

# Bob Heyen Realty

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- ACRES:** 25.01 acres, more or less.
- LOCATION:** 370 PR 3502, Hondo, Texas 78861. The property is located approximately 10 miles northeast of Hondo via State Hwy. 173N, right on CR 342, left on CR 251, then right on PR 3502 (gated entrance to Bandera Road Estates), all in Medina County, Texas.
- LEGAL:** 25.01 acres out of A#0220, H. Castro S#90, Winkler/Heyen, Tract 8.
- PRICE:** \$769,000.00.
- TERMS:** Cash to Seller or third-party financing.
- SCHOOL:** Hondo I.S.D.
- TAXES:** Property is currently under Agricultural Use Exemption. 2024 taxes without exemptions were approximately \$10,441.13.
- MINERALS:** Any and all minerals owned will be conveyed. To be more accurately determined at time of new title commitment.
- WATER:** One exempt domestic Edwards water well that supplies water to the home, barn and troughs. The well was drilled in 1999, has a depth of approximately 344' with a 1.5-HP submersible pump and pressure tank enclosed in a well house. The well was re-worked in June 2024.
- UTILITIES:** Medina Electric Cooperative is the electric provider and propane (tank on site) supplies the stove, dryer, furnace, water heater and ignition for fireplace.
- WILDLIFE:** Wildlife consists of Whitetail deer, hogs, turkey and dove. Hunting is allowed on the property.
- LAND:** The property is flat to gently rolling with elevations ranging from 940'-970'. The ranch is abounded with majestic Live Oak, Cedar, Cedar Elm, Persimmon and blackbrush. Grass consists of blue stem grama, Bermuda and others native to the area. There is 5-strand barb wire fencing on one side. Free range cattle within the gated subdivision help keep the ag exemption.
- IMPROVEMENTS:** Located within the secure, gated subdivision of Old Bandera Road Estates, this picturesque property has it all!! As you enter the property along the gravel road that winds through the oaks, the home and

improvements sit towards the back of the property offering privacy and peaceful country living! A circular drive as well as a covered two-car carport and garage allows for ample parking.

The headquarters area of the property includes a beautiful brick home built in 1999, has 3BR/2B and consists of approximately 1934 sq. ft. that includes the downstairs as well as an upstairs loft. Upon entry, the home opens to the great room that includes a large living area with a wood burning rock fireplace, open kitchen and dining area, walk-in pantry, and laundry room off the kitchen. Also off the kitchen is a spacious garage. Flooring consists of ceramic tile flooring with carpet in the bedrooms and loft. The island kitchen offers ample storage space with all appliances in place. Off the back of the home is a huge wood deck with plenty of space for entertainment! Just off the deck is an RV hookup with cleanout. There is a pipe fenced in side-yard with beautiful Oak tree for shade on the west side of the home.

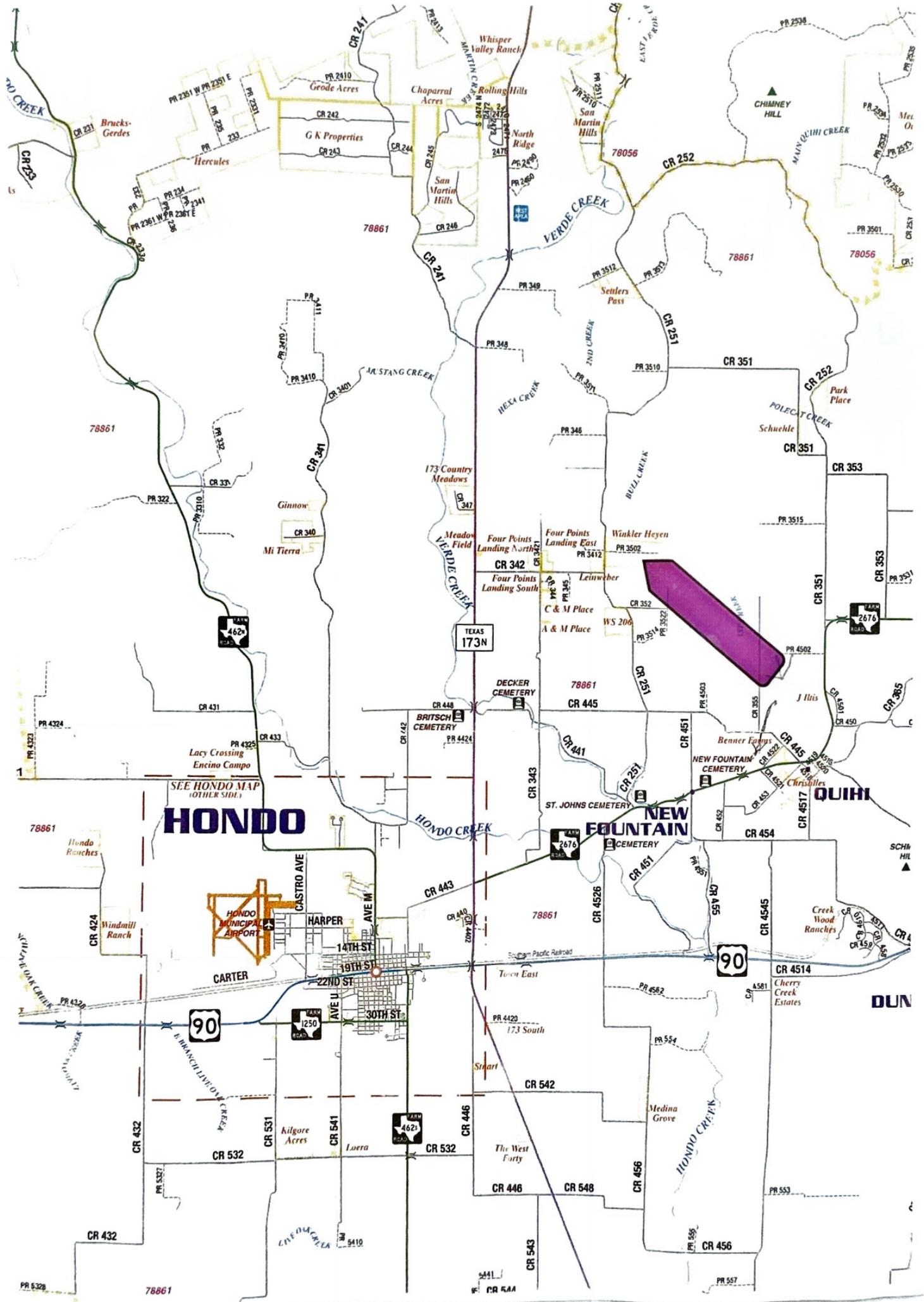
Also included is a 24'x50' Carolina style barn with plenty of room for animals or implements. Attached to the barn is a catch pen for loading or unloading animals. Near the barn is a large chicken coop (also used for raising a variety of birds). In addition, there are two storage rooms on the property.

REMARKS:

This is beautiful Hill Country small acreage property providing country living, good hunting and grazing land located just minutes north of Hondo off paved CR 251 and only 45 minutes to San Antonio!!

Notes:

Feeders do not convey. There is an abandoned pipeline easement that traverses the property and a utility easement runs along the western boundary. HOA fees are approximately \$400.00 per year and light use restrictions apply.



# HONDO

SEE HONDO MAP (OTHER SIDE)



