, 190, 195 ft.
Chemical Analysis Made: No
Did the driller knowingly penetrate any strata which contained undesirable constituents: No

Certification Data:

The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the log(s) being returned for completion and resubmittal.

Company Information:

Virdell Drilling Inc.
111 E. Grayson St.
Llano, TX 78643

Driller License Number:

1900

Licensed Well Driller Signature:

Taylor Virdell Jr.

Registered Driller Apprentice Signature:

James Caleb Virdell

Apprentice Registration Number:

3254

Comments:

No Data

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking number (Tracking #100516) on your written request.

Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
(512) 463-7880

DESC. & COLOR OF FORMATION MATERIAL

From (ft) To (ft) Description

0 - 1 Topsoil

1 - 7 Caliche & Limestone

7 - 119 White & Brown Limestone

119 - 122 Void Loose Circulation

122 - 200 White, Brown & Gray Limestone

CASING, BLANK PIPE & WELL SCREEN DATA

Dia. New/Used Type

Setting From/To

6" N PVC 1.5 - 125.5 sch 40

3250

STATE OF TEXAS WELL REPORT for Tracking #620786

Owner:	Rick Shepard	Owner Well #:	1
Address:	PO Box 1443 Fredericksburg, TX 78624	Grid #:	57-33-7
Well Location:	1554 Vintage Oaks Fredericksburg, TX 78624	Latitude:	30° 23' 06.26" N
Well County:	Gillespie	Longitude:	098° 58' 49.23" W
		Elevation:	No Data
Type of Work:	New Well	Proposed Use:	Domestic

Drilling Start Date: **10/3/2022** Drilling End Date: **10/3/2022**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	9	0	50
	6.75	50	260

Drilling Method: **Air Hammer**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	1	4	Cement 1 Bags/Sacks
	4	50	Bentonite 12 Bags/Sacks

Seal Method: **Poured**

Sealed By: **Driller**

Distance to Property Line (ft.): **75+**

Distance to Septic Field or other
concentrated contamination (ft.): **100+**

Distance to Septic Tank (ft.): **50+**

Method of Verification: **Owner**

Surface Completion: **Pitless Adapter Used**

Surface Completion by Driller

Water Level: **No Data**

Packers: **Plastic at 50 ft.
Rubber at 52 ft.
Rubber at 54 ft.**

Type of Pump: **No Data**

Well Tests: **Estimated Yield: 15 GPM**

	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
Water Quality:	90 - 250	Good
		Chemical Analysis Made: No
	Did the driller knowingly penetrate any strata which contained injurious constituents?:	No

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Texan Water**
161 Industrial Loop
Fredericksburg, TX 78624

Driller Name: **Brice Bormann** License Number: **54855**

Apprentice Name: **Justin Bounds** Apprentice Number: **60110**

Comments: **No Data**

Lithology:			Casing:					
DESCRIPTION & COLOR OF FORMATION MATERIAL			BLANK PIPE & WELL SCREEN DATA					
<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>	<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
1	10	White and tan caliche	4.5	Blank	New Plastic (PVC)	SDR17	0	200
10	250	White, tan, and grey limestone	4.5	Screen	New Plastic (PVC)	SDR17	200	260
250	260	Grey clay				0.032		

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Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 1554 Vintage Oaks Dr
Doss, TX 78618

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: 7 yrs ☐ 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? 4 yrs
- (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.

(TXR-1407) 1-7-04

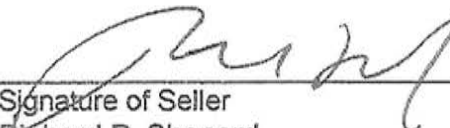
Initialed for Identification by Buyer _____ and Seller [Signature]

Page 1 of 2

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.


Signature of Seller
Richard B. Shepard

12-31-24
Date

Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

\$150

***Email Mandatory B.Potter917@gmail.com
State Code - 1946 - Hilltop Oaks 1055 private



Gillespie County Application for On-Site Sewage Facility

(Permit application is good for 1 year from purchase date)

Permit # 7106 Date: 5/4/16 Fee: 150

Reason for Permit (Circle one): New Construction System Replacement System Repair

Name of Landowner: Potter Emmet B
(Last) (First) (MI)

Mailing Address: P.O. Box 2316 Fredericksburg 78624
(Street # and name) (City & State) (Zip code)

Physical Address/Location of new septic system: 1554 Vintage Oaks Dr
Fredericksburg 78624
(City & State) (Zip code)

Daytime Phone Number(s): 301-904-1498 Cell Number(s): _____

Legal Description: Volume: _____ Page: _____ Gillespie County Tax I.D. #: R 90920

