

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>LOCATION:</u>	130 CR 2722 Mico, Texas 78056
<u>LOT SIZE:</u>	5.050 acres, more or less.
<u>LEGAL:</u>	Bear Spring Ranch, Unit 1, Lot 55, Medina County, Texas.
<u>PRICE:</u>	\$785,000.00.
<u>TERMS:</u>	Cash to Seller or third-party financing.
<u>TAXES:</u>	Taxes are approximately \$7,929.79 (2022) per year.
<u>SCHOOL:</u>	Medina Valley ISD
<u>UTILITIES:</u>	CPS is the electric provider, water well and septic on site.
<u>WATER:</u>	Domestic water well approximately 1,000' in depth, set at 600' with pump and pressure tank.
<u>REMARKS:</u>	<p>Absolutely stunning home on 5 mostly cleared acres in Bear Spring Ranch just minutes from Medina Lake! This two-story home consists of approximately 3,422 sq. ft. and has 4 bedrooms, 4 full baths and a ½ bath. The exterior of the home is rock and wood with a composition shingle roof. This all-electric home has two central air conditioning/heating units (one for the upstairs and one for the downstairs), water heater, and a well that provides water to the home.</p> <p>This reverse floorplan home boasts many amenities! Downstairs are two bedrooms, two full baths, a large den (or flex room) with laundry area and a 400 sq. ft. game/theatre room. There is access to a large back patio from the flex room as well as one of the bedrooms. The flooring consists of stained concrete throughout except for the theatre room which is tile designed to look like wood. Upstairs you will come up into an open concept kitchen that overlooks the dining and large living area with a wood burning fireplace. The master bedroom and bath as well as another bedroom and bath are also upstairs. There are wood floors throughout the upstairs except in the baths which are slate tile. A balcony off the kitchen overlooks</p>

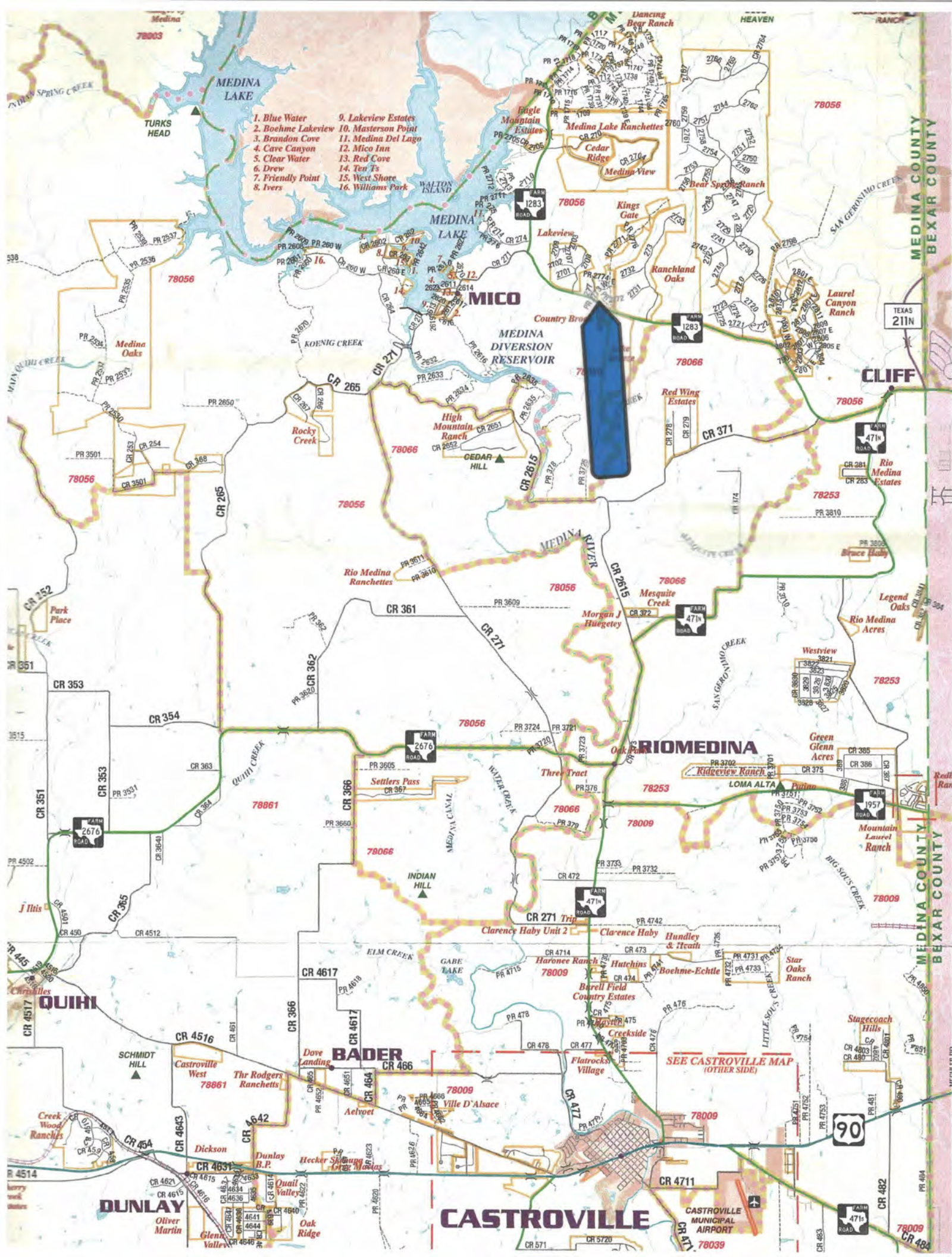
the front of the home and in the evening, you will be able to see the lights of downtown San Antonio in the distance.

