

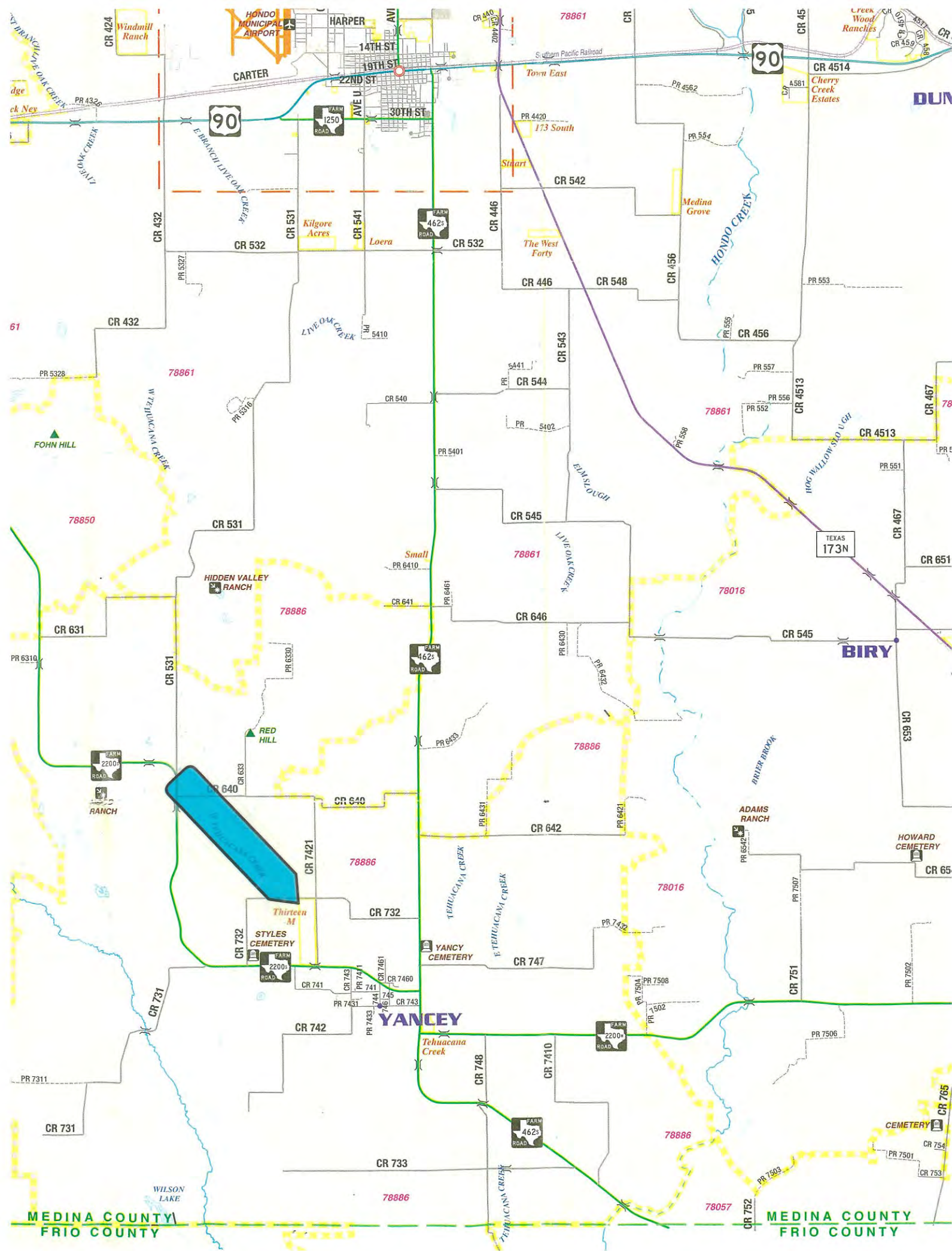
Bob Heyen Realty

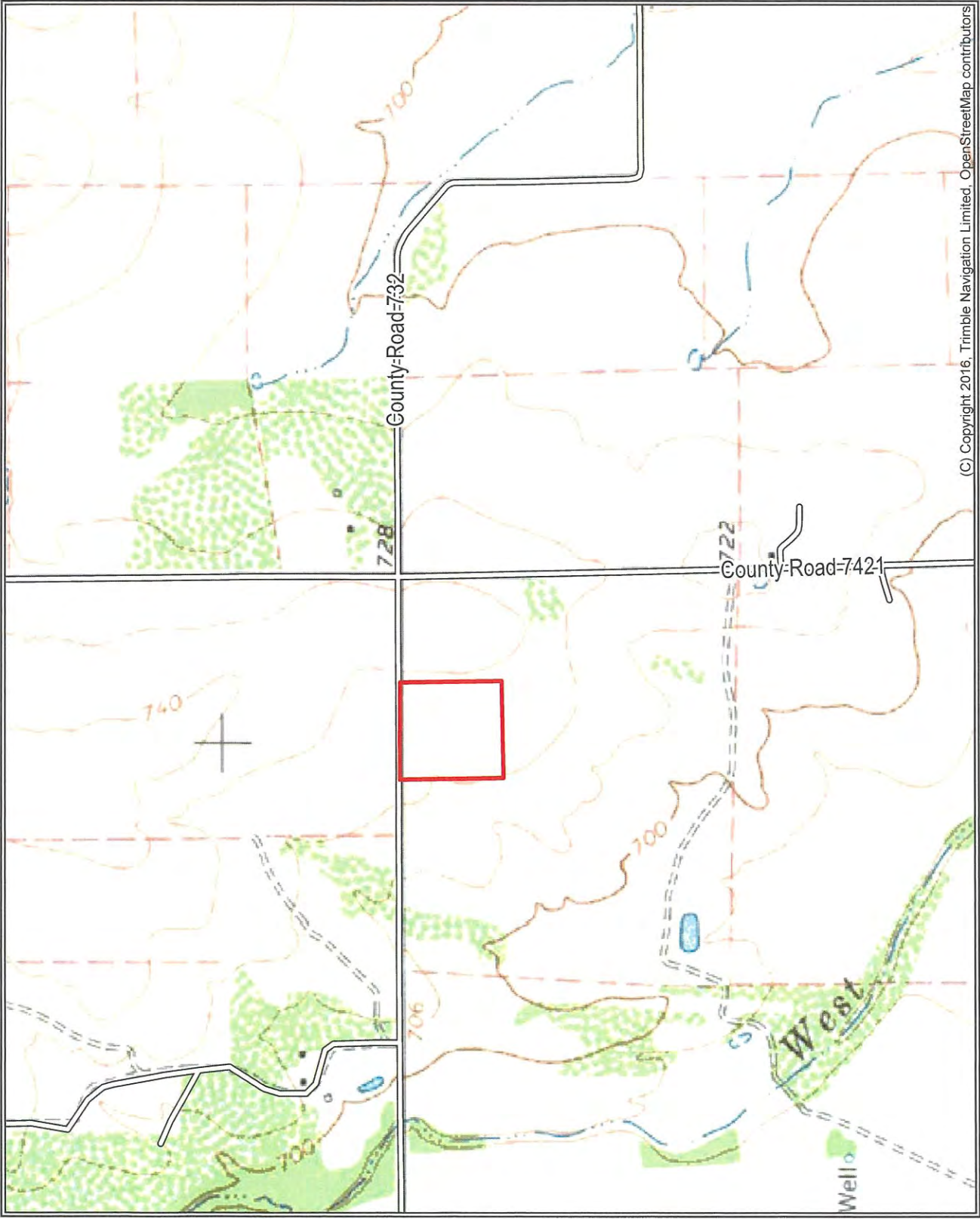
235 19th St. P.O. Box 156
Hondo, TX 78861
Tel: (830) 426-4333
Fax: (830) 741-2080