Subdivision Name: Vintage Oaks Dr Lot _____ Blk _____ Phase _____ Tract _____

Abstract # A1421 Survey Name and # H. Esquivel # 868

Total Acreage: 30.664 ☒ Private Well ☐ Public Well (Supplier's Name) _____

Name & license # of person installing the septic system: Ben Ball 6531739
(OS#)

Information on a Single Family Residence: ☒ House ☐ Mobile Home ☐ Manufactured
Total Square Footage of Living Area: ☐ <1500 ☐ <2500 ☒ <3500 ☐ <4500
of bedrooms 3 # of bathrooms (Full) 3 (Half) 0 Does it have or will it have water saving devices such as, low flush toilets, reduced flow shower heads or faucets, pressure reducing valves and/or faucet aerators? ☒ Yes ☐ No Water Softener (Demand-Initiated Regeneration) Circle: Y or N

Is the water softener plumbed separate from the OSSF: Y or N

Information on a Non-Single Family Residence or Commercial/Institutional Facility (including Multi-family residences) Describe usage: _____

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to Gillespie County OSSF Department to enter upon the above described property for the purpose of soil/site evaluation and investigation of an on-site sewage facility.

[Signature] (Signature of Landowner) 4/29/16 (Date)

Office use only:

Daily wastewater usage rate: Q= 300 (gallons/day)

☒ Site Evaluation

☒ Planning Materials submitted by: ☒ Installer ☐ P.E. ☐ R.S.

☐ Development Plans required for Subdivisions, Manufactured Housing Communities, Multi-Unit Residential Development, Business Parks, or other similar uses (i.e. B&B Rental, R. V. Park)

☐ Floodplain 71-16

For Aerobic Treatment units and non-standard treatment (if applicable):

☐ Affidavit to the Public

☐ Two-year maintenance contract

☒ AUTHORIZATION to CONSTRUCT Date: MAY 5, 2016

Certification of Approval
Final Inspection Permit # 7106

Date: June 16, 2016

Approved by: Dwayne C. Boos

- I. Sewer (House Drain): ☒ 3" Sch 40 ☒ 4" Sch 40 ☐ Other: _____
Slope of sewer pipe to tank: ☒ minimum of 1/8" ft.
☒ Cleanouts every 50 ft. and within 5 ft. of 90° bends

- II. Treatment: ☒ Conventional Tanks ☐ Aerobic ☐ Other: _____

TANKS SIZE AND COMPARTMENTS	SERIAL#	RISER	MANUFACTURER
1. <u>1000/2c</u>	<u>51316</u>	<u>Y/N</u>	<u>BCCP</u>
2. _____	_____	<u>Y/N</u>	_____
3. _____	_____	<u>Y/N</u>	_____
4. _____	_____	<u>Y/N</u>	_____

- III. Disposal Field: ☒ Conventional Gravel ☐ Leaching Chambers (Brand) _____
☐ Low-Pressure Pipe ☐ Mounds ☐ Gravel-Less Pipe ☐ Pressure Emitters (drip) _____
☐ ET Beds ☐ Other: _____

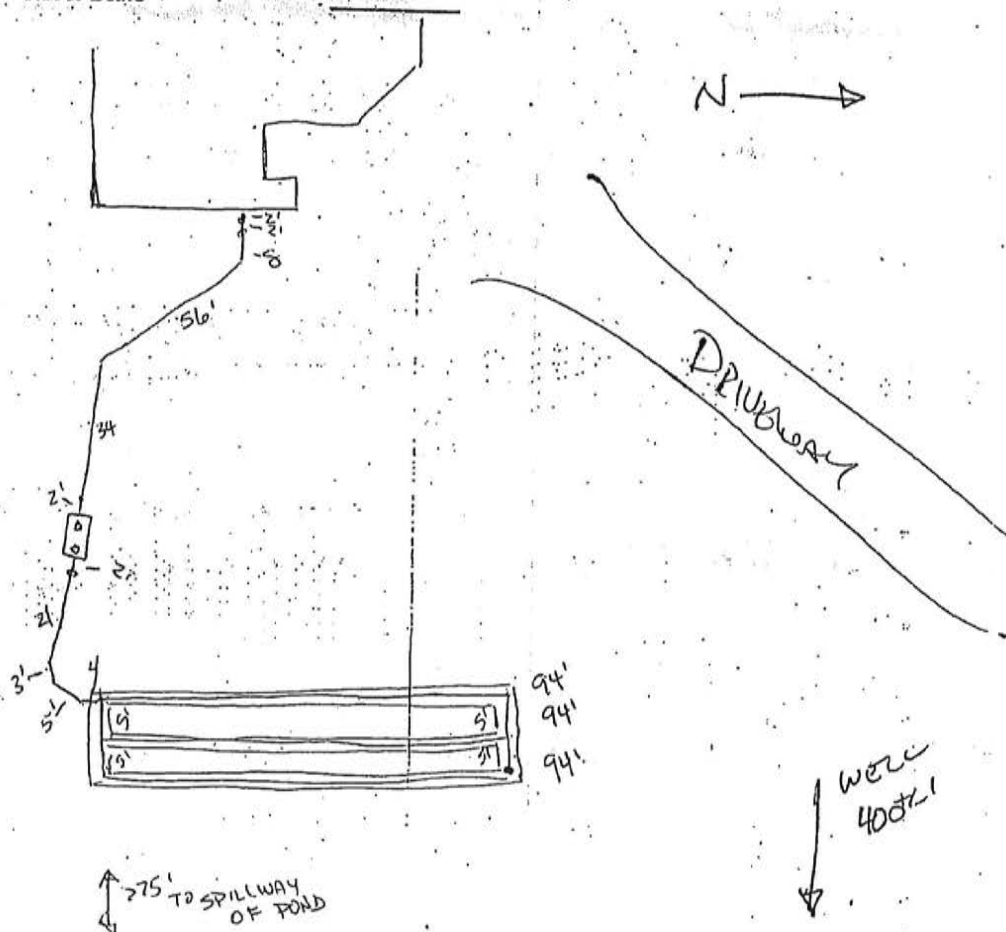
Subsurface Disposal:

LENGTH OF TRENCH CREDIT	WIDTH	HEIGHT OF MEDIA	SQUARE FEET CREDIT	AREA=LENGTH X
1. <u>302</u> ft.	<u>3</u> ft.	<u>1</u> ft.	<u>5</u> ft.	<u>1510</u> Sq. ft.
2. _____ ft.	_____ ft.	_____ ft.	_____ ft.	_____ Sq. ft.

- IV. Surface Disposal (Application):
Loading Rate: _____ Area Required in Sq. ft. _____
Area Designed in Sq. ft. _____
Timer installed _____ Y/N
Anti-siphon Hole used _____ Y/N
Check valve used _____ Y/N

1
94
x 3
282
20
302

- V. Map of System: GPS UTM 14 R
Not to Scale



ON-SITE SEWAGE FACILITY SITE EVALUATION REPORT INFORMATION

APPLICANT INFORMATION:

NAME: Emmet Potter
ADDRESS: P.O. Box 2316
CITY: Fredericksburg
STATE: TX ZIP: 78624
PHONE: 301-904-1498
EMAIL: bpotter917@gmail.com

PROPERTY LOCATION:

ADDRESS: 1554 Vintage Oaks Dr.
CITY: Fredericksburg
COUNTY: Gillespie ZIP: 78624
LOT: _____ BLOCK: _____
SUBDIVISION: Hilltop Oaks ?
ADD'L INFO: ABS A1421

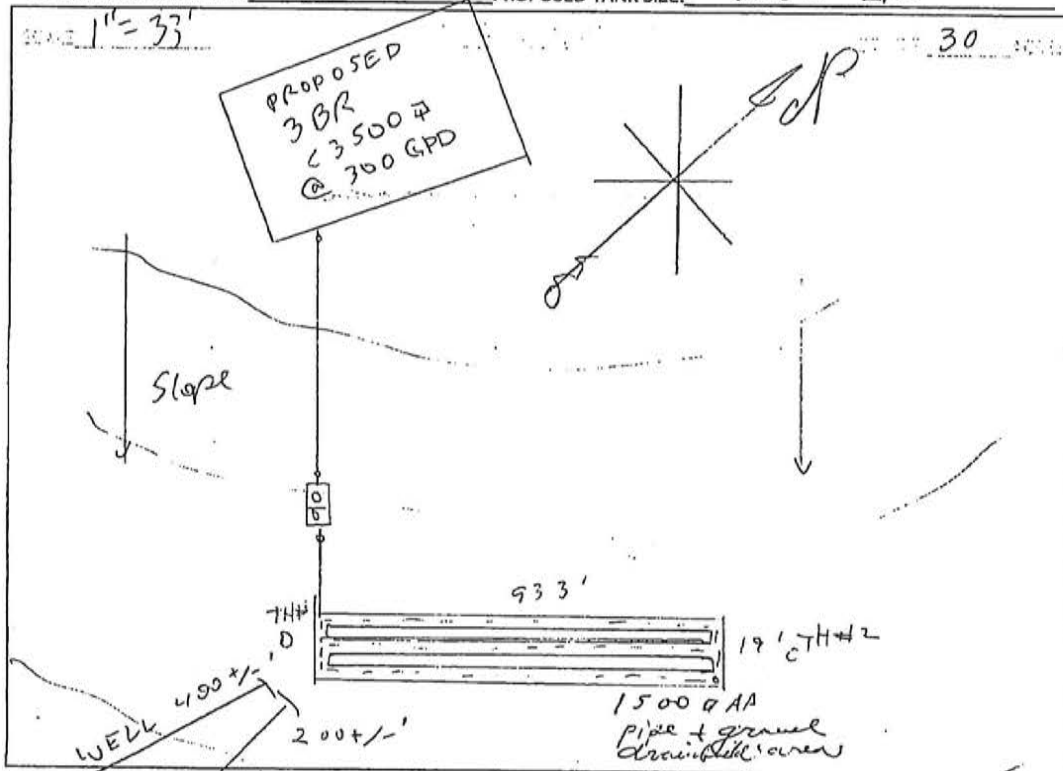
SITE EVALUATOR AND INSTALLER INFORMATION: BENJAMIN A BALL SE-OS0031325 II-OS0031139
COMPANY: MORALES SEPTIC, LLC 126 MORALES-DUECKER RD FREDERICKSBURG, TX 78624 (830) 997-3600