A sliding door off the master suite opens to the rear balcony overlooking the back yard. The master bath has a double vanity, separate whirlpool tub and walk-in shower as well as a large walk-in closet.

Outside are very spacious front and back yards with trees consisting of Live Oak, Red Oak, and Cedar Elm, a sprinkler system, small storage building, and a fantastic play area for kids who will even have their own artificial turf soccer field next to a large play gym! The spacious back patio, complete an outdoor half bath, makes a perfect entertaining area! Beyond the back yard is also an arena and covered shed for animals (currently there are two horses on the property). The owners have taken great care in clearing a majority of the property while still keeping a buffer of trees between the home and FM 1283. Fill dirt has also been brought in to level the property around the home and provide good drainage. The property is perimeter fenced and has a beautiful rock and metal gated entrance!!

This is a beautifully manicured and well-maintained home on small manageable acreage located in a beautiful, quiet neighborhood only minutes to Medina Lake and San Antonio!!

Note: Seller is offering \$15,000.00 towards a rate buy-down or closing costs.





RD 2720

COUNTY RD 2720

RD 2721

COUNTY RD 2722

FM 1283

1283

1283



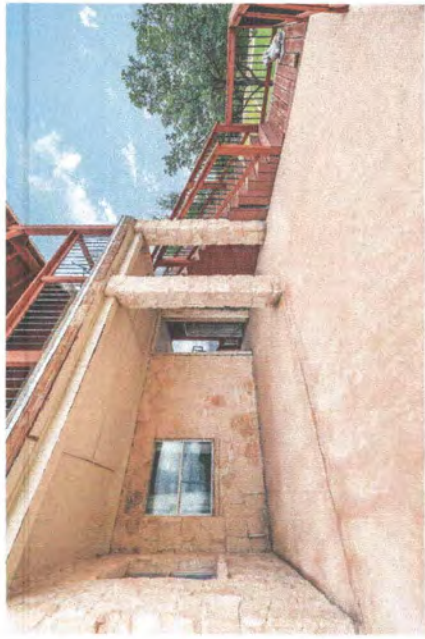




















SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2022

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

CONCERNING THE PROPERTY AT

130 CR 2722
Mico, Tx 78056

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

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

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

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

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N	U
Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: 2
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: 2
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: electric gas other:
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> wood gas logs mock other:
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	attached not attached
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	attached not attached
Garage Door Openers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: number of remotes:
Satellite Dish & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned leased from:
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas other: number of units: 1
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Other Leased Items(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe:

(TXR-1406) 07-08-22

Initialed by: Buyer: _____ and Seller:

Page 1 of 6

Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual	areas covered: <u>Full coverage</u>
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	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: shingle Age: 2014 (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		<input checked="" type="checkbox"/>	Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): ceiling upstairs
Kitchen/Living room: Texture needed to smooth out.
Upstairs Kitchen/Living room: Engineered Hardwood needs
to be replaced or repaired (we convey extra wood planks)

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		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>			

(TXR-1406) 07-08-22

Initialed by: Buyer: _____ and Seller: JA ML

Concerning the Property at _____

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

"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.

(TXR-1406) 07-08-22

Initialed by: Buyer: _____, _____ and Seller: 4/8, ml

Page 3 of 6

Concerning the Property at _____

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.
- ☒ Y ☒ N Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: None / only Deed restrictions
Manager's name: _____ Phone: _____
Fees or assessments are: \$ 0.00 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.
- ☒ Y ☒ N 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: _____
- ☒ Y ☒ N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ Y ☒ N Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☒ Y ☒ N Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☒ Y ☒ N Any condition on the Property which materially affects the health or safety of an individual.
- ☒ Y ☒ N 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).
- ☒ Y ☒ N 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.
- ☒ Y ☒ N The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ Y ☒ N 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): _____

Medina County Groundwater Conservation Dist.

(TXR-1406) 07-08-22

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

Page 4 of 6

Concerning the Property at _____

130 CR 2722
Mico, Tx 78056

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 Vehicle only - covered on homeowners ins.

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.