CARTER

HARPER

14TH ST

19TH ST

22ND ST

AVE U

30TH ST

AVE M

CASTRO AVE

LOAERA

KILGORE ACRES

CR 531

CR 532

CR 532

CR 532

CR 532

CR 532

# NEW FOUNTAIN

# QUIHI

# DUN

PR 2351 W PR 2351 E

PR 2352 W PR 2352 E

PR 2353 W PR 2353 E

PR 2354 W PR 2354 E

PR 2355 W PR 2355 E

PR 2356 W PR 2356 E

PR 2357 W PR 2357 E

PR 2358 W PR 2358 E

PR 2359 W PR 2359 E

PR 2360 W PR 2360 E

PR 2361 W PR 2361 E

PR 2362 W PR 2362 E

PR 2363 W PR 2363 E

PR 2364 W PR 2364 E

PR 2365 W PR 2365 E

PR 2366 W PR 2366 E

PR 2367 W PR 2367 E

PR 2368 W PR 2368 E

PR 2369 W PR 2369 E

PR 2370 W PR 2370 E

PR 2371 W PR 2371 E

PR 2372 W PR 2372 E

PR 2373 W PR 2373 E

PR 2374 W PR 2374 E

PR 2375 W PR 2375 E

PR 2376 W PR 2376 E

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PR 2378 W PR 2378 E

PR 2379 W PR 2379 E

PR 2380 W PR 2380 E

PR 2381 W PR 2381 E

PR 2382 W PR 2382 E

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PR 2384 W PR 2384 E

PR 2385 W PR 2385 E

PR 2386 W PR 2386 E

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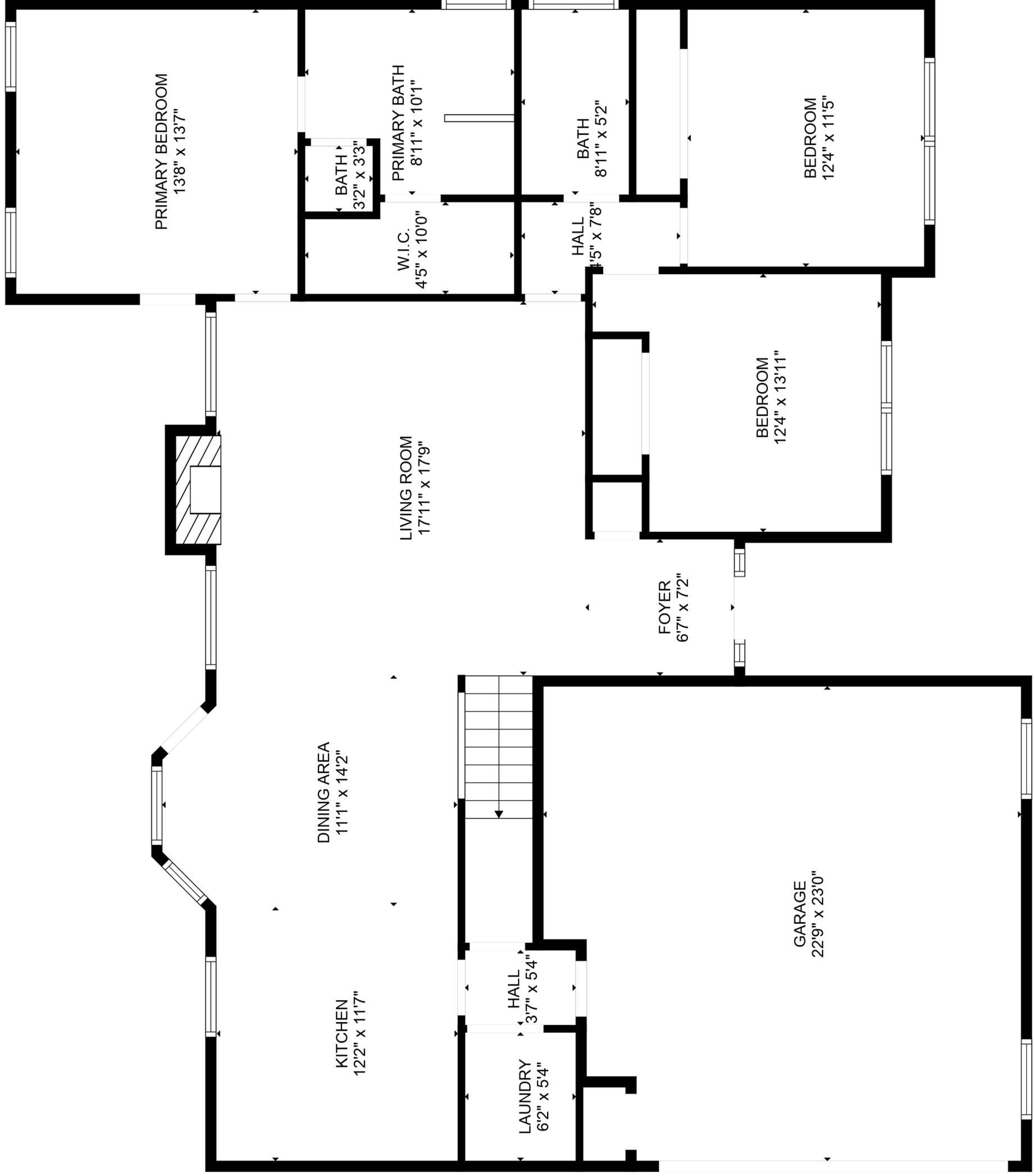
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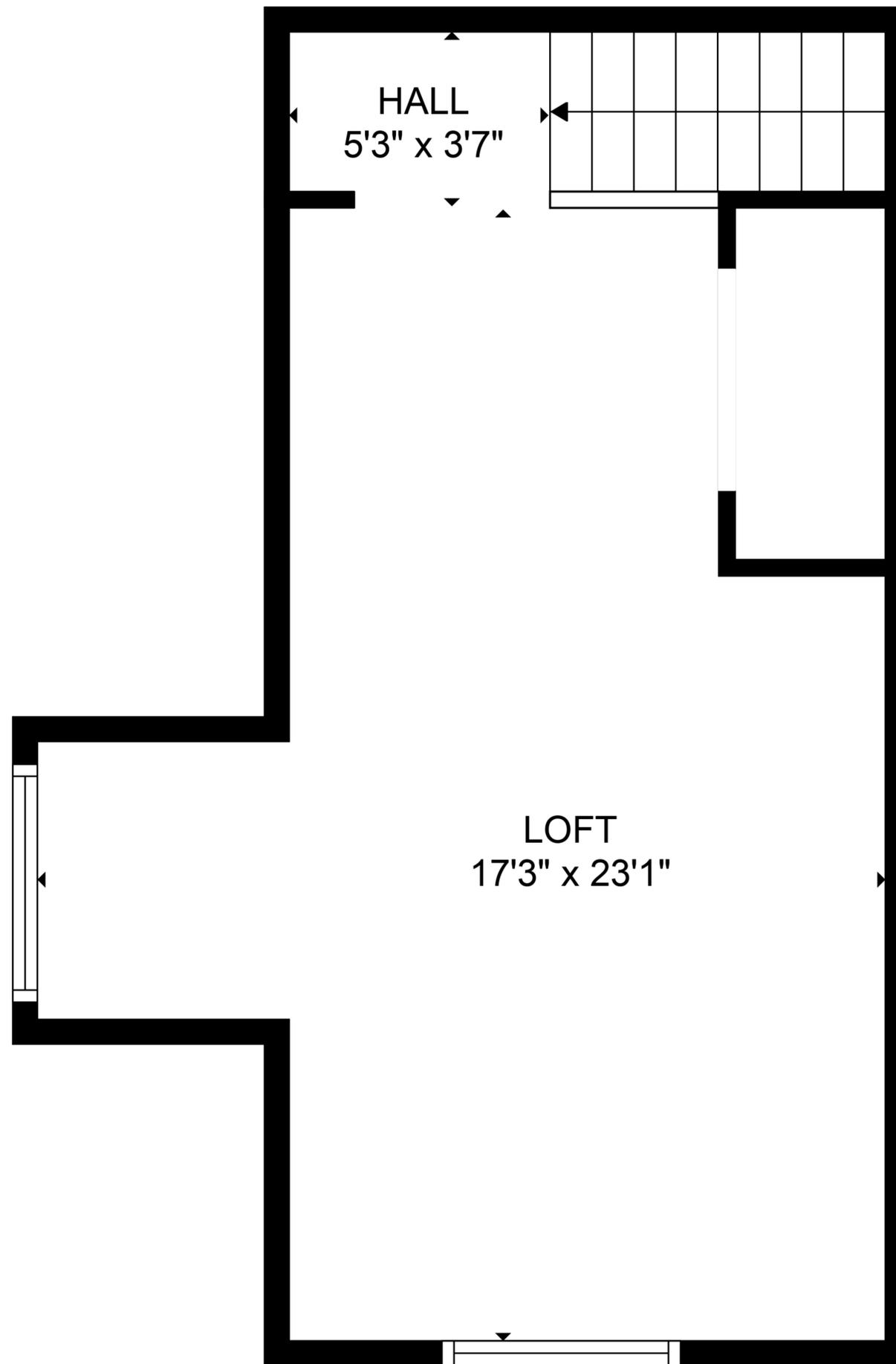
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CR 454