SHOW:

- ☐ COMPASS NORTH, ADJACENT STREETS, PROPERTY LINES, PROPERTY DIMENSIONS, LOCATIONS OF BUILDINGS, EASEMENTS, SWIMMING POOLS, WATER LINES, AND OTHER SURFACE IMPROVEMENTS WHERE KNOWN (DRAINAGE, PATIOS, SIDEWALKS)
- ☐ LOCATION OF EXISTING OR PROPOSED WATER WELLS WITHIN 150 FEET OF PROPERTY
- ☐ INDICATE SLOPE OR SHOW CONTOUR LINES FROM THE STRUCTURE TO THE FARTHEST LOCATION OF THE PROPOSED SOIL ABSORPTION OR IRRIGATION AREA
- ☐ LOCATION OF SOIL BORINGS OR BACKHOE PITS (SHOW LOCATION WITH RESPECT TO A KNOWN REFERENCE POINT)
- ☐ LOCATION OF NATURAL, CONSTRUCTED, OR PROPOSED DRAINAGE WAYS, (STREAMS, PONDS, LAKES, RIVERS) WATER IMPOUNDMENT AREAS, CUT OR FILL BANK, SHARP SLOPES AND BREAKS

TOTAL GALLONS PER DAY: 300

PROPOSED TANK SIZE: 1000 2K



PRESENCE OF 100 YEAR FLOOD ZONE
PRESENCE OF ADJACENT PONDS, STREAMS, WATER IMPOUNDMENTS
EXISTING OR PROPOSED WATER WELL IN NEARBY AREA
ORGANIZED SEWAGE SERVICE AVAILABLE TO LOT OR TRACT

YES ☒ NO ☐
YES ☒ NO ☐
YES ☒ NO ☐
YES ☒ NO ☐

SIGNATURE: Benjamin A Ball
(INSTALLER II)

SITE EVALUATOR LICENSE NO: OS0031325

X POND

ON-SITE SEWAGE FACILITY SOIL EVALUATION REPORT INFORMATION

SITE LOCATION: 1554 Vintage Oaks Dr. COUNTY: Gillespie

DATE OF SURVEY: 4/25/16 PROPOSED EXCAVATION DEPTH: 3'

SITE EVALUATOR INFORMATION – BENJAMIN BALL SE-OS0031325 II-OS0031139

REQUIREMENTS:

- AT LEAST TWO SOIL EXCAVATIONS MUST BE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. LOCATIONS OF SOIL BORINGS OR DUG PITS MUST BE SHOWN ON SITE DRAWING.
- FOR SUBSURFACE DISPOSAL, SOIL EVALUATIONS MUST BE PERFORMED TO A DEPTH OF AT LEAST TWO FEET BELOW THE PROPOSED EXCAVATION DEPTH. FOR SURFACE DISPOSAL, THE SURFACE HORIZON MUST BE EVALUATED.
- DESCRIBE EACH SOIL HORIZON AND IDENTIFY ANY RESTRICTIVE FEATURES ON THE FORM. INDICATE DEPTHS WHERE FEATURES APPEAR

TEST SITE # 1						
DEPTH (FEET)	TEXTURE CLASS	SOIL STRUCTURE	OBSERVATIONS (COLOR, CONSISTENCE)	DRAINAGE (REDOX, MOTTLES, WATER TABLE)	RESTRICTIVE HORIZON	GRAVEL %
0	III	Clay loam	Black Loose	—	—	15%
1						
2						
3						
4						
5	III	Silty Clay Loam	White, Loose Caliche	none	no	0%
TEST SITE # 2						
DEPTH (FEET)	TEXTURE CLASS	SOIL STRUCTURE	OBSERVATIONS (COLOR, CONSISTENCE)	DRAINAGE (REDOX, MOTTLES, WATER TABLE)	RESTRICTIVE HORIZON	GRAVEL %
0			Same as # 1			
1						
2						
3						
4						
5						