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: Roy Heath Jr. Printed Name: Megan B. Delagarza Heath
(TXR-1406) 07-08-22 Initialed by: Buyer: _____, _____ and Seller: [Signature], [Signature] Page 5 of 6

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://www.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: <u>CPS</u>	phone #: _____
Sewer: <u>On site</u>	phone #: _____
Water: <u>Well</u>	phone #: _____
Cable: <u>Direct TV, Dish, Free Antenna (70 ch)</u>	phone #: _____
Trash: <u>Warrior</u>	phone #: _____
Natural Gas: <u>/</u>	phone #: _____
Phone Company: <u>U/K</u>	phone #: _____
Propane: <u>/</u>	phone #: _____
Internet: <u>T-Mobile Home (5*)</u>	phone #: _____

- (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: <u>Roy O. Heath Jr.</u>		Printed Name: <u>Megan Delagarza Heath</u>	

(TXR-1406) 07-08-22

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

Page 6 of 6



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

CONCERNING THE PROPERTY AT

130 CR 2722
Mico, Tx 78056

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: Backside of home, ☐ Unknown
access located near Tree/rock bed
- (4) Installer: Serviced by JMAC Septic Services ☒ Unknown
- (5) Approximate Age: _____ ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (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 JH, ML


Page 1 of 2

Information about On-Site Sewer Facility concerning _____

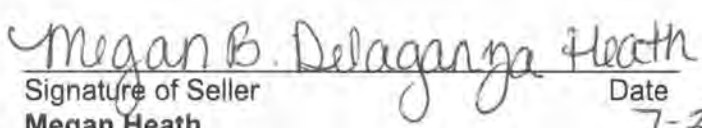
D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater 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
Roy Heath, Jr.

7/3/23
Date


Signature of Seller
Megan Heath

Date
7-3-23

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



NOTICE TO PURCHASERS

1607 Avenue B
Flower, Texas 74001
Telephone: (800) 749-3161
Fax: (800) 749-3540

The Medina County Groundwater Conservation District (GCD) is not a water provider or utility. The service it provides, is the registration or permitting of groundwater wells, and regulations related to those wells. The purpose is to provide of the GCDs taxing authority. The following is from WATER CODE, TITLE 4., CHAPTER 49., SUBCHAPTER M., Section 49.452.(d)
<https://statutes.capitol.texas.gov/Docs/WA/htm/WA.49.htm>

The real property, described below, that you are about to purchase is located in the Medina County Groundwater Conservation District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.007903 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.007903 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$0.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$0.00.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water services within the district in whole or in part from property taxes. The legal description of the property you are acquiring is as follows:

130 CR 2722, Mico, TX 78056 (Bear Spring Ranch, Unit 1, Lot 55; 5.05 acres, Medina County

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

130 CR 2722, Mico, TX 78056 (Bear Spring Ranch, Unit 1, Lot 55; 5.05 acres, Medina County

(Date)

Signature of Purchaser

SITE EVALUATION AND CALCULATIONS

Site Evaluation:

Soil Texture Clay loam
Soil Structure: Blocky
Soil Depth: 48" minimum
Restrictive Horizon: None encountered
Groundwater: None encountered
Topography: More than 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 $R_a = 0.20$ gallons / sq. ft. / day

3 bedroom house, 2450 sq. ft. w/ water saving devices.
Washing machine water is in septic system.

$Q = 240$ gallons / day

For $Q = 240$ gallons / day: Use 1000 gallon septic tank, minimum.

$A = Q / R_a$, $A = (240 \text{ gallons / day}) / (0.20 \text{ gal. / sq. ft. / day}) = 1200$ sq. ft. minimum

$W =$ width of excavation $W = 3$ ft,

$L = 0.75A / (W+2)$, $L = (0.75 \times 1200) / (3 + 2) = 180$ ft. minimum

Install 180 ft. of 3 ft. wide excavation for single family residence.
(Install 29 leaching chambers)

Owner Paul Neumann

Location Medina County, Texas.