CR 455

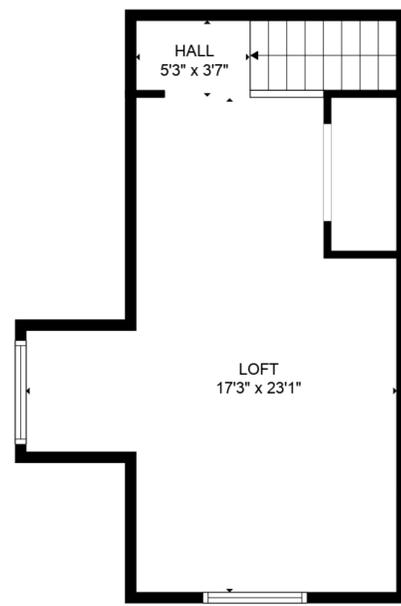
CR 456



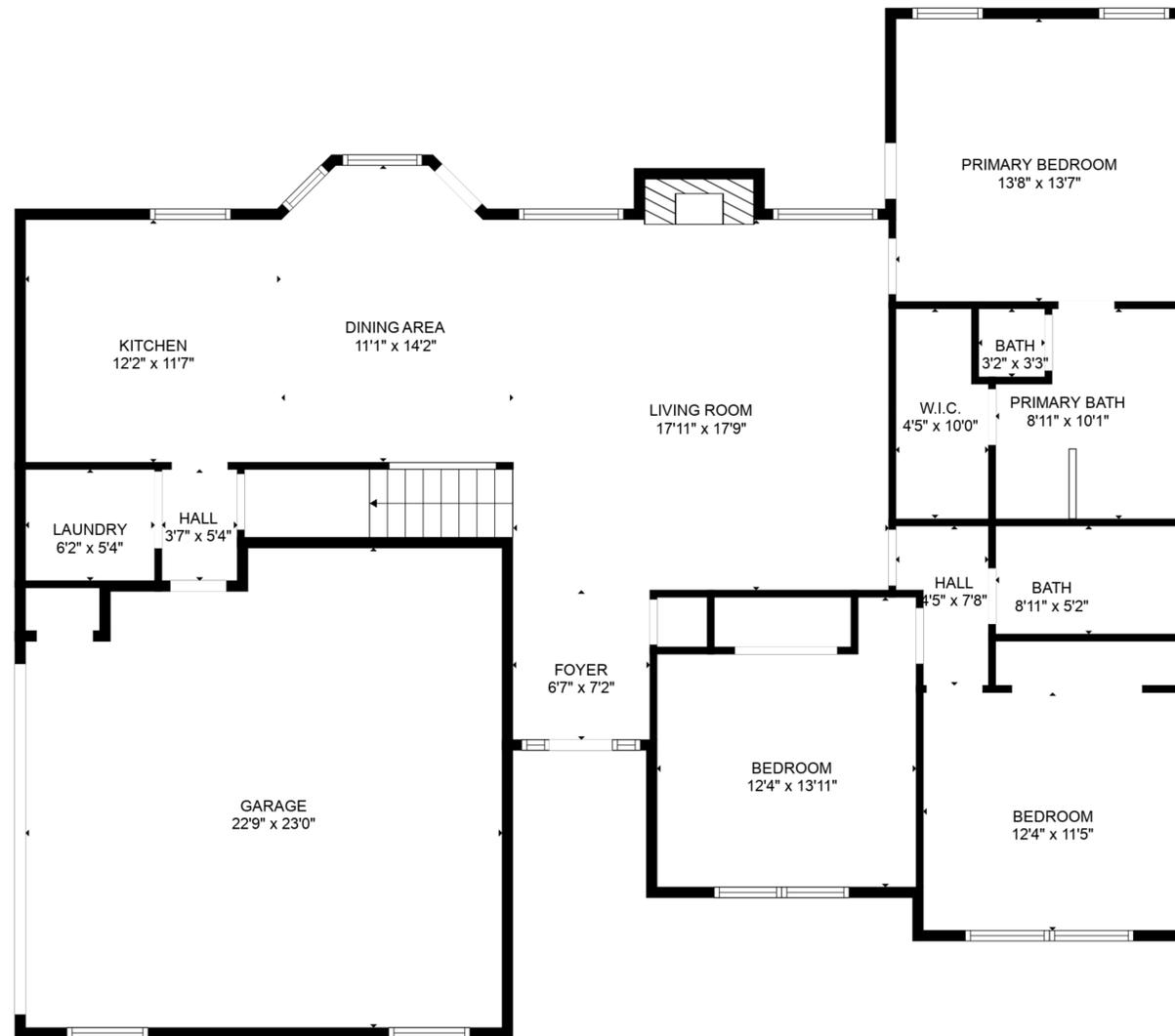


HALL  
5'3" x 3'7"

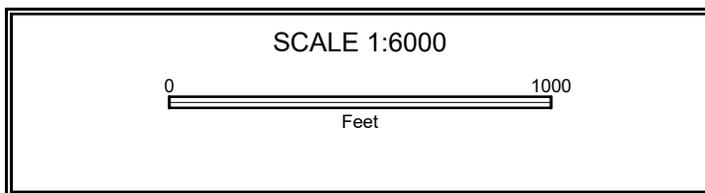
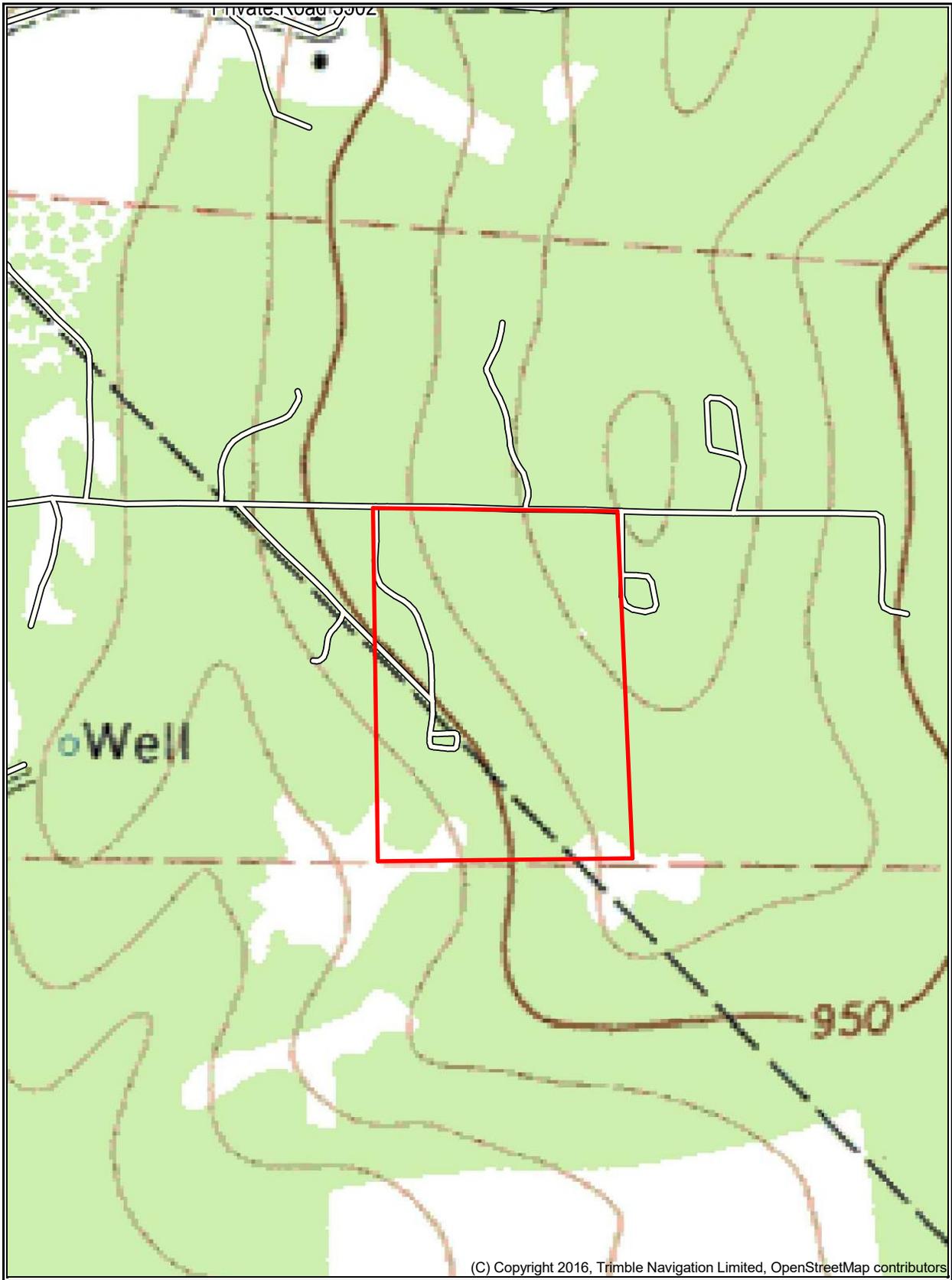
LOFT  
17'3" x 23'1"