BY MY SIGNATURE, I CERTIFY THAT THE FINDINGS OF THIS REPORT ARE BASED ON MY FIELD OBSERVATIONS AND ARE ACCURATE TO THE BEST OF MY ABILITY

Benjamin Ball
SIGNATURE OF SITE EVALUATOR

5/3/16
DATE

Dwayn Boos
On-Site Sewage Facilities
101 W Main St, Mail Unit #9
Fredericksburg, TX 78624

NOTICE OF APPROVAL OF
On-Site Sewage Facility



Emmet B Potter
PO Box 2316
Fredericksburg, TX 78624

PERMIT # 7106

Property Location: 1554 Vintage Oaks Dr

GILLESPIE COUNTY, TEXAS

This serves to notify all persons that the on-site sewage facility owned by the above has satisfied design, construction, and installation requirements of the Texas Commission on Environmental Quality (TCEQ) and Gillespie County. This Gillespie County On-Site Sewage Facility Permit is issued for the operation of the above-identified on-site sewage facility.

ANY MODIFICATIONS TO THE STRUCTURE, SYSTEM COMPONENTS, OR CHANGES OF OWNERSHIP MAY REQUIRE A NEW PERMIT. The owner must notify this office of the aforementioned changes.

Addition Information:

300 gpd = Up to 4 BR, < 3500 SQ FT LIVING AREA

Dwayn C Boos

Inspector and Gillespie County Designated Representative
Dwayn C Boos DR OS0011257

June 16, 2016
Date

If you do not wish to receive future emails, please click the link to Unsubscribe: [https://crm.topproducer.com/unsubscribe?](https://crm.topproducer.com/unsubscribe?source=tpo&type=inbox&p=9EEBA0D4-B5AE-4D6A-A57C-1A84AA591914&u=b22f6496-bb15-47f9-81e1-611f133c4cff)



source=tpo&type=inbox&p=9EEBA0D4-B5AE-4D6A-A57C-1A84AA591914&u=b22f6496-bb15-47f9-81e1-611f133c4cff Inspection Report
HOME.pdf

**HILL COUNTRY PUMP SERVICE
116 NEFFENDORF TRAIL
FREDERICKSBURG, TEXAS 78624**

January 5, 2021

To whom it may Concern,

On this day I examined the septic system on the property located at 1554 Vintage Dr. Gillespie County, Texas. The results of the inspection are as follows. This is a standard septic system consisting of a 1,000-gallon, 2 compartment concrete tank with 1,510 square feet of absorption area. The system was installed in June of 2016 under permit # 7106 by Ben Ball – Arrowhead Onsite Wastewater Systems. Upon examination, the liquid was at the proper levels, in the primary chamber, there was 1 to 2 inches of scum, and an estimated 18 to 20 inches of sludge, in the secondary chamber, there was no scum and approximately 2 to 3 inches of sludge. Septic action appeared to be fine and the material was consistent with that of proper septic operation. The system has been cleaned. The drain field shows no visible signs of issues and appears to be functioning properly. The system appears to be mechanically sound and is functioning as designed. This is a visual examination only and is based on personal observations. It is intended for informational purposes only, no warranty is given, either expressed or implied.

Respectfully,

Duane Neffendorf

Concerning the Property at _____

1554 Village Oaks Dr

Doss, TX 78618

Solar Panels	☒	☒	☒	owned	leased from:
Water Heater	☒	☒	☒	electric	gas other: number of units: <u>2</u>
Water Softener	☒	☒	☒	owned	leased from: <u>Culligan</u>
Other Leased Items(s)	☒	☒	☒	if yes, describe:	
Underground Lawn Sprinkler	☒	☒	☒	automatic	manual areas covered <u>Back YD</u>
Septic / On-Site Sewer Facility	☒	☒	☒	if yes, attach Information About On-Site Sewer Facility (TXR-1407)	

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 TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (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		☒	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		☒	Radon Gas		☒
Asbestos Components		☒	Settling		☒
Diseased Trees: <u>oak wilt several dead</u>		☒	Soil Movement		☒
Endangered Species/Habitat on Property		☒	Subsurface Structure or Pits		☒
Fault Lines		☒	Underground Storage Tanks		☒
Hazardous or Toxic Waste		☒	Unplatted Easements		☒
Improper Drainage		☒	Unrecorded Easements		☒
Intermittent or Weather Springs		☒	Urea-formaldehyde Insulation		☒
Landfill		☒	Water Damage Not Due to a Flood Event		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Wetlands on Property		☒
Encroachments onto the Property		☒	Wood Rot		☒
Improvements encroaching on others' property		☒	Active infestation of termites or other wood destroying insects (WDI)		☒
Located in Historic District		☒	Previous treatment for termites or WDI		☒
Historic Property Designation		☒	Previous termite or WDI damage repaired		☒
Previous Foundation Repairs		☒	Previous Fires		☒

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: PUB

Page 2 of 7

Real Estate Advisory Team of P. 734 S. Washington St. Fredericksburg TX 78624

Phone: 830454048

Fax:

1554 Village Oaks

Produced with Texas Real Estate License (Public Edition) 74741 Licensed to: Sales 000 Dallas, TX 75201

Concerning the Property at _____

1004 Vintage Oaks Dr

Doss, TX 78618

Previous Roof Repairs	☒	☒
Previous Other Structural Repairs	☐	☒
Previous Use of Premises for Manufacture of Methamphetamine	☐	☒

Termite or WDI damage needing repair	☒	☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*	☐	☒

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

*A single blockable main drain may cause a suction entrapment hazard for an individual.