Drawn by: Stephen A. Mangold

Drawing No. 100-2712

Date: 3/8/05

Scale: None

Sheet 1 of 5

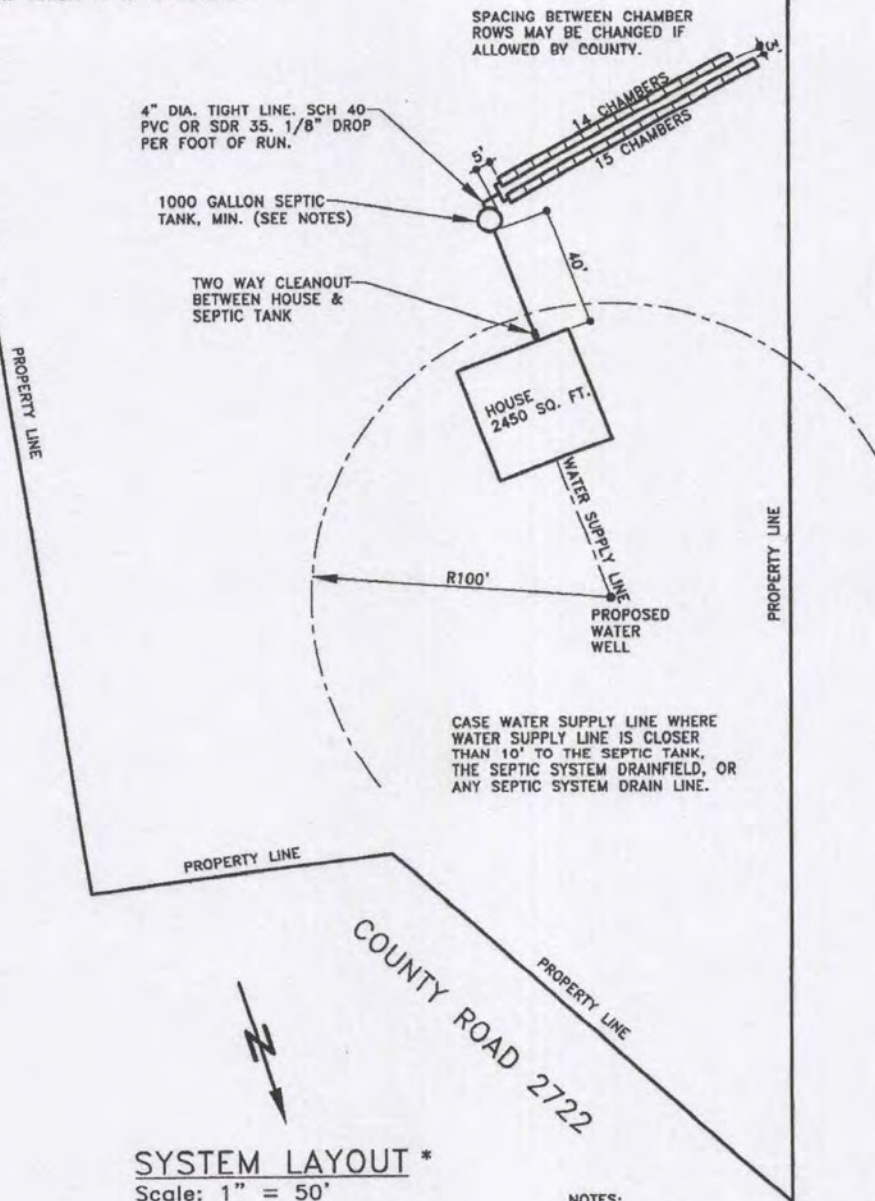


MANGOLD Engineering Company

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



MANGOLD ENGINEERING COMPANY WILL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF THE USE OF ANY PART OF THE ENGINEERING OF THIS SEPTIC SYSTEM BEFORE THE ENGINEERING HAS BEEN COMPLETELY AND FINALLY APPROVED BY THE APPROPRIATE COUNTY AUTHORITY IN THE COUNTY FOR WHICH IT IS INTENDED.



SYSTEM LAYOUT *
Scale: 1" = 50'

- * Septic tank must be a minimum of 50' from any private 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'.

NOTES:

SLOPE OF INFLOW LINE TO TANK IS 1/8 INCH PER FOOT OF RUN. PIPE SHALL BE 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 MUST BE WATERTIGHT & CONSTRUCTED OF REINFORCED CONCRETE, WITH 1000 GAL. TOTAL CAPACITY, 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 WILL BE INSPECTED BY COUNTY INSPECTOR IN ACCORDANCE WITH CURRENT COUNTY INSPECTION REQUIREMENTS.

Owner Paul Neumann

Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-2712



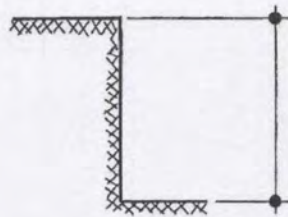
MANGOLD Engineering Company
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date: 3/8/05