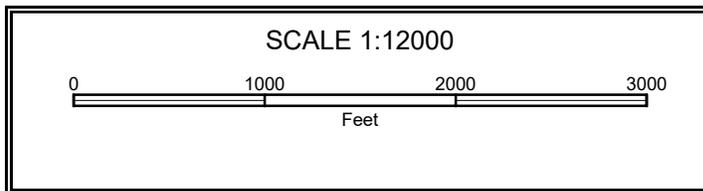
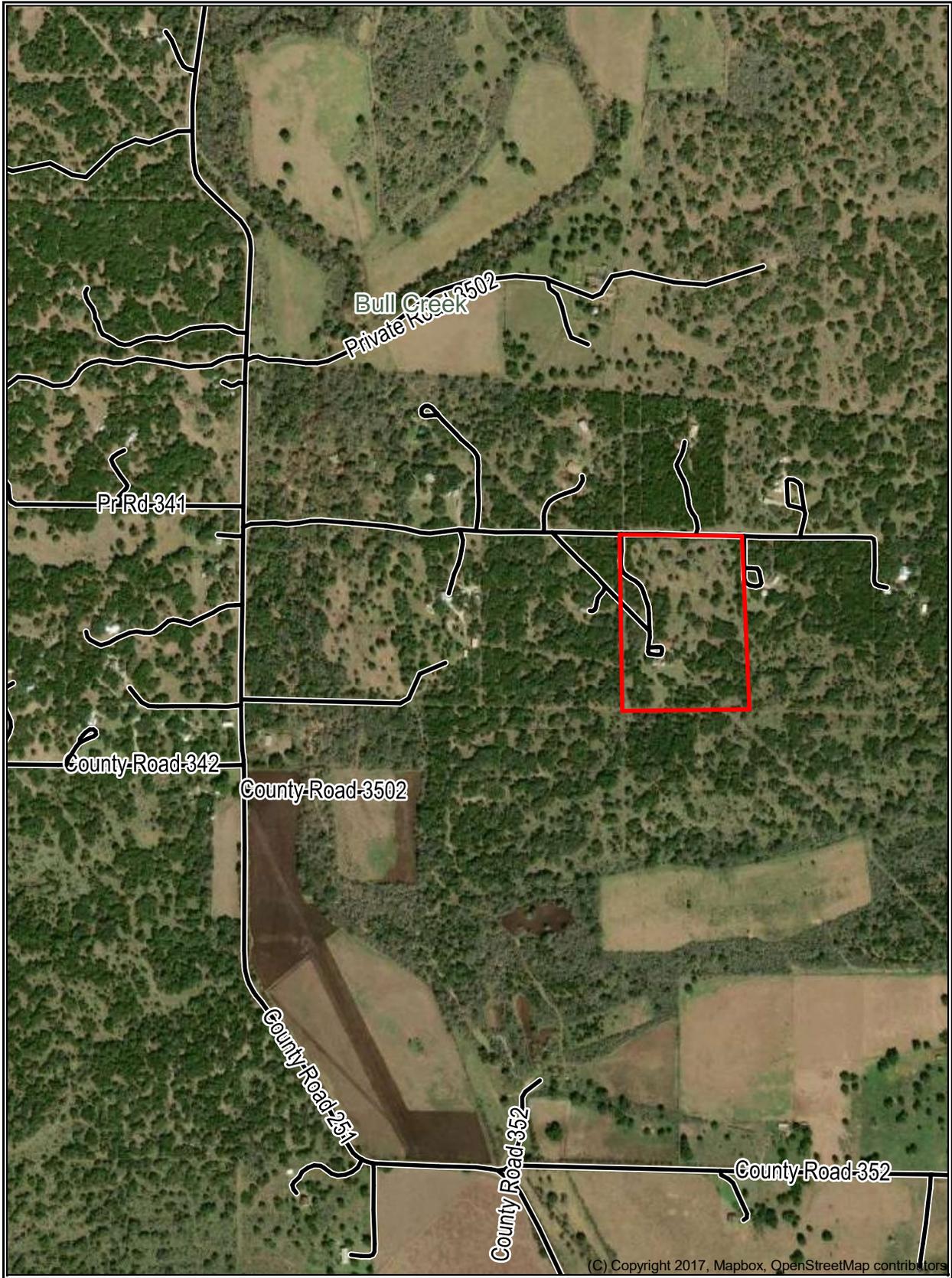


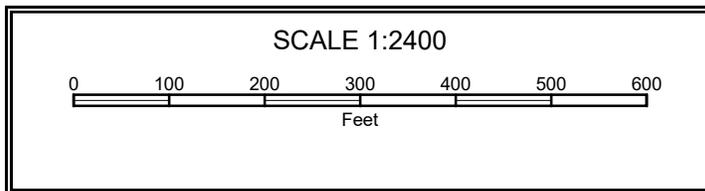
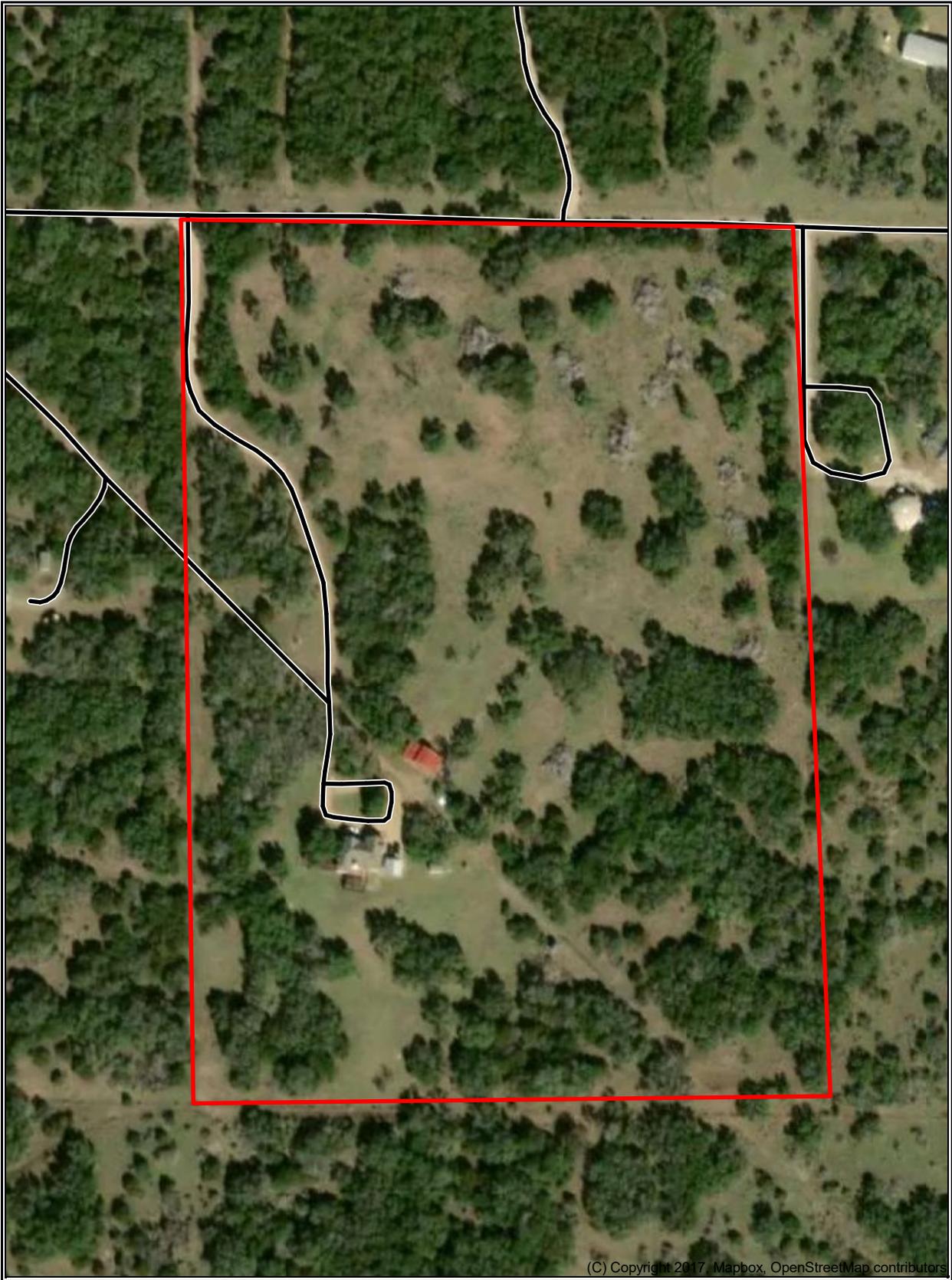
FLOOR 2