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 conditions?" (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N ☒

- ☒ Present flood insurance coverage.
- ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ Previous flooding due to a natural flood event.
- ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ Located ☐ wholly ☐ partly in a floodway.
- ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: 

Page 3 of 7

Concerning the Property at _____

1554 VINTAGE OAKS DR

Doss, TX 78618

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary): _____

Section 8. 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, with unresolved 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: Vintage Oaks (USED FOR ROAD MAINTENANCE IN ACCOUNT) Build up

Manager's name: Homer Phone: 936-661-1967

Fees or assessments are: \$ 400 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).

☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: [Signature]

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Concerning the Property at _____

☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Section 9. 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 10. 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 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 12. 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 13. 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.

Concerning the Property at _____

1004 VINTAGE OAKS PT

Doss, TX 78618

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: _____

Printed Name: _____

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 <https://publicsite.dps.texas.gov>. 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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

- (6) The following providers currently provide service to the Property:

Electric: CENTRAL TEXAS ELECTRIC COOP

Sewer: SEPTIC

Water: WELL

Cable: DISHNET

Trash: GILLESPIE WASTE SERV

Natural Gas: N/A

Phone Company: N/A

Propane: HILL COUNTY PROPANE

Internet: BEE CREEK

phone #: 800-905-2832
830-997-2126

phone #: _____

phone #: _____

phone #: 866-974-0467

phone #: 830-456-5401

phone #: _____

phone #: _____

phone #: 820-997-8621

phone #: 830-990-1258

Concerning the Property at Doss, TX 78618

(7) 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: _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF GILLESPIE §

WHEREAS, CONMAR PARTNERS, LP, is the owner of that 134.503 acres of land, more or less, situated in Gillespie County, Texas, part of the Fritz Langbein Survey No. 672, Abstract No. 1774 and the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, an unplatted Subdivision, known as "Hill Top Oaks II," and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes;

WHEREAS, CONMAR PARTNERS, LP will convey the above-described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, held, sold, transferred and conveyed subject to all of the terms and provisions set forth below which are for the purpose of protecting the value and desirability of, and which shall run with, said Property and shall be binding on all parties having a right, title or interest in or to the above-described property or any part thereof, and their heirs, successors and assigns and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, any contract or deed which may hereafter be executed in connection with said tract or tracts or any part thereof shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. OWNER shall refer to the record owner, whether one or more persons or entity, of the fee simple title to any portion of the above-described property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. TRACT shall refer to any portion of the land as owned by any Owner.

1.03. DEVELOPER as used in these restrictions shall refer to CONMAR PARTNERS, LP, its heirs, successors or assigns.

1.04. PROPERTY shall mean and refer to that certain real property hereinbefore described as 134.503 acres of land, more or less, situated in Gillespie County, Texas, part of the Fritz Langbein Survey No. 672, Abstract No. 1774 and the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, an unplatted Subdivision, known as "Hill Top Oaks II", and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

1.05 PRIVATE ROADWAY EASEMENTS shall mean and refer to the easements to be conveyed for the ingress, egress and regress to the Property, which easements are more particularly described by metes and bounds in Exhibit "B", Exhibit "C" and Exhibit "D" attached hereto and incorporated herein by reference.

II.

BUILDING RESTRICTIONS

2.01. No more than one single-family dwelling, containing not less than 1,800 square feet of living area which is heated and air conditioned, exclusive of open porches, breezeways, carports and garages, shall be erected or maintained on a Tract, provided a single-family dwelling constructed on a tract prior to January 1, 2007 is excluded and exempted from this restriction. An Owner may also construct one or more guest homes and other related improvements on a tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner.

2.02. The exterior of any building shall be completed not later than fifteen (15) months after laying the foundation for such building.

2.03. Premanufactured, modular and industrial built homes, doublewide, singlewide mobile homes and/or trailer houses are prohibited. No recreational vehicles, travel trailers, or other temporary structures shall be used as a residence on any tract except that a recreational vehicle or travel trailer may be occupied while the residence is under construction.

2.04. No residence or other permanent structure (other than fencing and entranceways) shall be constructed, erected or placed nearer than 50 feet from the side or rear property line of the tract and no closer than 75 feet from the front property line.