Scale: Noted

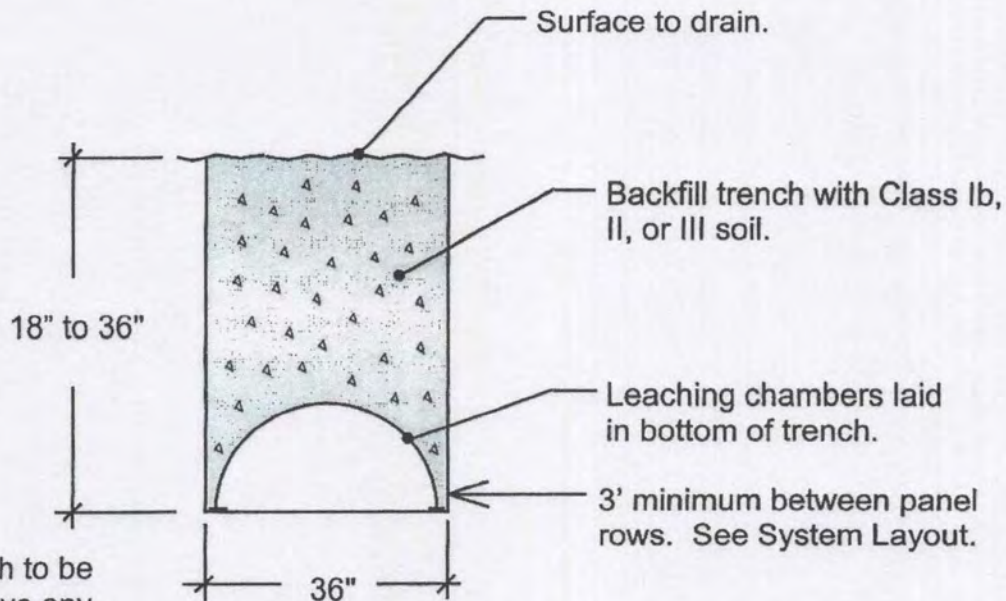
Sheet 2 of 5





Clay loam soil and loose
rock to 48"

SOIL PROFILE



Bottom of trench to be
at least 24" above any
restrictive horizon.

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

TRENCH DETAIL

Owner

Paul Neumann

Drawn by: Stephen A. Mangold

Location

See sheet #1

Drawing No. 100-2712



MANGOLD Engineering Company

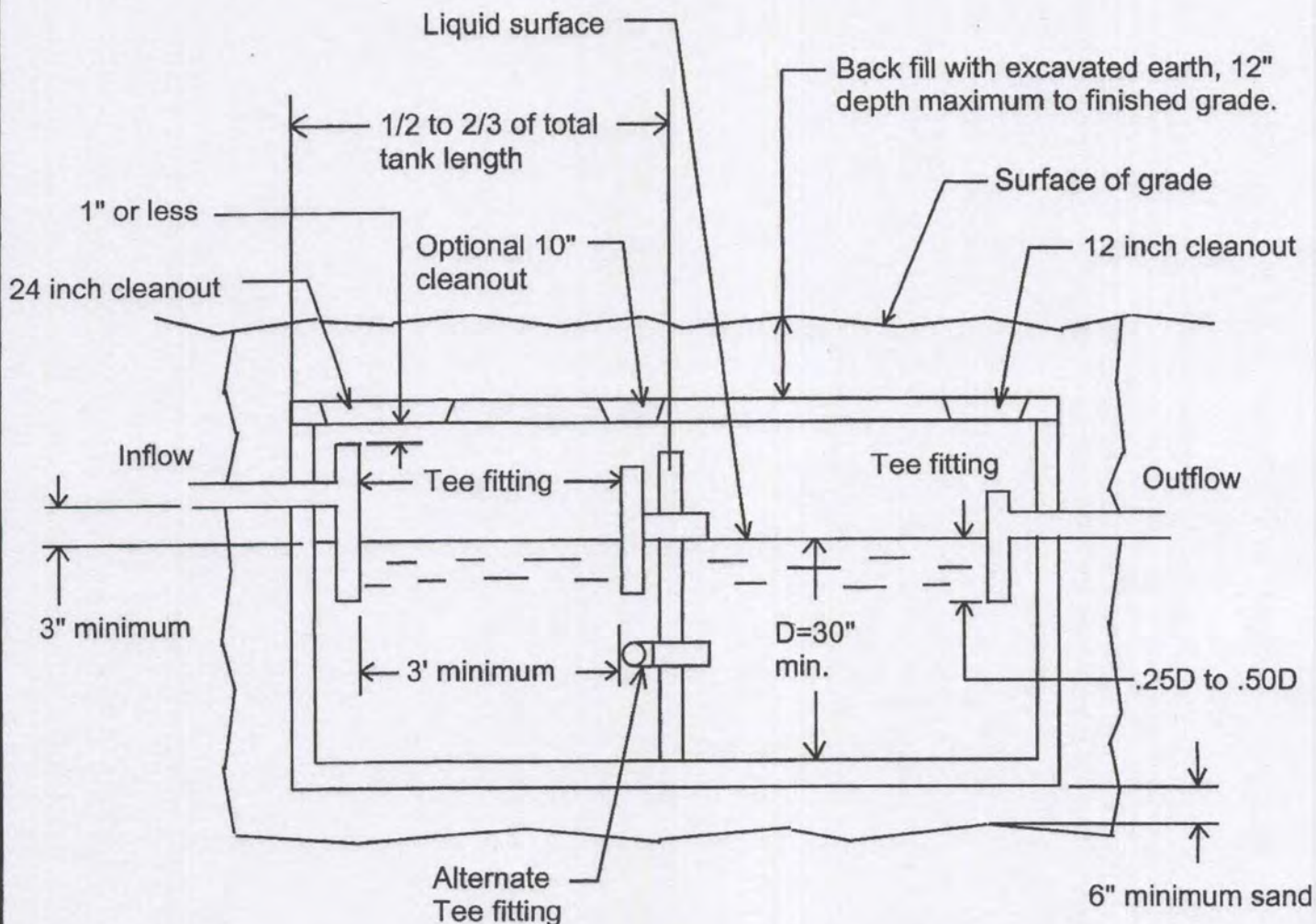
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date: 3/8/05