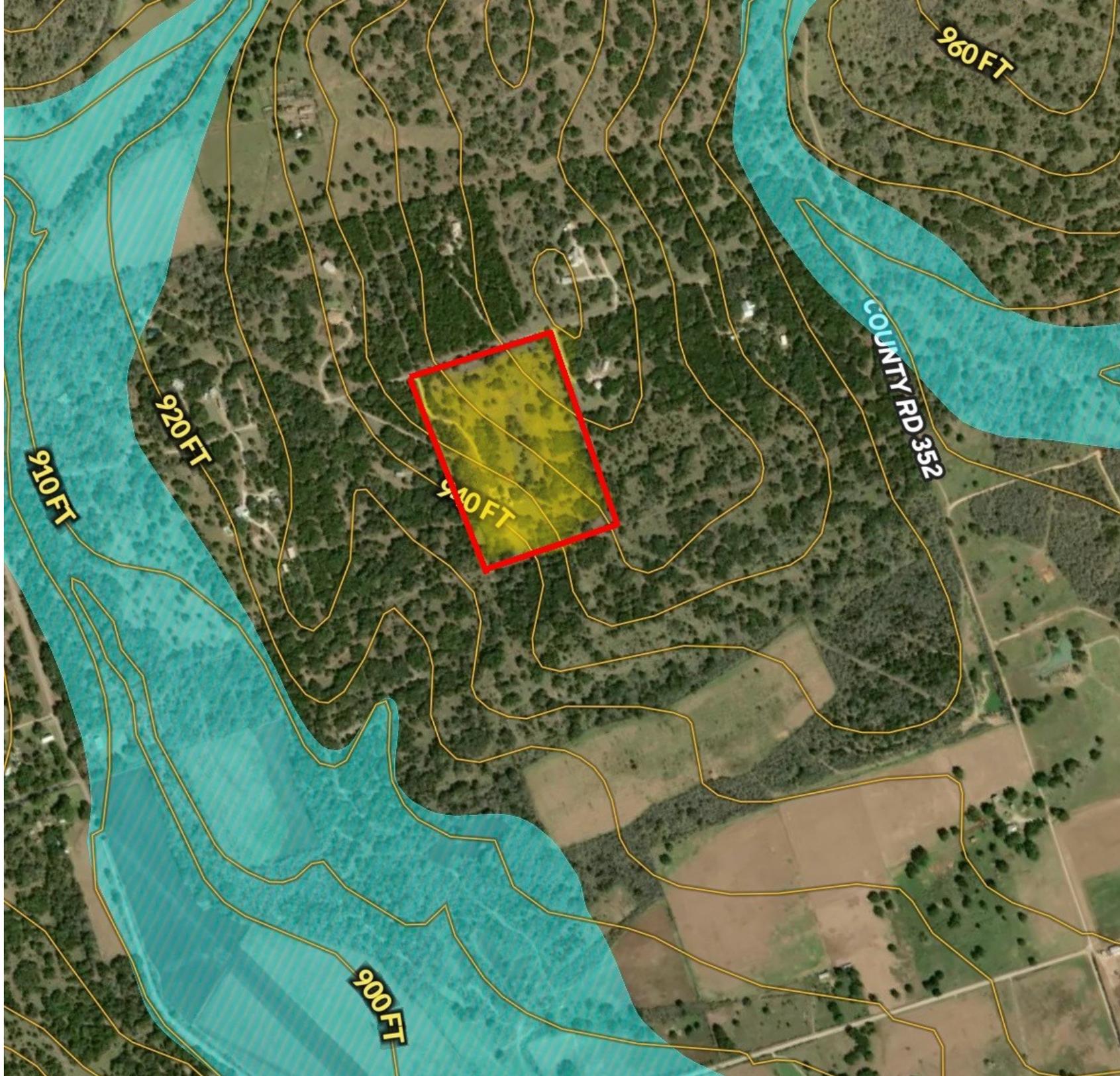


FLOOR 1











# SELLER'S DISCLOSURE NOTICE

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

**370 PR 3502**  
**Hondo, TX 78861**

CONCERNING THE PROPERTY AT \_\_\_\_\_

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 type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> | <input 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 type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| French Drain               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Gas Fixtures               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Liquid Propane Gas:        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| -LP Community (Captive)    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| -LP on Property            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

| Item                               | Y                                   | N                                   | U                        |
|------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Natural Gas Lines                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fuel Gas Piping:                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| -Black Iron Pipe                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| -Copper                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| -Corrugated Stainless Steel Tubing | <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 type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rain Gutters                      | <input type="checkbox"/>            | <input checked="" 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 <input type="checkbox"/> gas number of units: 1                                     |
| 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 checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | if yes, describe: Electric 2 speed located in small hallway  |
| Central Heat              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1                                     |
| 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: 1 electric <input checked="" type="checkbox"/> gas other: _____   |
| Fireplace & Chimney       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock other: _____ |
| Carport                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> attached <input type="checkbox"/> not attached  |
| Garage                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> attached <input type="checkbox"/> not attached  |
| Garage Door Openers       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | number of units: 1 number of remotes: 2  |
| Satellite Dish & Controls | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> owned <input type="checkbox"/> leased from: DirecTV   |
| Security System           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from: Currenty not in use                              |

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: \_\_\_\_\_

|                      |                      |
|----------------------|----------------------|
|                      |                      |
| 09/10/25 1:42 PM CDT | 09/10/25 1:40 PM CDT |

Concerning the Property at \_\_\_\_\_

|                                 |                                     |                                     |                          |  |   |
|---------------------------------|-------------------------------------|-------------------------------------|--------------------------|--|---|
| 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"/> | electric   | <input checked="" type="checkbox"/> gas other: _____ number of units: 1 |
| Water Softener                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> owned                          | leased from: _____  |
| Other Leased Items(s)           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | if yes, describe: Internet   |   |
| Underground Lawn Sprinkler      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | automatic  | manual areas covered _____  |
| Septic / On-Site Sewer Facility | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input 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: Composition Shingle Age: June 2017 (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): \_\_\_\_\_

Security system not active, garage door sensors need re-alignment

**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                                   |
|--------------------|--------------------------|-------------------------------------|
| Basement           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ceilings           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Doors              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Driveways          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Electrical Systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Walls     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Item                 | Y                                   | N                                   |
|----------------------|-------------------------------------|-------------------------------------|
| Floors               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Foundation / Slab(s) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Interior Walls       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Lighting Fixtures    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Plumbing Systems     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Roof                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

| Item                        | Y                                   | N                                   |
|-----------------------------|-------------------------------------|-------------------------------------|
| Sidewalks                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Walls / Fences              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Windows                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Other Structural Components | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): 2 double paned windows cracked/broken (one pane) & several windows have lost seals; small hole in sheetrock in loft

**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                                   |
|--|--------------------------|-------------------------------------|
| Aluminum Wiring                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Asbestos Components                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Diseased Trees: <u>oak wilt</u>              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Endangered Species/Habitat on Property       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Fault Lines                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Hazardous or Toxic Waste                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Improper Drainage                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Intermittent or Weather Springs              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Landfill                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lead-Based Paint or Lead-Based Pt. Hazards   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Encroachments onto the Property              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Improvements encroaching on others' property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Located in Historic District                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Historic Property Designation                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Previous Foundation Repairs                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Condition   | Y                        | N                                   |
|---|--------------------------|-------------------------------------|
| Radon Gas   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Settling  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Soil Movement   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Subsurface Structure or Pits  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Underground Storage Tanks   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Unplatted Easements   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Unrecorded Easements  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Urea-formaldehyde Insulation  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Water Damage Not Due to a Flood Event                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wetlands on Property  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wood Rot  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Active infestation of termites or other wood destroying insects (WDI) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Previous treatment for termites or WDI                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Previous termite or WDI damage repaired                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Previous Fires  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(TXR-1406) 07-10-23 Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller:  

370 PR 3502  
Hondo, TX 78861

Concerning the Property at \_\_\_\_\_

|   |  |                                     |
|---|--|-------------------------------------|
| Previous Roof Repairs                                       |  | <input checked="" type="checkbox"/> |
| Previous Other Structural Repairs                           |  | <input checked="" type="checkbox"/> |
| Previous Use of Premises for Manufacture of Methamphetamine |  | <input checked="" type="checkbox"/> |

|  |  |                                     |
|--|--|-------------------------------------|
| Termite or WDI damage needing repair             |  | <input checked="" type="checkbox"/> |
| Single Blockable Main Drain in Pool/Hot Tub/Spa* |  | <input checked="" type="checkbox"/> |

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

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

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** \_\_\_ yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

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

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

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

For purposes of this notice:

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

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

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

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: \_\_\_\_\_

|   |   |
|---|---|
|  |  |
| 09/10/25  | 09/10/25  |

Page 3 of 7

370 PR 3502  
Hondo, TX 78861

Concerning the Property at \_\_\_\_\_

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

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

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

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

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

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

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: Old Bandera Road Estates  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ 400.00 per year and are:  mandatory  voluntary  
Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

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

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: \_\_\_\_\_

   
09/10/25 09/10/25  
1:40 PM CDT  
dotloop verified dotloop verified

Page 4 of 7

Concerning the Property at \_\_\_\_\_

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

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

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

Medina County Groundwater Conservation District  
HOA  
\_\_\_\_\_  
\_\_\_\_\_

**Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?**  yes  no If yes, attach copies and complete the following:

| Inspection Date | Type | Name of Inspector | No. of Pages |
|-----------------|------|-------------------|--------------|
|                 |      |                   |              |
|                 |      |                   |              |
|                 |      |                   |              |

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.*

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

- Homestead                       Senior Citizen                       Disabled
- Wildlife Management               Agricultural                       Disabled Veteran
- Other: \_\_\_\_\_                       Unknown

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

**Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?**  yes  no If yes, explain: \_\_\_\_\_

**Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\***  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*



370 PR 3502  
Hondo, TX 78861

Concerning the Property at \_\_\_\_\_

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.

*Lisa Mechaley*  
dotloop verified  
09/10/25 1:42 PM CDT  
DZ6S-3LVM-R2JU-TIHM

*John Mechaley*  
dotloop verified  
09/10/25 1:40 PM CDT  
Z462-FCDP-R3MH-P4UE

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Printed Name:  Lisa Mechaley  Printed Name:  John Mechaley

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

|   |                                |
|---|--------------------------------|
| Electric: <u> Medina Electric CoOp </u>           | phone #: <u> 866-632-3532 </u> |
| Sewer: <u> Septic </u>                            | phone #: _____                 |
| Water: <u> Edwards Well </u>                      | phone #: _____                 |
| Cable: _____                                      | phone #: _____                 |
| Trash: _____                                      | phone #: _____                 |
| Natural Gas: _____                                | phone #: _____                 |
| Phone Company: _____                              | phone #: _____                 |
| Propane: <u> Robbins Propane </u>                 | phone #: <u> 830-931-3333 </u> |
| Internet: <u> Cascom (Castroville Computers) </u> | phone #: <u> 830-931-0447 </u> |

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: \_\_\_\_\_

*LM* *JM*  
09/10/25 1:42 PM CDT 09/10/25 1:40 PM CDT  
dotloop verified dotloop verified

**370 PR 3502**  
**Hondo, TX 78861**

Concerning the Property at \_\_\_\_\_

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

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

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller:

|   |   |
|---|---|
|  |  |
| 09/10/25<br>1:42 PM CDT<br>dotloop verified   | 09/10/25<br>1:40 PM CDT<br>dotloop verified   |

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# 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

370 PR 3502  
Hondo, TX 78861

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

- (1) Type of Treatment System:  Septic Tank  Aerobic Treatment  Unknown  
 Conventional
- (2) Type of Distribution System: Leach lines  Unknown
- (3) Approximate Location of Drain Field or Distribution System: Behind deck on south side of property  Unknown
- (4) Installer: \_\_\_\_\_  Unknown
- (5) Approximate Age: Installed in 1999  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? May 2017
- (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.**



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

Lisa Mechaley

dotloop verified  
09/10/25 1:42 PM CDT  
HVRK-VHYF-G6MO-EFXT

\_\_\_\_\_  
 Signature of Seller Date  
**Lisa Mechaley**

John Mechaley

dotloop verified  
09/10/25 1:40 PM CDT  
IM75-ZPVS-YO3K-XRXG

\_\_\_\_\_  
 Signature of Seller Date  
**John Mechaley**

Receipt acknowledged by:

\_\_\_\_\_  
 Signature of Buyer Date

\_\_\_\_\_  
 Signature of Buyer Date



NOTICE TO PURCHASERS

1607 Avenue K  
Hondo, Texas 78861  
Telephone: 830.741.3162  
Fax: 830.741.3540

The Medina County Groundwater Conservation District (GCD) is not a water provider or utility. The service it provides, is the registration or permitting or 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:

370 PR 3502, Hondo, Texas 78861 (25.01 Acres - Tract 8, Old Bandera Road Estates)

(Date)

\_\_\_\_\_

Signature of Seller

*Lisa Mechaley*  
dotloop verified  
09/10/25 1:42 PM CDT  
ITBH-PSVD-TXFH-VIBF

*John Mechaley*  
dotloop verified  
09/10/25 1:40 PM CDT  
D4LB-WK8A-TN8D-R76M

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.

370 PR 3502, Hondo, Texas 78861 (25.01 Acres - Tract 8, Old Bandera Road Estates)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Purchaser



# 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. **An owner's agent fees are not set by law and are fully negotiable.**

**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. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**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.

|   |                |                                 |                      |
|---|----------------|---------------------------------|----------------------|
| <b>Bob Heyen Realty</b>   | <b>9013629</b> | <b>bobheyenrealty@gmail.com</b> | <b>(830)426-4333</b> |
| Licensed Broker /Broker Firm Name or<br>Primary Assumed Business Name | License No.    | Email                           | Phone                |
| <b>Kyle J Heyen</b>   | <b>459073</b>  | <b>bobheyenrealty@gmail.com</b> | <b>(210)912-6007</b> |
| Designated Broker of Firm   | License No.    | Email                           | Phone                |
| Licensed Supervisor of Sales Agent/<br>Associate                      | License No.    | Email                           | Phone                |
| <b>Kyle Heyen</b>   | <b>459073</b>  | <b>bobheyenrealty@gmail.com</b> | <b>(830)426-4333</b> |
| Sales Agent/Associate's Name  | License No.    | Email                           | Phone                |



Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-1  
TXR 2501

DECLARATION OF RESTRICTIONS, EASEMENTS AND LIMITATIONS  
FOR 100573

OLD BANDERA ROAD ESTATES

THE STATE OF TEXAS           §  
                                  §           KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF MEDINA           §

FRANK E. WINKLER and CLAY HEYEN, hereinafter called "DECLARANT," being the owner of all of the surface estate of the following described real property lying and being situated in the County of Medina, State of Texas, and being more particularly described as follows, to-wit:

A 258.7 Acre Tract of Land being situated about 7.5 miles N 34 deg. E of the City of Hondo in Medina County, Texas, being 257.6 Acres out of Survey No. 90, Abstract No. 220, Henry Castro, original Grantee, and 1.1 Acres out of Survey No. 89, Abstract No. 871, Jacob Solms, original Grantee, also being all of a 260 Acre Tract conveyed from Marion A. Brucks to Annie Brucks Bendele and Herman L. Brucks by Deed dated May 17, 1983 and recorded in Volume 324, Page 694 of the Deed Records of Medina County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

for the purpose of carrying out a uniform plan for the development, do hereby make, declare, adopt and impose upon the above described real property, the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any tract in said Property is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure the above-described property or any portion thereof, to the benefit of the Property, each tract and each Owner, their heirs, executors, administrators, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1.1 "Owner" shall mean and refer to one or more persons who have been conveyed an Interest in the Property, whether by deed, contract for deed, lease or license, and their transferees. The term "Owner" shall not include those having an interest mainly for purposes of securing performance of an obligation, provided that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner. Where record title is vested in the Texas Veterans Land Board subject to a contract for deed by and between the Texas Veterans Land Board and a "veteran purchaser", the veteran purchaser shall be deemed the Owner.

Section 1.2 "Declarant" shall mean and refer to FRANK E. WINKLER and CLAY HEYEN, their successors, and/or assigns.

Section 1.3 "Person" shall mean an individual, corporation, Partnership, association, trust or other legal entity or any combination thereof.

Section 1.4 "Association" shall mean and refer to the Old Bandera Road Estates Owners Association, an Association comprised of the Owners as herein defined, their successors and assigns, as

described below, the bylaws of which shall govern the administration of this Property according to the terms of this Declaration.

Section 1.5 "Interest" shall mean and refer to that right of exclusive use of any tract in the Property, whether such interest be obtained by virtue of deed, contract for deed, lease, license or other similar conveyance.

## ARTICLE II

### OLD BANDERA ROAD ESTATES

Section 2.1 The Owner Association is hereby established and activated for the purpose of establishing rules and regulations of its members. Such Association may establish rules and regulations as it deems appropriate for the mutual benefit of the tract owners in the Property, according to the bylaws of the Association and so long as such rules and bylaws do not in any way conflict with this Declaration of Restrictions, Easements and Limitations. The Association shall have a Board of Directors appointed by Declarant until such time as 100% of the tracts in the Property have been sold to other persons.

Section 2.2 Membership. Each Owner shall be a Member of the Association. The Membership in the Association shall be appurtenant and shall not separate from ownership of an Interest, and any transfer of such membership not made as part of a sale or transfer of an Interest shall be null and void. Ownership of an Interest shall be the sole qualification for being, and shall automatically make the Owner a Member of the Association subject to all of the bylaws, rules and regulations of the Association. No Member shall be required to pay any consideration whatsoever solely of its membership in the Association. No Member may resign or otherwise terminate its Membership in the Association.

Section 2.3 Voting Right. The voting rights and procedures of Members of the Association shall be as set forth in the bylaws of the Association; provided, however, if an Interest is held by more than one person, the number of votes entitled to be cast for such Interest shall be the same number as if such Interest were held by only one person.

Section 2.4 Suspension of Voting Rights. The voting rights of an Owner may be suspended by the Association for any period during which any assessment against such Owners is in default, and for a period not to exceed sixty (60) days for an infraction by an Owner of the Association's rules and regulations.

## ARTICLE III

### ASSESSMENTS

Section 3.1 Amount of Assessments. Each tract in the Property shall be assessed annually the amount of \$100.00 for road maintenance. Special assessments to be used by the Association for any of the uses and purposes described in the bylaws of the Association may also be established. The amount of any special assessment shall be established by the Board of Directors of the Association, subject to approval of at least two-thirds of the Owners.

Section 3.2 Creation of Lien and Personal Obligation for Assessments. Each Owner of any Interest is hereby deemed to covenant by acceptance of a conveyance or transfer of an Interest, whether it shall be so expressed in such conveyance or transfer, to pay to the Association the assessments hereinafter described. Such assessments, together with interest, costs of collection, and attorney's fees, shall be a continuing lien upon the Interest of

the Owner against whom such assessment is made. The obligation to pay such assessments being part of the purchase price of each Interest, such lien shall be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with the interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Interest at the time assessment first became due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor, but, nevertheless, the lien of such assessments shall continue to be a lien upon the Interest as provided above.

Section 3.3 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust lien or any lien securing a debt incurred in purchasing any Interest. Sale or transfer of any Interest shall not affect the assessment lien. However, the sale or transfer of any Interest pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Interest from liability for any assessment thereafter becoming due or from the lien thereof. No sale or transfer shall relieve the tract owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the Owner of his personal obligation and liability.

Section 3.4 Abatement of Assessments. No diminution or abatement of assessments shall be allowed or claimed for inconveniences or discomfort arising from the making or repairs of improvements or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 3.5 Collection of Assessments. No Owner may exempt himself from liability for assessments by waiver of the use or enjoyment of any of the facilities provided or maintained by the Association. The Association may enforce collection of delinquent assessment by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorney's fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any services to an Owner in default of its obligations. Any Owner in default in the payment of its assessment to the Association shall not be entitled to vote at any meeting of the members of the Association so long as such default continues.

#### ARTICLE IV

#### EASEMENTS

Section 4.1 Easements. By this instrument, Declarant grants, conveys and impresses upon the Property, for the benefit of the Declarant, his heirs, successors and assigns and for the benefit of the Owner(s) as defined in Article I, Section 1.1 of this instrument, an easement and right-of-way over and across the lands described as follows:

A 50-Foot Road Easement, being situated about 7.5 miles N. 34 deg. E of the City of Hondo in Medina County, Texas, being out of Survey No. 90, Abstract No. 220, Henry Castro, original Grantee, and out of Survey No. 89, Abstract No. 871, Jacob Solms, dec., original Grantee, also being out of a 258.7 Acre Tract conveyed from Annie Brucks Bendele and Marilyn Biediger Brucks by Deed dated May 30, 1997 and recorded in Volume 297, Page 444 of the Deed Records of Medina County, Texas, said easement being 25 feet right of and 25 feet left of and parallel to a center line being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

This instrument grants an easement appurtenant which shall run with the land for the benefit of the Owners, their heirs, successors and assigns and this easement shall be perpetual. Declarant and Declarant's heirs, personal representatives, successors and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to any and every person claiming or to claim all or any part of the interest in the Property.

The easement, rights and privileges granted by this conveyance are non-exclusive, and Declarant reserves and retains the right to convey similar rights and easements to such other persons as Declarant may deem proper.

Section 4.2 Maintenance of Roads The ingress and egress easement providing access to each tract is a private road which is owned by the Declarant and the Owners of the respective tracts. Declarant will maintain the road until June 30, 1999, at which time responsibility for maintenance of the easement will be conveyed to the Association. The Association will thereafter be responsible for maintenance.

Section 4.3 Utility Easements It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all tracts and in the roads or easements of the Property and ten feet (10') along the outer boundaries of all roads where Property lines or individual tracts are deeded to the center of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each tract and all improvements within it shall be maintained by the owner of the lot, except for the facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables not within said easement so long as such items do not prevent the construction of buildings on any of the tracts of the Property.

#### ARTICLE V RESTRICTIONS

Section 5.1 Prohibition Against Subdivision No tract may be subdivided without the express consent of the Declarant. After Declarant has conveyed all its interest in the subdivision, any consent to subdivision shall be by the express written consent of the Association.

Section 5.2 Prohibition Against Thru Easement No easement may be granted over or across any tract for the purpose of ingress and egress to property adjacent to the Property, without the express consent of the Declarant.

Section 5.3 Setback Requirements A greenbelt of one hundred feet (100') in width shall be maintained along the road frontage. No building, camp trailer, motor home, mobile home or structure of any nature shall be located on any tract closer than one hundred feet (100') to the front property line, nor closer than

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fifty feet (50') to any side or back property line, unless prior written approval of the Declarant or the Association is given.

Section 5.4 Storage of Trash and Weeds. No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage, or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind tract improvements so they are not visible from the street.

Section 5.5 Unused Vehicles. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any tract in the Property. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any tract in the Property for more than six weeks.

Section 5.6 Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

Section 5.7 Mail Boxes. All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and the Association.

Section 5.8 Cleaning Tracts. After thirty (30) days notice to the Owner thereof, the Association shall have the right to clean and clear tracts of unsightly trash and refuse, such cleaning and clearing to be at the expense of the particular tract owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney's fees. Such lien shall be treated by the Association in the same manner as other assessments against such tract.

Section 5.9 Enforcement of Conditions and Restrictions. Any person owning an interest in the Property, including a mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, to recover damages, or to obtain other relief for such violation. This right of enforcement shall coexist with the right of the Association to enforce these restrictions. All expenses, including reasonable attorney's fees, shall be recovered from anyone violating these restrictions by the party bringing suit. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.10 Mobile Homes. No "single wide" mobile home(s) shall be permitted to be placed on any tract in the Property without the express written approval of the Declarant or the Association.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.1 Duration of Restrictions. The covenants, conditions, restrictions, and limitations herein published and impressed on all tracts in the Property shall be binding on all owners of properties in the Property for a period of twenty-five (25) years from and after the date hereof and shall be automatically extended for an additional period of fifteen (15)

years unless specifically terminated by vote as hereinafter provided. At any time within six (6) months before the expiration of the first twenty-five (25) year period, any five (5) property owners in the Property may call an election to be held in the Property for the purpose of terminating this Declaration. At such meeting, the vote to terminate must receive a vote of seventy-five percent (75%) of the owners of all tracts in the Property. If such meeting is not called, then this Declaration, and all covenants, conditions, restrictions, and limitations herein contained, shall be automatically extended for an additional period of fifteen (15) years.

Section 6.2 Invalidation. The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.3 Conditions. The Property and the easements, restrictions, covenants, and conditions contained herein are subject to all other easements, encumbrances, and restrictive covenants which may affect the Property and which may be apparent from a visual inspection of the Property.

Section 6.4 Amendment. The Declarant shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration, so long as Declarant owns an interest in at least one tract in the Property. Thereafter, the Association as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration upon written approval of any amendment by at least sixty percent (60%) of the Owners.

Section 6.5 Rights of Declarant. Notwithstanding any other provisions of this Declaration, the Declarant or its successor in title shall have the following rights with respect to any unsold tract in the Property:

- a. To locate a sales office thereon,
- b. To surround such tract with a fence,
- c. To place signs of good quality and reasonable size thereon,
- d. To use part or all of such tract for future road right-of-way,
- e. To make any gift of any unsold tract to the property Owners Association for such use as the Association shall determine. The Association must accept such gift if the tract is free of all encumbrances. If the tract is not free of all encumbrances, the gift may be accepted or rejected at the option of the Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 14<sup>th</sup> day of August, 1998.

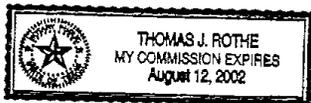
By: Frank E. Winkler  
Frank E. Winkler, Declarant

By: Clay Heyen  
Clay Heyen, Declarant

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 14 day of August, 1998, by Frank E. Winkler.

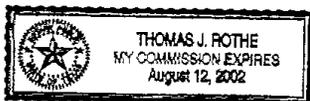


*[Signature]*  
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 14 day of August, 1998, by Clay Heyen.



*[Signature]*  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
Thomas J. Rothe  
Attorney at Law  
1510 Avenue M, Suite 101  
Hondo, Texas 78861

AFTER RECORDING RETURN TO:  
Thomas J. Rothe  
Attorney at Law  
1510 Avenue M, Suite 101  
Hondo, Texas 78861

**25.016 ACRES**  
**TRACT 8 – OLD BANDERA ROAD ESTATES**  
**OUT OF THE HENRY CASTRO SURVEY NO. 90, ABSTRACT NO. 220**  
**MEDINA COUNTY, TEXAS**

**LEGAL DESCRIPTION**

A 25.016 Acre Tract (Tract No. 8) of land being situated about 7.5 miles N. 34 deg. E. of the City of Hondo in Medina County, Texas, being out of Survey No. 90, Abstract No. 220, Henry Castro, original Grantee, also being out of a 258.7 Acre Tract conveyed from Annie Brucks Bendele and Marilyn Biedeger Brucks to Frank E. Winkler and Clay Heyen by Deed dated May 30, 1997 and recorded in Volume 297, Page 444 of the Deed Records of Medina County, Texas, and being the same property conveyed to Robert J. Mayne by deed recorded in Volume 631, Page 1225, Official Public Records of Medina County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found under fence and in the South line of said 258.7 Acre Tract for the Southwest corner of Tract No. 10 (25.01 Acre Tract conveyed to Jack H. DeVault by deed recorded in Volume 380, Page 797, Official Public Records) and for the Southeast corner of this tract from which the Southeast corner of said 258.7 Acre Tract bears S. 88 deg. 58' 42" E. 1797.31 feet per record;

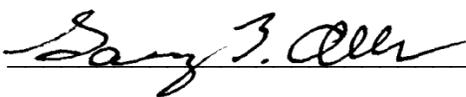
**THENCE** N. 88 deg. 58' 15" W., with bearings based on Geodetic North by GPS observation, 898.56 feet with fence and the South line of said 258.7 Acre Tract and the North line of a 52.0 Acre Tract conveyed as Tract No. 2 from Walter K. Mumme to Merlin J. Mumme by Deed dated March 11, 1964 and recorded in Volume 201, Page 384 of said Deed Records to a 1/2 inch iron rod with yellow cap stamped "ALLEN RPLS 5401" set for the Southeast corner of Tract No. 6 (25.00 Acre Tract conveyed to Donald David Varella by deed recorded in Volume 343, Page 740, Official Public Records) and for the Southwest corner of this tract;

**THENCE** N. 00 deg. 04' 46" W. 1212.53 feet, at 1187.53 feet pass a 5/8" iron rod with orange cap stamped "JOHN HOWARD" found on the South line of a 50 foot Road Easement per Volume 328, Page 844, Official Public Records, continuing to a point on the centerline of said easement for the Northeast corner of Tract No. 6 and for the Northwest corner of this tract;

**THENCE** S. 88 deg. 58' 14" E. 899.21 feet with the centerline of said easement and the South line of Tract No. 5 (25.01 Acre Tract) and the South line of Tract No. 7 (25.01 Acre Tract) to a point for the Northwest corner of Tract No. 10 and for the Northeast corner of this tract;

**THENCE** S. 00 deg. 02' 57" E. 1212.51 feet, at 25.0 feet pass a 5/8" iron rod found on the South line of said easement, continuing to the **POINT OF BEGINNING**.

This metes and bounds description is based on the Land Title Survey and plat made by Garry T. Allen, RPLS 5401 on August 15, 2013.

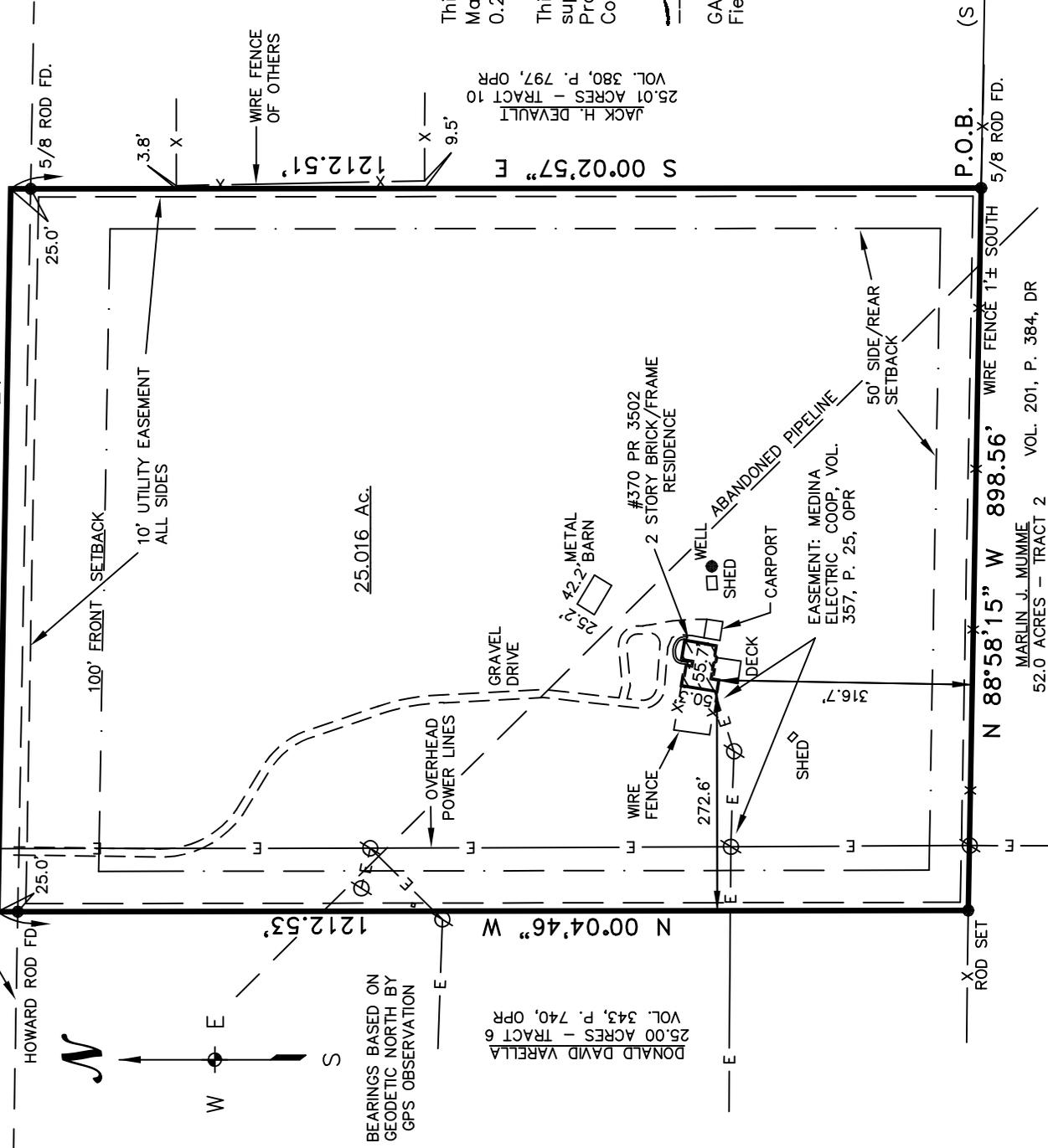


GARRY T. ALLEN, RPLS 5401  
Garry T. Allen & Associates, Inc.  
141 CR 454  
Hondo, TX 78861  
830-426-3725

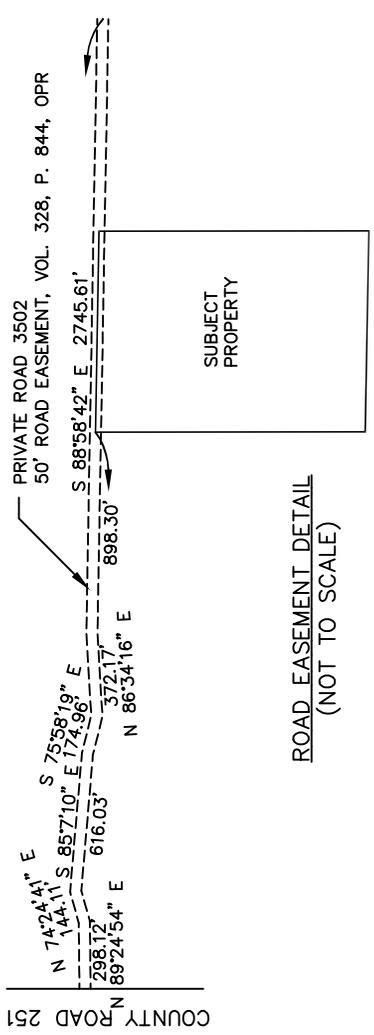


50' ROAD EASEMENT  
VOL. 328, P. 844, OPR

**PRIVATE ROAD 3502**  
S 88°58'14" E 899.21'



Survey of 25.016 acres out of the Henry Castro Survey No. 90, Abstract No. 220, Medina County, Texas, and being the same property conveyed to Robert J. Mayne by deed recorded in Volume 631, Page 1225, Official Public Records of Medina County, Texas, and also being known as Tract 8 of Old Bandera Road Estates, an un-recorded subdivision. (Legal description attached)



ROAD EASEMENT DETAIL  
(NOT TO SCALE)

This property is located in Zone X unshaded on FEMA Flood Insurance Rate Map number 48325C0350-C Effective Date April 3, 2012. (Areas outside of 0.2% annual chance (500 year) flood plain)

This plat was prepared from an actual survey made on the ground under my supervision and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition III Survey.

*Garry T. Allen*

GARRY T. ALLEN, RPLS 5401  
Field Surveyed August 15, 2013



SCALE: 1" = 200'  
LAND TITLE SURVEY

P.O.B. (S 88°58'42" E 1797.31' - RECORD)  
5/8 ROD FD. SE CORNER  
258.7 ACRES

N 88°58'15" W 898.56' WIRE FENCE 1± SOUTH  
5/8 ROD FD. P.O.B.

MARILYN J. MUMME  
52.0 ACRES - TRACT 2  
VOL. 201, P. 384, DR

DONALD DAVID VARELLA  
25.00 ACRES - TRACT 6  
VOL. 343, P. 740, OPR

**ALLEN & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS**

141 CR 454, Hondo, Texas 78861  
(830) 426-3725  
DWG. NO.: 123-0813