2.05. In the event an Owner shall own title to two or more tracts which have a common boundary line, the building setback restrictions provided herein shall not apply to the common property line of the abutting tracts. Solely for purposes of determination of building setbacks, the tracts shall be treated as if they constituted a single tract of land and there shall be no building setback as to the common boundary line so long as the tracts which share a common boundary line are owned by the same Owner.

III.

USE RESTRICTIONS

3.01. Developer, in Developer's discretion, may subdivide the Property into Tracts. A tract may be subdivided into two tracts by a non Developer Owner provided the two resultant tracts each exceed ten (10) acres in size and the resubdivision complies with all county regulations and ordinances.

3.02. Harvesting and taking (hunting) wildlife by Owners, their guests and invitees is permitted. Leasing or other receipt of compensation for harvesting and taking (hunting) wildlife is prohibited.

3.03. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract or any portion of any ingress or egress easement.

3.04. Tracts shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves, permanent grass (hay meadows or grazing pastures), and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of:

Auto painting and repair, heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.

"Bed and Breakfast", which is known as tourist lodging services within rooms of the principal residence

or separate guest house situated on the tract, shall be permitted. Only one Unit used as a "Bed and Breakfast" within the principal residence shall be permitted. Only one unit used as a "Bed and Breakfast" within a guest house shall be permitted.

3.05. Swine shall not be kept on any tract other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pets and poultry shall be permitted provided said livestock, pets or poultry are kept within the boundaries of a tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations conducted thereon.

3.06. Surface mining (including, but not limited to stone, gravel, sand, caliche), or exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition. Notwithstanding the foregoing: (a) exploration of water, and the use thereof, is permitted; and (b) excavation for, and installment of, a septic system is permitted.

3.07. No cellular tower or other type of commercial tower shall be erected or placed upon the property.

3.08. Noxious or offensive activities shall not be permitted on any tract. Owners are to keep their tract clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the tract and act as a fire protection measure. Garbage or refuse shall not be disposed of or buried on any tract.

3.09. The Owner of a tract shall fence the perimeter of the tract at Owner's sole cost and expense. The fence shall be constructed of new material and shall be completed and maintained in a good and workmanlike manner, regarding quality and appearance, and shall be constructed and designed to restrain livestock. Until such time as Owner completes the construction of the required fence, Owner agrees that Developer, Developer's agents or lessees may graze livestock upon the tract purchased by Owner without compensation or lease payment to Owner. Upon completion of the construction of the required fence, all privileges to continue the grazing of livestock by Developer, Developer's agents or lessees shall terminate and immediately cease.

IV.

UTILITY EASEMENTS

4.01. Developer reserves unto itself and/or its assigns, an easement for underground and aerial utility purposes ten (10) feet in width upon that portion of the Property which is adjacent to and abutting the private roadway easements, and within the roadway easements, for the installation and maintenance of underground, and aerial, electric, telephone, and other utility lines with the right of ingress to and egress from and across said Property to employees of utilities owning said lines.

V.

ROADWAY EASEMENTS AND MAINTENANCE

5.01. THE ROADWAY ACCESSING THE PROPERTY IS A PRIVATE EASEMENT ROAD IN AN UNPLATTED SUBDIVISION OF GILLESPIE COUNTY, TEXAS. THE ROADWAY SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS OUT OF THE PROPERTY. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS OUT OF THE PROPERTY. BY ACCEPTANCE OF A DEED TO A TRACT OUT OF THE PROPERTY, EACH OWNER OF SUCH

TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OUT OF THE PROPERTY BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

VI.

MISCELLANEOUS

6.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until December 31, 2021, at which time said restrictive covenants shall be automatically extended without further notice for successive periods of ten (10) years until such time that the owners of 75% of the acreage contained within the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

6.02. Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Developer only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit or enhancement of the overall development as determined by Developer. Amendments shall be effective upon filing the amended restrictions with the County Clerk of Gillespie County, Texas.

6.03. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Developer or Tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

6.04. Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

EXECUTED this _____ day of _____, 2006.