Scale: None

Sheet 3 **of** 5





TWO COMPARTMENT TANK

Use detail only if applicable to this design

Owner Paul Neumann

Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-2712



MANGOLD Engineering Company

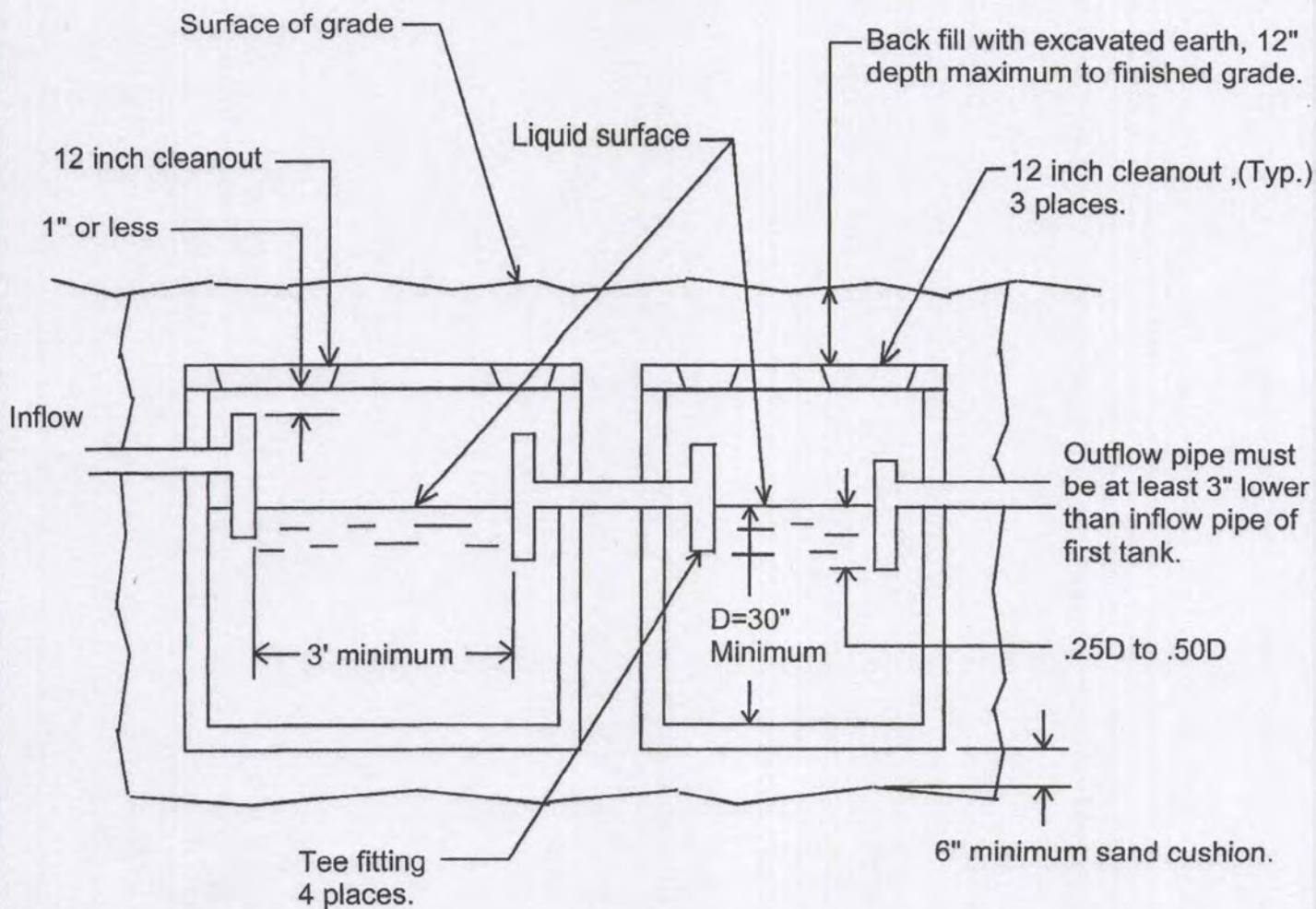
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

Date 3/8/05

Scale: None

Sheet 4 of 5





TWO TANK SYSTEM

Use detail only if applicable to this design

Owner Paul Neumann

Drawn by: Stephen A. Mangold

Location See sheet #1

Drawing No. 100-2712



MANGOLD Engineering Company

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

Date: 3/8/05

Scale: None

Sheet 5 of 5



116396

SUBDIVISION RESTRICTIONS

BEAR SPRING RANCH SUBDIVISION UNIT FOUR

THE STATE OF TEXAS

COUNTY OF MEDINA

§
§
§
KNOW ALL MEN BY THESE PRESENTS:

THAT Land Systems Company and Martex Corporation, both Texas corporations, hereinafter referred to as "Developer", are the owners of all that certain real property in Medina County, Texas, and described as BEAR SPRING RANCH SUBDIVISION UNIT FOUR, a subdivision in Medina County, Texas.

WHEREAS, we, Land Systems Company and Martex Corporation are the owners of all property constituting the said subdivision and for the benefit of ourselves and of any subsequent owner or owners of any lot therein, desire to make certain restrictions in regard to the use, occupancy and construction in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the following constitute the restrictions affecting the property within said subdivision:

ARTICLE I

Definitions

Section 1. "Properties" shall mean and refer to BEAR SPRING RANCH SUBDIVISION UNIT FOUR, as shown by the plat thereof recorded in the Map or Plat Records of Medina County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 2. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plats.

Section 3. "Owner" shall mean and refer to the record owner (which shall include any purchaser under contract with the Texas Veterans Land Board), whether one or more persons or entities, of title to any Lot which is a part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 4. "Subdivision Plats" shall mean and refer to the maps or plats of Bear Spring Ranch Subdivision Unit Four, recorded in the Map or Plat Records of Medina County, Texas.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plats further establish certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. The undersigned hereby reserve the right to grant exceptions to the setback lines shown on the plat and upon filing notice of such exception for record in the real property records of Medina County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the subdivision plat.

Section 2. Developer reserves the non-exclusive right to use the easements and right-of-way as shown on the Subdivision Plats for the purpose of constructing, maintaining and repairing a system or systems of electric power, water system and telephone line or lines, or any other utility which the Developer or any utility company serving the subdivision sees fit to install in, across and/or under the Properties. Nothing contained herein shall impose any obligation on Developer

to construct or maintain any such utilities. Any fences constructed in any easement area that would block entrance (access) to any main electric line or tap electric line or to any water line would require a gate or gap of 12 feet minimum width installed by the lot owner to allow access to the easement. No trees shall be planted and no buildings shall be constructed in any easement area.

Section 3. Neither Developer nor any utility company serving the subdivision and using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

ARTICLE III

Use Restrictions

Section 1. Land Uses and Building Type. All Lots shall be used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any Residential Lots other than one detached single-family or duplex dwelling not to exceed two (2) stories in height (excluding a basement), and a detached or attached garage or carport for not more than four (4) cars. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway). There may be only one garage apartment or one connected guest house, but not both. After the construction of a residence, there also may be constructed greenhouses, barns, shop buildings and other outbuilding, so long as each is of neat appearance. No mobile home or manufactured home (single-wide or double-wide) may be placed on or used on any lot. As used herein the term "residential purposes" shall be construed to prohibit the use of said Lots for apartment houses and for commercial duplex houses or garage apartments, but duplex houses and garage apartments for non-commercial use and which meet all of the minimum size and other requirements of these subdivision restrictions, may be placed on lots. No residence shall be occupied until a water well is completed and properly connected and an approved private sewage facility is installed. Lot Owners shall not excavate, remove or sell soil or rock, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

Section 2. Dwelling size. Any single story residence or garage apartment on any lot must have floor area of the main residential structure, exclusive of porches, breezeways and garages, of not less than 1600 square feet, and any 1 1/2 story or 2 story dwelling must have total floor area of both floors of not less than 1800 square feet, exclusive of porches, breezeways, garages and guesthouse.

Section 3. Type of Construction Materials. All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision.

Section 4. Lot lines/setbacks. No dwelling or structure shall be located closer than 25 feet to the lot line facing any street and no closer than 15 feet from the back and side lot lines, except with the consent of the undersigned as described above in Article II, Section 1. "Back and side lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost back lot lines and side lot lines considering said contiguous whole lots as one lot. However, in the event that a single owner shall own two or more adjacent lots, and shall thereafter convey one lot to any third party, the interior lot lines between the lots then owned by separated owners shall be burdened by the setback lines described herein. Nothing contained herein shall purport to or be a waiver of the utility easements as shown on the plat of the Properties, but rather any waiver of any utility easement may be granted only by the relevant utility service provider.

Section 5. Minimum Lot Area. No lot shall be subdivided without the consent of the undersigned, their successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, their successors or assigns. However, the Texas Veterans Land Board may sever a one acre parcel from any lot owned by them.

Section 6. Temporary Structures and temporary occupancy. Camping is permitted for no more than 14 days of any 30 day period. Otherwise, no travel trailer, motor home, tent, garage, barn or other outbuilding or structure other than

a residence meeting all of the requirements of these subdivision restrictions shall be occupied as a temporary residence, and no travel trailer, motor home, tent, other structure of temporary character shall at any time be left on any lot except (1) during construction of a permanent structure, or (2) after completion and occupancy of a residence on the lot. No residence shall be occupied even on a temporary basis until water service is connected and approved sanitary sewage disposal facilities are installed.

Section 7. Fences. All fences must be constructed with new materials.

Section 8. Driveways. No driveway shall be constructed on any lot until all required permits from any regulatory agencies have been obtained.

Section 9. Completion of Construction. Construction of any dwelling shall be completed within 6 months from the date the foundation is commenced or materials are stored on the lot (whichever is earlier), and all construction must be performed by an experienced, competent general contractor.

Section 10. Water Wells. No water wells shall be drilled on any lot until all required permits from any regulatory agency have been obtained. Site location for any water well must be such that any required sanitary easement is provided for and contained on that lot. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any other lot or adjoining land because of the water well and sanitation requirements related to same.

Section 11. Hunting/Firearms. Hunting and discharging of firearms are expressly prohibited in the subdivision.

Section 12. Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road, except that any new building materials used in the construction of improvements erected upon any lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. No inoperative or unsightly vehicles shall be stored or kept on any lot, and no automobile or other vehicle shall be kept on any lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

Section 13. Use of Lot as Roadway. No lot or any part of a lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the undersigned, their successors or assigns.

ARTICLE IV

General Provisions

Section 1. Animals. No animals may be kept or maintained on any lot, except:

- a) For normal and usual household pets (such as cats, dogs and birds) in normal numbers.
- b) For livestock solely to be used as part of a school supervised project so long as used for a school project.
- c) For one large animal (including horses, cattle or goats) per acre (with the number of acres being rounded up or down to the nearest whole number).

Under no circumstances shall any pigs, emus, ostriches, poultry, or any exotic animals be maintained on any lot. In no case shall any commercial feed lot operations be allowed, nor the breeding and raising of animals as a commercial operation.

Section 2. Parking. Both prior to and after the occupancy of a dwelling on any tract, the Owner shall provide appropriate space for off-road parking for his vehicles. All vehicles parked on Lots must have current inspection and license registration. No trucks or trailers of the 18-wheel tractor-trailer rig type or size shall be parked on or adjacent to any lot.

Section 3. Sewage Treatment. No outside toilet will be permitted. No sanitary sewage disposal system shall be installed on any lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 4. Covenants Running with the Land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot shall have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof. Nothing herein shall be construed as compelling the undersigned to enforce any of these provisions, nor shall any failure to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The undersigned shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, these restrictions.

Section 5. Developer's Authority. The Developer shall not be subject to these Subdivision Restrictions, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against the Developer for any alleged violations of these Restrictions by Developer or any other party. The Developer further expressly reserves the right to grant any waiver or variance from any of these restrictions, however, Developer shall not have the authority to grant any waiver or amendment which has the effect of removing the limitation on the use of the property as single family residence dwellings. Rather, regardless of any authority given to Developer, all lots shall be used exclusively for single family residences as defined in Article III, Section 1 of these subdivision restrictions. Developer, however, shall have the right to make use of any lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon the above described property, nor shall any act be performed thereon which shall or may become an annoyance or nuisance to other owners of tracts in the above referenced property.

Section 7. Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgement or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions. The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III and IV shall not apply thereto.

Section 8. Developer. The term "Developer" shall mean Land Systems Company and/or Martex Corporation, as well as any other person or entity who is a successor to Land Systems Company and/or Martex Corporation, or who shall have had their rights or duties as Developer assigned to them.

EXECUTED this the 7th day of JUNE, 2000.

LAND SYSTEMS COMPANY

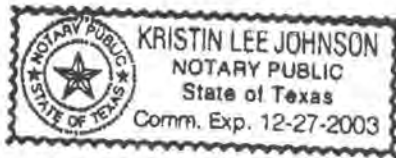
By: [Signature]
W. C. Hammer, President

MARTEX CORPORATION

By: [Signature]
Glenn Dixon, President

THE STATE OF TEXAS
COUNTY OF Wilson

This instrument was acknowledged before me on June 7, 2000, by GLENN DIXON, President of Martex Corporation, a Texas Corporation, behalf of said corporation.



Kristin Lee Johnson
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Wilson

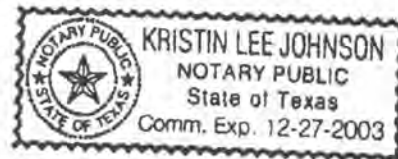
This instrument was acknowledged before me on June 7, 2000, by W. C. HAMMER, President of Land Systems Company, a Texas Corporation, behalf of said corporation.

res/vesl07b3

AFTER RECORDING RETURN TO:

W. C. Hammer
P. O. Box 12560
Dallas, Tx 75225

Kristin Lee Johnson
Notary Public, State of Texas



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 this instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED in the Official Public Records of Medina County, Texas
on

JUN 19 2000



Kathy Wilkins
COUNTY CLERK
MEDINA COUNTY TEXAS

FILED IN MY OFFICE
KATHY WILKINS

JUN '00 19

AM -10 20

COUNTY CLERK, MEDINA CO.



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