Internet Address
www.bobheyenrealty.com
E-mail Address
bobheyenrealty@sbcglobal.net

<u>ACRES:</u>	10.88 acres, more or less.
<u>LOCATION:</u>	1205 CR 732, Yancey, Texas 78886. This property is located approximately 15 miles S Hondo near Yancey via FM 462 and CR 732.
<u>PRICE:</u>	\$190,000.00.
<u>TERMS:</u>	Cash to Seller or third-party financing.
<u>SCHOOL:</u>	Hondo I.S.D.
<u>TAXES:</u>	Estimated taxes without exemptions are approximately \$1,994.12 (2021). No Ag Use exemption.
<u>MINERALS:</u>	Any and all minerals owned to be conveyed. To be more fully determined at time of new title commitment.
<u>WATER:</u>	There is one domestic water well at approximately 200' in depth with a ½ HP pump and pressure tank. Well is believed to be in the Carrizo-Wilcox formation and supplies water to the cabin and faucets.
<u>UTILITIES:</u>	Electricity to the cabin and well. The electric provider is Medina Electric Cooperative.
<u>TERRAIN VEGETATION:</u>	Timber consists of heavy mesquite, persimmon, Elm and some Live Oak and blackbrush. The grasses consist of side oats gramma, Bermuda and others native to the area. The terrain is flat to gently rolling with elevations ranging from 720'-730'.
<u>WILDLIFE:</u>	Whitetail deer, turkey, hogs, dove and quail.
<u>IMPROVEMENTS:</u>	There is a 400 sq. ft. (MCAD) cabin with water, electricity, bunk beds, a window unit, with a metal roof on pier and beam perfect for a hunting cabin or weekend get-a-way. Outside of the cabin is a 20'x15' concrete slab for entertaining and exterior motion lights as well as a security light. Behind the cabin is a game cleaning/processing area with a stainless-steel sink and a Conex container used for storage. Also located on the property is a 1,000-gallon permitted septic tank and a base pad for a double-wide mobile home. In addition, the property is perimeter fenced with 5-strand barbed wire in good to fair condition and property has frontage on CR 732 with gated entrance. <u>Note:</u> Deer blinds, feeders, BBQ pit and personal property do not stay.
<u>REMARKS:</u>	This is a nice South Texas small property that offers good hunting, lodging, and recreation that is in close proximity to IH-35, Hondo, Devine, D'Hanis and only 45 minutes to San Antonio! <u>Note:</u> Some restrictions apply.

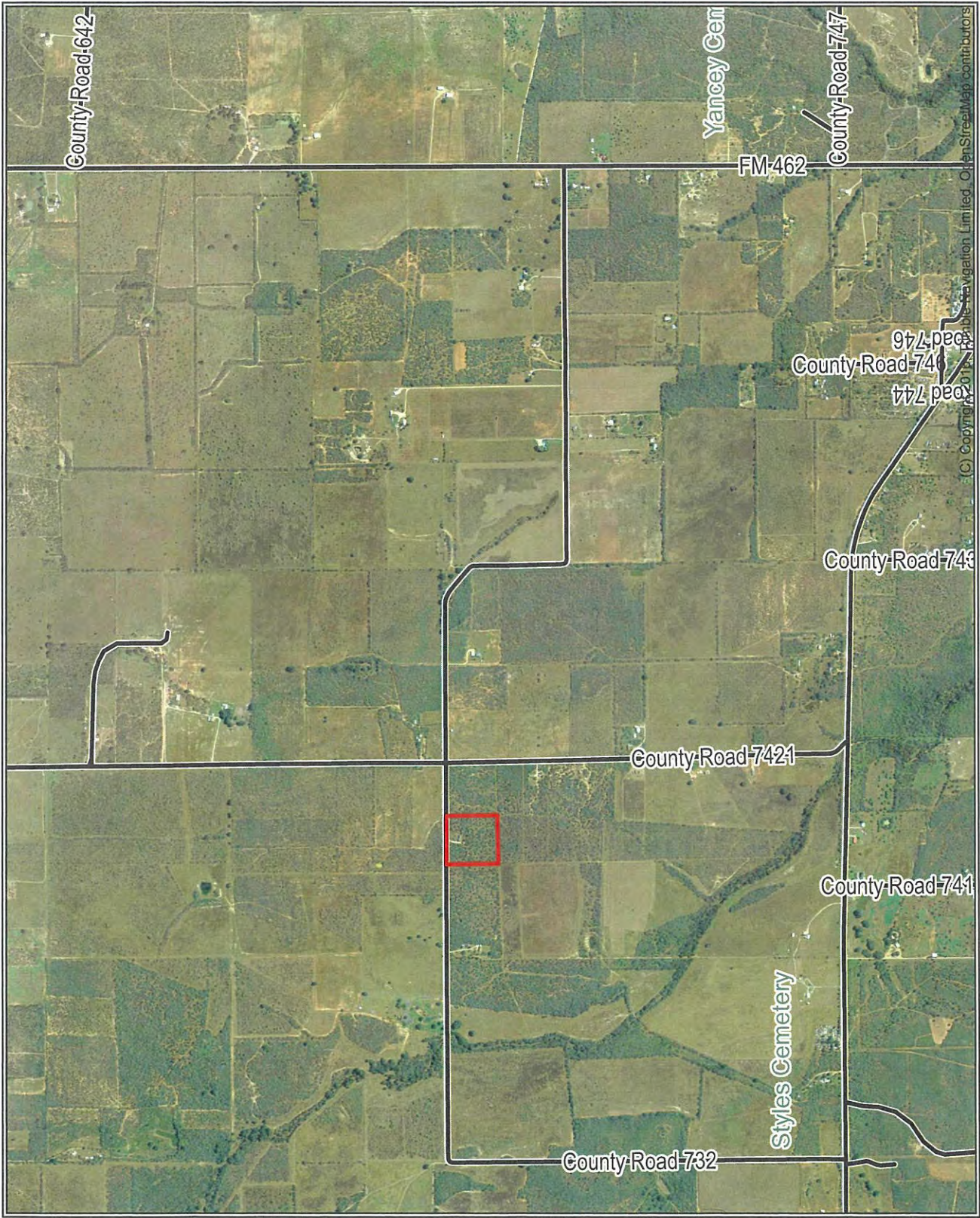
Although the broker has used reasonable care in obtaining data and making estimates and projections based upon that data, this material is submitted without representation or warranty. Generally, a substantial portion of information must be obtained from sources other than a broker's actual knowledge, and not all sources can be absolutely confirmed. Moreover, all information is subject to changes by the owner as to price or terms, to prior sale or lease, to withdrawal of the property from the market and to other events beyond the control of the broker. No representation is made as to the value of this possible investment; and the broker urges that you consult your business, tax and legal advisors before making a final determination.





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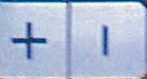




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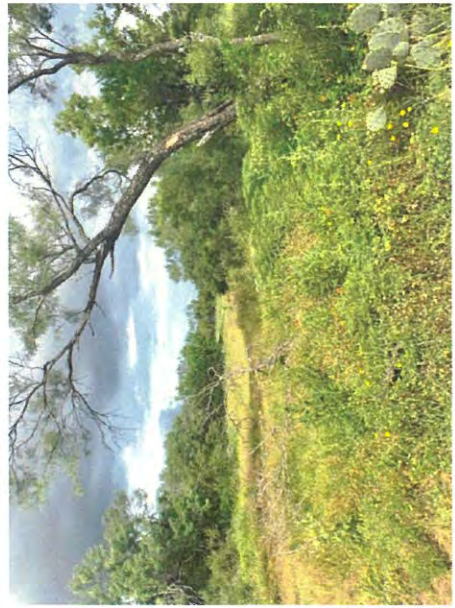












State of Texas §

County of Medina §

Field notes to 10.88 acres of land out of Survey Number 797, Antonio Officer, Abstract Number 735 in Medina County, Texas. Said 10.88 acre tract of land; being a portion of a 170.60 acre tract of land described in a deed to Gale Properties, Ltd., dated January 16, 2006, recorded in Volume 620, Pages 158-160 of the Deed Records of Medina County, Texas. Said 10.88 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a seven eights inch steel pin found on the south right-of-way line of Medina County Road 732, for the common northwest corner of TRACT FOUR, being the northeast corner of TRACT THREE, described in a Partition Deed dated July 31, 1978, recorded in Volume 283, Pages 1026-1041 of the Deed Records of Medina County, Texas. From said beginning point a seven eights inch steel pin found for the common northeast corner of TRACT ONE, being the northwest corner of TRACT TWO, described in a Partition Deed dated July 31, 1978, recorded in Volume 283, Pages 1026-1041 of the Deed Records of Medina County, Texas; bears the following two calls: South 89°55'23"West, a distance of 1329.87 feet and South 89°41'19"West, a distance of 1399.25 feet.


Thence with the south line of said Medina County Road 732, being the north line of said TRACT FOUR, North 89°55'23"East, a distance of 688.16 feet to a one half inch steel pin set with plastic cap marked (ACS, INC) for the northeast corner of this tract of land.

Thence with the east line of this tract of land, crossing said Gale Properties, Ltd., 170.60 acre tract of land, South 00°04'37" East, a distance of 689.36 feet, to a one half inch steel pin set with plastic cap marked (ACS, INC) for the southeast corner of this tract of land.

Thence with the south line of this tract of land, South 88°35'19" West, a distance of 671.93 feet, to a one half inch steel pin set with plastic cap marked (ACS, INC) for the southwest corner of this tract of land on the common east line of said TRACT THREE, being the west line of said TRACT FOUR, described in a Partition Deed dated July 31, 1978, recorded in Volume 283, Pages 1026-1041 of the Deed Records of Medina County, Texas.

Thence generally along a wire fence, with the common east line of said TRACT THREE, being the west line of said TRACT FOUR, and the west line of this tract of land, North 01°24'41" West, a distance of 705.20 feet, to the **point of beginning**. Bearing Basis: geodetic north derived from G.P.S. observations taken at (NAD83 CORS96) (EPOCH: 2002.0000) Latitude 29°09'26.8858" North, Longitude 99°10'02.22365" West, OPUS solution (PD's - DH3842, DF4371, DG5765) distances and areas recited herein are surface.

I, Michael J. Harris, Registered Professional Land Surveyor hereby certify that these field notes were prepared January 17, 2006 and are based on an on the ground survey made under my direction and supervision. Reference is hereby made to Plat of Survey prepared January 17, 2006. Revised April 8, 2006 to reflect WARRANTY DEED to Gale Properties, Ltd., recorded in Volume 620, Pages 158-160 of the Deed Records of Medina County, Texas.



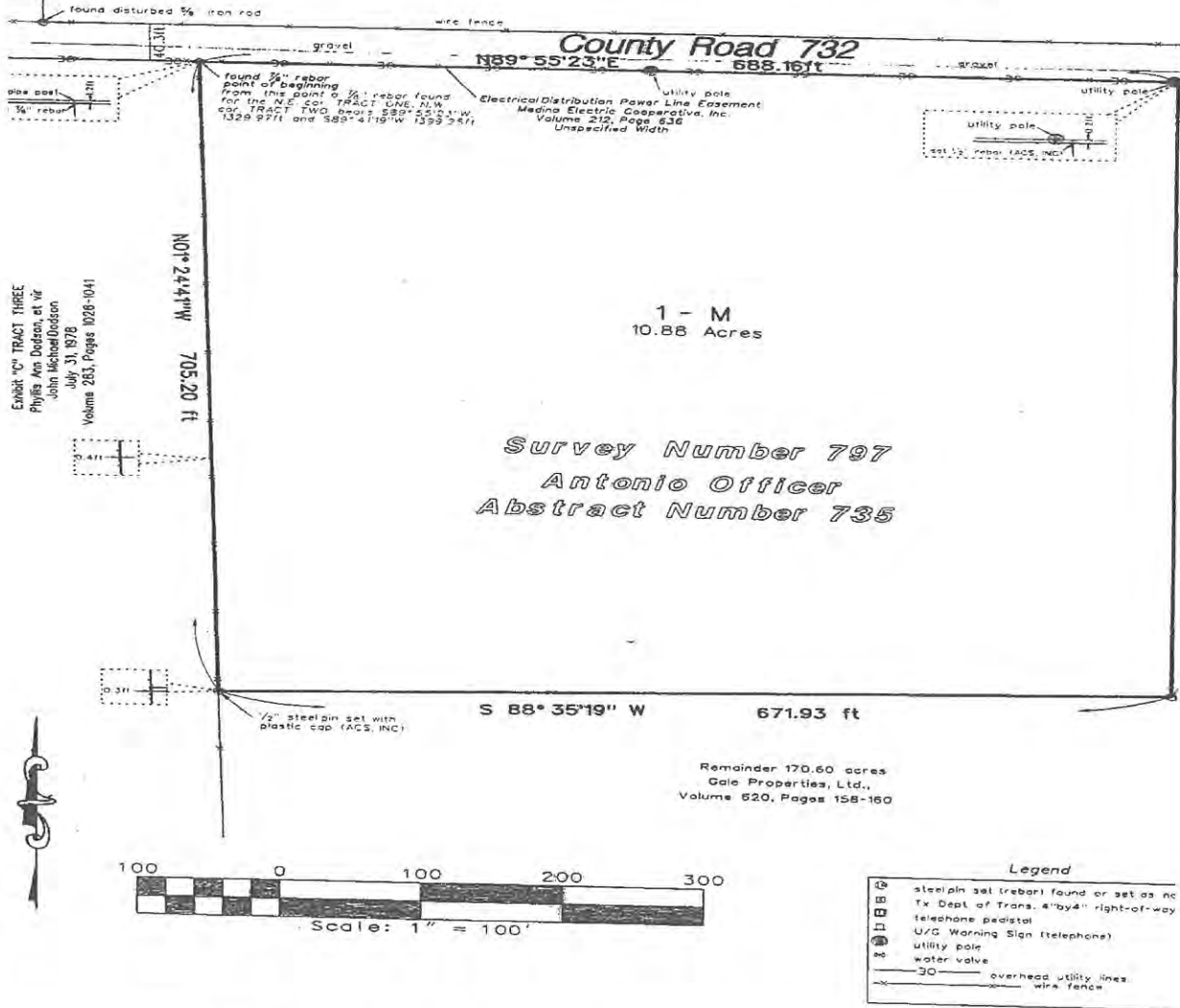
Michael J. Harris
Registered Professional Land Surveyor
Registration Number 4381

Armstrong Cadastral Survey's

250052fmlm.wps

Survey Number 794
Charles Lawrence
Abstract Number 605

called 50.000 acres
Verno Fossler Brieden
to
Leslie Earl Brieden
Volume 275, Pages 916-917



Plat of Survey
1 acres of land out of Survey Number 797, Antonio
er, Abstract Number 735 in Medina County, Texas.
7 a portion of a 170.60 acre tract of land described
deed to Gale Properties, Ltd., dated January 13, 2006,
ded in Volume 620, Pages 158-160 of the Official
rds of Medina County, Texas.




ACS
INCORPORATED

La
L

15315 San Pedro, San Antonio, Tex
P.O. Box 160609, San Antonio, Texas 78280 - 2809

to description prepared separately dated January 17, 2006.
lines shown hereon scaled from the U.S.G.S., Yonkey, Texas
plate, dated 1986.
BASIS: geodetic azimuth derived from GPS observations
(NAD83 CORRES) (EPOCH:2002.0000) Latitude 29°09'28.8858"
Longitude 99°10'02.22385" West, GRS80 ellipsoid (GDA-03-04-2,
D05765) distances and areas shown hereon are surface.
JOK 2006, POS. 3- 55
r NUMBER 250052
" = 100' FILE 25052 dan- 250052M1.dgn

THIS THE 17th DAY OF JANUARY 2006.
Revised April 9, 2006 to reflect WARRANTY DEED to Gale Prope
Volume 620, Pages 158-160 of the Deed Records of Medina Coun

SURVEYED BY 
MICHAEL J. HARRIS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 4391



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

1205 CR 732
Yancey, Tx 78886

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

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: drain field - lateral lines ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: Between cabin (current) and site of previous mobile home ☐ Unknown
- (4) Installer: Brett Hutto ☐ Unknown
- (5) Approximate Age: 2008 installed ☐ 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? _____
- (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

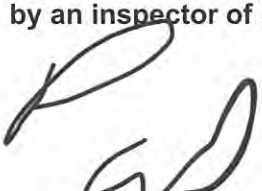
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (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) 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

Paul A. Zepeda



Date

Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

SITE EVALUATION AND CALCULATIONS

Site Evaluation:

Soil Texture Sandy clay loam
Soil Structure: Blocky
Soil Depth: 48" minimum
Restrictive Horizon: None encountered
Groundwater: None encountered
Topography: Approx. 2% slope on site of drainfield
Determination: Site was determined to have a Class III soil. There was no encountered groundwater. Further, the site has sufficient soil depth and topography for the installation of a standard soil absorption system.

Calculations:

Soil class: Class III $Ra = 0.2$ gallons / sq. ft. / day

4 bedroom house, 2304 sq. ft. living area w/ water saving devices.
Washing machine water is in septic system.

Q = 300 gallons / day

For Q = 300 gallons / day: Use 1000 gallon septic tank, minimum

A = Q / Ra, A = (300 gallons / day) / (0.2 gal. / sq. ft. / day) = 1500 sq. ft. minimum

W = width of excavation W = 3 ft,

L = 0.75A / (W+2), L = (0.75 X 1500) / (3 + 2) = 225 ft. minimum

Install 225 ft. of 3 ft. wide excavation for single family residence.
(Install 19 Quick-4 leaching chambers)

Owner Ray Moreno

Drawn by: Stephen A. Mangold

Location Medina County, Texas.

Drawing No. 100-3929



MANGOLD Engineering Company

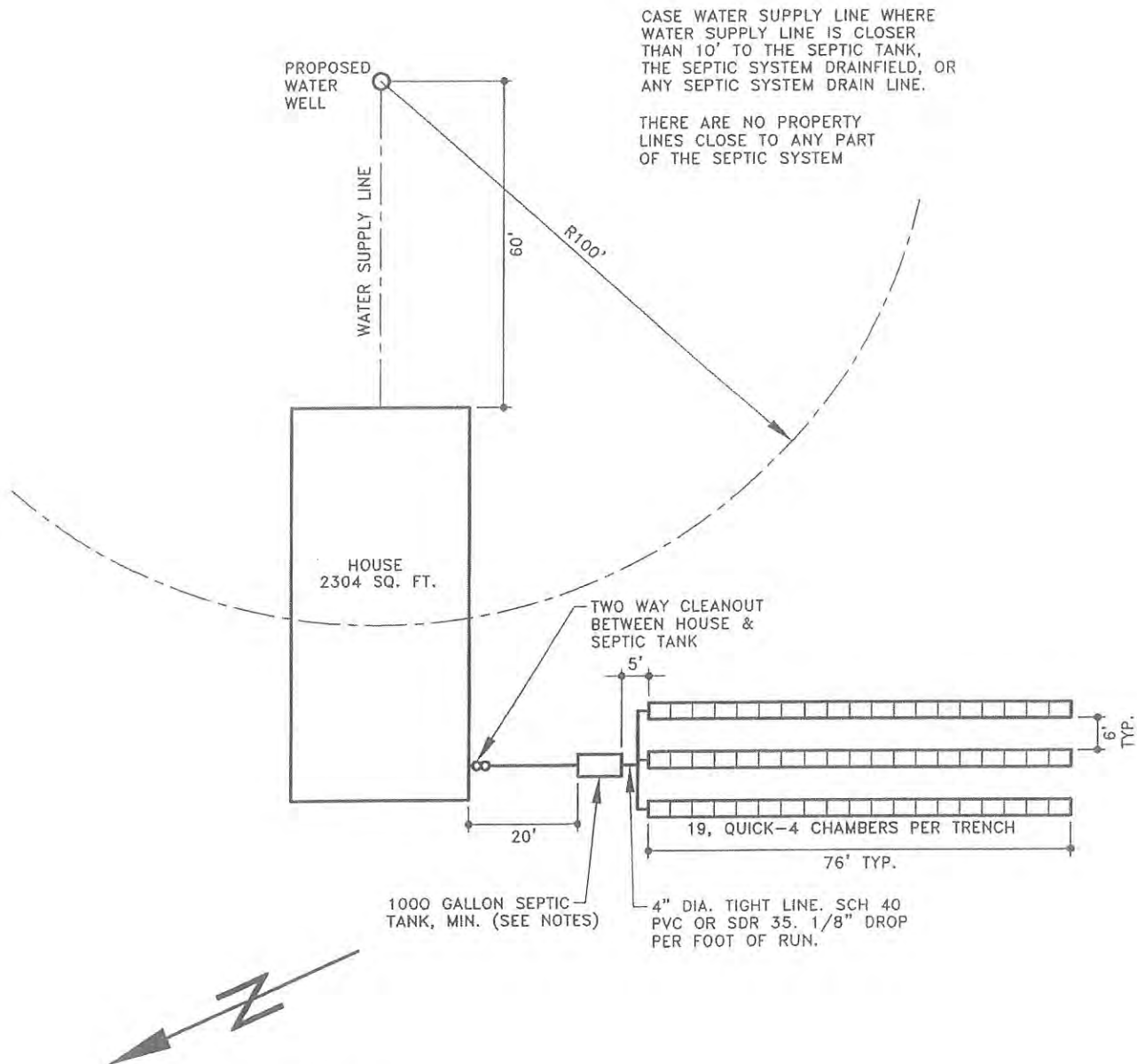
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date: 1/21/08

Scale: None

Sheet 1 of 5





CASE WATER SUPPLY LINE WHERE
WATER SUPPLY LINE IS CLOSER
THAN 10' TO THE SEPTIC TANK,
THE SEPTIC SYSTEM DRAINFIELD, OR
ANY SEPTIC SYSTEM DRAIN LINE.

THERE ARE NO PROPERTY
LINES CLOSE TO ANY PART
OF THE SEPTIC SYSTEM

SYSTEM LAYOUT *

Scale: 1" = 30'

NOTES:

SLOPE OF INFLOW LINE TO TANK IS 1/8 INCH PER FOOT
OF RUN. PIPE IS 3" OR 4" DIA. SCH 40 PVC.

LEACHING CHAMBERS TO BE LAID ON LEVEL OR SLIGHT DOWNWARD
SLOPE FROM INLET, NOT MORE THAN 1' OVER ENTIRE DRAINFIELD.

SEPTIC TANK IS WATERTIGHT & CONSTRUCTED OF
REINFORCED CONCRETE, WITH TOTAL CAPACITY AS
SHOWN, MINIMUM.

SINGLE TANK OR TWO TANK SYSTEM MAY BE USED. THE
FIRST TANK OR COMPARTMENT MUST BE 1/2 TO 2/3 OF THE
TOTAL VOLUME OF BOTH TANKS OR COMPARTMENTS.

DRAINFIELD SHALL BE INSPECTED BY COUNTY
INSPECTOR IN ACCORDANCE WITH CURRENT
INSPECTION PROCEDURES.

- * Septic tank must be a minimum of 50' from any water well.
Closest distance from any part of drainfield to private water well
must be 100' minimum.
- Minimum separation distance between drainfield and septic tank
is 5'.
- Minimum setback of drainfield from property lines is 5'.
- Minimum separation distance between septic tank or drainfield
and water supply lines is 10'.

Owner Ray Moreno

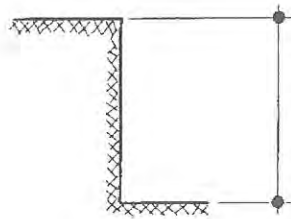
Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-3929

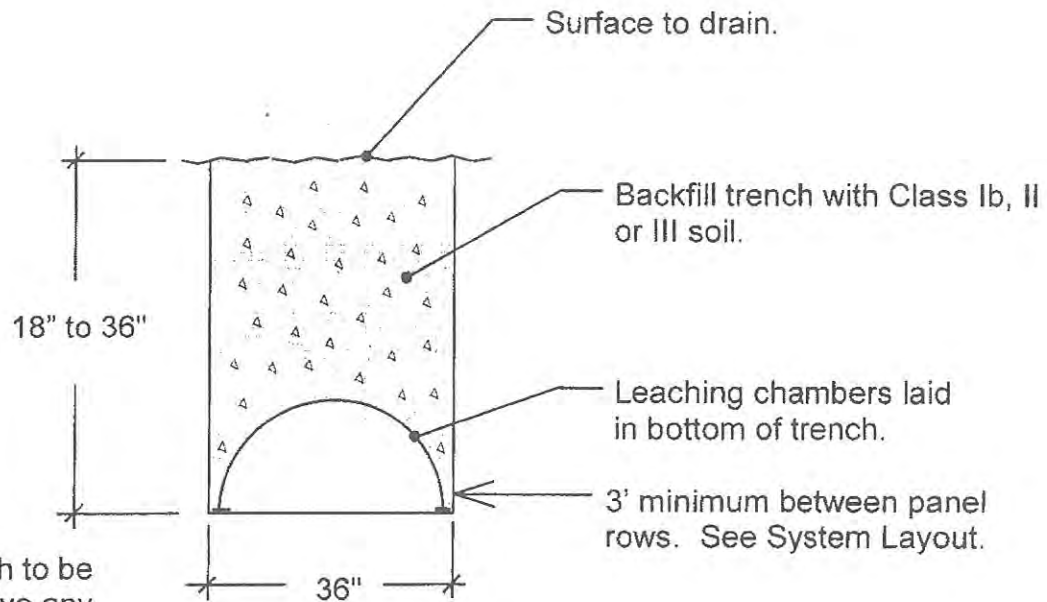
Date: 1/21/08





Sandy clay loam soil to 48"

SOIL PROFILE



There shall be 12" of fall between the invert of the septic tank outlet and the trench bottom, min.

TRENCH DETAIL

Owner Ray Moreno

Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-3929



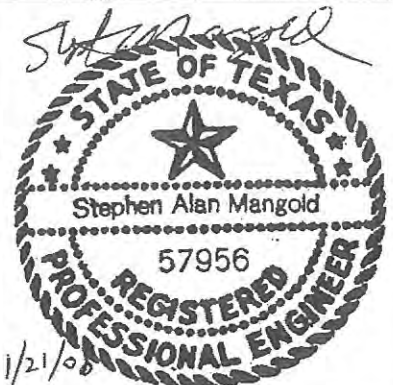
MANGOLD Engineering Company

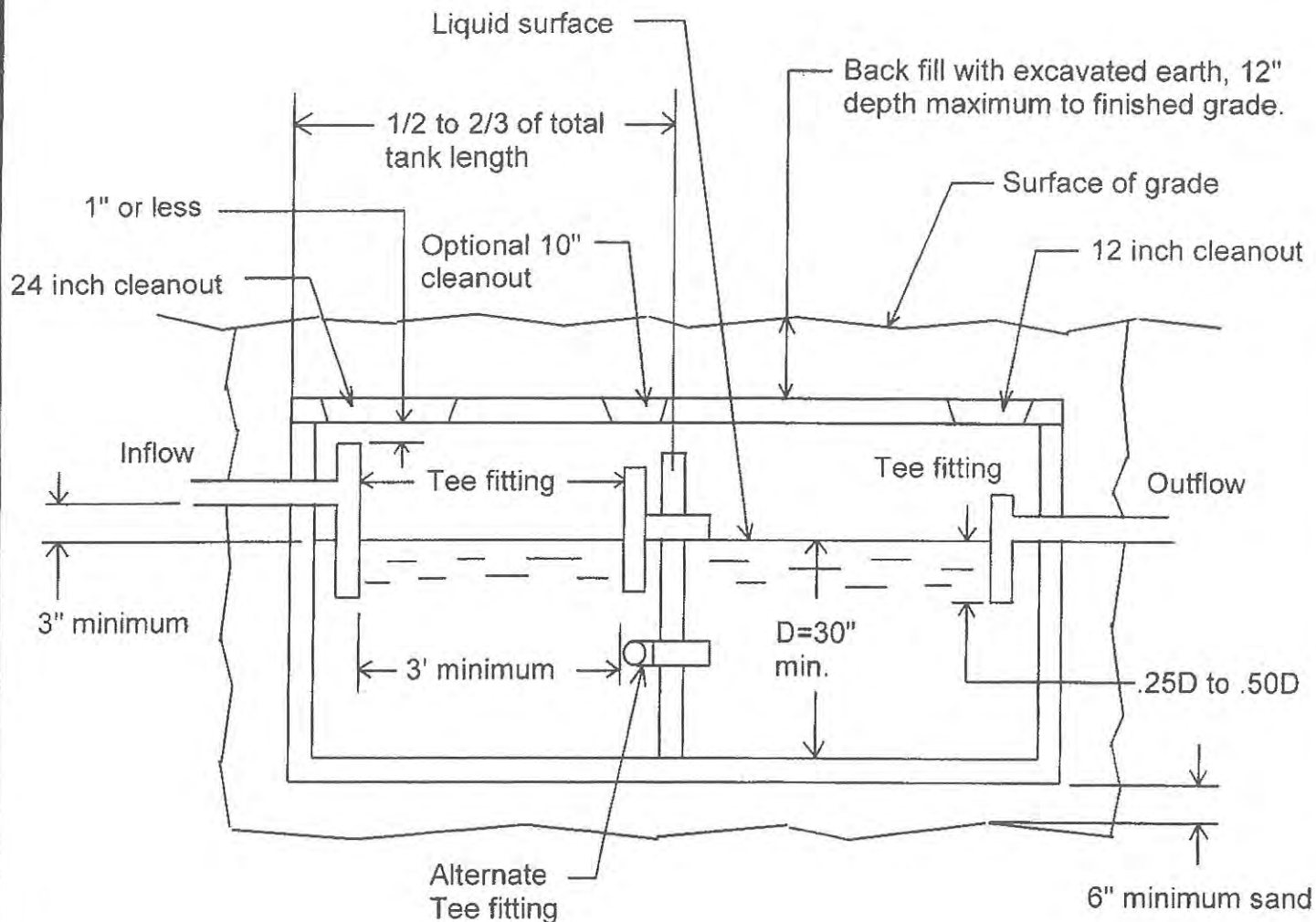
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date: 1/21/08

Scale: None

Sheet 3 of 5





TWO COMPARTMENT TANK

Use detail only if applicable to this design

Owner Ray Moreno

Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-3929



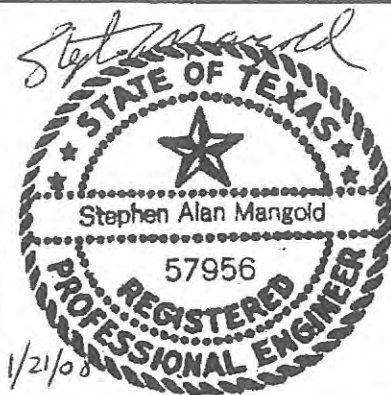
MANGOLD Engineering Company

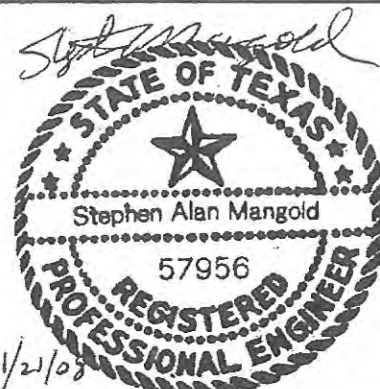
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date 1/21/08

Scale: None

Sheet 4 of 5







SAN ANTONIO BOARD OF REALTORS®, INC.
OWNER'S DISCLOSURE STATEMENT
 (FARM, RANCH & RURAL ACREAGE)



This Disclosure Statement is not intended as a substitute for any inspections or warranties that a prospective buyer of the Property may wish to obtain in conjunction with the negotiation of a contract with Owner. It is recommended by Broker that any prospective buyer obtain independent inspections of the Property by professionals of such party's choice, including, but not limited to, an environmental site assessment of the Property.

THIS DISCLOSURE STATEMENT pertains to certain property located at 1205 CR 732, Yancey, Tx 78886 (The "Property")
 more particularly described on Exhibit A attached hereto, and is hereby submitted by Paul A. Zepeda

("Owner") to Bob Heyen Realty Kyle Heyen ("Broker")
 for Broker's use in connection with its marketing of the Property to prospective buyers.

Owner hereby authorizes Broker to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. This Information is intended to be a disclosure only and is not intended to be a part of any contract between Owner and a prospective buyer or a warranty of any kind by the Owner to a prospective buyer.

The answers or responses appearing in this Disclosure Statement are being made by the Owner to Broker and such responses or answers shall not be deemed or construed as being representations of the Broker to prospective buyers of the Property. The information provided herein is current as of _____, and does not reflect any changed condition occurring after such date. Owner agrees to be as accurate as possible in responding to the applicable inquiries herein set forth, and to the extent that Owner is either uncertain about or has no knowledge of the information requested, then the applicable response is so noted. Owner acknowledges that this Disclosure Statement may be the basis for such prospective buyer determining whether or not to cause Independent Inspection, investigations, tests or environmental site assessments to be conducted with respect to the Property by real estate professionals. "These statements do not apply to any residence on the Property. For a residence, use the Sellers Disclosure Notice form."

Owner is ☐ is not ☒ occupying the Property. If Owner is not occupying the Property, how long since Owner has occupied the Property? _____

A. DEFECTS/MALFUNCTIONS:

Is Owner aware of any significant or material defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s).

- | | | | | | | | |
|---------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------|--------------------------------------------|---------------------------------------|----------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Floors | <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> Insulation | <input type="checkbox"/> Roof(s) | <input type="checkbox"/> Windows | <input type="checkbox"/> Doors |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Slab(s) | <input type="checkbox"/> Driveways | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Walls/Fences | <input type="checkbox"/> Paint | <input type="checkbox"/> Electrical Systems | |
| * <input checked="" type="checkbox"/> Plumbing/Sewers/Septics | <input type="checkbox"/> Heating/Air Conditioning Systems | <input type="checkbox"/> Other Structural Components | <input type="checkbox"/> Water Penetration | | | | |

Describe: * weekend cabin uses an outhouse that flows into septic tank.

If any of the above items is checked, explain (attach additional sheets if necessary.): _____

B. GENERAL INFORMATION:

Is Owner aware of any of the following:

- Feature of the property shared in common with adjoining landowners, such as walls, roofs, fences and driveways, whose use or responsibility for maintenance may have an effect on the Property.
- Any encroachments, easements or similar matters that may affect the Property.
- Any settling from any cause, or slippage, sliding, or other soil problems as related to structures.
- Major damage to the Property or any of the structures from fire, earthquake, floods, or ground shifting.
- Neighborhood noise problems or other nuisances affecting the Property.
- Deed restrictions or obligations affecting the Property.
- Any notices of abatement or citations against the Property.
- Any lawsuits against Owner threatening to or affecting Property.

Yes No Unknown

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "yes," explain. (Attach additional sheets if necessary): _____

C. **FLOODING AND DRAINAGE:** Is any part of the Property in a 100-year flood plain? ☐ Yes ☒ No ☐ Unknown. If yes, what part of the Property is within the flood plain: _____. What is the source of your information? _____
Has the Property ever flooded? ☐ Yes ☐ No ☐ Unknown. If yes, give dates and information: _____

Are there any drainage problems? ☐ Yes ☒ No ☐ Unknown. If yes, explain: _____

Are there any flowing or intermittent springs or streams on the Property? ☐ Yes ☒ No ☐ Unknown. If yes, please explain: _____

D. **ENVIRONMENTAL MATTERS:**

1. **UNDERGROUND TANKS AND PIPELINES:** Are there now or has there ever been any tanks, drums, pipelines or other containers containing or transporting gas, oil, chemicals or other hazardous substances or materials upon or buried underground anywhere on or in the Property? ☐ Yes ☒ No ☐ Unknown. If yes, Number: _____ Size: _____ Age: _____
Location: _____

In current use? ☐ Yes ☐ No ☐ Unknown. Registered with Registration Department, Petroleum Storage Tank Division, Texas Water Commission (512/371-6200)? ☐ Yes ☐ No ☐ Unknown. Type of material(s) stored in tank(s): _____
_____ ☐ Unknown. What is the source of your information: _____

2. **HAZARDOUS MATERIALS:** Are there now or has there ever been any other hazardous substances or materials (including residues from toxic substances) on or in the Property? ☐ Yes ☒ No ☐ Unknown. If yes, material: _____

When: _____

Location: _____

What is the source of your information? _____

3. **CHEMICALS:** Has there been any storage or manufacturing of chemical materials or pollutants on the Property? ☐ Yes ☒ No ☐ Unknown. If yes, material: _____ When: _____

4. **MINING OR DUMPING:** Has the Property ever been used as a quarry, mine, dump site or landfill? ☐ Yes ☒ No ☐ Unknown. If yes, please explain: _____

What is the source of your information? _____

5. **WASTE SITES:** Have there ever been any chemical or waste disposal sites on or in close proximity to the Property? ☐ Yes ☒ No ☐ Unknown. Explain: _____

6. **ENDANGERED SPECIES:** Do you know of the existence of any threatened or endangered species, as listed by the Texas Parks and Wildlife Department or U.S. Fish and Wildlife Service, or their habitat on the Property? ☐ Yes ☒ No ☐ Unknown. If yes, explain and give the location: _____

7. **OTHER:** Are there any other environmental hazards or conditions which presently contaminate or otherwise detrimentally affect the Property that are not otherwise mentioned herein, but that Owner has reason to believe might be violative of applicable federal, state or local environmental statutes or regulations (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended)? ☐ Yes ☒ No ☐ Unknown. Explain: _____

(attach additional sheets if needed).

E. **WATER SYSTEM:** Has the Owner ever had the water system(s) serving the Property tested? ☒ Yes ☐ No ☐ Unknown. If yes, tested by: installer UNKNOWN

Dated tested: 2008 ☒ Satisfactory ☐ Satisfactory with Notation ☐ Unsatisfactory. Has Owner ever had water test with an "Unsatisfactory" or "Satisfactory with Notation" result? ☐ Yes ☐ No ☐ Unknown. If yes, please explain: _____

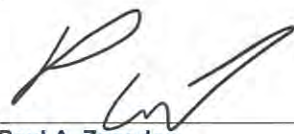
1. **PROBLEMS:** _____


F. SPECIAL CONDITIONS AFFECTING PROPERTY OF WHICH A PROSPECTIVE BUYER SHOULD BE GENERALLY AWARE THAT ARE NOT OTHERWISE SET FORTH HEREIN:

The information herein is complete, true and correct to the best of Owner's knowledge and belief as of the date signed by the Owner. This Disclosure Statement is not intended as a substitute for any inspections or warranties that a prospective buyer of the Property may wish to obtain in conjunction with the negotiation of a contract with Owner. It is recommended by Broker that any prospective buyer obtain independent inspections of the Property by professionals of such party's choice including, but not limited to an environmental site assessment of the Property.

OWNER'S DISCLOSURE STATEMENT - COMMERCIAL & FARM, RANCH & RURAL ACREAGE 1205 CR 732, Yancey, Tx 78886
(PROPERTY ADDRESS)

The information herein contained is complete, true and correct to the best of the Owner's knowledge and belief as of the date signed by the Owner.

OWNER:  Paul A. Zepeda DATE: 7-6-2021

OWNER:  DATE: _____

BUYER(S) AND OWNER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND OWNER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS OWNER'S DISCLOSURE STATEMENT.

BUYER: _____ BUYER: _____

DATE: _____

RESTRICTIVE COVENANTS AND EASEMENTS
MEDINA COUNTY ACREAGE

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. All tracts shall be used solely for residential purposes. No activity shall be conducted on any of these tracts which is noxious or harmful by reason of emission of odor, dust, smoke, gas fumes, noise or vibration.
 2. No tract may be subdivided unless written approval is given by the Seller, its assignees, successors or designees.
 3. No building other than a single-family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports, and garages, shall be moved onto, erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying of foundations. No structures of any kind may be moved onto the property, except for new or refurbished double wide manufactured homes not older than 5 years from date of manufacturer and constructed in accordance with the Manufactured Housing Standard Act, Title 83 of the United States Code. Any manufactured home moved on the property must be approved in writing by the Seller, its assignees, successors or designees and have axles, wheels, and towing devices removed. All residences must be completely enclosed from the ground level to the lower portion of the outside walls with masonry or other fabricated material, approved in writing by the Seller, its assignees, successors or designees, so as to maintain a neat, harmonious appearance and remove posts and piers from outside view within sixty (60) days after utilities are connected to each residence.
 4. No improvements shall be constructed or erected on any tract nearer than fifty (50) feet to the front property line; no nearer than twenty (20) feet to the side and rear property lines. However, fences may be erected on the property lines. All improvements, driveways, slabs, fences, etc., must be approved in writing by Seller or its designee before any construction of a residence or any manufactured home is moved onto any tract.
 5. No advertising or "For Sale" signs may be erected without written approval of Seller.
 6. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic system approved by State and local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.
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7. No noxious, offensive, unlawful or immoral use shall be made of the premises.
 8. A reasonable number of dogs, cats or other household pets may be kept provided that they and any/all other livestock are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.
 9. The Seller reserves to itself, its successors or assigns, a twenty foot (20') wide public utility, drainage and embankment back slope easement adjacent to all street right of way lines, a fifteen (15') utility easement along the side and rear boundary lines, and a floating forty by twenty five (40' by 25') guy wire easement as required by Medina Electric Cooperative of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including, but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such service.
 10. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on, or under the above mentioned property are excepted from the Contract and are hereby reserved to the Seller. The surface of the lots shall not be used for exploration, drilling or development of any materials.
 11. No junk, wrecking or auto storage yards shall be located on any tract. Each tract shall be maintained in a neat manner, and at no time shall there be any boat hulls, inoperable automobiles, trucks, or vehicles on the premises; nor shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. Purchaser agrees to keep this property neat in appearance and shall be responsible to keep brush and undergrowth at a minimum. In the event Purchaser fails in this obligation, he agrees that Seller or his agent may enter the property and perform whatever work in the opinion of the Seller is necessary to render the property neat in appearance and Seller may charge Purchaser a reasonable charge for this service.
 12. Except as hereinabove provided, the restrictions herein contained shall run with the land until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.
 13. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.
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Any provision here which restricts the sale,
rental or use of the described real property
because of color or race is invalid and
unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF MEDINA

hereby certify that the Instrument FILED in
number sequence and stamped hereon by
me and was duly RECORDED in the Official
Records of Medina County Texas on 08/14/2007
COUNTY CLERK
MEDINA COUNTY, TEXAS



Lisa J. Wierath



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Bob Heyen Realty	459073	bobheyenrealty@gmail.com	830-426-4333
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Kyle J. Heyen	459073	bobheyenrealty@gmail.com	830-426-4333
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Kyle J. Heyen	459073	bobheyenrealty@gmail.com	210-912-6007
Sales Agent/Associate's Name	License No.	Email	Phone



Buyer/Tenant/Seller/Landlord Initials

Date