CONMAR PARTNERS, LP

By: CONMAR, LLC, its General Partner

By: _____
RONALD J. ENDRES, Member and
Manager

By: _____
C. THOMAS CLOWE, JR., a/k/a C. T.
CLOWE, JR., Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by
RONALD J. ENDRES, Member and Manager of CONMAR, LLC, General Partner of CONMAR PARTNERS,
LP, a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006,
by C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member of CONMAR, LLC, General Partner of
CONMAR PARTNERS, LP, a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

CLOWRON PARTNERS, LTD. AND
CONMAR PARTNERS, LP

TO

THE PUBLIC

DECLARATION OF MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, CLOWRON PARTNERS, LTD., a Texas Limited Partnership, the owner of that certain 175.534 acre tract of land being 79.449 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, 80.174 acres out of the Esquibel Survey No. 868, Abstract No. 1421 and 15.91 acres out of the A. Bottcher Survey No. 57, Abstract No. 60, all in Gillespie County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and CONMAR PARTNERS, LP, a Texas Limited Partnership, the owner of that certain 134.503 acre tract of land being 83.683 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, and 50.820 acres out of the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, collectively herein the "Property", and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts of the Property, does hereby adopt and establish the following covenants and conditions ("Maintenance Covenants") to run with the land and to apply in the use, occupancy, and conveyance of Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to CLOWRON PARTNERS, LTD. and CONMAR PARTNERS, LP, their successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons of a fee simple title to any Tract, or any subdivision of a tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as that certain 175.534 acre tract of land being 79.449 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, 80.174 acres out of the Esquibel Survey No. 868, Abstract No. 1421 and 15.91 acres out of the A. Bottcher Survey No. 57, Abstract No. 60, all in Gillespie County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and that certain 134.503 acre tract of land being 83.683 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, and 50.820 acres out of the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property which is in compliance with the Subdivision Regulations of Gillespie County, Texas adopted August 25, 2003, and any amendments thereto. Clowron Partners, Ltd. intends to originally subdivide the 175.534 acre tract of land into five (5) tracts and Conmar Partners, LP intends to originally subdivide the 134.503 acre tract of land into five (5) tracts.

ARTICLE II.

ROADWAY EASEMENTS

Attached hereto as Exhibit "C" is a description of a forty (40) foot wide roadway providing access to the Tracts within the Property, attached hereto as Exhibit "D" is a centerline description of a forty (40) foot wide roadway providing access to the Tracts within the Property, and attached hereto as Exhibit "E" is a description of a sixty (60) foot wide roadway providing access to the Tracts within the Property. Declarant hereby assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the roadway for the uninterrupted access to and from the Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Tract within the Property.

ALL ROADWAYS OF THE PROPERTY, AN UNPLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WITHIN THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

ARTICLE III.

MAINTENANCE AGREEMENT

Each owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay a prorata share of all assessments which may be made for the purpose of maintaining, repairing and replacing the road and repairing, maintaining and replacing the electronically controlled access gate. These expenses (herein "maintenance expenses") may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep or replacement of (1) the roadway, shoulders and culverts to the condition in which it existed on December 1, 2006, (2) the security gate, entry, solar panels and appurtenances thereto, (3) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Each owner shall be obligated to pay, and agrees to pay, a prorata portion of the maintenance expenses. The proportionate share which shall be due by each Owner shall be determined by multiplying the assessment fraction (the numerator is the number of tracts owned by an Owner of the Property and the denominator is the total number of Tracts in the Property) by the amount expended or proposed to be expended, for maintenance expenses.

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the County of Gillespie, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners owning at least 50% of the Tracts within the Property. Approval by Owners representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an assessment for the maintenance expenses. The Owners present at a called meeting who have approved the maintenance expense expenditure shall designate an Owner who will contract for the improvements which have been proposed and who will receive from each Owner their maintenance assessment. Any Owner who shall fail to deliver their maintenance assessment to the designated Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the Owner's assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Gillespie County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and

priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Gillespie County, Texas.

ARTICLE IV.

TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2037, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least eighty percent (80%) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE V.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

ARTICLE VI.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE VII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least seventy-five percent (75%) of the acreage in the Property may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) of the

Tracts in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

(b) Notwithstanding anything to the contrary, as long as Declarant retains an ownership interest in the property, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE VIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

EXECUTED by said Declarant, this _____ day of _____, 2006.

CLOWRON PARTNERS, LTD.

By: CONMAR, LLC, its General Partner

By: _____
RONALD J. ENDRES, Member and
Manager

By: _____
C. THOMAS CLOWE, JR., a/k/a C. T.
CLOWE, JR., Member

CONMAR PARTNERS, LP

By: CONMAR, LLC, its General Partner

By: _____
RONALD J. ENDRES, Member and
Manager

By: _____
C. THOMAS CLOWE, JR., a/k/a C. T.
CLOWE, JR., Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by RONALD J. ENDRES, Member and Manager of CONMAR, LLC, General Partner of CLOWRON PARTNERS, LTD., a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member of CONMAR, LLC, General Partner of CLOWRON PARTNERS, LTD., a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

 This instrument was acknowledged before me on this _____ day of _____, 2006, by RONALD J. ENDRES, Member and Manager of CONMAR, LLC, General Partner of CONMAR PARTNERS, LP, a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

 This instrument was acknowledged before me on this _____ day of _____, 2006, by C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member of CONMAR, LLC, General Partner of CONMAR PARTNERS, LP, a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas